



A G E N D A

**REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD December 13, 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 - AL HAGER, LINDSAY HAGER, AND AMY CLARK - PERFORMING A SONG.
2. CERTIFICATE OF APPRECIATION FOR EMANCIPATION DAY VOLUNTEERS, PRESENTED BY EULA CLARKE
3. SELECTION OF MAYOR AND VICE MAYOR

PRESENTATIONS

4. EMPLOYEE SPOTLIGHT - DECEMBER 2021

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

CONSENT CALENDAR

5. APPROVAL OF 11/22/2021 CCM MINUTES (RC)

6. APPROVAL OF 2022 MEETING CALENDAR (RC)

7. AWARD RFP# 2022-201, ANNUAL CONTRACT FOR UNIFORM BUILDING CODE INSPECTION SERVICES (RC):

RESOLUTION No. 120-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF RFP #2022-201, ANNUAL CONTRACT FOR UNIFORM BUILDING CODE INSPECTION SERVICES TO THE TOP RANKED FIRM, (JPI) JOE PAINE, PE MBA OF MELBOURNE, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

8. PURCHASE OF CITY SOFTWARE (RC):

RESOLUTION No. 122-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE PROCUREMENT OF SOFTWARE FOR THE CITY'S ENTERPRISE RESOURCE PROGRAM AND PUBLIC FACING PORTALS UTILIZING INTERLOCAL PURCHASING SYSTEM (TIPS) FOR PARTICIPATION IN THE NATIONAL COOPERTIVE PURCHASING PROGRAM TO UTILIZE VERTOFOFT OPENGOV CLOUD SOFTWARE CONTRACT #200105 ONE YEAR SUBSCRIPTION PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

9. SAVANNA PLACE APARTMENTS RPUD - MINOR AMENDMENT (QUASI-JUDICIAL) (RC):

RESOLUTION No. 123-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MINOR AMENDMENT TO THE SAVANNAH PLACE APARTMENTS RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) ON PROPERTY LOCATED ON THE NORTH SIDE OF THE INTERSECTION OF N.E. SAVANNAH ROAD AND N.E. BAKER ROAD., WEST OF THE HOPE CENTER FOR AUTISM AND SOUTH OF JENSEN PARK ESTATES BOTH IN UNINCORPORATED MARTIN COUNTY, THEREBY AMENDING THE DEVELOPMENT CONDITIONS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

10. OPPOSING SENATE BILL 620 RELATING TO LOCAL GOVERNMENT AND SENATE BILL 280 RELATING TO LOCAL ORDINANCES (RC):

RESOLUTION No. 117-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, OPPOSING SENATE BILL 620 RELATING TO LOCAL GOVERNMENT AND SENATE BILL 280 RELATING TO LOCAL ORDINANCES; OPPOSING IDENTICAL COMPANION HOUSE BILLS 569 AND 403 RESPECTIVELY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

11. TRAIN BRIDGE REPLACEMENT LETTER

12. COMMISSION LIAISON AND AT LARGE APPOINTMENTS / RE-APPOINTMENTS TO ADVISORY BOARDS OF THE CITY

13. APPOINTMENTS OF CITY COMMISSIONERS TO COMMUNITY BOARDS

ORDINANCE SECOND READING

14. AMENDMENT TO THE LAND DEVELOPMENT CODE - SIGN CODE (RC):

ORDINANCE No. 2469-2021; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE EXISTING SECTION 6.11.03 ENTITLED "NON-CONFORMING SIGNS; AMORTIZATION OF CERTAIN SIGNS" IN CHAPTER 6 OF THE CITY OF STUART LAND DEVELOPMENT CODE TO REMOVE DEADLINE FOR THE AMORTIZATION PERIOD FOR EXISTING, NON-CONFORMING POLE SIGNS AND PROVIDE PROVISIONS TO ACCELERATE POLE SIGN REMOVAL; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

15. ESTABLISHING A NEW PROPERTY RIGHTS ELEMENT TO THE COMPREHENSIVE PLAN (RC):

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

16. ABANDONMENT OF A PORTION RIGHT-OF-WAY BETWEEN S.E. 5TH STREET AND S.E. STYPMANN BOULEVARD (RC):

ORDINANCE No. 2476-2021; 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. 5TH STREET AND S.E. STYPMANN BOULEVARD, WHICH IS MORE FULLY DEPICTED IN EXHIBIT "A" ATTACHED HERETO, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

17. THREE HOUR PARKING DISTRICT CHANGE (RC):

ORDINANCE No. 2477-2021; AN ORDINANCE OF THE CITY OF STUART, FLORIDA; AMENDING THE CODE OF ORDINANCES AT CHAPTER 40 ARTICLE II, SEC. 40-43; PROVIDING FOR A REVISION/AMENDMENT TO THE 3 HOUR DOWNTOWN PARKING DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ALL ORDINANCE IN CONFLICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE FIRST READING

18. AMENDMENT TO THE LAND DEVELOPMENT CODE TO INCORPORATE TREE REMOVAL PENALTIES (RC):

ORDINANCE No. 2478-2021; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE EXISTING SECTION OF CHAPTER V RESOURCE PROTECTION STANDARDS OF THE CITY'S LAND DEVELOPMENT CODE, ESTABLISHING "PENALTIES FOR VIOLATIONS" FOR THE REMOVAL OF TREES IN VIOLATION OF THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

DISCUSSION AND DELIBERATION

ADJOURNMENT

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION**

Meeting Date: 12/13/2021

Prepared by: Susej Meleqi, Deputy Clerk

Title of Item:

ARTS MOMENT - AL HAGER, LINDSAY HAGER, AND AMY CLARK - PERFORMING A SONG.

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: 12/13/2021

Prepared by: Mary Kindel, City Clerk

Title of Item:

CERTIFICATE OF APPRECIATION FOR EMANCIPATION DAY VOLUNTEERS, PRESENTED BY EULA CLARKE

Summary Explanation/Background Information on Agenda Request:

The City of Stuart partnered with the NAACP and many others in the community for the first Emancipation Day celebration on May 20, 2021 in East Stuart. Coordinator, Mayor Eula Clarke will present committee volunteers with a Certificate of Appreciation.

Funding Source:

N/A

Recommended Action:

Commissioner Clarke to award certificates.

ATTACHMENTS:

Description	Upload Date	Type
□ Emancipation Day Event Program	11/23/2021	Exhibit

Special Thanks

City of Stuart

NAACP

Brenda Matheny

Thelma Washington

Lisa Matheny

Bobbie Scott

Jimmy's BBQ

Hurricane Grill

Alice Luckhardt, Historian

Audria Moore-Wells

Afro American Citizens of East Stuart

Martin County Historic Preservation Board

Emancipation Proclamation Planning
Committee

CITY OF STUART Emancipation Day in Florida (MAY 20, 1865)



**NAACP Office
720 SE MLK Jr. Boulevard
Stuart, Florida 34994**

May 20, 2021

**Chairperson - Mayor Eula Clarke
Co-Chairperson - Brenda Matheny**



**PROCLAMATION
FLORIDA EMANCIPATION DAY
MAY 20, 2021**

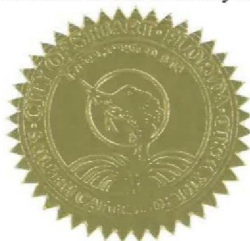
- WHEREAS,** on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, freeing enslaved people in the rebelling Southern states, announcing "That on the first day of January, in the year of our Lord one thousand eight hundred and sixty-three, all persons held as slaves within any State or designated part of a State, the people whereof shall then be in rebellion against the United States, shall be then, thenceforward, and forever free...."; and
- WHEREAS,** it was more than two years later at the end of the Civil War, on May 20, 1865, that Union Brigadier General Edward M. McCook announced in Tallahassee, Florida the freeing of the state's African slave population. On that same day, Special Order Number 63 arrived from Major General Quincy A. Gillmore, and stated that "the people of the black race are free citizens of the United States"; and
- WHEREAS,** newly freed slaves celebrated this announcement with a picnic at Bull's Pond, which is located in Tallahassee and today called Lake Ella; and
- WHEREAS,** for decades after the initial proclamation, African-American communities across the state carried out celebrations as a way of both honoring the past and celebrating the present. While the end of slavery in Texas is commonly observed as the end of slavery in the U.S. and celebrated as "Juneteenth," Florida's own day provides an opportunity to honor the history of, and continued fight for freedom for, historically marginalized communities; and
- WHEREAS,** Emancipation Day helps shed light on the continuing challenges our country faces in combatting racism, inequity and inequality.

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

FLORIDA EMANCIPATION DAY

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


EULA R. CLARKE
MAYOR



Special Notices.

HEAD-QUARTERS U. S. FORCES,
TALLAHASSEE, FLA., May 19, 1865. }

CIRCULAR :

In order to avoid further importunities from citizens of this vicinity, with regard to negroes, the General commanding announces for the information of those who seem to be ignorant of the fact, that the President of the United States, on the 1st day of January, 1863, issued a proclamation changing the status of persons held as slaves; and Congress also enacted an additional article of war, which was approved March 13, 1862, governing all officers or persons in the military or naval service of the United States in this matter.

Citizens seeking further information on this subject, can find copies of the above mentioned "proclamation" and "article of war" at the office of Capt. BURNS, Provost Marshal.

By command of Brig. Gen E. M. McCook.

JOHN M. BACON,
Maj. & A. A. A. Gen.

May 20th, 1865.

22-1t

Excerpt of Original Proclamation May 20, 1865

Source: Florida Department of State, Division of Library and Information Services

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Lift Every Voice and Sing

Lift every voice and sing
Till earth and heaven ring,
Ring with the harmonies of Liberty;
Let our rejoicing rise
High as the listening skies,
Let it resound loud as the rolling sea.
Sing a song full of the faith that the dark past has taught us,
Sing a song full of the hope that the present has brought us,
Facing the rising sun of our new day begun
Let us march on till victory is won.

Stony the road we trod,
Bitter the chastening rod,
Felt in the days when hope unborn had died;
Yet with a steady beat,
Have not our weary feet
Come to the place for which our fathers sighed?
We have come over a way that with tears has been watered,
We have come, treading our path through the blood of the
slaughtered,
Out from the gloomy past,
Till now we stand at last
Where the white gleam of our bright star is cast.

God of our weary years,
God of our silent tears,
Thou who has brought us thus far on the way;
Thou who has by Thy might Led us into the light,
Keep us forever in the path, we pray.
Lest our feet stray from the places, our God, where we met Thee,
Lest, our hearts drunk with the wine of the world, we forget Thee;
Shadowed beneath Thy hand,
May we forever stand.
True to our God,
True to our native land.

Original Song by: J. Rosamond Johnson and James Weldon Johnson



Message from the Mayor



From the Desk of Mayor Eula Clarke:

I am proud of this great milestone in our City as we celebrate our first official Florida Emancipation Day in Stuart since about the 1930's. Our City Commission voted unanimously to pass a Proclamation to celebrate this day in Florida's history which was heralded on May 20, 1865.

Why do we celebrate and what do we Celebrate?

The Emancipation of Slaves in Florida was proclaimed in Tallahassee on May 20th 1865 by Brigadier General Edward McCook. This was 11 days after the end of the Civil War, and two years after the Emancipation Proclamation was first issued by President Abraham Lincoln. Initially, residents gathered annually at Bull Pond in Tallahassee on May 20th to remember the end of slavery in Florida.

Most persons are familiar with June 19th, 1865 when the slaves in Texas were formally informed that the Civil War was over and that those who were enslaved were free; but Florida's emancipation history is not as well known. The celebration of Emancipation Day in Florida has become a distant memory in many places, including Stuart.

Today, we celebrate to educate ourselves and future generations about Florida's emancipation history record, to salute those who have blazed the trail with much blood, sweat and tears and to foster and cultivate Unity in our Community. As we celebrate this momentous day in our State's history, let us remember that we still continue to face a multitude of injustices and much work needs to be done to realize the rights granted to those who were formally enslaved. We need to encourage our legislature to adopt this day as a Statewide celebration marking the end of slavery in Florida and to fully implement the Florida Black History Education Law in F.S. 1003.42(2)(h) which requires students to learn about the history of African Americans.

I am **PROUD** to **CELEBRATE** this day with you as we continue to learn and live our history for a **BRIGHTER FUTURE** in our community.

In Unity,



Mistress of Ceremonies

Brenda Miller Matheny is a native of Martin County. She was nurtured in the quaint Banner Lake Community in Hobe Sound. She is a proud graduate of Martin County High School. She matriculated at Indian River Community College, and Palm Beach Atlantic University, where she graduated with a Bachelors of Science Degree in Organizational Management.

Brenda worked for the Federal Government for more than 33 years. During her tenure in the Federal sector, Mrs. Matheny worked for the Department of Defense, the National Aeronautics and Space Administration (NASA), and the Defense Contracts Management Agency (DCMA). In 2014, she retired from DCMA as a Management Analyst on the Space Shuttle Main Engine Program. Upon her retirement she received special recognition from President Barack Obama, and former Florida Governor Rick Scott.

Mrs. Matheny's philosophy is, "we are better together." When we join forces collectively with the same vision and goals at heart, together we can positively impact the world.

Mrs. Matheny and her husband Jerry are the proud parents of two children, Tangela Smith (James), and Jere' Matheny (Pamela). They are the doting grandparents of Jayden Ali and Madison Aliyah Matheny. She has 3 furry grand-pups, Prince, Ace, and Bentley.



Jimmy Smith
President of NAACP Martin County

NAACP – What do we do?

Founded February 1909 on the beliefs embodied in the Constitution of the United States- denounce oppression and ensue equal rights for all races.

Still today-

- We support democracy, dignity, and freedom for all peoples.
- We stand against all forms of injustice, hatred, and discrimination.
- We believe that our nation belongs to all of us.
- Our vision is to ensure a society in which all individuals have equal rights.
- Our objective is to
 - Ensure the political, educational, social, and economic equality of all citizens;
 - Remove barriers inherent in discrimination through democratic processes;
 - Seek the enactment and enforcement of federal, state, and local laws securing civil rights for all;
 - Inform the public of the adverse effects of discrimination; and
 - work for the end of discrimination and to promote the treatment of all people with dignity and respect.

Voices of Our Ancestors

(2 minutes)

David Thompson – Stuart

Helen Quintana – Port Salerno

Alfred Miller – Hobe Sound

Miretha Wiley – Jensen Beach

Jackie Gary Clarke, Vice Mayor – Village of Indiantown

Reginald Mitchell, Jr. – Stuart Hornets

Emancipation Proclamation of May 20, 1865 - Dr. Larry Howell, Ed. D.
1st Vice President Martin County Branch NAACP

Introduction of Speaker - Phyllis Gillespie, Esquire
Partner, Gary, Williams, Parenti, Watson & Gary, PLLC

Selection - Samara Lewis

Keynote Speaker

Willie E. Gary, Esquire

Gary, Williams, Parenti, Watson & Gary, PLLC

Presentation - Mayor Eula Clarke

Remarks:

David Dyess, Stuart City Manager

Nina Dooley - Afro American Citizen of East Stuart (AACES)

Lloyd Jones – Black Heritage Initiatives of Martin County

Jimmy Smith, NAACP President

Mayor Eula Clarke, Chairperson

Closing Prayer – Rev. Jerry Gore,
Pentecostal Church of God in Christ

Amazing Grace – Martin Luther King

Program

Mistress of Ceremony

Brenda Matheny

5:00 pm

Pre-Event Gathering Activities:

- ❖ Performance by Students from Gertrude Walden Child Care Center led by Thelma Washington, Executive Director

- ❖ 10TH Street Royal Heart Dancers

- ❖ Mr. Antoine Miller &
Sounds of Success (SOS) Marching Band

6:00 pm

Opening Prayer - Rev. Dr. Charmayne Davis, St. Paul AME Church

National Anthem – Martin Luther King

Negro National Anthem – Samara Lewis
Lift Every Voice and Sing

Welcome - Douette Pryce
President, Martin County Historic Preservation Board

City of Stuart Proclamation - Mayor Eula Clarke

ABC's of Black History - Thelma Washington

Selection - Adrian Mitchell
Negro Spiritual



Local Emancipation Day Historical Information by Alice L. Luckhardt - Historian

Locally, Emancipation Day was celebrated in places like Tick Ridge in the North Jensen area. Back in May 1897, the black community of Jensen and invited guests from neighboring communities had a problem when they celebrated Emancipation Day. At that time, this area was part of Brevard County and when white residents complained, the Brevard County Sheriff J.B. Brown arrested the entire black community. Judge, Minor S. Jones in Titusville fined 30 black persons from Tick Ridge for disturbing the peace.

Another account of an Emancipation Day celebration in Martin County was on Tuesday, May 20th, 1902 when a group of Stuart black citizens were invited and boarded the train for a ride to Jensen to be met by the black residents of Tick Ridge. The occasion was a celebration of Emancipation Day with food, games, and fun for all.

On another occasion, in Stuart, the May 1923, Emancipation Day celebration was set for Monday, May 28th with a giant picnic held on Jupiter Island. The morning events were held in great weather but by the late afternoon and during the serving of the dinner major rainstorms occurred and people went to their cars for protection. Even with some lessening of the rain it was decided to pack up everything and meet at a hall in Lincoln Park (East Stuart) to continue The Grand Social.

We are proud to celebrate and give special honor to the early settlers of our local Martin County communities.

Source: 'Remembering Our Roots' – by Dr. Willie Jay Thompson, East Stuart Historical Society-Established, 1990 and 'Treasure Coast Black Heritage' by Audria Moore and 'Stuart on the St. Lucie' by Sandra Thurlow.



Attorney Willie E. Gary earned the reputation as “The Giant

Killer” by taking down some of America’s most well- known corporate giants on behalf of his clients. He has won some of the largest jury awards and settlements in U.S. history, including cases valued in excess of \$30 billion.

12132021.COM

He has been featured in *Ebony* magazine as one of the “100 Most Influential Black Americans.” *Forbes* listed him as one of the “Top 50 attorneys in the U.S.” Gary has been featured in many of the nation’s most respected media publications, such as *The New York Times*, *The Chicago Tribune*, *The Boston Globe*, *Black Enterprise* and *The New Yorker*.

His vast appeal stems from his desire to be the best and a passionate work ethic he learned through his humble beginnings. One of 11 children, Willie Gary was born July 12, 1947 in Eastman, Georgia and was raised in migrant farming communities in Florida, Georgia and the Carolinas. Upon earning his law degree, Gary returned to Florida with his childhood sweetheart, Gloria, now his wife.

His legal career and tireless work on behalf of his clients have been well documented on “60 Minutes,” the “CBS Evening News,” and ABC’s “World News Tonight.” He also made a guest appearance on “The Oprah Winfrey Show,” and made a live appearance on CBS’s “The Early Show” with Bryant Gumbel.

Gary was admitted to the Florida Bar in 1974 and opened his hometown’s first African American law firm. Gary’s practice has since grown into the thriving national partnership known as Gary, Williams, Parenti, Watson and Gary, P.L.L.C., consisting of 21 attorneys, a team of paralegals and a professional staff of over 50.

The firm’s office is located on the St. Lucie River in historic downtown Stuart, Florida and is also the former Pelican Hotel where Gary worked as a dishwasher during his teenage years.

Gary is a member of the National Bar Association, the American Bar Association, Association of Trial Lawyers of America, American Association for Justice, Martin and St. Lucie County Bar Associations and the Million Dollar Verdict Club. He has tried cases in 45 states and is in great demand as a motivational speaker, delivering speeches at law schools, universities, churches, and to various groups throughout the country.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION**

Meeting Date: 12/13/2021

Prepared by: Mary Kindel, City Clerk

Title of Item:

SELECTION OF MAYOR AND VICE MAYOR

Summary Explanation/Background Information on Agenda Request:

This is the annual reorganization of the City Commission. Each year, the City Commission has the opportunity to elect and name a Mayor and Vice Mayor, as the presiding officers of the City Commission. The City Charter (Sec 7.09 (a)) does not prescribe a method for this reorganization, except that at the "second Monday in December of each year the City Commission shall select from its membership a mayor and vice mayor." Historically, the City Commission has rotated the mayor's position among its members, and most typically chooses the vice-mayor as the new mayor. This has been a tradition in the City for the past several years. Also typically, the outgoing Mayor makes a few remarks, and then turns the "gavel" over to the incoming Mayor, who also makes a few remarks, and then presides at the meeting.

Funding Source:

N/A

Recommended Action:

Selection of Mayor and Vice Mayor

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/13/2021

Prepared by: Jan Foselli

Title of Item:

EMPLOYEE SPOTLIGHT - DECEMBER 2021

Summary Explanation/Background Information on Agenda Request:

Recognize Debbie Smith for the Employee Spotlight, December 2021

Funding Source:

N/A

Recommended Action:

Recognize Debbie Smith for the Employee Spotlight, December 2021

ATTACHMENTS:

Description	Upload Date	Type
▢ Debbie Smith, Employee Spotlight	12/8/2021	Cover Memo



Employee Spotlight

Debbie Smith

December 2021

“I began working for the City of Stuart in March, 2007,” Debbie Smith explains. “I started part-time as an Office Assistant in the Professional Standards Unit of the Stuart Police Department, and a few years later I transferred to a full-time position in Utilities Customer Service. In 2014, I accepted the Business Tax Technician position in Finance and a few years later, I became the Payroll Specialist.” Debbie is particularly proud of her accomplishments of Employee of the Year Runner-Up and recognition from then Director, Dave Peters, for her outstanding efforts in the Sewer Expansion Program.

Debbie and her husband, Shawn, celebrated 25 years of marriage this year, and she is the proud Mom of 4 daughters, ages 24, 23, 22, and 18. Her youngest daughter, Brianna, will graduate from Jensen Beach High School in May 2022. Two of her daughters have worked here in the City; one was a Recreation Leader at 10th Street and the other was an office assistant for Human Resources and the City Clerk. Debbie and her family also share their home with two chihuahuas – Maui and Chubbs. Although Chubbs came to them with the name when they adopted him, Debbie tells us he lives up to that name!

In their off time, Debbie and her family love to travel. Some of the most interesting places they have been to in the United States includes Bisbee, Arizona and Bozeman, Montana. The Montana trip included an amazing trip to Yellowstone National Park. They frequently visit Nashville, Tennessee, where her daughter Samantha lives with former City of Stuart employee, Justin Coyer. The family also takes an annual trip to New York City, where they visit a Broadway show, a favorite activity for their daughter Brianna. They’ve seen “Wicked” and “Frozen” on Broadway at the historic Gershwins Theatre, and both were amazing! Debbie recommends seeing them if you have the opportunity. This summer they will return to see The Lion King!

Over the last two years, they have been busy renovating their dream home in Jensen Beach. She continued to be involved in the entire process, including demolition, and she loves every minute of it. This year will include installing Hardie board paneling to the outside of the home and resurfacing the pool and pool deck. When not busy with home renovation projects, Debbie likes to craft and paint, walk the beach at sunrise and dabble in photography. Some of Debbie’s photographs are printed on tiles and canvas, which she displays in her home. In her spare time, she is pursuing her real estate license, along with her second payroll certification.

When asked what she likes about working for the City, Debbie said she is grateful that the City provides educational and promotional opportunities that anyone can pursue. She also enjoys the family-oriented atmosphere, the phenomenal health coverage, and the genuine concern management has for their staff. The easy commute from Jensen Beach to City Hall is a bonus as well!

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/13/2021

Prepared by: Susej Meleqi, Deputy Clerk

Title of Item:

APPROVAL OF 11/22/2021 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
11/22/2021 CCM Minutes	12/8/2021	Attachment

**MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
HELD November 22, 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: Lieutenant George McLain



5:30 PM ROLL CALL

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

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. CERTIFICATES OF APPRECIATION IN RECOGNITION OF THE "NEVER FORGET GARDEN" IN MEMORIAL PARK.

Ms. Donna DeBois, representative of the Local Chapter of the National Society of the American Daughters of Revolution explained the purpose of the White Rose Garden, planted in honor of the 100th Anniversary of the Tomb of the Unknown Soldier. Certificates were presented to both Ian Dunshee and Ms. DeBois and a group photo was taken.



5:43 PM

2. FORM-BASED CODE BY THE TCRPC

Jessica Seymour, Treasure Coast Regional Planning Council, presented a power point on Form-Based Code and announced upcoming plans, walking tour, and meetings.

Mr. Dyess confirmed a Vision Workshop for December 9th at 5:30 p.m. at East 10th Street Center.

 **6:14 PM**

COMMENTS BY CITY COMMISSIONERS

Commissioner Bruner

- Wished everyone a Happy Thanksgiving.

Commissioner McDonald

- Wished all a Happy Thanksgiving and noted his blessings.
- Announced his attendance at a Ribbon Cutting Ceremony for the Customs and Border Protection and noted that it will be nice to have an additional layer of law enforcement.

Commissioner Meier

- Happy Thanksgiving, thankful to serve with all Commissioners for the community.
- Commented that he is pleased with the Form-Based Code presentation.
- Commented that the planting along Green River Parkway is coming in nicely and looking good.

Vice Mayor Matheson

- Announced that he served Thanksgiving dinners at Gertrude Walden, thanked Thelma Washington and the Police officers that participated.
- Attended the Customs and Border Protection and met with Brightline representatives, reviewed conversation pertaining to the bridges.

Vice Mayor requested that the City draft a letter to Senator Rubio, Senator Scott, Congressman Mast, and Governor DeSantis, stressing our concern of the safety issue regarding Brightline plan of operation and highlight fact that new base of marine unit will have limited access to the service area when the bridge is down.

Commissioner McDonald asked that staff work on letter and bring it back to the Commission for review.

Commissioners, City Manager, and Attorney Mortell continued the discussion about the City's position in the letter and what they would like the outcome to be.

Mayor Clarke

- Happy Thanksgiving and kudos to Thelma Washington and her team for serving meals for Thanksgiving.
- Commented on recognition of all those who make our community shine, would like to find a way to let them know; expressed her appreciation. Suggested every quarter,

possible selection of an organization or group to recognize. Thanked the City Manager, Community Services, and CRA Administrator.

- Spoke on the letter from DEO pertaining to the annexation North of the Bridge.
- Commented on an article on Ernie Lyons and the Sailfish Capital of the World.
- Commented on the first celebration of Emancipation Day in Stuart, handed out certificates and plaques, and ask the Commission for approval to request volunteers to attend the Dec. 13th Commission Meeting to accept their appreciation plaques.

 6:38 PM

COMMENTS BY CITY MANAGER

City Manager Dyess

- Announced various upcoming events; Nov. 26th Tree Lighting, December 3rd Christmas Parade, December 7th Water Supply Groundbreaking, December 10th Santa's City Lights, 18th Miracle of 10th Street.
- Announced that staff is evaluating Agenda and Customer Service software options.
- Provided update on the new Roosevelt Bridge, reported that the FDOT is doing mitigation work and monitoring.
- Requested Commissioner feedback on Zoom and the option to continue it for meetings.

Zoom feedback:

Commissioner McDonald – Stop

Commissioner Bruner – Stop

Commissioner Meier – Keep

Vice Mayor Matheson - Keep

Mayor Clarke – Keep

Attorney Mortell provided DOA hearing update and timeline.

APPROVAL OF AGENDA

 6:52 PM **MOTION: So moved.**

MOVED BY: Commissioner Meier

SECONDED BY: Commissioner McDonald

Motion approved unanimously.

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

- 1) Helen McBride – Flamingo Ave.; Commented on Eagle Scout projects and if Milton Leggett could work with them on dead-end streets and complimented the City Attorney, Mike Mortell and Kev Freeman, Development Director.

CONSENT CALENDAR

3. APPROVAL OF 11/08/2021 CCM MINUTES

END OF CONSENT CALENDAR

 **6:55 PM MOTION: Motion to approve.**
MOVED BY: Vice Mayor Matheson
SECONDED BY: Commissioner McDonald.
Motion approved unanimously.

ORDINANCE SECOND READING

 **6:55 PM**

ORDINANCE FIRST READING

4. THREE HOUR PARKING DISTRICT CHANGE:

ORDINANCE No. 2477-2021; AN ORDINANCE OF THE CITY OF STUART, FLORIDA; AMENDING THE CODE OF ORDINANCES AT CHAPTER 40 ARTICLE II, SEC. 40-43; PROVIDING FOR A REVISION/AMENDMENT TO THE 3 HOUR DOWNTOWN PARKING DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ALL ORDINANCE IN CONFLICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Manager Dyess provided a photo demonstrating the parking location.

Commissioner McDonald commented that we should do warnings for first month to employees from surrounding restaurants, stated that should bring back the signs that state trucks should park on one side of the road.

 **7:00 PM MOTION: Move to approve include 3-hour parking and we put signs up for large truck parking on Osceola St. between St. Lucie and Haney Circle.**
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Meier
Motion approved unanimously.

5. ABANDONMENT OF A PORTION RIGHT-OF-WAY BETWEEN S.E. 5TH STREET AND S.E. STYPMANN BOULEVARD:

ORDINANCE No. 2476-2021; 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. 5TH STREET AND S.E. STYPMANN BOULEVARD, WHICH IS MORE FULLY DEPICTED IN EXHIBIT "A" ATTACHED HERETO, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

 **7:04 PM MOTION: Move for approval with changes as requested by Development Director.**
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Bruner
Motion approved unanimously.

 7:06 PM

DISCUSSION AND DELIBERATION

6. DEVELOPMENT DISCUSSION

City Manager Dyess announced that this item is to review the subject suggested for a Workshop by Commissioner Bruner during a past meeting.

Commissioner Bruner commented that in 2007/08 when we went through a recession, developers had come before Commission and then never built. Stated she plans to oppose further development.

City Attorney Mortell stated that all Commissioners took an oath and should keep an open mind and must follow the code for any upcoming projects that go before the Commission. He further explained what a moratorium is and what zoning in progress is.

Discussion continued amongst Commissioners and staff.

Mr. Freeman presented a PowerPoint showing data of residential development happening currently and comprehensive plan buildout scenario.

Discussion continued amongst Commissioners and staff.

 8:16 PM **ADJOURNMENT**

Mary R. Kindel, City Clerk

, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 13th day of December, 2021.**

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/13/2021

Prepared by: Mary Kindel, City Clerk

Title of Item:

APPROVAL OF 2022 MEETING CALENDAR (RC)

Summary Explanation/Background Information on Agenda Request:

Two meetings per month or as adopted by City Commission annually, the Meeting Calendar schedules the Commission and Advisory Board Meetings, as well as Magistrate Hearings for the year.

Funding Source:

N/A

Recommended Action:

Motion to approve 2022 Meeting Calendar.

ATTACHMENTS:

Description	Upload Date	Type
2022 Meeting Calendar	11/16/2021	Backup Material



City of Stuart 2022 Meeting Calendar



4 CRB Meeting 4:00pm	January						
10 City Commission Meeting 4:00pm	S	M	T	W	T	F	S
13 LPA Meeting 5:30pm							1
17 Martin Luther King Jr Holiday	2	3	4	5	6	7	8
20 Magistrate Hearing 10:00am	9	10	11	12	13	14	15
24 CRA/CRB/CCM Meeting 4:30pm	16	17	18	19	20	21	22
24 City Commission Meeting 5:30pm	23	24	25	26	27	28	29
27 BOA Meeting 5:30pm	30	31					

1 CRB Meeting 4:00pm	March						
1 Jt City/County/School Bd 9:00am	S	M	T	W	T	F	S
10 LPA Meeting 5:30pm			1	2	3	4	5
14 City Commission Meeting 4:00pm	6	7	8	9	10	11	12
17 Magistrate Hearing 10:00am	13	14	15	16	17	18	19
24 BOA Meeting 5:30pm	20	21	22	23	24	25	26
28 CRA Meeting 5:00pm	27	28	29	30	31		
28 City Commission Meeting 5:30pm							

3 CRB Meeting 4:00pm	May						
9 City Commission Meeting 4:00pm	S	M	T	W	T	F	S
12 LPA Meeting 5:30pm	1	2	3	4	5	6	7
19 Magistrate Hearing 10:00am	8	9	10	11	12	13	14
23 CRA Meeting 5:00pm	15	16	17	18	19	20	21
23 City Commission Meeting 5:30pm	22	23	24	25	26	27	28
26 BOA Meeting 5:30pm	29	30	31				
30 Memorial Day Holiday							

4 4th of July Holiday	July						
5 CRB Meeting 4:00pm	S	M	T	W	T	F	S
11 City Commission Meeting 4:00pm						1	2
14 LPA Meeting 5:30pm	3	4	5	6	7	8	9
21 Magistrate Hearing 10:00am	10	11	12	13	14	15	16
25 CRA/CRB/CCM Meeting 4:30pm	17	18	19	20	21	22	23
25 City Commission Meeting 5:30pm	24	25	26	27	28	29	30
28 BOA Meeting 5:30pm	31						

5 Labor Day Holiday	September						
6 CRB Meeting 4:00pm	S	M	T	W	T	F	S
8 LPA Meeting 5:30pm					1	2	3
12 City Commission Meeting 4:00pm	4	5	6	7	8	9	10
15 Magistrate Hearing 10:00am	11	12	13	14	15	16	17
22 BOA Meeting 5:30pm	18	19	20	21	22	23	24
26 CRA Meeting 5:00pm	25	26	27	28	29	30	
26 City Commission Meeting 5:30pm							
29 Jt City/County/School Bd 9:00am							

1 CRB Meeting 4:00pm	November						
10 LPA Meeting 5:30pm	S	M	T	W	T	F	S
11 Veterans Day Holiday			1	2	3	4	5
14 City Commission Meeting 4:00pm	6	7	8	9	10	11	12
17 Magistrate Hearing 10:00am	13	14	15	16	17	18	19
17 BOA Meeting 5:30pm	20	21	22	23	24	25	26
24 Thanksgiving Holiday	27	28	29	30			
25 Day after Thanksgiving Holiday							
28 CRA Meeting 5:00pm							
28 City Commission Meeting 5:30pm							

1 CRB Meeting 4:00pm	February						
10 LPA Meeting 5:30pm	S	M	T	W	T	F	S
14 City Commission Meeting 4:00pm			1	2	3	4	5
17 Magistrate Hearing 10:00am	6	7	8	9	10	11	12
24 BOA Meeting 5:30pm	13	14	15	16	17	18	19
28 CRA Meeting 5:00pm	20	21	22	23	24	25	26
28 City Commission Meeting 5:30pm	27	28					

5 CRB Meeting 4:00pm	April						
11 City Commission Meeting 4:00pm	S	M	T	W	T	F	S
14 LPA Meeting 5:30pm						1	2
21 Magistrate Hearing 10:00am	3	4	5	6	7	8	9
25 CRA/CRB/CCM Meeting 4:30pm	10	11	12	13	14	15	16
25 City Commission Meeting 5:30pm	17	18	19	20	21	22	23
28 BOA Meeting 5:30pm	24	25	26	27	28	29	30

2 Jt City/County/School Bd 9:00am	June						
7 CRB Meeting 4:00pm	S	M	T	W	T	F	S
9 LPA Meeting 5:30pm				1	2	3	4
13 City Commission Meeting 4:00pm	5	6	7	8	9	10	11
16 Magistrate Hearing 10:00am	12	13	14	15	16	17	18
23 BOA Meeting 5:30pm	19	20	21	22	23	24	25
27 CRA Meeting 5:00pm	26	27	28	29	30		
27 City Commission Meeting 5:30pm							

2 CRB Meeting 4:00pm	August						
8 City Commission Meeting 4:00pm	S	M	T	W	T	F	S
11 LPA Meeting 5:30pm		1	2	3	4	5	6
18 Magistrate Hearing 10:00am	7	8	9	10	11	12	13
22 CRA Meeting 5:00pm	14	15	16	17	18	19	20
22 City Commission Meeting 5:30pm	21	22	23	24	25	26	27
25 BOA Meeting 5:30pm	28	29	30	31			

4 CRB Meeting 4:00pm	October						
10 City Commission Meeting 4:00pm	S	M	T	W	T	F	S
13 LPA Meeting 5:30pm							1
20 Magistrate Hearing 10:00am	2	3	4	5	6	7	8
21 Jt City/County/School Bd 9:00am	9	10	11	12	13	14	15
24 CRA/CRB/CCM Meeting 4:30pm	16	17	18	19	20	21	22
24 City Commission Meeting 5:30pm	23	24	25	26	27	28	29
27 BOA Meeting 5:30pm	30	31					

6 CRB Meeting 4:00pm	December						
8 LPA Meeting 5:30pm	S	M	T	W	T	F	S
12 City Commission Meeting 4:00pm					1	2	3
15 Magistrate Hearing 10:00am	4	5	6	7	8	9	10
22 BOA Meeting 5:30pm	11	12	13	14	15	16	17
23 Christmas Eve Holiday	18	19	20	21	22	23	24
26 Christmas Day Holiday	25	26	27	28	29	30	31

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/13/2021

Prepared by: Alaina Knofla

Title of Item:

AWARD RFP# 2022-201, ANNUAL CONTRACT FOR UNIFORM BUILDING CODE INSPECTION SERVICES (RC):

RESOLUTION No. 120-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF RFP #2022-201, ANNUAL CONTRACT FOR UNIFORM BUILDING CODE INSPECTION SERVICES TO THE TOP RANKED FIRM, (JPI) JOE PAINE, PE MBA OF MELBOURNE, 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 October 13, 2021. DemandStar notified seven hundred fifty five (755) potential bidders, there were eleven (11) plan holders, and five (5) bid packages issued for this project. Two (2) bids were received by the bid opening date and time of 2:30 pm. November 4, 2021.

A three (3) member selection committee evaluated the responses based on the following criteria: overall qualifications, operational plan, references/past similar nature of work in Florida, proposed price for work to be accomplished, location of proposer (incase emergency inspection would need to be performed). After detailed evaluation by the selection committee, it was determined it in the City's best interest to award to the top ranked firm (JPI) Joe Paine, PE MBA.

Funding Source:

1211/531

Recommended Action:

Adopt Resolution No. 120-2021

ATTACHMENTS:

Description	Upload Date	Type
□ R120-2021	11/18/2021	Cover Memo



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 120-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF RFP #2022-201, ANNUAL CONTRACT FOR UNIFORM BUILDING CODE INSPECTION SERVICES TO THE TOP RANKED FIRM, (JPI) JOE PAINE, PE MBA OF MELBOURNE, 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 the competitive Request for Proposal process in order to solicit a licensed firms or individuals to provide all labor, equipment, and material necessary to provide Professional Uniform Building Code Inspection Services.

WHEREAS, the services requested are in accordance with the requirements of Chapter 468, Part XII, Building Code Administrators & Inspectors; and Chapter 553, Building Construction Standards, of Florida Statutes.

SECTION 1: The City Commission of the City of Stuart hereby approves the award of RFP #2022-201: Uniform Building Code Inspection Services to the top ranked firm (JPI) Joe Payne, PE MBA with authorization to execute final agreement subsequent to review and approval by City Attorney.

SECTION 2: 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:

EULA R. CLARKE, MAYOR
MERRITT MATHESON, VICE MAYOR
BECKY BRUNER, COMMISSIONER
TROY MCDONALD, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 13th day of December, 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: 12/13/2021

Prepared by: Alaina Knofla

Title of Item:

PURCHASE OF CITY SOFTWARE (RC):

RESOLUTION No. 122-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE PROCUREMENT OF SOFTWARE FOR THE CITY'S ENTERPRISE RESOURCE PROGRAM AND PUBLIC FACING PORTALS UTILIZING INTERLOCAL PURCHASING SYSTEM (TIPS) FOR PARTICIPATION IN THE NATIONAL COOPERTIVE PURCHASING PROGRAM TO UTLIZE VERTOFOFT OPENGOV CLOUD SOFTWARE CONTRACT #200105 ONE YEAR SUBSCRIPTION PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart, pursuant to the City Code of Ordinances, is authorized to use other governmental contracts which have been competitively solicited and awarded. This principle, commonly known as "economy of scale" is the most apparent benefit derived from cooperative procurement. This participation through membership and utilization of competitively bid and awarded vendor contracts in a cooperative purchasing program specializing in the management of high quality cooperative procurement solutions beneficial to the taxpayers through the anticipating savings to be realized by such entity.

The intent to enter into an agreement with Vertosoft OpenGov, for the modernization of the City's software. The full-featured, collaborative, and communicative Government ERP, implementation as a SaaS (Software as a Service), and ongoing cost will be shared by all funds.

Funding Source:

Funds were appropriated in the 2020 Budget and have been rolled through the 2021 fiscal year and into the 2022 fiscal year. The cost will be allocated across all funds.

Recommended Action:

Adopt Resolution No. 122-2021

ATTACHMENTS:

Description	Upload Date	Type
□ R122-2021	12/2/2021	Cover Memo
□ Interlocal Purchasing Agreement	12/1/2021	Cover Memo



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 122-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE PROCUREMENT OF SOFTWARE FOR THE CITY'S ENTERPRISE RESOURCE PROGRAM AND PUBLIC FACING PORTALS UTILIZING INTERLOCAL PURCHASING SYSTEM (TIPS) FOR PARTICIPATION IN THE NATIONAL COOPERATIVE PURCHASING PROGRAM TO UTILIZE VERTOFOFT OPENGOV CLOUD SOFTWARE CONTRACT #200105 ONE YEAR SUBSCRIPTION 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, Florida Procurement Policy authorizes to use other governmental contracts which have been competitively solicited and awarded. This principle, commonly known as "economy of scale" is the most apparent benefit derived from cooperative procurement.

WHEREAS, the City desires to participate in the Interlocal Purchasing System (TIPS), a National Cooperative Purchasing Program offered by Region VIII Education Service Center, located in Pittsburg, Texas. This participation through membership and utilization of competitively bid and awarded vendor contracts in a cooperative purchasing program specializing in the management of high quality cooperative procurement solutions that is beneficial to the taxpayers through the anticipated savings to be realized by such entity.

SECTION 1: The City Commission of the City of Stuart hereby authorizes the procurement of Software Modernization for the City's Software and Public Facing utilizing TIPS Cooperative Contract in accordance with Section VI of the City's Procurement Manual with Vertosoft OpenGov, with authorization to execute resolution agreement subsequent to review and approval by City Attorney.

SECTION 2: 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:

EULA R. CLARKE, MAYOR
MERRITT MATHESON, VICE MAYOR
BECKY BRUNER, COMMISSIONER
TROY MCDONALD, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 13th day of December, 2021.

ATTEST:

MARY R. KINDEL
CITY CLERK

EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

TIPS VENDOR AGREEMENT

Between Vertosoft LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS), a Department of Texas Education Service Center Region 8 for **TIPS RFP 200105 Technology Solutions, Products and Services**

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the addendums possible.

Terms and Conditions

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirms that he/she or any authorized employees or agents has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term and Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the one-year extension beyond the base three-year term and whether or not to offer the extension is at the sole discretion of TIPS. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the

Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the vendor assigned dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the RFP. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Vendor or vendor assigned dealer agrees to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report or as otherwise agreed by the parties.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR**

PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8. Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS for an alternative submission schedule).

Licenses

Awarded vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful

provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded vendor whose

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/13/2021

Prepared by: Tom Reetz

Title of Item:

SAVANNA PLACE APARTMENTS RPUD - MINOR AMENDMENT (QUASI-JUDICIAL) (RC):

RESOLUTION No. 123-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MINOR AMENDMENT TO THE SAVANNAH PLACE APARTMENTS RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) ON PROPERTY LOCATED ON THE NORTH SIDE OF THE INTERSECTION OF N.E. SAVANNAH ROAD AND N.E. BAKER ROAD., WEST OF THE HOPE CENTER FOR AUTISM AND SOUTH OF JENSEN PARK ESTATES BOTH IN UNINCORPORATED MARTIN COUNTY, THEREBY AMENDING THE DEVELOPMENT CONDITIONS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Helping People Succeed has informed the applicant that it no longer desires the installation of landscaping on the Helping People Succeed property making it impossible for the applicant to comply with condition No. 41 (previously condition No. 45) of the approving Development Order.

Suzanne Hutcheson, President/Director states in a letter to the city that "the portion of our property where the developer of the PUD is required to install landscaping could be put to a better use by us than landscaping". The minor amendment being proposed will eliminate condition No. 41 (referred to under the previous conditions of development as No. 45) requiring the applicant to provide offsite landscape design on the adjacent property currently owned by Helping People Succeed. **See C.1 Application attachment**

~~41. The developer shall plant a landscape buffer on the property leased by Helping People Succeed. The landscape buffer shall include native trees and native shrubs and grasses. The trees shall be a minimum of 20' height and shall be planted at a maximum spacing of 20' on center. The buffer shall be planted on the eastern side of the existing swale and shall be a minimum width of 15'. The landscape buffer shall have an irrigation system installed by the developer, the irrigation water shall be provided by Helping People Succeed. The landscape buffer shall be planted prior to the City of Stuart releasing the first building permit for vertical construction.~~

History/Approval:

On December 14, 2020 The City Commission adopted Resolution No.128-2020 that approved the developer contributing Two Hundred Fifty-Two Thousand Six Dollars (\$252,006) into the City's Attainable Housing fund in lieu of providing ten (10) "Workforce housing units.

On May 13, 2019, the Stuart City Commission adopted Ordinance 2398-2019, approving the Savannah Place Apartments RPUD, 280 multifamily units on 15.2 acres owned by Werner-Bols Revocable Trust. The proposed project consist of six (6) four-story apartment buildings. In addition to the apartment buildings, there will be amenities such as a clubhouse, pool, recreation/gym buildings, a playground and an outdoor pavilion. The

apartment access will be privately gated, with a portion of the parking located outside of the gated areas. The residents will also have an opportunity to rent a garage for an automobile if desired.

The property is bounded to the east by the current and future addition of the Hope Center for Autism which is in unincorporated Martin County. To the north is Jensen Park estates, a single-family residential community also located in unincorporated Martin County. And, to the west is vacant land with a B-4 Limited business/Manufacturing zoning which is within the City of Stuart. Access to the property will be from Baker Road, which the applicant plans to make significant improvements to the roadway to allow for better access for the community.

Funding Source:

N/A

Recommended Action:

The Commission should consider the application and either find the application:

- A. In compliance – Approved
- B. In compliance - Subject to stated conditions or modifications; or
- C. Not in compliance – Not approved

Staff recommendation is to find the application in compliance and move to approve the PUD amendment, removing condition 41 from the conditions of development.

ATTACHMENTS:

Description	Upload Date	Type
□ A.1 Resolution No. 123-2021	12/3/2021	Resolution add to Y drive
□ C.1 Application	12/2/2021	Backup Material
□ D.1 Landscape Design Cond.41	12/3/2021	Backup Material
□ D.2 Resolution 128-2020	12/3/2021	Backup Material
□ D.3 Ordinance No.2398-2018 Original Approval	12/3/2020	Ordinance add to Y drive



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 123-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MINOR AMENDMENT TO THE SAVANNAH PLACE APARTMENTS RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) ON PROPERTY LOCATED ON THE NORTH SIDE OF THE INTERSECTION OF N.E. SAVANNAH ROAD AND N.E. BAKER ROAD., WEST OF THE HOPE CENTER FOR AUTISM PROPERTY AND SOUTH OF JENSEN PARK ESTATES BOTH IN UNINCORPORATED MARTIN COUNTY, THEREBY AMENDING THE DEVELOPMENT CONDITIONS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City Commission approved the Residential Planned Unit Development (RPUD) for Savannah Place Apartments per Ordinance No. 2398-2019, and

WHEREAS, on December 14, 2020 the City Commission adopted Resolution 128-2020 which was a minor amendment to Ordinance 2398-2019. The Resolution had 43 separate conditions.

WHEREAS, the applicant is now requesting a minor amendment to the Ordinance which will remove condition 41 of Resolution 128-2020. The minor amendment will modify the offsite landscape design on the adjacent property currently owned by Helping People Succeed, a non-profit organization; and

WHEREAS, Helping People Succeed has informed the applicant that it no longer desires the installation of landscaping on the Helping People Succeed property and therefore it is

impossible for the applicant to comply with the condition.

WHEREAS, the original Ordinance, 2398-2019 included 48 conditions which were then reduced to 43 conditions with the adoption of Resolution 128-2020.

WHEREAS, the amendment currently proposed in this Resolution (R123-2021) will remove condition 41 and leave a total of 42 conditions. The conditions have been renumbered and are fully set forth herein.

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

SECTION 1: A 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, Conditions 41 previously depicted as part of **Exhibit “C”** is removed (described with strike-thru) and made a part hereof by reference.

SECTION 2: In all other respects and except as amended hereby, Ordinance No. 2398-2019 shall remain in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict with this resolution or any part thereof are hereby repealed to the extent of such conflict. If any provision of this resolution conflicts with any prior contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 4: Following the adoption and acceptance of this resolution 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) and Resolutions adopting the same, the City Commission may impose or do any or all the following:

- a. Initiate the process to amend or repeal this or any other resolution pertaining to the development.
- b. Direct the City Development Director to initiate the process to rezone the RPUD property or any portion of the RPUD 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 RPUD resolution 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 5: If any provision of this resolution or the application thereof to any person or circumstance is held invalid; the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6: This resolution shall be effective upon the adoption by the City Commission, and proper execution by the Owner.

SECTION 7: The Forty-Two (42) conditions attached hereto and made apart of this minor amendment shall supersede and replace all prior conditions for Ordinance 2398-2019. All other terms of Ordinance 2398-2019 which are not modified by this Resolution shall remain in full force and effect.

SECTION 8: The complete execution and recording of this resolution by the City Clerk shall occur no later than 60 days from the date of this approval, failing which this resolution shall

be void.

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:

EULA R. CLARKE, MAYOR
MERRITT MATHESON, VICE MAYOR
BECKY BRUNER, COMMISSIONER
TROY MCDONALD, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this day _____ of 2021.

ATTEST:

MARY R. KINDEL
CITY CLERK

EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY'S ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by Eula R. Clarke, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Personally Known OR Produced Identification

Type of ID Produced _____

Signature of Notary Public:

Commission Expires:

Notary Seal:

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN 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 RESOLUTION. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS COMMERCIAL PLANNED UNIT DEVELOPMENT ACCORDING TO THIS RESOLUTION, ITS CONDITIONS, AND THE DEVELOPMENT PLANS AND DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS RESOLUTION 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: GPAI, LLC, a Delaware limited liability company (Owner)

_____ By: _____
Print Name: _____ Print: _____

Print Name: _____

OWNERS ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2021, by of GPAI, LLC, a Delaware limited liability company, who ☐ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)

Signature of Notary Public

Printed Name: _____

EXHIBIT "A" Legal Description

A PARCEL OF LAND LYING IN A PORTION OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, AND BEING FURTHER DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 LYING NORTHERLY OF THE NORTH RIGHT-OF-WAY OF NE SAVANNAH ROAD AND NORTHERLY OF THE RIGHT-OF-WAY EXTENSION OF BAKER ROAD.

AND

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

EXHIBIT "B"

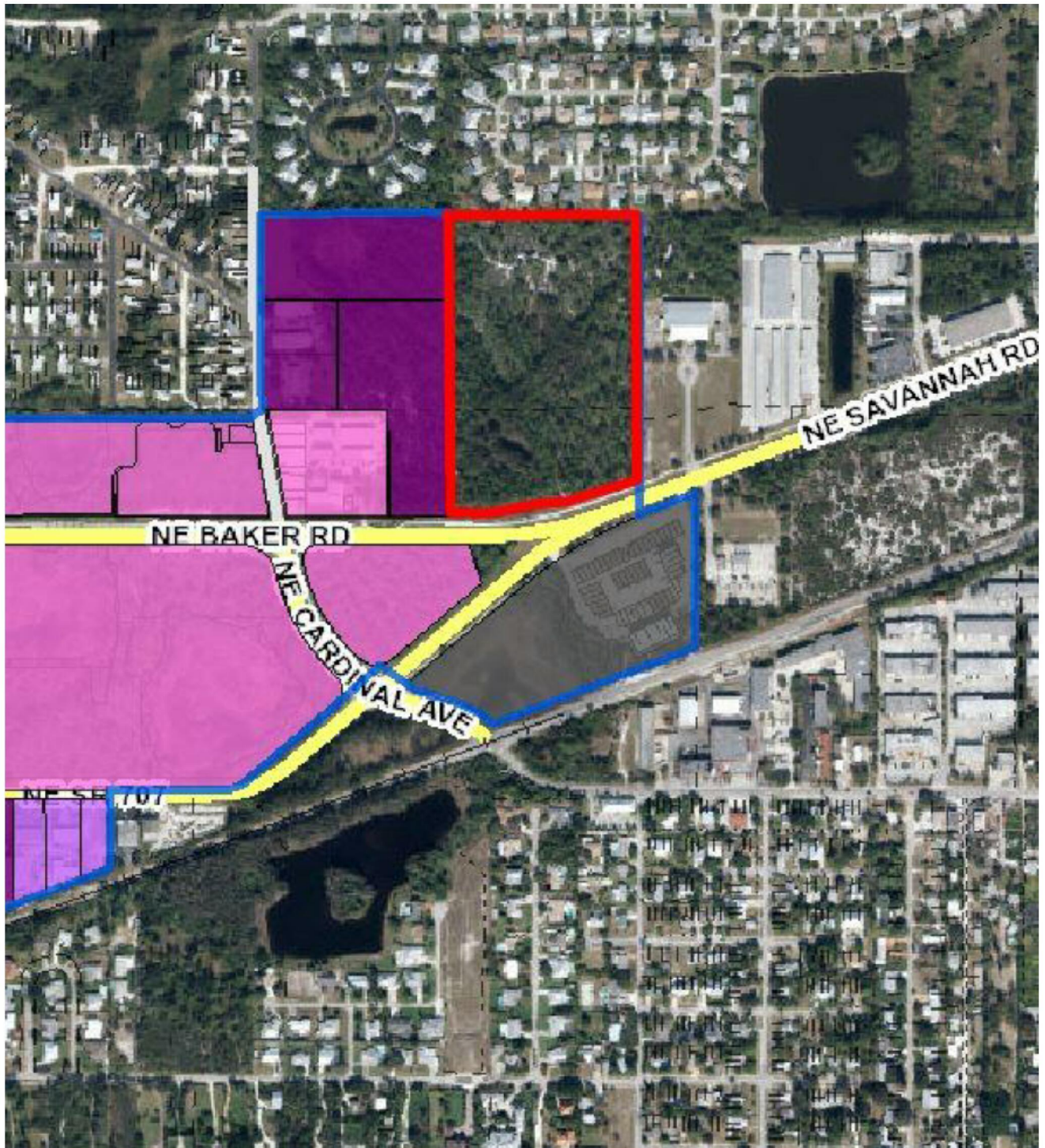


EXHIBIT “C” – DEVELOPMENT CONDITIONS

Amended with strike-through and underline

Approved Plans and Documents

2. The Savannah Place Apartments RPUD project and use thereof shall comply with the following drawings:
 - a. **The Master Site Plan, Sheet 1 of 1, prepared by Lucido and Associates, dated 05.02.2019.**
 - b. **The Boundary Survey, Sheets 1 thru 7, by Betsy Lindsay, Inc., dated 02.20.2018.**
 - c. **The Landscape Plans, Cover Sheet & Sheets LA-1 thru LA-5, prepared by Lucido & Associates, dated 05.02.19.**
 - d. **The Tree Mitigation Plan, Sheets MT-1, M-T-2, & MT-3, prepared by Lucido & Associates, dated 05.02.19**
 - e. **The Offsite Landscape Buffer PLANS, Sheets 1 &2, prepared by Lucido and Associates, dated 05.02.19.**
 - f. **Savannah Road Turn Lanes, Sheet 1 of 1, by Captec Engineering Inc., dated 04.30.19.**
 - g. **Architectural Floor Plans and Elevations, by Marc Wiener A.I.A., Sheets A1.04 Compactor, A2.01R Leasing Rec Center, A2.02R Roof Plan, AC3.02R Typical Garage Building, AC3.011 Typical Building Type 1, AC3.01 11 Typical Building Type 2, AC3.01 111 Typical Building Type 3, AC3.02 R Pool Pavilion, and AC3.01 R Leasing/Rec Center, all dated 18.03.29.**
 - h. **Lighting Plan, by Power and lighting systems, dated 2.27.19..**
 - i. **Kennedy Homes-Savannah Place Apartments Natural System Restoration and Enhancement, by J.J. Goldasich and Associates, Inc. FLUUCS Map dated 12/29/2017, FLUUCS Map with site plan dated 05/02/2019 Env 1, dated 12/29/2017, Env 2, dated 12/29/2017.**
 - j. **Ecological Assessment and Preserve Area Management Plan by Jim Goldasich, PWS, dated 2/11/19.**

k. Ecological Assessment and Preserve Area Management Plan by Jim Goldasich, PWS, dated 2/11/19.

3. Any modifications to the Master 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, 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 no more than (52%) impervious coverage for the RPUD. The maximum building height within the RPUD shall be 4 stories or 45'-0". Height shall be measured from the lowest permissible finished first floor elevation to the surface of a flat roof and to the eave of a pitched roof.
5. Notwithstanding any presence of premium parking consisting of garages, at no time shall any parking space be deemed unavailable for use due to an absence of a lease agreement for the use of said space.
6. Garages shall not be used for storage to the exclusion of a vehicle.
7. 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.
8. 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.

Landscaping

9. The common areas including the projects clubhouse and pool area shall be provided with landscaping with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.
10. At the time of permitting, relocated landscaping to the public right-of-way shall be located clear of utility lines and approved by the City of Stuart.
11. 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.
12. 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

13. Open Space. Not less than 22.6% of the RPUD shall be open space as depicted on the Site Plan by Lucido and Associates as described in Exhibit C. Required open space may include native vegetation areas, however, other required landscaping shall not count towards the open space requirement.
14. Excluding wetlands defined by the South Florida Water Management District, not less than 28% of the total pre-development site shall remain as undeveloped and recreated native vegetation area. The required native vegetation area may include open space areas; 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, by Lucido and Associates. The project shall adhere to the Preserve area mitigation and monitoring plan (to be prepared prior to first reading). The owner and developer shall adhere to the provisions of the Wetland Maintenance and Monitoring Plan (included in PAMP) and permanent maintenance will be the responsibility of the owner.

Tree Mitigation

15. 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

16. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.
17. Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.
18. 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.
19. All development activities shall comply with the City's Concurrency Management System prior to the issuance of building permits.

Development and Construction

20. The Developer shall construct the project's infrastructure in one phase and complete all site and infrastructure prior to the first certificate of occupancy.
21. The Developer shall install landscaping and gate 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 shall be made operational prior to issuance of a certificate of occupancy.
22. The property owner shall provide easements for licensed television services. A Conservation easement shall be dedicated to state agencies with the City of Stuart having the option to have those same easements.
23. In the event of any conflict in the provisions of Exhibit 'C' Development Conditions and attached exhibits, Exhibit 'C' shall prevail.
24. 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.

25. 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.
26. The project's new intersection at N.E. Baker Road and N.E. Savannah Road as well as turning lanes into the project as described on the project's Master Site plan and Turning Lane Exhibit shall be completed before the first Certificate of Occupancy is issued for any building.
27. The project's storm water facilities, specifically the Native Planting schemes at the lake 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".
28. As part of the stormwater system, the owner shall install a floating mat littoral system. The size of the mat shall be 5% of the surface area of the lake, or approximately 1,437 sf. The littoral mat system shall be manufactured and installed by Beesmats or City of Stuart approved equal. The littoral mat system shall be "harvested" at least once per year and new planting installed for new nutrient uptake. The mat system shall be maintained in working order in perpetuity.
29. Littoral plantings and upland planting shall be provided per Landscape plan by Lucido and Associates at the lakes bank and entire perimeter.
30. Temporary or freestanding storage units are prohibited on the property once construction is complete.
31. Owner shall restore 4.3 acres within the heart of the Haney Creek watershed as per Exhibit C letter f. Kennedy Homes-Savannah Place Apartments Natural System Restoration and Enhancement, by J.J. Goldasich and Associates, Inc. Env 1 & 2 and shall be maintained and monitored as specified in the PAMP attached as Exhibit C letter g.

32. Site work including but not limited to land preparation, lake 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.
33. Savannah Place Apartments will provide two on-site trash compactors. The trash compactor dedicated to trash collection will have an associated 30-yard rollout dumpster and shall be a Marathon RJ-275 or equal. The trash compactor dedicated to recycling collection shall have an associated 10-yard dumpster and shall be a Marathon RJ-225 or equal. The resident shall separate their refuse into general trash and recycling and place the trash into a general trash receptacle and a recyclable trash receptacle located on their floor. The apartment management is responsible for transferring the trash from the on-floor receptacle to the compactor by way of a rolling cart. The resident will not be responsible for transferring the trash to the compactor or be responsible for operation of the compactor. The trash within the compactor shall be picked up by the City of Stuart Sanitation Department.

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 Proposed Entry Monument Sign drawing by Mark Wiener A.I.A. Architecture and Planning.

Work Force Housing

35. Prior to the issuance of the first Certificate of Occupancy (CO) for this development, and in lieu of providing ten (10) "Workforce housing units, the developer shall

contribute a sum of Two Hundred Fifty-Two Thousand Six Dollars (\$252,006) into the City's Attainable Housing fund.

Future Amendments

36. Owner shall not subject the Property to any condominium conversion and neither shall any portion of the Property be converted to units for sale in connection with a condominium conversion nor shall the title to any such units be transferred to any party other than being held as a single parcel for the purposes of apartment rental.
37. 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 owner. Further, the City may at its discretion, take over maintenance of the preserve area(s) without objection by the owner.

Timetable for Development

38. Timetable for development shall be as follows:

<u>Allowable Uses</u>	Site and building permit application deemed sufficient for permit review under city codes and standards.	March 1, 2020
	Final Certificate of Occupancy for all site and building improvements.	March 1, 2023

39. T

he following uses shall be permitted:

- a. Multi-Family Residential
- b. Home Occupations in accordance with the City's Land Development Code.
- d. This residential facility shall not operate as an age restricted community in accordance with Florida Law.

Additional Conditions of Approval included at second reading.

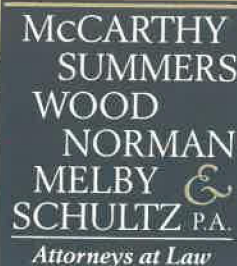
Helping People Succeed

40. The perimeter berm along the eastern property line shall be increased to the maximum height allowed by the South Florida Water Management District while maintaining a maximum slope of 4:1.

41. ~~The developer shall plant a landscape buffer on the property leased by Helping People Succeed. The landscape buffer shall include native trees and native shrubs and grasses. The trees shall be a minimum of 20' height and shall be planted at a maximum spacing of 20' on center. The buffer shall be planted on the eastern side of the existing swale and shall be a minimum width of 15'. The landscape buffer shall have an irrigation system installed by the developer, the irrigation water shall be provided by Helping People Succeed. The landscape buffer shall be planted prior to the City of Stuart releasing the first building permit for vertical construction.~~
42. The developer shall change the lighting fixture in the north east corner of the proposed parking lot to a double fixture, with the second fixture illuminating the adjacent property leased by Helping People Succeed. The additional fixture shall be a Type 3 distribution, or similar distribution.

Jensen Park Estates

43. The developer shall meet with each property owner of Lots 9-15 of Jensen Park Estates Phase 2 to determine which landscape buffer each property owner selects for their property from the choices within the approved offsite landscape plan. The landscape buffer shall be planted by the developer prior to the issuance of a building permit for the second building within the project. The developer shall provide temporary irrigation for one-year to establish the landscape buffer.



TR.
11/17/21
KF.

November 16, 2021

VIA HAND-DELIVERY

Kevin Freeman, Development Director
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Re: **City of Stuart Ordinance Number 2398-2019
The Savannah Place Apartments Residential PUD
PUD Amendment Application**

Dear Mr. Freeman,

Attached please find the following:

1. Original, executed City of Stuart Development Department Planned Unit Development (PUD) Amendment Application;
2. Original correspondence, dated November 15, 2021, from Suzanne Hutcheson, President of Helping People Succeed, in support of the above-referenced amendment request; and
3. Grand Peaks Development, Inc. check number 2043, in the amount of \$2,099.00, in payment of the Minor PUD Amendment Application fee.

Please advise if you need anything further.

Very truly yours,

Donna A. Dempsey, FRP
dad@mccarthysummers.com
/s

Attachments

cc: Todd Guthrie (Via E-Mail)
Michael Sommers (Via E-Mail)

Terence P. McCarthy *
Robert P. Summers *
Steven J. Wood **
Kenneth A. Norman
Nicola J. Boone Melby ***
Owen Schultz
Margaret E. Wood
Jessica M. VanValkenburgh
Donna R. McMillan
Christen Spake
Kimberly A. Ryan
David A. Lewis

**Board Certified
Real Estate Lawyer*

***Board Certified Wills,
Trusts & Estates Lawyer*

****Board Certified
Elder Law Lawyer*



CITY OF STUART
DEVELOPMENT DEPARTMENT
PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT APPLICATION
Application must be legible with all relevant fields completed.
Project ID# _____

Reviewed by: _____

Pre-App Conference Date: _____	Application Date: November 16, 2021
Project Name: The Savannah Place Apartments	
2837 41 0000 00000 579	Project Address: Project Address: West of the Center for Autism and south of Jensen Park Estates and north of the intersection of NE Baker Road, NE Savannah Rd and SR 707
Zoning/CRA Sub-district: RPUD	
Subdivision: _____	Lot(s): _____
Fees: Major PUD Amendment - \$3,148.00; Minor PUD Amendment: \$2,099.00 ; PUD Agreement Amendment (text change only): \$1,049.00 <i>(this does not include fees that may be charged as a result of application review by the City's consultants or any required recording fees)</i>	
A Major Planned Unit Development Amendment is one which shall include any one of the following; ▶ A change of two (2) percent or more in the area of any land use designations shown on the site plan; ▶ Any change in the list of proposed uses; ▶ An increase in residential density of five (5) percent or more; ▶ An increase in nonresidential Building square footage of ten (10) percent or more; ▶ A change in the boundary of the PUD district; ▶ A change in the site plan or approval regarding any area(s) set aside and designated for future development; ▶ Any other change determined by the City Development Director to have a potentially significant impact on City services or the surrounding neighborhood; ▶ An amendment of greater than twelve (12) months to an originally approved timetable of development. Such an amendment may only be approved upon good cause shown to the City Commission. Any contributions conditioned as part of the original PUD agreement shall be revisited upon application for timetable extension. A timetable extension greater than twelve (12) months will require a full concurrency review. <i>(A Minor Planned Unit Development Amendment is any amendment that is not a Major Amendment.)</i>	
Submittal Requirements: A completed application form, the payment of fees, a site plan, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, and any other information as may be required by the City Development Director in order to do a thorough review of the request. (Note: A concept plan may, at the discretion of the applicant, be submitted instead of a site plan if a site plan has not previously been approved. However, in doing so the applicant acknowledges that a site plan will need to be submitted for City Commission approval prior to making application for a development permit.) <i>(The data requirements for a site plan and a concept plan are available at the Development Department)</i>	
Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application. For a Major PUD amendment, the Local Planning Agency (LPA) is required to hold an advertised public hearing and formulate a recommendation to the City Commission. For both types of applications, the City Commission is required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.	
Justification: Written justification supporting the application and demonstrating how the application remains: (a) consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses and (b) complies with the relevant development standards of the City of Stuart Land Development Code.	

(over)

General Information

(Please Print or Type)

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

Name:
Title:
Company: GPAI STUART, LLC
Company Address: 4582 S. Ulster St. Pkwy., Suite 1200

City/State/Zip Code: Denver, CO 80237
Telephone Number:
Facsimile Number:
Email Address (optional): msommers@grandpeaks.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
Title: President
Company: McCarthy, Summers, Wood, Norman, Melby & Schultz, P.A.
Company Address: 2400 SE Federal Highway, 4 Floor,

City/State/Zip Code: Stuart, FL 34994
Telephone Number: (772) 286-1700
Facsimile Number: (772) 283-1803
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: Max Siler
Title: Authorized Representative
Company: GPAI STUART, LLC
Company Address: 4582 S. Ulster St. Pkwy., Suite 1200

City/State/Zip Code: Denver, CO 80237
Telephone Number: (720) 889-9208
Facsimile Number:
Email Address (optional): msiler@grandpeaks.com

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

4. Signed this 12 day of November, 2021.

GPAI STUART, LLC

By: Max Siler

Print Name:

Max Siler

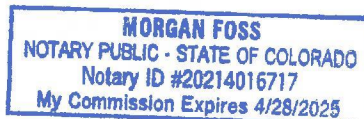
Authorized Representative

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

STATE OF COLORADO
CITY & COUNTY OF DENVER

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 12 day of November, 2021 by Max Siley, Authorized Representative of GPAI Stuart, Inc., on behalf of the Corporation, who is ☒ personally known or () has produced _____ as identification.

(Notary Seal)



 Printed Name: Morgan Foss
Notary Public City & County of Denver
My Commission Expires: 4/28/2025



Helping
People
Succeed

November 15, 2021

VIA HAND-DELIVERY

Mr. Kevin Freeman
Development Director
City of Stuart, Florida
121 SW Flagler Avenue
Stuart, FL 34994

Re: ***City of Stuart Ordinance Number: 2398-2019 (the "Ordinance")***

Dear Mr. Freeman,

I am writing in regard to the property that is the subject matter of the project known as Savannah Place, Ordinance No. 2398-2019. (the "PUD").

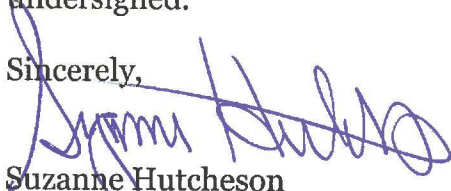
As you may be aware, I am the CEO of HPS, Helping People Succeed, Inc. Our organization is the owner of the property located east of and adjacent to the PUD (the "Property"). We were an active participant in the public hearings associated with the approval of the PUD by the City. At the time of the public hearing, we were a tenant of the Property, and we subsequently purchased the Property.

We recently revisited this issue within our organization, and we have determined that the portion of our Property where the developer of the PUD is required to install landscaping could be put to a better use by us than landscaping. As a result, we respectfully request that the City delete that provision of the PUD that requires the developer to install landscaping on our Property.

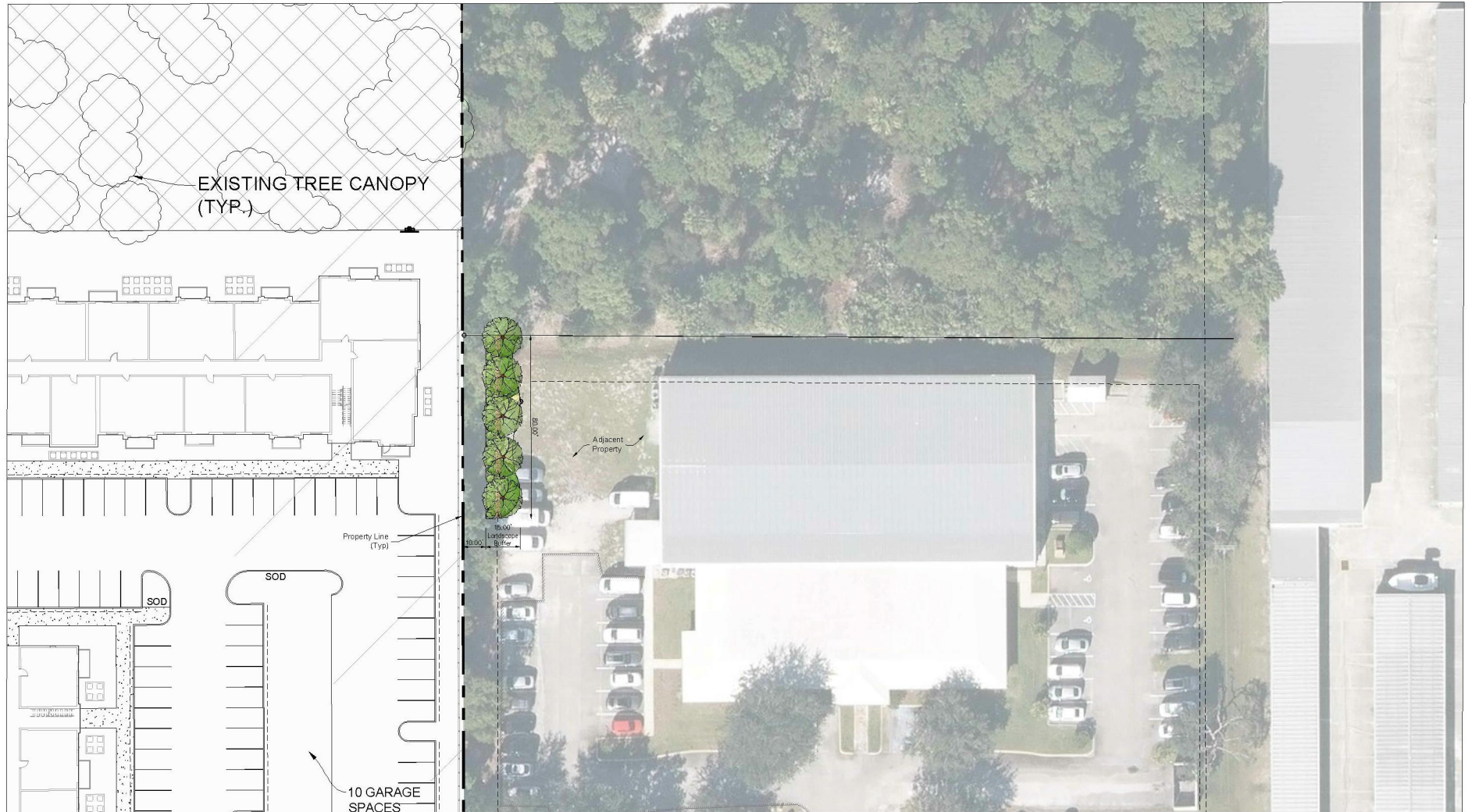
It is our understanding that the provision in the PUD that requires landscaping on our Property is paragraph 45 of Exhibit "C" to Ordinance No 2398-2019.

Should you need further confirmation of our request, please don't hesitate to call the undersigned.

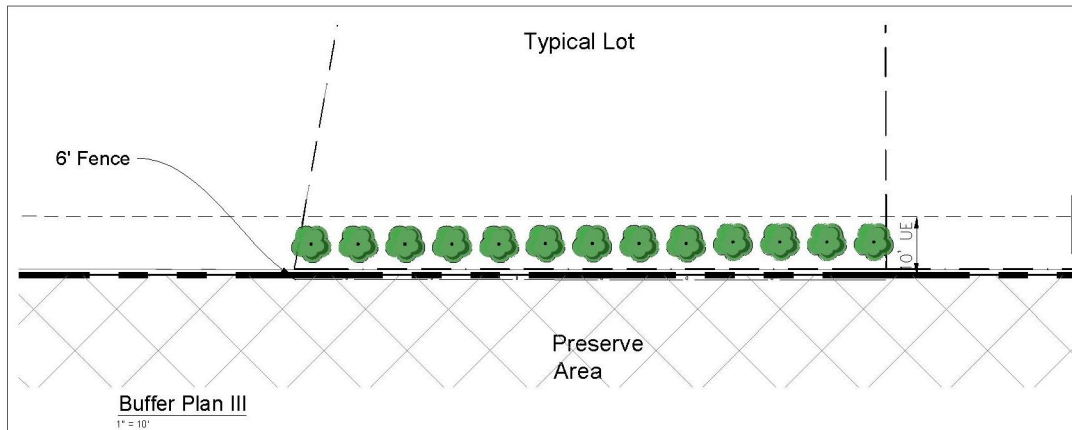
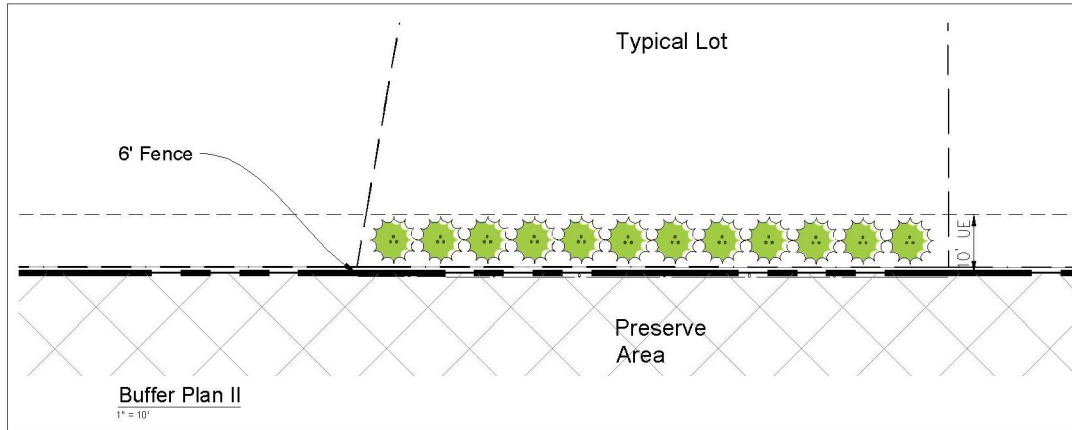
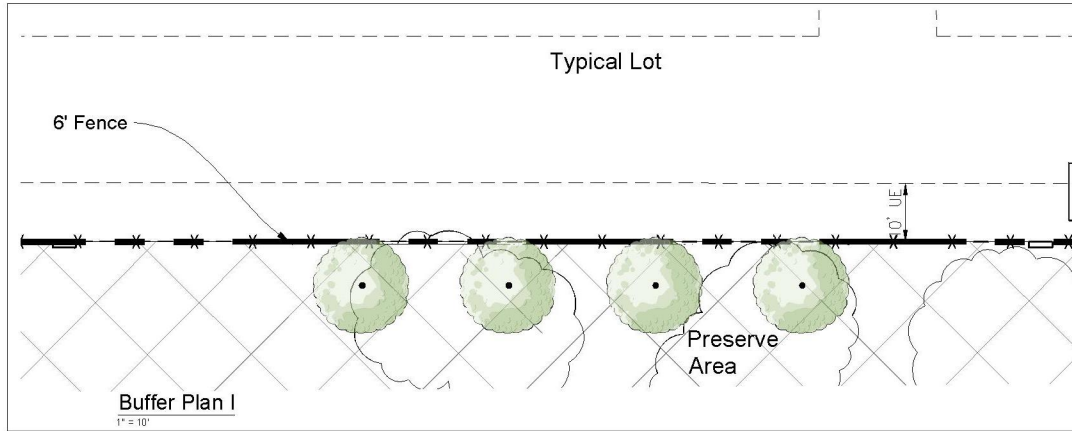
Sincerely,


Suzanne Hutcheson
President/Director

cc: Tom Reetz, Principal Planner (Via E-Mail: treetz@ci.stuart.fl.us)
Shaun Kogut
John Creswell

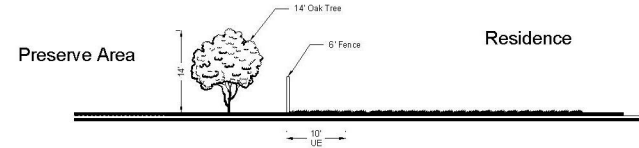


Offsite Helping People Succeed Buffer Plan - Northeast Boundary
 1" = 20'



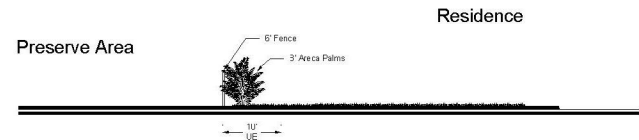
PLANT SCHEDULE BUFFER 1

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CAUPER
QV	4	Quercus virginiana	Southern Live Oak	FG	14' HT	7' W	F, SP	Native	4.5" Caliper



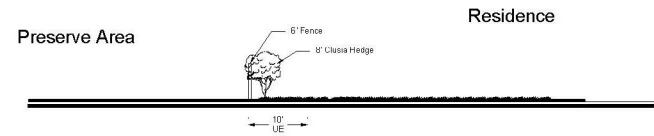
PLANT SCHEDULE BUFFER 2

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES
UL	12	Uyenia luteo-occidentalis	Avocado Palm	25G	8' HT	3' W	

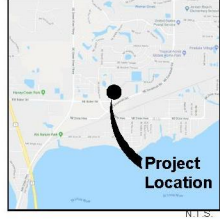


PLANT SCHEDULE BUFFER 3

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES
CLU	13	Clusia gulfifera	Small Leaf Clusia	30G	8' HT	4' W	Standard



Key / Location:



Project Team:

Property Owner
Merrill Trust, Inc.
PO Box 104
Falmouth, Florida 34901

Land Planner
Landscape Architecture
701 East Ocean Blvd.
Stuart, Florida 34994
772.220.2100

Engineer
Landscape Engineering, Inc.
301 West Flagler Avenue
Stuart, FL 34994
772.220.2100

Surveyor
Bobby Landry Inc.
3007 NW Lake James Drive
Stuart, Florida 34907
772.220.8703

Applicant
Kennedy Homes
6400 Congress Avenue
Boca Raton, Florida 33487

Landscape Architect
Landscape Architecture
701 East Ocean Blvd.
Stuart, Florida 34994
772.220.2100

Traffic Engineer
Landscape Engineering, Inc.
301 West Flagler Avenue
Stuart, FL 34994
772.220.2100

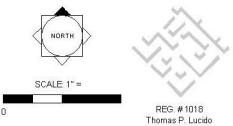
Architect
Merrill Trust, Inc.
3007 NW Lake James Drive
Stuart, Florida 34907
772.220.8703

Savannah Place Apartments

City of Stuart, Martin County, Florida

Offsite
Landscape Buffer
Plans

Date	By	Description
03.01.19	D.C.	Review
05.02.19	D.C.	City Commission 2nd Reading

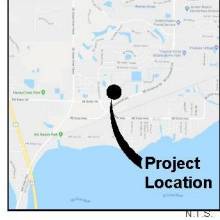


Designer: U.C.
Manager: U.P.
Project Number: 17-1120
Municipal Number: ---
Computer File: 17-1120 Baker Road Kennedy Homes - Offsite

1 of 2

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Key / Location:



Project Team:

Property Owner
Marina Real Estate, LLC
PO Box 104
Stuart, Florida 34991

Applicant
Kennedy Homes
6400 Congress Avenue
Boca Raton, Florida 33487

Land Planner
Lucido & Associates
701 East Ocean Blvd.
Stuart, Florida 34994
772.220.2100

Landscape Architect
Lucido & Associates
701 East Ocean Blvd.
Stuart, Florida 34994
772.220.2100

Engineer
Lucido Engineering, Inc.
301 West Flagler Avenue
Stuart, FL 34994
772.220.2100

Traffic Engineer
Lucido Engineering, Inc.
301 West Flagler Avenue
Stuart, FL 34994
772.220.2100

Surveyor
Betsy Lucido, Inc.
2007 NW Lake James Drive
Stuart, Florida 34907
772.220.2100

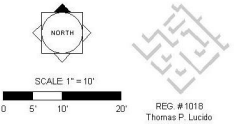
Architect
Mark Wines, AIA
Architectural Planning
601 S. Federal Highway, Suite 203
Boca Raton, Florida 33432
561.762.4111

Savannah Place
Apartments

City of Stuart, Martin County, Florida

Offsite
Landscape Buffer
Plans

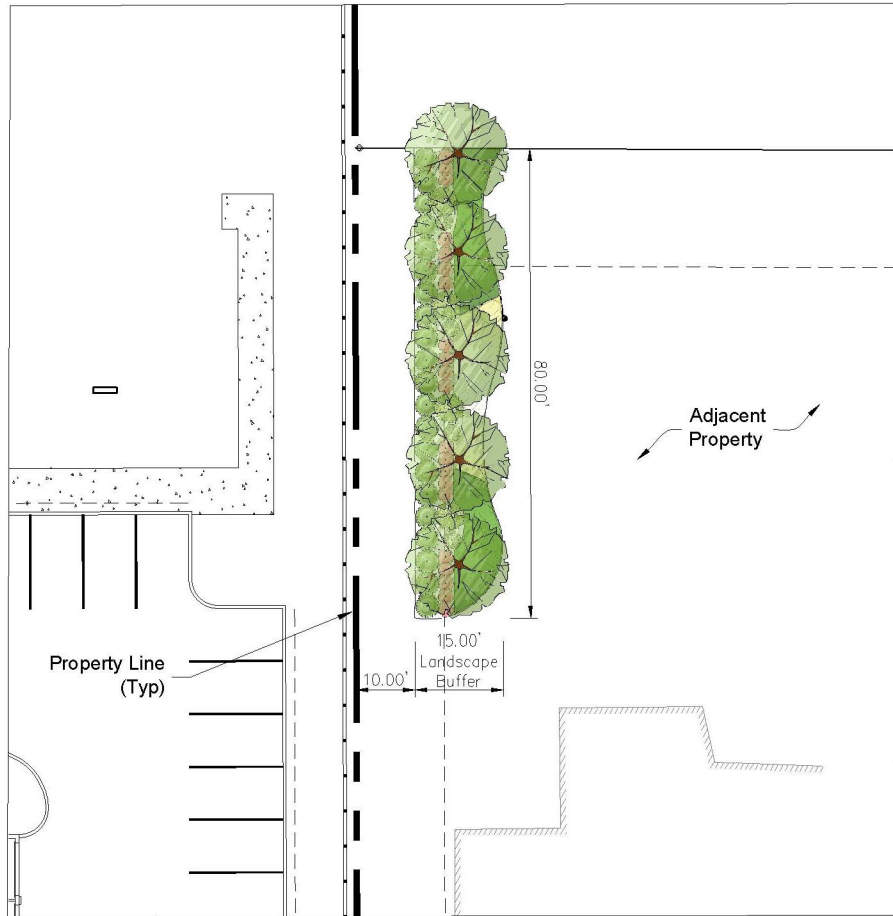
Date	By	Description
03.01.19	D.C.	Review
05.02.19	D.C.	City Commission 2nd Reading



Designer: U.C. Sheet
Manager: U.P.
Project Number: 17-1120
Municipal Number: ---
Computer File: 17-1120 Baker Road Kennedy Homes - Offsite

2 of 2

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PLANT SCHEDULE NORTHEAST BUFFER

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	5	Quercus virginiana	Southern Live Oak	FG	20' HT	10' SPR	SP	Native	2" Caliper
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	21	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	3G	24" HT	18"W	FTB	Native	
	21	Conocarpus erectus	Buttonwood	7G	4' HT	3'W	FTB, SP	Native	
	4	Myrdanthes fragrans	Simpson's Stopper	7G	4' HT	3'W	FTB, SP	Native	
	4	Myrica cerifera	Wax Myrtle	7G	36" OA		FTB, SP	Native	
SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	29	Spartina bakeri	Sand Cordgrass	3G	18" OA		F	Native	30" o.c.
	36	Tripsacum floridana	Florida Gamma Grass	3G	24" OA	18"W	F	Native	36" o.c.



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 128-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MINOR AMENDMENT TO THE SAVANNAH PLACE APARTMENTS RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) ON PROPERTY LOCATED ON THE NORTH SIDE OF THE INTERSECTION OF N.E. SAVANNAH ROAD AND N.E. BAKER ROAD, WEST OF THE HOPE CENTER FOR AUTISM AND SOUTH OF JENSEN PARK ESTATES BOTH IN UNINCORPORATED MARTIN COUNTY, THEREBY AMENDING THE DEVELOPMENT CONDITIONS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City Commission approved the Residential Planned Unit Development (RPUD) for Savannah Place Apartments (per Ordinance No. 2398-2019), and

WHEREAS, the applicant is now requesting a minor amendment to the RPUD to remove conditions 35 thru 39 and replace with a single condition requiring a one-time contribution into the City's Attainable Housing fund; and

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission meeting held on December 14, 2020 to consider the application of the Owners for the property to approve the minor amendment to the RPUD to remove conditions 35 thru 39 and replace with a single condition requiring a one-time contribution into the City's Attainable Housing fund; and

Resolution 128-2020 Savannah Place Apartments RPUD - Minor Amendment

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

SECTION 1: A 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, Conditions 35 through 39 of development previously depicted as part of **Exhibit "C"** are removed and replaced with the with a single condition requiring a one-time contribution into the City's Attainable Housing fund (described with strike-thru and underline) and are attached hereto as **Exhibit "C"** and made a part hereof by reference.

SECTION 2: In all other respects and except as amended hereby, Ordinance No. 2398-2019 shall remain in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict with this resolution or any part thereof are hereby repealed to the extent of such conflict. If any provision of this resolution conflicts with any prior contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 4: Following the adoption and acceptance of this resolution 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) and Resolutions adopting the same, the City Commission may impose or do any or all the following:

Resolution 128-2020 Savannah Place Apartments RPUD - Minor Amendment

- a. Initiate the process to amend or repeal this or any other resolution pertaining to the development.
- b. Direct the City Development Director to initiate the process to rezone the RPUD property or any portion of the RPUD 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 RPUD resolution 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 5: If any provision of this resolution or the application thereof to any person or circumstance is held invalid; the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6: This resolution shall be effective upon the adoption by the City Commission, and proper execution by the Owner.

SECTION 7: The complete execution and recording of this resolution by the City Clerk shall occur no later than 60 days from the date of this approval, failing which this resolution shall be void.

Resolution 128-2020 Savannah Place Apartments RPUD - Minor Amendment

Commissioner BRUNER 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:

EULA R. CLARKE, MAYOR
 MERRITT MATHESON, VICE MAYOR
 BECKY BRUNER, COMMISSIONER
 TROY MCDONALD, COMMISSIONER
 MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
	N		
Y			
Y			
	N		

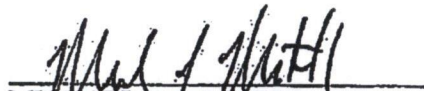
ADOPTED on second and final reading this 14th day of December, 2020.

ATTEST:


 MARY R. KINDEL
 CITY CLERK


 EULA R. CLARKE
 MAYOR

APPROVED AS TO FORM
 AND CORRECTNESS:


 MICHAEL J. MORTELL, ESQ.
 CITY ATTORNEY



Resolution 128-2020 Savannah Place Apartments RPUD - Minor Amendment

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 8th day of January, 2021, by EULA R. CLARKE, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

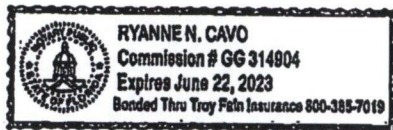
Personally Known OR Produced Identification

Type of ID Produced _____

Signature of Notary Public:

Ryanne N. Cavo
Commission Expires:

Notary Seal:



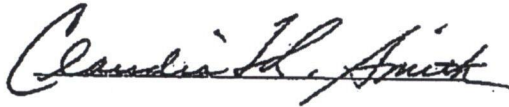
Resolution 128-2020 Savannah Place Apartments RPUD - Minor Amendment

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED 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 RESOLUTION. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS COMMERCIAL PLANNED UNIT DEVELOPMENT ACCORDING TO THIS RESOLUTION, ITS CONDITIONS, AND THE DEVELOPMENT PLANS AND DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS RESOLUTION 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:

GPAI, LLC, a Delaware limited liability company (Owner)

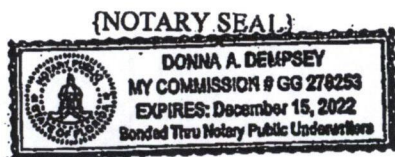

By: Print Name: Claudia K. SmithPrint Name: Michael J. Sommers

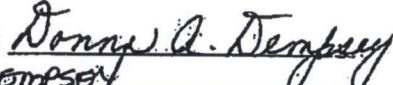
Its: Sr. VPPrint Name: DONNA DEMPSEYOWNERS ACKNOWLEDGMENTSTATE OF FLORIDA
COUNTY OF MARTIN

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3/1 day of December, 2020, by MICHAEL J. SOMMERS, Sr. V.P. of GPAI, LLC, a Delaware limited liability company, on behalf of the Company.

Personally Known OR Produced Identification

Type of ID Produced _____



Signature of Notary Public: 
 Print Name: DONNA A. DEMPSEY
 Commission Expires: 12/15/2022

Resolution 128-2020 Savannah Place Apartments RPUD - Minor Amendment

EXHIBIT "A" Legal Description

A PARCEL OF LAND LYING IN A PORTION OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, AND BEING FURTHER DESCRIBED AS FOLLOWS:

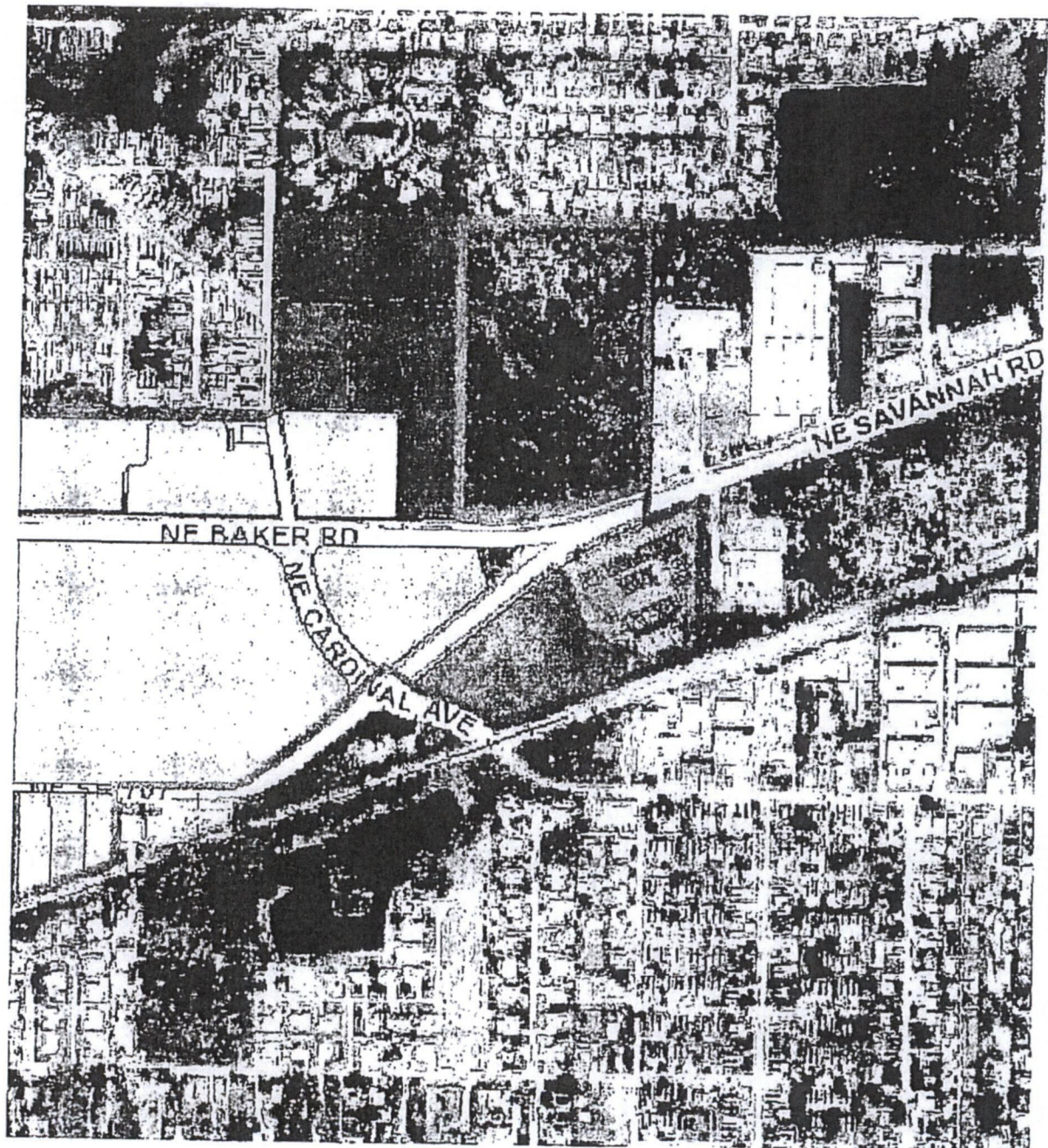
THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 LYING NORTHERLY OF THE NORTH RIGHT-OF-WAY OF NE SAVANNAH ROAD AND NORTHERLY OF THE RIGHT-OF-WAY EXTENSION OF BAKER ROAD.

AND

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

Resolution 128-2020 Savannah Place Apartments RPUD - Minor Amendment

EXHIBIT "B"



Resolution 128-2020 Savannah Place Apartments RPUD - Minor Amendment

EXHIBIT "C" – DEVELOPMENT CONDITIONS

Amended with strike-through and underline

Approved Plans and Documents

2. The Savannah Place Apartments RPUD project and use thereof shall comply with the following drawings:

- a. **The Master Site Plan, Sheet 1 of 1, prepared by Lucido and Associates, dated 05.02.2019.**
- b. **The Boundary Survey, Sheets 1 thru 7, by Betsy Lindsay, Inc., dated 02.20.2018.**
- c. **The Landscape Plans, Cover Sheet & Sheets LA-1 thru LA-5, prepared by Lucido & Associates, dated 05.02.19.**
- d. **The Tree Mitigation Plan, Sheets MT-1, M-T-2, & MT-3, prepared by Lucido & Associates, dated 05.02.19**
- e. **The Offsite Landscape Buffer PLANS, Sheets 1 &2, prepared by Lucido and Associates, dated 05.02.19.**
- f. **Savannah Road Turn Lanes, Sheet 1 of 1, by Captec Engineering Inc., dated 04.30.19.**
- g. **Architectural Floor Plans and Elevations, by Marc Wiener A.I.A., Sheets A1.04 Compactor, A2.01R Leasing Rec Center, A2.02R Roof Plan, AC3.02R Typical Garage Building, AC3.011 Typical Building Type 1, AC3.01 11 Typical Building Type 2, AC3.01 111 Typical Building Type 3, AC3.02 R Pool Pavilion, and AC3.01 R Leasing/Rec Center, all dated 18.03.29.**
- h. **Lighting Plan, by Power and lighting systems, dated 2.27.19..**
- i. **Kennedy Homes-Savannah Place Apartments Natural System Restoration and Enhancement, by J.J. Goldasich and Associates, Inc. FLUUCS Map dated 12/29/2017, FLUUCS Map with site plan dated 05/02/2019 Env 1, dated 12/29/2017, Env 2, dated 12/29/2017.**
- j. **Ecological Assessment and Preserve Area Management Plan by Jim Goldasich, PWS, dated 2/11/19.**

Resolution 128-2020 Savannah Place Apartments RPUD - Minor Amendment

k. Ecological Assessment and Preserve Area Management Plan by Jim Goldasich, PWS, dated 2/11/19.

3. Any modifications to the Master 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, 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 no more than (52%) impervious coverage for the RPUD. The maximum building height within the RPUD shall be 4 stories or 45'-0". Height shall be measured from the lowest permissible finished first floor elevation to the surface of a flat roof and to the eave of a pitched roof.
5. Notwithstanding any presence of premium parking consisting of garages, at no time shall any parking space be deemed unavailable for use due to an absence of a lease agreement for the use of said space.
6. Garages shall not be used for storage to the exclusion of a vehicle.
7. 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.
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Resolution 128-2020 Savannah Place Apartments RPUD - Minor Amendment

Landscaping

9. The common areas including the projects clubhouse and pool area shall be provided with landscaping with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.
10. At the time of permitting, relocated landscaping to the public right-of-way shall be located clear of utility lines and approved by the City of Stuart.
11. 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.
12. 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.

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13. Open Space. Not less than 22.6% of the RPUD shall be open space as depicted on the Site Plan by Lucido and Associates as described in Exhibit C. Required open space may include native vegetation areas, however, other required landscaping shall not count towards the open space requirement.
14. Excluding wetlands defined by the South Florida Water Management District, not less than 28% of the total pre-development site shall remain as undeveloped and recreated native vegetation area. The required native vegetation area may include open space areas; 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, by Lucido and Associates. The project shall adhere to the Preserve area mitigation and monitoring plan (to be prepared prior to first reading). The owner and developer shall adhere to the provisions of the Wetland Maintenance and Monitoring Plan (included in PAMP) and permanent maintenance will be the responsibility of the owner.

Resolution 128-2020 Savannah Place Apartments RPUD - Minor Amendment

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22. The property owner shall provide easements for licensed television services. A Conservation easement shall be dedicated to state agencies with the City of Stuart having the option to have those same easements.
23. In the event of any conflict in the provisions of Exhibit 'C' Development Conditions and attached exhibits, Exhibit 'C' shall prevail.

Resolution 128-2020 Savannah Place Apartments RPUD - Minor Amendment

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Resolution 128-2020 Savannah Place Apartments RPUD - Minor Amendment

System Restoration and Enhancement, by J.J. Goldasich and Associates, Inc. Env 1 & 2 and shall be maintained and monitored as specified in the PAMP attached as Exhibit C letter g.

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Resolution 128-2020 Savannah Place Apartments RPUD - Minor Amendment

Work Force Housing

35. Prior to the issuance of the first Certificate of Occupancy (CO) for this development, and in lieu of providing ten (10) "Workforce housing units, the developer shall contribute a sum of Two Hundred Fifty-Two Thousand Six Dollars (\$252,006) into the City's Attainable Housing fund.

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38. Timetable for development shall be as follows:

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

Resolution 128-2020 Savannah Place Apartments RPUD - Minor Amendment

- d. This residential facility shall not operate as an age restricted community in accordance with Florida Law.

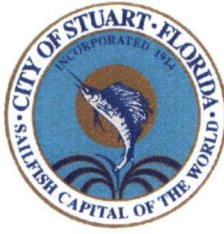
Additional Conditions of Approval included at second reading.

Helping People Succeed

40. The perimeter berm along the eastern property line shall be increased to the maximum height allowed by the South Florida Water Management District while maintaining a maximum slope of 4:1.
41. The developer shall plant a landscape buffer on the property leased by Helping People Succeed. The landscape buffer shall include native trees and native shrubs and grasses. The trees shall be a minimum of 20' height and shall be planted at a maximum spacing of 20' on-center. The buffer shall be planted on the eastern side of the existing swale and shall be a minimum width of 15'. The landscape buffer shall have an irrigation system installed by the developer, the irrigation water shall be provided by Helping People Succeed. The landscape buffer shall be planted prior to the City of Stuart releasing the first building permit for vertical construction.
42. The developer shall change the lighting fixture in the north east corner of the proposed parking lot to a double fixture, with the second fixture illuminating the adjacent property leased by Helping People Succeed. The additional fixture shall be a Type 3 distribution, or similar distribution.

Jensen Park Estates

43. The developer shall meet with each property owner of Lots 9-15 of Jensen Park Estates Phase 2 to determine which landscape buffer each property owner selects for their property from the choices within the approved offsite landscape plan. The landscape buffer shall be planted by the developer prior to the issuance of a building permit for the second building within the project. The developer shall provide temporary irrigation for one-year to establish the landscape buffer.



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 128-2020

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA APPROVING A
MINOR AMENDMENT TO THE SAVANNAH PLACE
APARTMENTS RESIDENTIAL PLANNED UNIT
DEVELOPMENT (RPUD) ON PROPERTY LOCATED
ON THE NORTH SIDE OF THE INTERSECTION OF
N.E. SAVANNAH ROAD AND N.E. BAKER ROAD.,
WEST OF THE HOPE CENTER FOR AUTISM AND
SOUTH OF JENSEN PARK ESTATES BOTH IN
UNINCORPORATED MARTIN COUNTY, THEREBY
AMENDING THE DEVELOPMENT CONDITIONS;
PROVIDING AN EFFECTIVE DATE; AND FOR
OTHER PURPOSES.**

* * * * *

WHEREAS, the City Commission approved the Residential Planned Unit Development (RPUD) for Savannah Place Apartments (per Ordinance No. 2398-2019), and

WHEREAS, the applicant is now requesting a minor amendment to the RPUD to remove conditions 35 thru 39 and replace with a single condition requiring a one-time contribution into the City's Attainable Housing fund; and

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission meeting held on December 14, 2020 to consider the application of the Owners for the property to approve the minor amendment to the RPUD to remove conditions 35 thru 39 and replace with a single condition requiring a one-time contribution into the City's Attainable Housing fund; and

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

SECTION 1: A 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, Conditions 35 through 39 of development previously depicted as part of **Exhibit “C”** are removed and replaced with the with a single condition requiring a one-time contribution into the City’s Attainable Housing fund (described with strike-thru and underline) and are attached hereto as **Exhibit “C”** and made a part hereof by reference.

SECTION 2: In all other respects and except as amended hereby, Ordinance No. 2398-2019 shall remain in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict with this resolution or any part thereof are hereby repealed to the extent of such conflict. If any provision of this resolution conflicts with any prior contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 4: Following the adoption and acceptance of this resolution 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) and Resolutions adopting the same, the City Commission may impose or do any or all the following:

Resolution 128-2020 Savannah Place Apartments RPUD - Minor Amendment

- a. Initiate the process to amend or repeal this or any other resolution pertaining to the development.
- b. Direct the City Development Director to initiate the process to rezone the RPUD property or any portion of the RPUD 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 RPUD resolution 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 5: If any provision of this resolution or the application thereof to any person or circumstance is held invalid; the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6: This resolution shall be effective upon the adoption by the City Commission, and proper execution by the Owner.

SECTION 7: The complete execution and recording of this resolution by the City Clerk shall occur no later than 60 days from the date of this approval, failing which this resolution shall be void.

Resolution 128-2020 Savannah Place Apartments RPUD - Minor Amendment

Commissioner BRUNER 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:

EULA R. CLARKE, MAYOR
MERRITT MATHESON, VICE MAYOR
BECKY BRUNER, COMMISSIONER
TROY MCDONALD, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
	N		
Y			
Y			
	N		

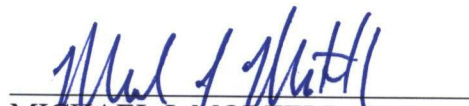
ADOPTED on second and final reading this 14th day of December, 2020.

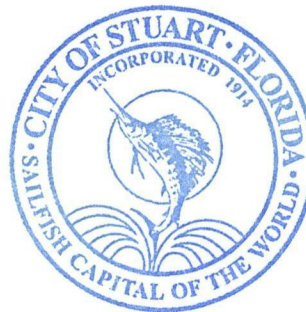
ATTEST:


MARY R. KINDEL
CITY CLERK


EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY



CITY'S ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF Martin

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☒ physical presence ☐ or online notarization, this 8th day of January, 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:

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 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 RESOLUTION. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS COMMERCIAL PLANNED UNIT DEVELOPMENT ACCORDING TO THIS RESOLUTION, ITS CONDITIONS, AND THE DEVELOPMENT PLANS AND DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS RESOLUTION 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:

GPAI, LLC, a Delaware limited liability company (Owner)

Claudia K. Smith

By: MJS

Print Name: Claudia K. Smith

Print Name: Michael J. Sommers

Donna Dempsey

Its: Sr. VP

Print Name: DONNA DEMPSEY

OWNERS 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 3/5 day of December, 2020, by MICHAEL J. Sommers, Sr. V.P. of GPAI, LLC, a Delaware limited liability company, on behalf of the Company.

Personally Known OR Produced Identification

Type of ID Produced _____

Signature of Notary Public: Donna A. Dempsey
Print Name: DONNA A. DEMPSEY
Commission Expires: 12/15/2022

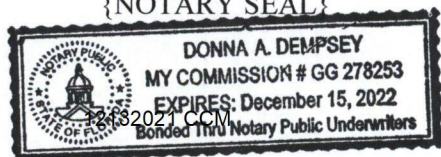


EXHIBIT "A" Legal Description

A PARCEL OF LAND LYING IN A PORTION OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, AND BEING FURTHER DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 LYING NORTHERLY OF THE NORTH RIGHT-OF-WAY OF NE SAVANNAH ROAD AND NORTHERLY OF THE RIGHT-OF-WAY EXTENSION OF BAKER ROAD.

AND

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

EXHIBIT "B"

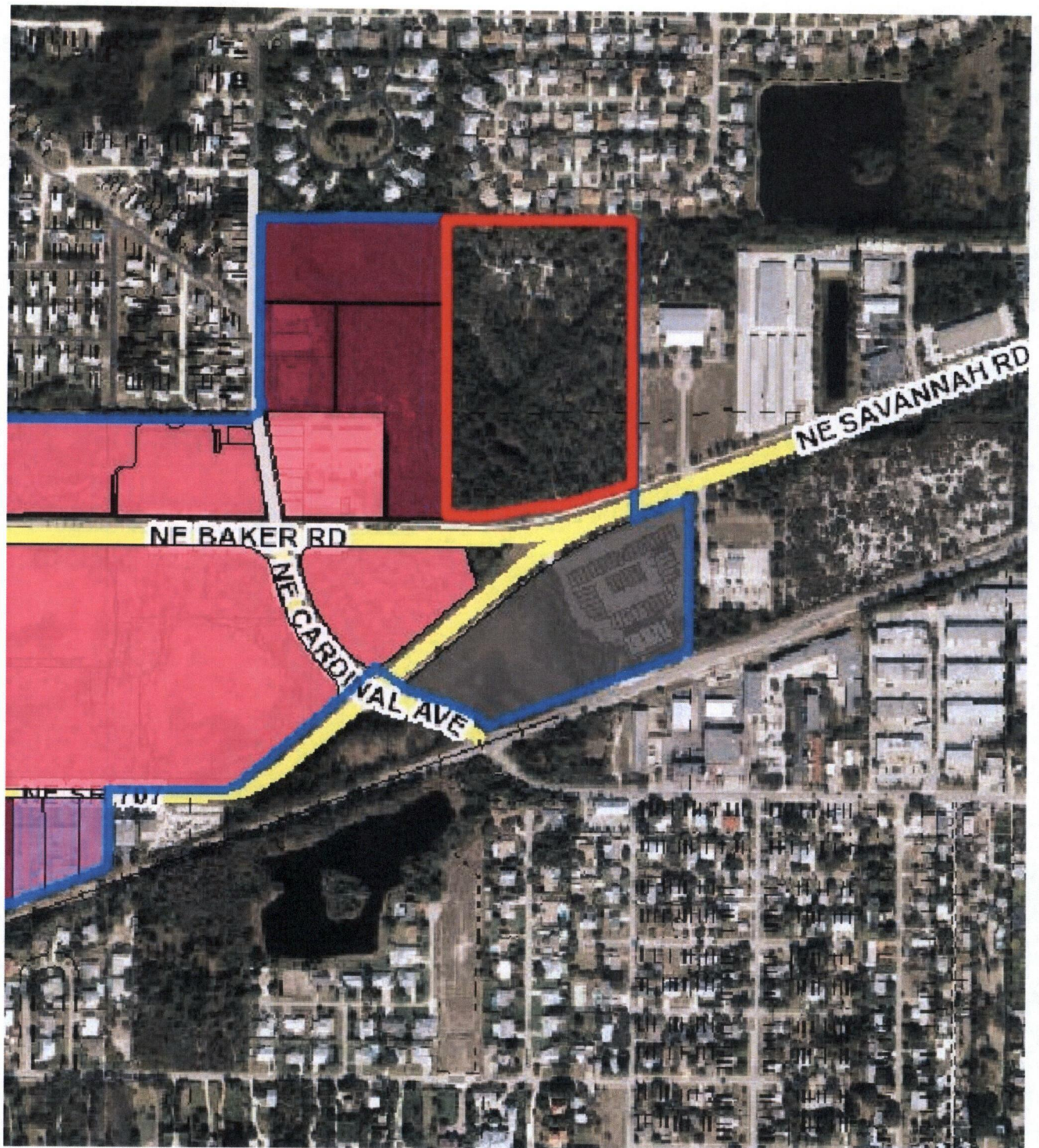


EXHIBIT “C” – DEVELOPMENT CONDITIONS

Amended with strike-through and underline

Approved Plans and Documents

2. The Savannah Place Apartments RPUD project and use thereof shall comply with the following drawings:
 - a. **The Master Site Plan, Sheet 1 of 1, prepared by Lucido and Associates, dated 05.02.2019.**
 - b. **The Boundary Survey, Sheets 1 thru 7, by Betsy Lindsay, Inc., dated 02.20.2018.**
 - c. **The Landscape Plans, Cover Sheet & Sheets LA-1 thru LA-5, prepared by Lucido & Associates, dated 05.02.19.**
 - d. **The Tree Mitigation Plan, Sheets MT-1, M-T-2, & MT-3, prepared by Lucido & Associates, dated 05.02.19**
 - e. **The Offsite Landscape Buffer PLANS, Sheets 1 &2, prepared by Lucido and Associates, dated 05.02.19.**
 - f. **Savannah Road Turn Lanes, Sheet 1 of 1, by Captec Engineering Inc., dated 04.30.19.**
 - g. **Architectural Floor Plans and Elevations, by Marc Wiener A.I.A., Sheets A1.04 Compactor, A2.01R Leasing Rec Center, A2.02R Roof Plan, AC3.02R Typical Garage Building, AC3.011 Typical Building Type 1, AC3.01 11 Typical Building Type 2, AC3.01 111 Typical Building Type 3, AC3.02 R Pool Pavilion, and AC3.01 R Leasing/Rec Center, all dated 18.03.29.**
 - h. **Lighting Plan, by Power and lighting systems, dated 2.27.19..**
 - i. **Kennedy Homes-Savannah Place Apartments Natural System Restoration and Enhancement, by J.J. Goldasich and Associates, Inc. FLUUCS Map dated 12/29/2017, FLUUCS Map with site plan dated 05/02/2019 Env 1, dated 12/29/2017, Env 2, dated 12/29/2017.**
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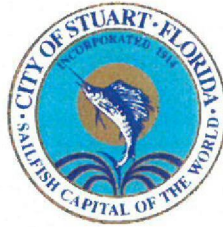
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Helping People Succeed

40. The perimeter berm along the eastern property line shall be increased to the maximum height allowed by the South Florida Water Management District while maintaining a maximum slope of 4:1.
41. The developer shall plant a landscape buffer on the property leased by Helping People Succeed. The landscape buffer shall include native trees and native shrubs and grasses. The trees shall be a minimum of 20' height and shall be planted at a maximum spacing of 20' on-center. The buffer shall be planted on the eastern side of the existing swale and shall be a minimum width of 15'. The landscape buffer shall have an irrigation system installed by the developer, the irrigation water shall be provided by Helping People Succeed. The landscape buffer shall be planted prior to the City of Stuart releasing the first building permit for vertical construction.
42. The developer shall change the lighting fixture in the north east corner of the proposed parking lot to a double fixture, with the second fixture illuminating the adjacent property leased by Helping People Succeed. The additional fixture shall be a Type 3 distribution, or similar distribution.

Jensen Park Estates

43. The developer shall meet with each property owner of Lots 9-15 of Jensen Park Estates Phase 2 to determine which landscape buffer each property owner selects for their property from the choices within the approved offsite landscape plan. The landscape buffer shall be planted by the developer prior to the issuance of a building permit for the second building within the project. The developer shall provide temporary irrigation for one-year to establish the landscape buffer.



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA
ORDINANCE NUMBER 2398-2019

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN THEREBY ASSIGNING A FUTURE LAND USE DESIGNATION OF "MULTI-FAMILY RESIDENTIAL" FOR A 15.4 ACRE PARCEL ANNEXED BY ORDINANCE NO. 2348-2017, OWNED BY WERNER BOLS, LOCATED ON THE NORTH SIDE OF THE INTERSECTION OF N.E. SAVANNAH ROAD AND N.E. BAKER ROAD., WEST OF THE HOPE CENTER FOR AUTISM AND SOUTH OF JENSEN PARK ESTATES BOTH IN UNINCORPORATED MARTIN COUNTY, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY ESTABLISH THE SAVANNAH PLACE APARTMENTS RESIDENTIAL PLANNED UNIT DEVELOPMENT RPUD CONSISTING OF TWO HUNDRED EIGHTY (280) MULTI-FAMILY UNITS WITHIN SIX (6) INDIVIDUAL THREE AND FOUR-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE 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 Werner-Bols Revocable Trust, for a 15.14 acre parcel of land located on the north side of the intersection of N.E. Savannah Road and N.E. Baker Road, west of the Hope Center for Autism building, and south of Jensen Park Estates, both in unincorporated Martin County; and

WHEREAS, the City of Stuart has determined the need to assign the Future Land Use and a 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 development 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 and Associates, dated 05.02.2019.**
- b. **The Boundary Survey, Sheets 1 thru 7, by Betsy Lindsay, Inc., dated 02.20.2018.**
- c. **The Landscape Plans, Cover Sheet & Sheets LA-1 thru LA-5, prepared by Lucido & Associates, dated 05.02.19.**
- d. **The Tree Mitigation Plan, Sheets MT-1, M-T-2, & MT-3, prepared by Lucido & Associates, dated 05.02.19**
- e. **The Offsite Landscape Buffer PLANS, Sheets 1 &2, prepared by Lucido and Associates, dated 05.02.19.**
- f. **Savannah Road Turn Lanes, Sheet 1 of 1, by Captec Engineering Inc., dated 04.30.19.**
- g. **Architectural Floor Plans and Elevations, by Marc Wiener A.I.A., Sheets A1.04 Compactor, A2.01R Leasing Rec Center, A2.02R Roof Plan, AC3.02R Typical Garage Building, AC3.011 Typical Building Type 1, AC3.01 11 Typical Building Type 2, AC3.01 111 Typical Building Type 3, AC3.02 R Pool Pavilion, and AC3.01 R Leasing/Rec Center, all dated 18.03.29.**
- h. **Lighting Plan, by Power and Lighting systems, dated 2.27.19.**
- i. **Kennedy Homes-Savannah Place Apartments Natural System Restoration and Enhancement, by J.J. Goldasich and Associates, Inc. FLUUCS Map dated 12/29/2017, FLUUCS Map with site plan dated 05/02/2019 Env 1, dated 12/29/2017, Env 2, dated 12/29/2017.**

j. Ecological Assessment and Preserve Area Management Plan by Jim Goldasich, PWS, dated 2/11/19.

SECTION 2: The Future Land Use designation in the City's Comprehensive Land Use Plan shall be established as "Multi-Family 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 the 11th day of March, 2019.

Commissioner GLASS LEIGHTON 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:

REBECCA S. BRUNER, MAYOR
EULA R. CLARKE, VICE MAYOR
KELLI GLASS LEIGHTON, COMMISSIONER
MERRITT MATHESON, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

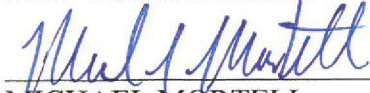
ADOPTED on second and final reading this 13th day of May, 2019.

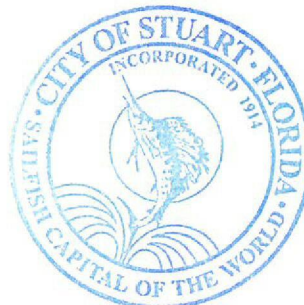
ATTEST:


MARY R. KINDEL
CITY CLERK


REBECCA S. BRUNER
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.

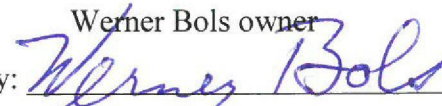
IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:

Werner-Bols Revocable Trust

Werner Bols owner

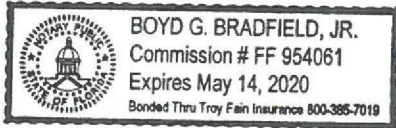

Print Name: Rebecca Ward

By: 


Print Name: BOYD BRAGFIELD

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this 21 day of May, 2019, by Wernor Bols owner.





Notary Public, State of Florida

My Commission Expires:

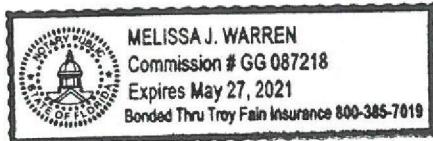
Notary Seal

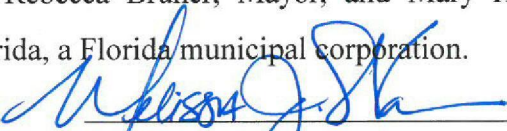
Personally Known X OR Produced Identification _____

Type of Identification Produced _____

CITY'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this 22 day of May, 2019, by Rebecca Bruner, Mayor, and Mary Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.





Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT A – LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, AND BEING FURTHER DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 LYING NORTHERLY OF THE NORTH RIGHT-OF-WAY OF NE SAVANNAH ROAD AND NORTHERLY OF THE RIGHT-OF-WAY EXTENSION OF BAKER ROAD.

AND

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

EXHIBIT B – LOCATION MAP

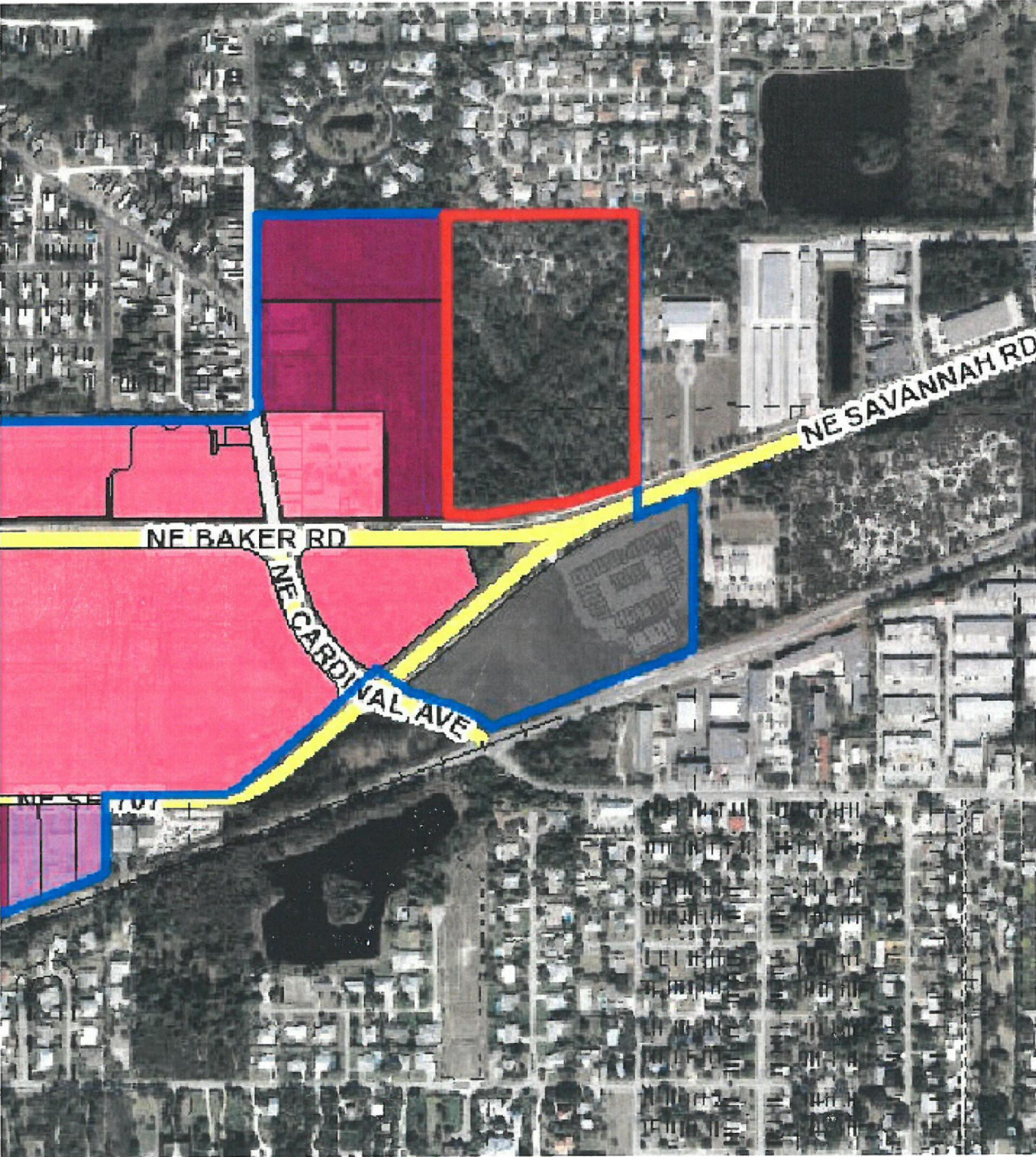


EXHIBIT C – DEVELOPMENT CONDITIONS

Approved Plans and Documents

2. The Savannah Place Apartments RPUD project and use thereof shall comply with the following drawings:
 - a. **The Master Site Plan, Sheet 1 of 1, prepared by Lucido and Associates, dated 05.02.2019.**
 - b. **The Boundary Survey, Sheets 1 thru 7, by Betsy Lindsay, Inc., dated 02.20.2018.**
 - c. **The Landscape Plans, Cover Sheet & Sheets LA-1 thru LA-5, prepared by Lucido & Associates, dated 05.02.19.**
 - d. **The Tree Mitigation Plan, Sheets MT-1, M-T-2, & MT-3, prepared by Lucido & Associates, dated 05.02.19**
 - e. **The Offsite Landscape Buffer PLANS, Sheets 1 &2, prepared by Lucido and Associates, dated 05.02.19.**
 - f. **Savannah Road Turn Lanes, Sheet 1 of 1, by Captec Engineering Inc., dated 04.30.19.**
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- j. Ecological Assessment and Preserve Area Management Plan by Jim Goldasich, PWS, dated 2/11/19.**
 - k. Ecological Assessment and Preserve Area Management Plan by Jim Goldasich, PWS, dated 2/11/19.**
- 3. Any modifications to the Master 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, 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 no more than (52%) impervious coverage for the RPUD. The maximum building height within the RPUD shall be 4 stories or 45'-0". Height shall be measured from the lowest permissible finished first floor elevation to the surface of a flat roof and to the eave of a pitched roof.
- 5. Notwithstanding any presence of premium parking consisting of garages, at no time shall any parking space be deemed unavailable for use due to an absence of a lease agreement for the use of said space.
- 6. Garages shall not be used for storage to the exclusion of a vehicle.
- 7. 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.
- 8. 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.

Landscaping

9. The common areas including the projects clubhouse and pool area shall be provided with landscaping with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.
10. At the time of permitting, relocated landscaping to the public right-of-way shall be located clear of utility lines and approved by the City of Stuart.
11. 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.
12. 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

13. Open Space. Not less than 22.6% of the RPUD shall be open space as depicted on the Site Plan by Lucido and Associates as described in Exhibit C. Required open space may include native vegetation areas, however, other required landscaping shall not count towards the open space requirement.
14. Excluding wetlands defined by the South Florida Water Management District, not less than 28% of the total pre-development site shall remain as undeveloped and recreated native vegetation area. The required native vegetation area may include open space areas; 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, by Lucido and Associates. The project shall adhere to the Preserve area mitigation and monitoring plan (to be prepared prior to first reading). The owner and developer shall adhere to the provisions of the Wetland Maintenance and Monitoring

Plan (included in PAMP) and permanent maintenance will be the responsibility of the owner.

Tree Mitigation

15. 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

16. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.
17. Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.
18. 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.
19. All development activities shall comply with the City's Concurrency Management System prior to the issuance of building permits.

Development and Construction

20. The Developer shall construct the project's infrastructure in one phase and complete all site and infrastructure prior to the first certificate of occupancy.
21. The Developer shall install landscaping and gate 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 shall be made operational prior to issuance of a certificate of occupancy.

22. The property owner shall provide easements for licensed television services. A Conservation easement shall be dedicated to state agencies with the City of Stuart having the option to have those same easements.
23. In the event of any conflict in the provisions of Exhibit 'C' Development Conditions and attached exhibits, Exhibit 'C' shall prevail.
24. 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.
25. 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.
26. The projects new intersection at N.E. Baker Road and N.E.Savannah Road as well as turning lanes into the project as described on the project's Master Site plan and Turning Lane Exhibit shall be completed before the first Certificate of Occupancy is issued for any building.
27. The project's storm water facilities, specifically the Native Planting schemes at the lake 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".
28. As part of the stormwater system, the owner shall install a floating mat littoral system. The size of the mat shall be 5% of the surface area of the lake, or approximately 1,437 sf. The littoral mat system shall be manufactured and installed by Beesmats or City of Stuart approved equal. The littoral mat system shall be "harvested" at least once per

year and new planting installed for new nutrient uptake. The mat system shall be maintained in working order in perpetuity.

29. Littoral plantings and upland planting shall be provided per Landscape plan by Lucido and Associates at the lakes bank and entire perimeter.
30. Temporary or freestanding storage units are prohibited on the property once construction is complete.
31. Owner shall restore 4.3 acres within the heart of the Haney Creek watershed as per Exhibit C letter f. Kennedy Homes-Savannah Place Apartments Natural System Restoration and Enhancement, by J.J. Goldasich and Associates, Inc. Env 1 & 2 and shall be maintained and monitored as specified in the PAMP attached as Exhibit C letter g.
32. Site work including but not limited to land preparation, lake 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.
33. Savannah Place Apartments will provide two on-site trash compactors. The trash compactor dedicated to trash collection will have an associated 30-yard rollout dumpster and shall be a Marathon RJ-275 or equal. The trash compactor dedicated to recycling collection shall have an associated 10-yard dumpster and shall be a Marathon RJ-225 or equal. The resident shall separate their refuse into general trash and recycling and place the trash into a general trash receptacle and a recyclable trash receptacle located on their floor. The apartment management is responsible for transferring the trash from the on-floor receptacle to the compactor by way of a rolling cart. The resident will not be responsible for transferring the trash to the compactor, or be responsible for operation of the compactor. The trash within the compactor shall be picked up by the City of Stuart Sanitation Department.

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 Proposed Entry Monument Sign drawing by Mark Wiener A.I.A. Architecture and Planning.

Work Force Housing

35. The Owner shall set aside ten (10) units in the Development, five (5) two-bedroom units and five (5) one-bedroom units, as Work Force Housing ("WFH"). No more than three (3) units shall be allocated to any one building in the Development.
36. Prospective tenants for WFH shall be required to demonstrate to the Owner that all those parties who will occupy the WFH unit will, collectively, (a) make no more than the 80% category of income limits defined in the State Housing Initiatives Partnership Program (SHIP) for Martin County, (b) have a credit score of no less than 650, and (c) have the ability to pay the rent for the WFH unit.
37. The rent for a WFH unit shall be no greater than the 80% category of rental limits per bedroom as defined in the State Housing Initiatives Partnership Program (SHIP) for Martin County.
38. In the event the number of units occupied as WFH Units falls below ten (10), and in the event the Owner, after using reasonable efforts is unable to find a prospective tenant for WFH for a period of two (2) months after the number of WFG tenants has fallen below ten (1), may lease out vacant units to other than WFH tenants. Provided, however, the Owner shall not allow the number of WFH units to stay below ten (1) for longer than two (2) months.

39. On an annual basis starting one (1) year after all certificates of occupancy are obtained, the Owner shall provide to the Development Department of the City, a report setting forth the following: (a) the number of units in the Development actually occupied as WFH during the preceding year, (b) the length of stay in each WFH unit, (c) the rent actually paid for each WFH unit for the preceding year, and (d) the efforts of the Developer to find prospective tenants eligible for WFH.

Future Amendments

40. Owner shall not subject the Property to any condominium conversion and neither shall any portion of the Property be converted to units for sale in connection with a condominium conversion nor shall the title to any such units be transferred to any party other than being held as a single parcel for the purposes of apartment rental.
41. 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 owner. Further, the City may at its discretion, take over maintenance of the preserve area(s) without objection by the owner.

Timetable for Development

42. Timetable for development shall be as follows:

Site and building permit application deemed sufficient for permit review under city codes and standards.	March 1, 2020
Final Certificate of Occupancy for all site and building improvements.	March 1, 2023

Allowable Uses

43. The following uses shall be permitted:

- a. Multi-Family Residential
- b. Home Occupations in accordance with the City's Land Development Code.
- d. This residential facility shall not operate as an age restricted community in accordance with Florida Law.

Additional Conditions of Approval included at second reading.

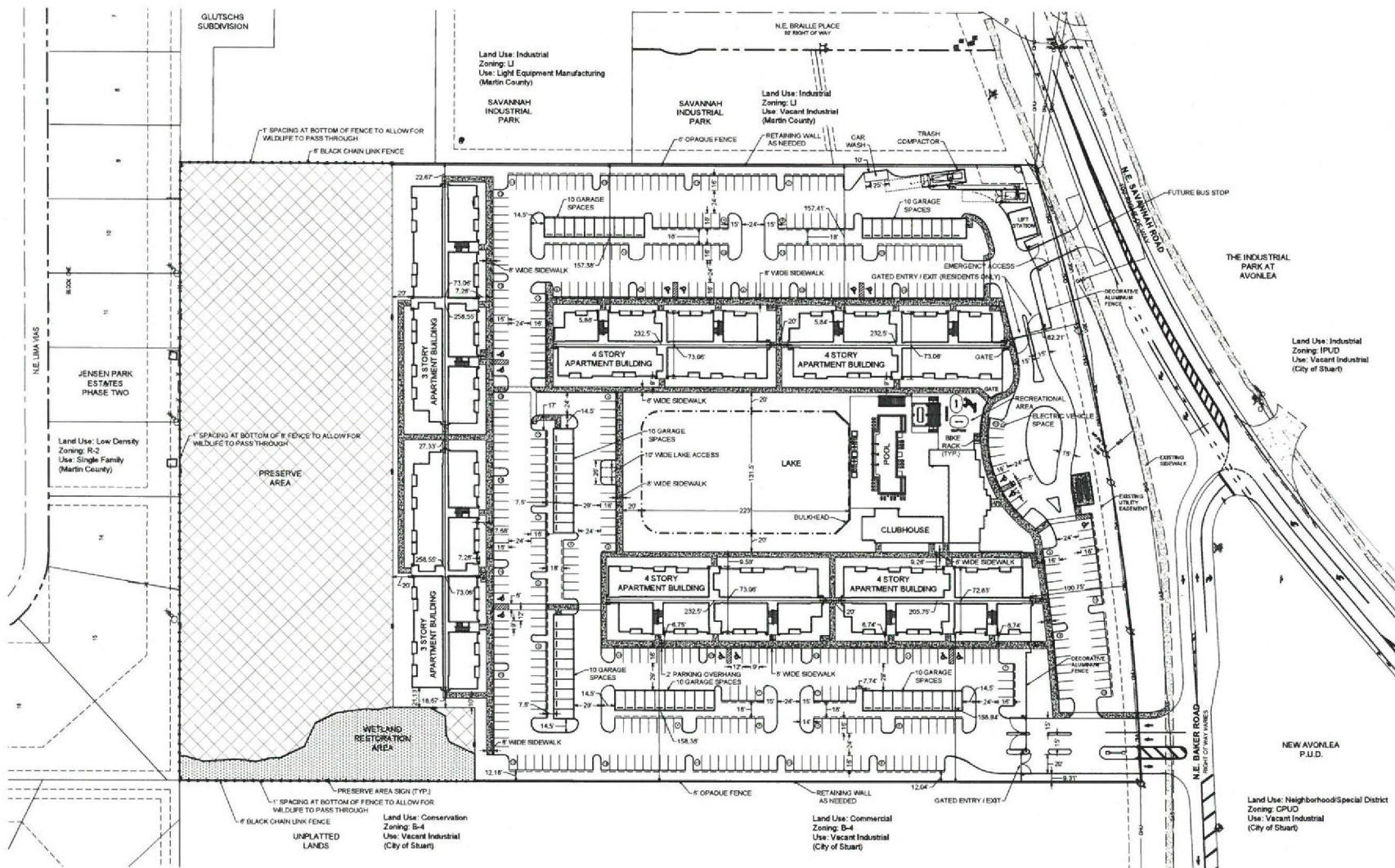
Helping People Succeed

- 44. The perimeter berm along the eastern property line shall be increased to the maximum height allowed by the South Florida Water Management District while maintaining a maximum slope of 4:1.
- 45. The developer shall plant a landscape buffer on the property leased by Helping People Succeed. The landscape buffer shall include native trees and native shrubs and grasses. The trees shall be a minimum of 20' height and shall be planted at a maximum spacing of 20' on-center. The buffer shall be planted on the eastern side of the existing swale and shall be a minimum width of 15'. The landscape buffer shall have an irrigation system installed by the developer, the irrigation water shall be provided by Helping People Succeed. The landscape buffer shall be planted prior to the City of Stuart releasing the first building permit for vertical construction.
- 46. The developer shall change the lighting fixture in the north east corner of the proposed parking lot to a double fixture, with the second fixture illuminating the adjacent property leased by Helping People Succeed. The additional fixture shall be a Type 3 distribution, or similar distribution.

Jensen Park Estates

- 47. The developer shall meet with each property owner of Lots 9-15 of Jensen Park Estates Phase 2 to determine which landscape buffer each property owner selects for their property from the choices within the approved offsite landscape plan. The landscape buffer shall be planted by the developer prior to the issuance of a building permit for the second building within the project. The developer shall provide temporary irrigation for one-year to establish the landscape buffer.

Working Name: 2.1 (Project Address) 17120 Baker Road, Newnan, Georgia 30144, Project No. 17-120, Southern Place, Martin County, Georgia



General Notes:

- Refer to Landscape Plan for landscape details and specifications.
- 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.
- 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 parking areas shown herein are private and will be owned and maintained by the homeowners association.
- Water and sewer service shall be provided by Martin County Utilities.
- Photometric site lighting plans shall be provided to the City of Stuart for review and approval prior to site development permit approval.

Preserve Area Calculations:

Total Site Area:	15.14 acres
Less Predevelopment Wetlands:	2.85 acres
Predevelopment Upland Area:	12.49 acres
Required Upland Preserve Area (25.0%):	3.12 acres
Provided Upland Preserve Area (28.3%):	3.29 acres

Building Data:

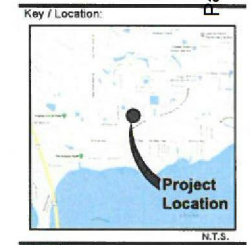
Product Type:	Multifamily
Maximum Height:	4 Stories - 45'
Building Coverage:	18%
Maximum Allowed Per RPUD:	30%

Parking Calculations:

Total Parking Spaces Required:	504 Spaces
112 1 - Bedroom units @ 1.5 Spaces per unit:	168 spaces
168 2 & 3 - Bedroom units @ 2 Spaces per unit:	336 spaces
Total Parking Spaces Provided:	505 Spaces
445 Standard Spaces	
60 Garage Spaces	

Site Data:

Proposed Future Land Use:	Multifamily
Proposed Zoning:	RPUD
Total Units:	280 Units
Gross Density:	18.49 DU/Ac.
Area (Total Site):	659,293 sf
Impervious Area:	369,170 sf
Building:	118,760 sf
Pavement:	172,792 sf
Gravel:	40,798 sf
Grass:	4,440 sf
Tree Canopies:	3,200 sf
Water:	28,828 sf
Previous Area:	290,123 sf
Landscaped Area:	11,241 sf
Preserve Area:	140,295 sf
Wetland Restoration Area:	15,114 sf
Area (Total Site):	659,293 sf
Area (Total Site):	15.14 ac.
Area (Total Site):	8.47 ac. (55.9%)
Area (Total Site):	3.17 ac.
Area (Total Site):	3.47 ac.
Area (Total Site):	0.94 ac.
Area (Total Site):	0.10 ac.
Area (Total Site):	0.07 ac.
Area (Total Site):	0.04 ac.
Area (Total Site):	6.67 ac. (44.1%)
Area (Total Site):	3.22 ac.
Area (Total Site):	3.24 ac.
Area (Total Site):	0.04 ac.



Project Team:	Applicant:
Property Owner:	Applicant:
Land Planner:	Land Planner:
Engineer:	Engineer:
Surveyor:	Surveyor:

Savannah Place Apartments RPUD

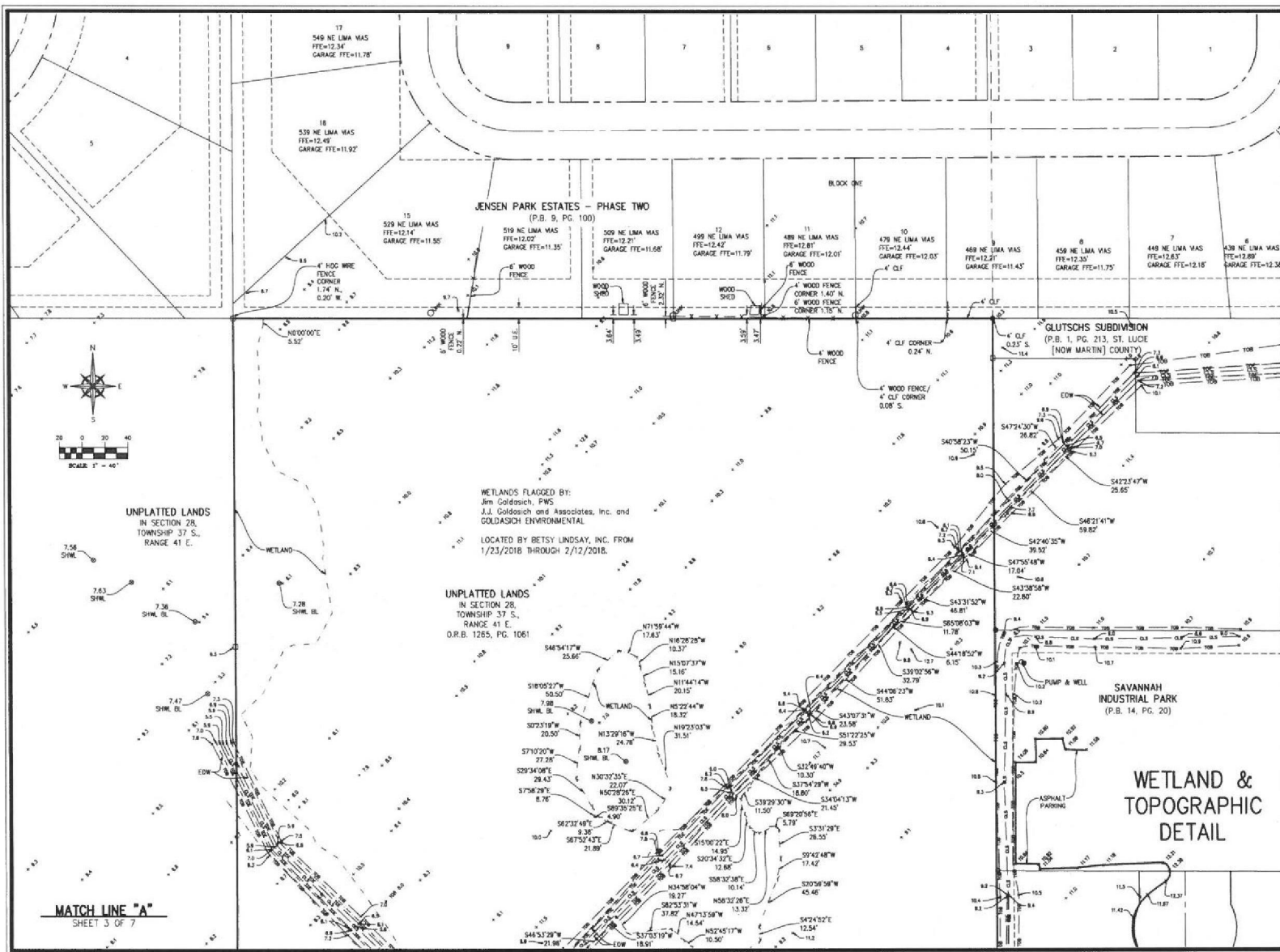
City of Stuart, Martin County, Florida

Master Site Plan

Date	By	Description
04.24.2018	J.J.	Master Site Plan Application
05.12.2018	J.J.	Final Submittal
05.23.2018	J.J.	Second Submittal
02.20.2019	J.J.	LPA Set
03.01.2019	J.J.	SCC Set
05.02.2019	J.J.	SCC Set - Second Reading

Designer:	J.J.	Shaw
Manager:	D.F.	
Project Number:	17-120	
Municipal Number:		

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B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7907 S.W. JACK JAMES DRIVE SUITE 100, FORT LAUDERDALE, FL 33307
(772) 286-5753 (772) 286-5853 FAX
LICENSED BUSINESS NO. 0852

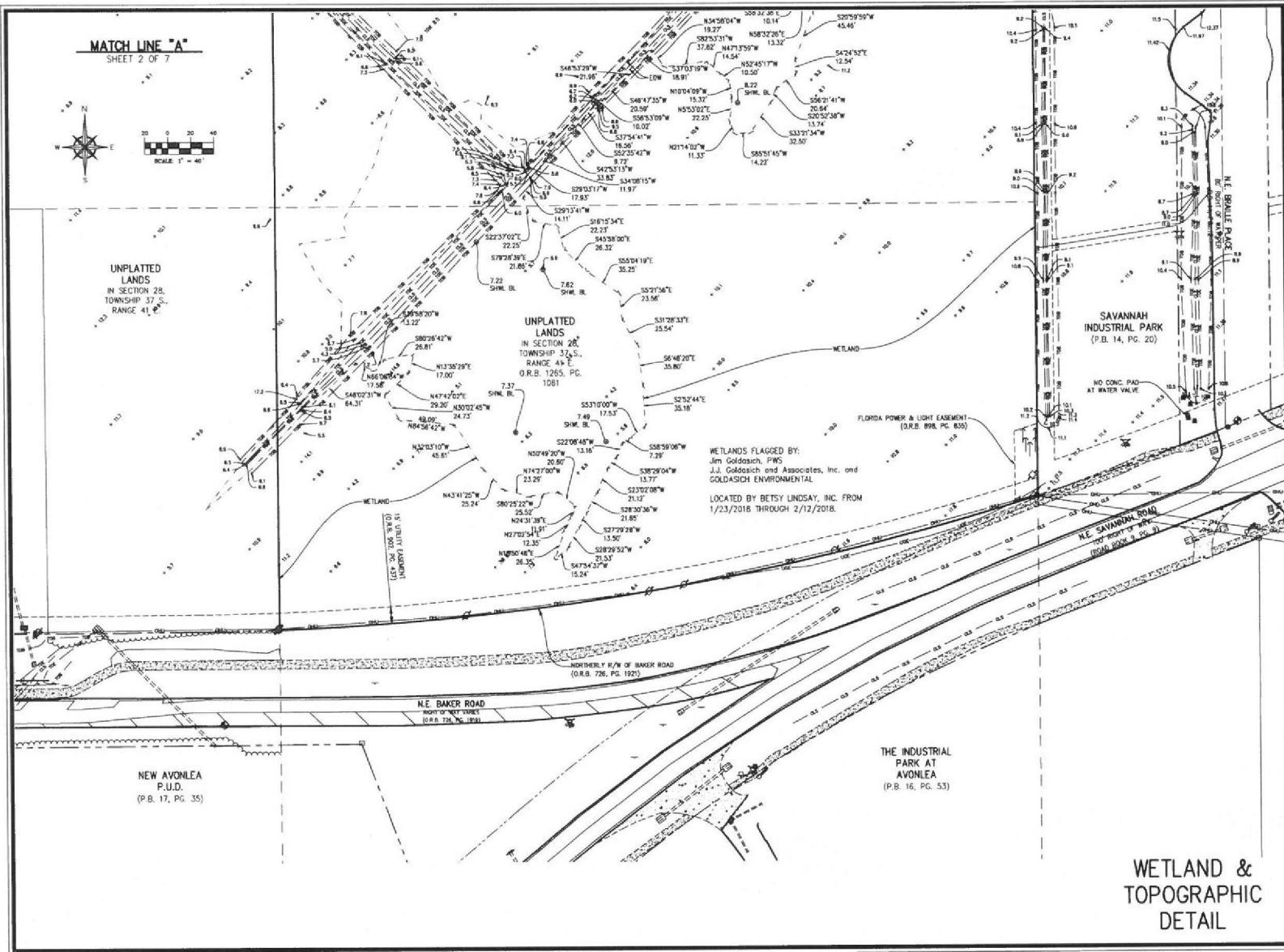
DATE	REVISIONS
02/20/2018	

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DRAWN BY: B.E.
CHECKED BY: B.E.

A PORTION OF SECTION 28, TOWNSHIP 37 S., RANGE 41 E.
MARTIN COUNTY, FLORIDA

BOUNDARY & TOPOGRAPHIC SURVEY
KENNEDY HOMES, LLC

SHEET NO. 2
OF 7 SHEETS
PROJECT NO. 18-05



BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7907 S.W. JACK JAMES DRIVE SUITE 100 FLORIDA 33497
772.286-5753 772.286-5633 FAX
LICENSED SURVEYOR NO. 0822

DATE	REVISIONS

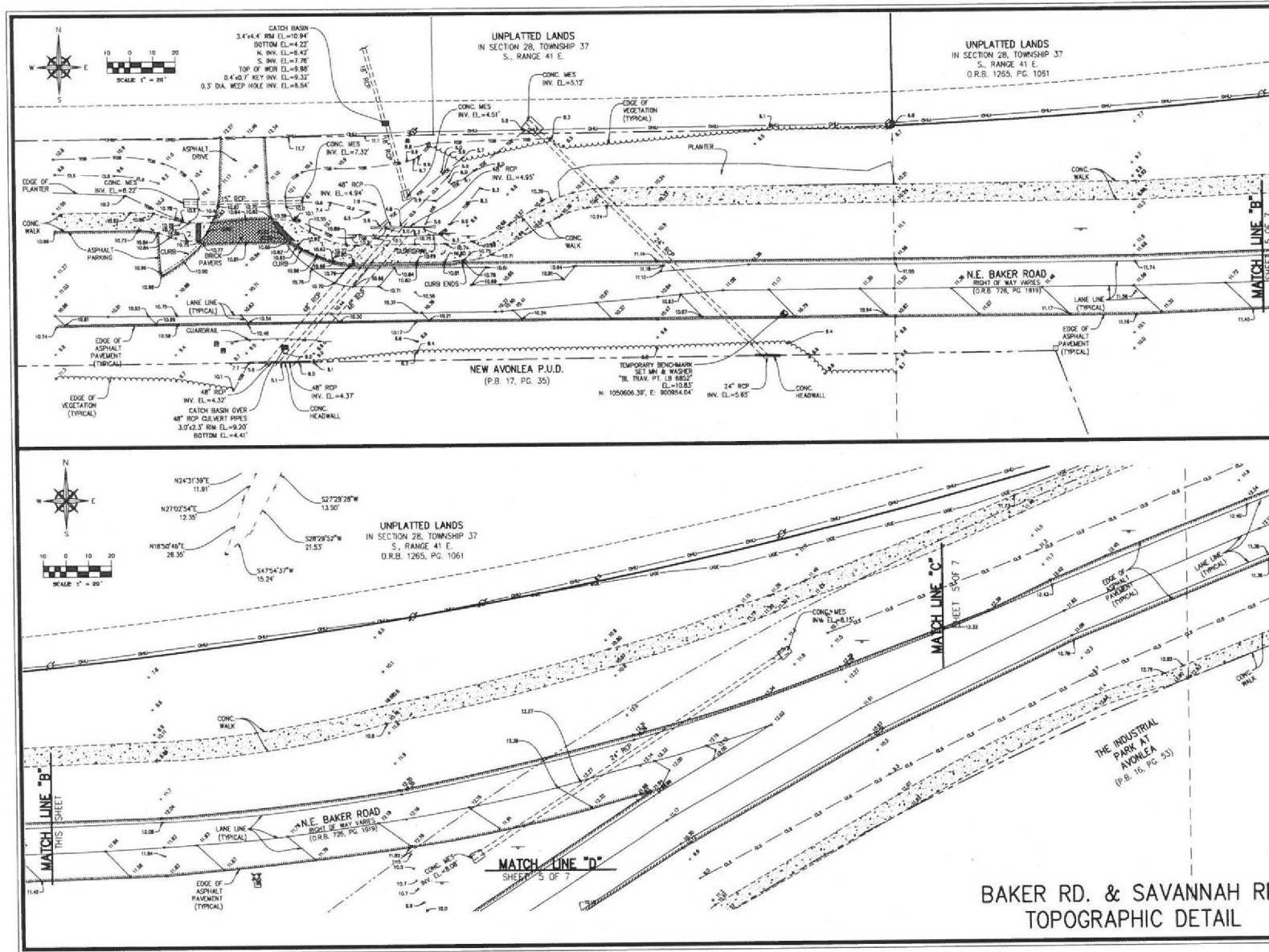
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FIELD SK. MC 41
DRAWN BY: DL
CHECKED BY: JLM

A PORTION OF SECTION 28, TOWNSHIP 37 S., RANGE 41 E.
MARTIN COUNTY, FLORIDA

BOUNDARY & TOPOGRAPHIC SURVEY
KENNEDY HOMES, LLC

SHEET NO. 3
OF 7 SHEETS
PROJECT NO. 18-05

WETLAND & TOPOGRAPHIC DETAIL



B Betsy Lindsay, Inc.
SURVEYING AND MAPPING
7807 S.W. JACK JAMES DRIVE STUART, FLORIDA 34987
7722586-5753 7722586-5863 FAX
LICENSED BUSINESS NO. 8862

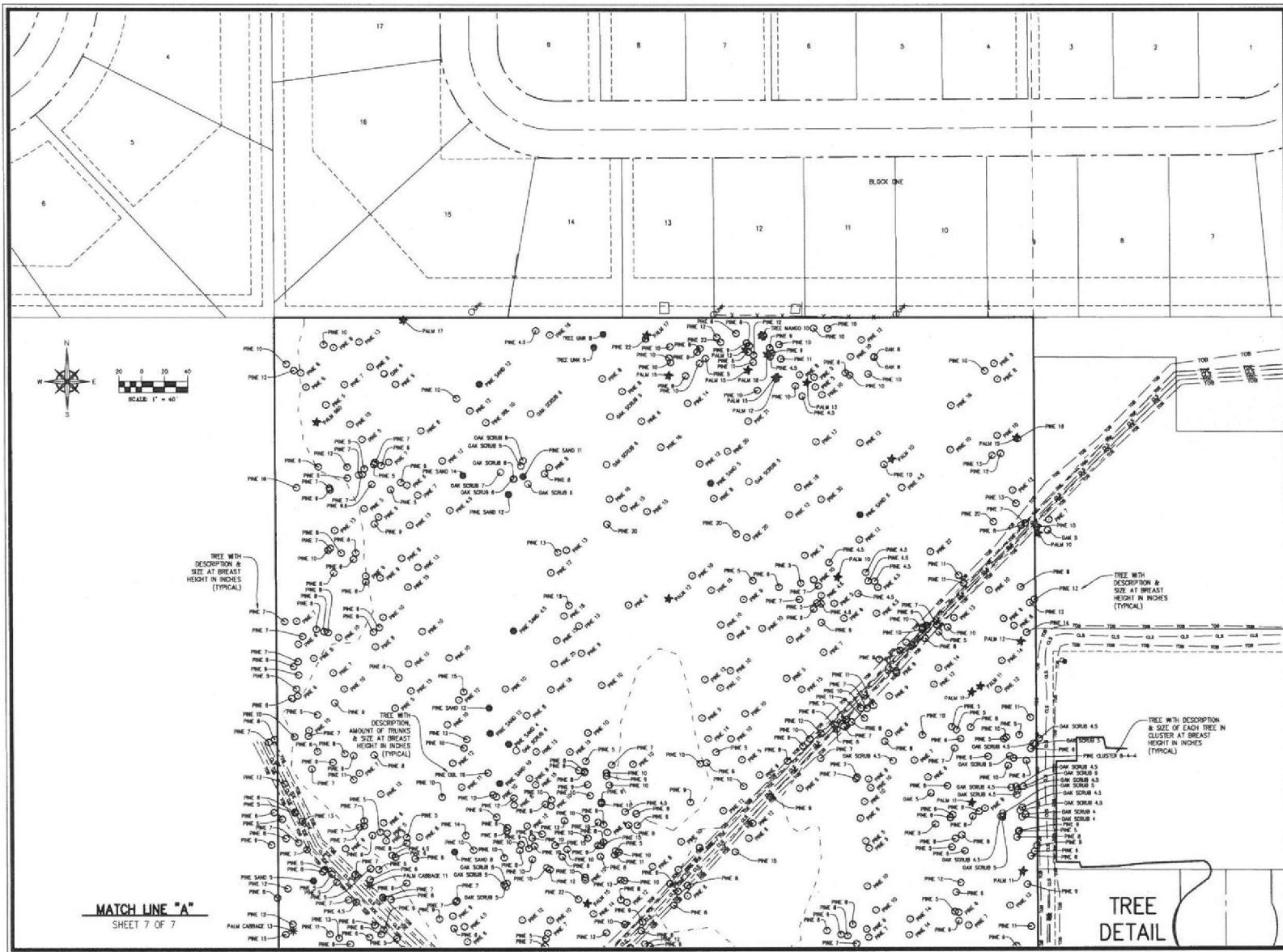
BOUNDARY & TOPOGRAPHIC SURVEY
KENNEDY HOMES, LLC

DATE	REVISIONS

DATE: 02/20/2018
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FIELD BK. 85-11
DRAWN BY: B.B.
CHECKED BY: B.B.

A PORTION OF SECTION 28, TOWNSHIP 37 S., RANGE 41 E., MARTIN COUNTY, FLORIDA

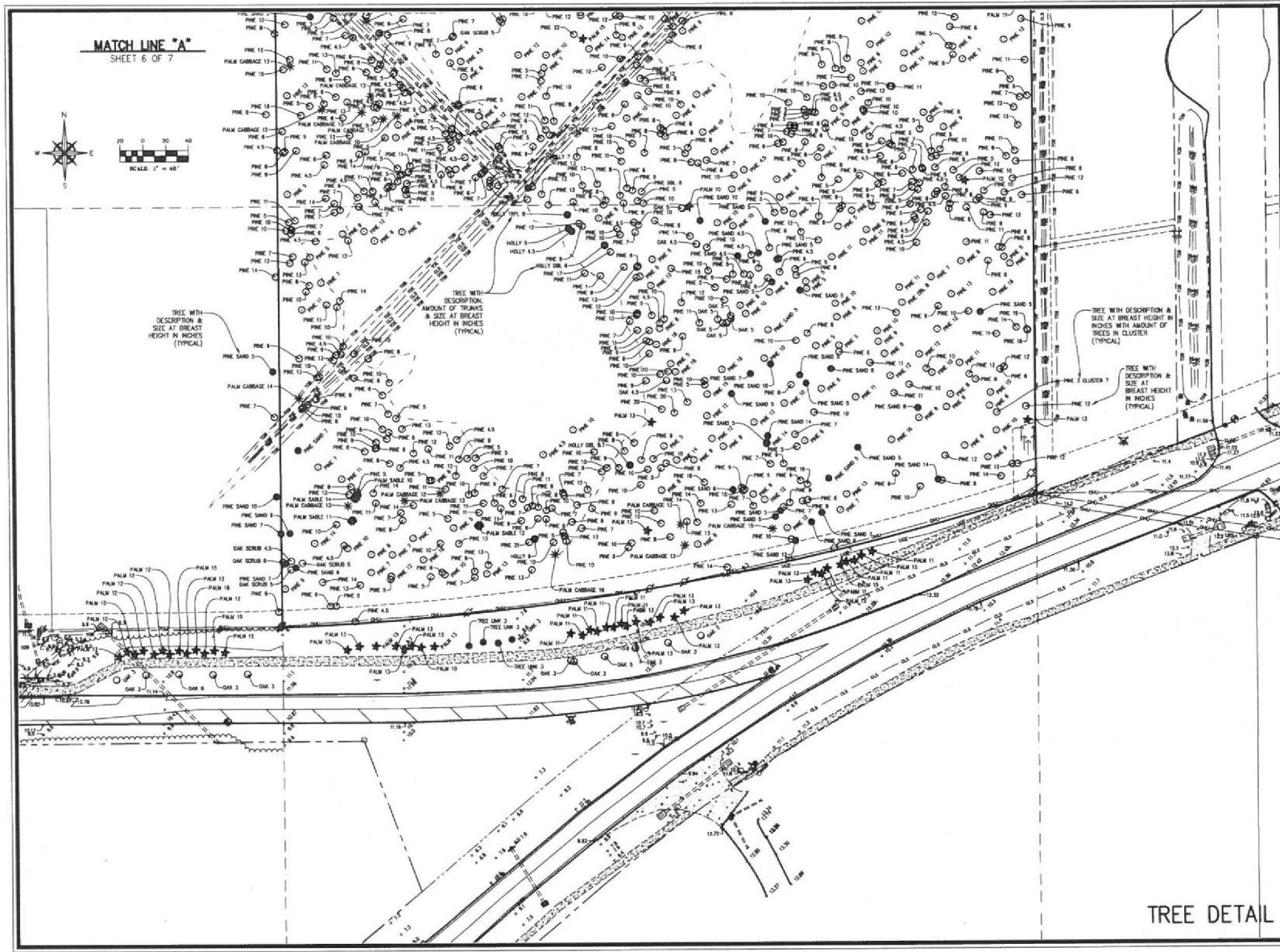
SHEET NO. 4
OF 7 SHEETS
PROJECT NO. 18-05



B BETSY LINDSAY, INC.
SURVEYING AND MAPPING

DATE 02/20/2018
SCALE 1"=40'
FIELD BK. MC 41
DRAWN BY AR
CHECKED BY DJE

BOUNDARY & TOPOGRAPHIC SURVEY
KENNEDY HOMES, LLC



BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7907 SW JACK JAMES DRIVE STUART, FLORIDA 34907
772-208-5753 772-208-5833 FAX
LICENSED BUSINESS NO. 8822

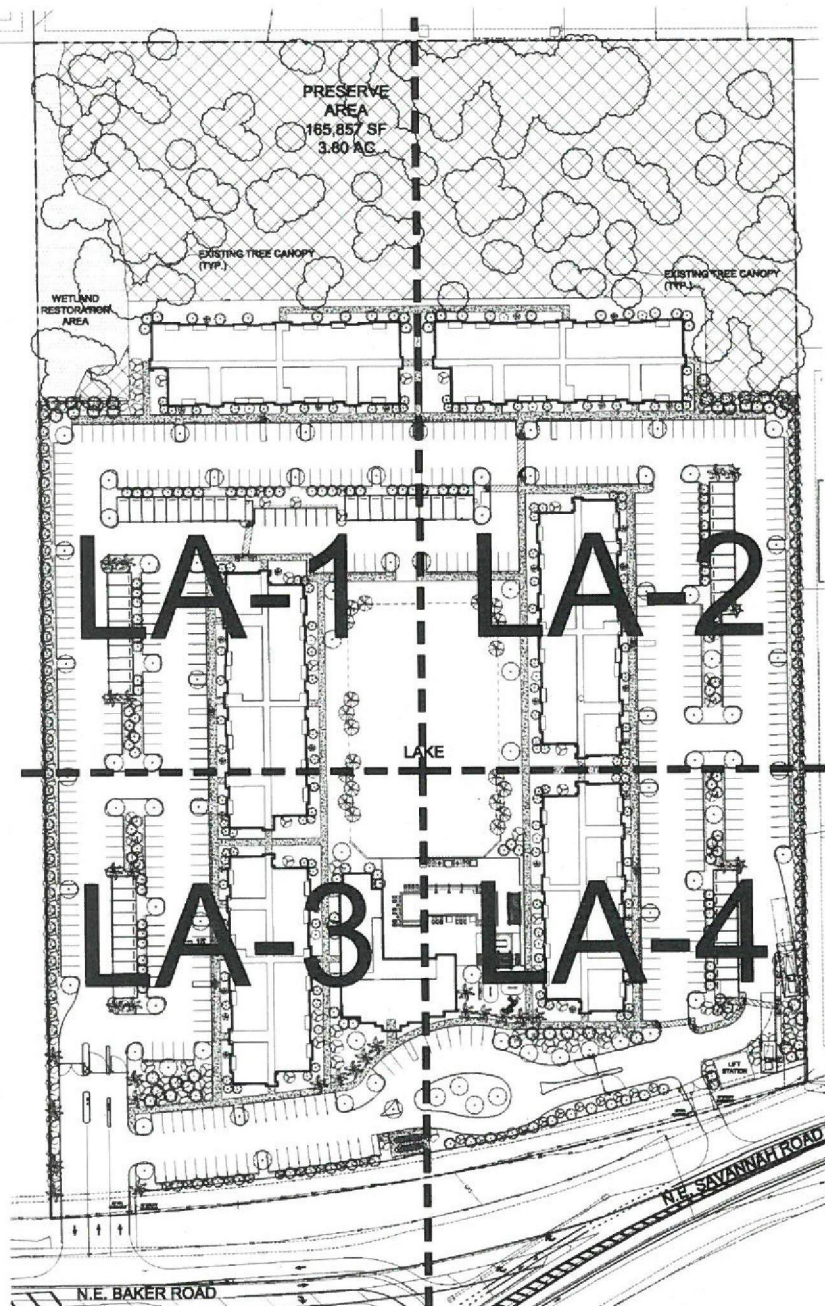
A PORTION OF SECTION 28, TOWNSHIP 37 S., RANGE 41 E.,
MARTIN COUNTY, FLORIDA

BOUNDARY & TOPOGRAPHIC SURVEY
KENNEDY HOMES, LLC

DATE	REVISIONS
02/20/2018	
SCALE 1"=40'	
FIELD BK. AC 41	
DRAWN BY: R.E.	
CHECKED BY: R.E.	

SHEET NO. 7
OF 7 SHEETS
PROJECT NO. 18-05

TREE DETAIL

PLANT SCHEDULE MASTER LP[illegible]

UPLAND & LITTORAL PLANT SCHEDULE

[illegible]

LANDSCAPE NOTES:

- Alternative plant species and structural landscaping beyond minimum requirements may be provided subject to review and approval by the City of Stuart prior to installation.
- All structural landscaping requirements for new access roads to be inspected and approved by City of Stuart prior to the issuance of a Certificate of Occupancy.

- [illegible]

IRRIGATION NOTES:

Intelligence systems shall conform to the following standards: Intelligence systems shall be automatically maintained in working order and shall be designed not to require user intervention to be useful longer than 30 days.

No intelligence system shall be installed or maintained on any public vehicle which causes more than 100 lbs of equipment to be installed on the vehicle posing additional loads.

Intelligence Vehicle Inspection To Be Completed

REQUIRED XERISCAPE POINTS:

At least 50% of the gross assets are made up of exempt-interest-bearing securities	10 years
At least 50% of the exempt assets are made up of exempt-interest-bearing securities	10 years
At least 50% of the exempt assets are made up of exempt-interest-bearing securities	10 years
Utilization of resources exceeding controller's office from a non-current asset's assets	5 years
Utilization of such other assets as appropriate	5 years
Utilization of non-current assets within a 5-year period to be placed in current assets	10 years
Current assets	

SHEET INDEX:

OVERALL KEY SHEET	CV
PLANT SCHEDULE	CV
LANDSCAPE PLANS	LA-1 - LA-4
LANDSCAPE DETAILS	LA-5
LANDSCAPE SPECIFICATIONS	LA-6



Key / Location:



Project Team:

Property Owner
Kendy House
9480 Congress Avenue
Suite 100, Austin 78757

Lead Planner
Kendy House
7701 East Green Blvd.
Suite 200, Fort Worth 76103
Phone 817-358-9100

Engineer
Cyrus Engineering, Inc.
1001 West Parker Avenue
Suite 1, Dallas 75246
714-351-0000

Surveyor
Bates Landmark Inc.
7910 East Jose James Drive
Suite 100, Dallas 75228
354-885-6752

Architect
Kendy House
9480 Congress Avenue
Suite 100, Austin 78757

Landmarks Architect
Kendy House
7701 East Green Blvd.
Suite 200, Fort Worth 76103
817-358-9100

Traffic Engineering
Cyrus Engineering, Inc.
1001 West Parker Avenue
Suite 1, Dallas 75246
714-351-0000

Architect
Mark Wilson, AIA
Architect & Planning
802 E. Pastorek Highway
Suite 200, Austin 78757
352-1111

Savannah Place at Baker Road

City of Stuart, Martin County, Florida

Landscape Plan

Date	By	Description
08.12.18	D.C.	First Submittal
01.31.19	D.C.	LPA Set



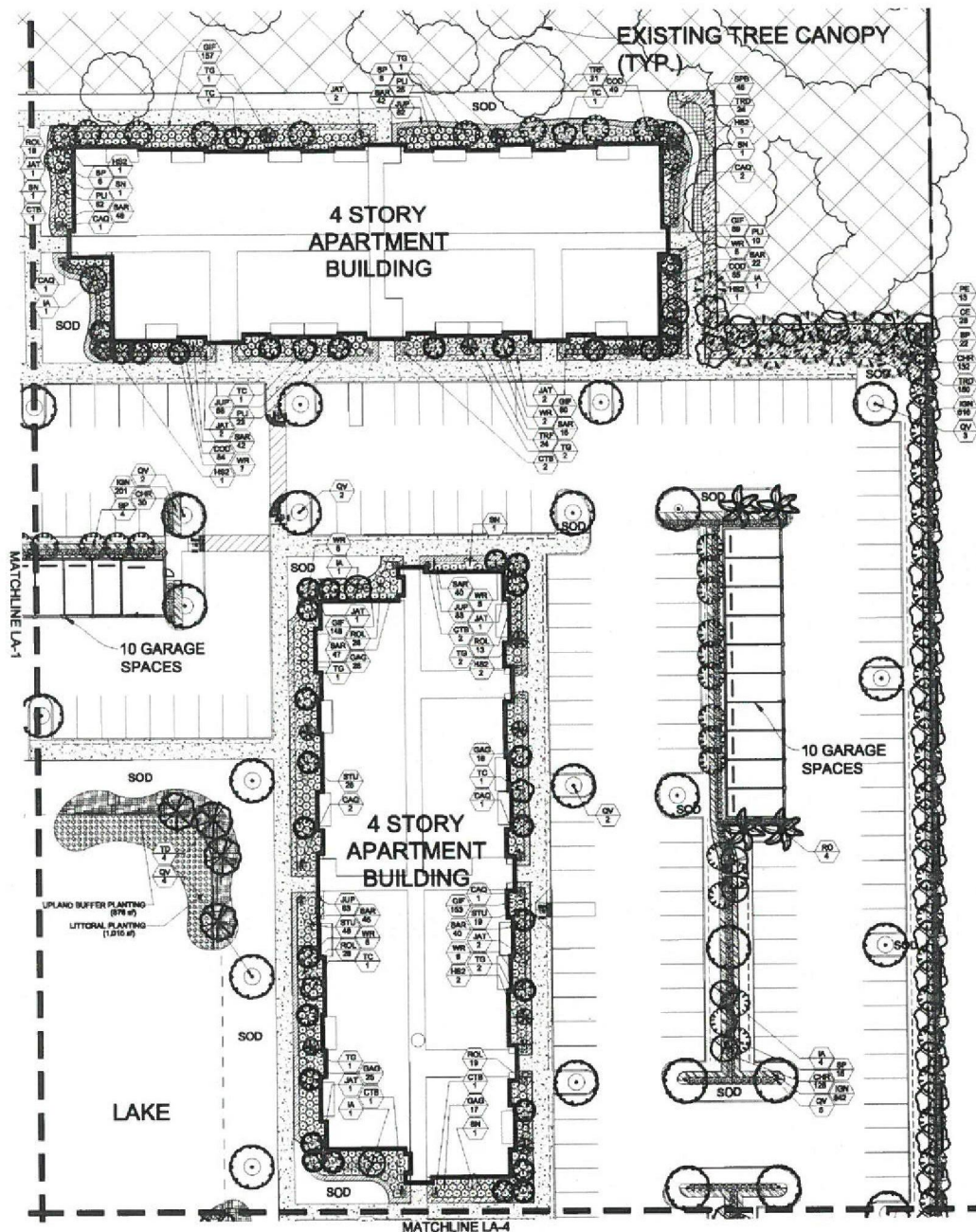
BCNE 1997

CM

REC'D. @ 1018
JAN 10 1964

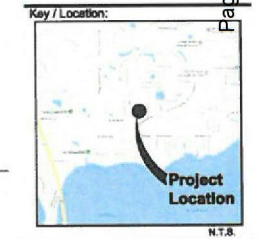
Designer	D.C.	Steel
Manager	D.F.	
Project Number	17-1130	
Municipal Number	—	
Computer File	17-1130 Baker Road Kennedy Homes - L	

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PLANT SCHEDULE LA-2

THREAT	CODE	QTY	SCIENTIFIC NAME	COMMON NAME	COUNTDOWN	HEIGHT	WIDTH	NOTES	NOTES	CHLUP
	CE	38	Conocarpus erectus	Bursera	70	12' HT	8' W	8'10, F, SP	Native	4.8' Color
	JA	8	Juniperus communis 'Sue Piquet'	Juniperus	70	12' HT	8' W	8'10, F, SP	Native	4.8' Color
	PE	15	Pinus elliotii 'Dawn'	Black Pine	70	12-18' HT	8' W	F, SP	Native	5.8' Color
	QV	35	Quercus virginiana	Eastern Live Oak	70	12' HT	8' W	F, SP	Native	4.8' Color
	NO	4	Neurospora	Florida Yellow Pine	70	12' HT	8' W	F, SP	Native	
	SP	55	Sporobolus	Solid Pine	70	12' HT	8' W	F, SP	Native	
	TC	5	Taxodium distichum	Yellow Cypress	400	12' HT	7' W	F, SP	Native	
	TO	4	Tournefortia	Solid Cypress	70	12' HT	8' W	F, SP	Native	4.8' Color
	TO	16	Tournefortia	Florida Yellow Pine	350	8' HT	8' W	F, SP	Native	
	VA	37	Vaccinium	Florida Yellow Pine	70	12' HT	8' W	F, SP	Native	
THREAT	CODE	QTY	SCIENTIFIC NAME	COMMON NAME	COUNTDOWN	HEIGHT	WIDTH	NOTES	NOTES	CHLUP
	CH	30	Chrysanthemum 'Red Ty' Plant	Red Ty Chrysanthemum	30	30' HT	12' W	F, SP	Native	
	CO	100	Calliandra verticillata 'Memory'	Memory Calliandra	30	30' HT	12' W	F, SP	Native	
	CT	5	Calliandra verticillata 'Black Knight'	Black Knight Calliandra	30	30' HT	12' W	F, SP	Native	
	CA	5	Calliandra verticillata 'Green Knight'	Green Knight Calliandra	30	30' HT	12' W	F, SP	Native	
	GA	30	Calliandra verticillata 'Green Knight'	Green Knight Calliandra	30	30' HT	12' W	F, SP	Native	
	HE	5	Calliandra verticillata 'Green Knight'	Green Knight Calliandra	30	30' HT	12' W	F, SP	Native	
	JA	11	Calliandra verticillata 'Green Knight'	Green Knight Calliandra	30	30' HT	12' W	F, SP	Native	
	PL	120	Calliandra verticillata 'Green Knight'	Green Knight Calliandra	30	30' HT	12' W	F, SP	Native	
	RO	30	Calliandra verticillata 'Green Knight'	Green Knight Calliandra	30	30' HT	12' W	F, SP	Native	
	SA	30	Calliandra verticillata 'Green Knight'	Green Knight Calliandra	30	30' HT	12' W	F, SP	Native	
	ST	30	Calliandra verticillata 'Green Knight'	Green Knight Calliandra	30	30' HT	12' W	F, SP	Native	
	TO	40	Calliandra verticillata 'Green Knight'	Green Knight Calliandra	30	30' HT	12' W	F, SP	Native	
	TR	40	Calliandra verticillata 'Green Knight'	Green Knight Calliandra	30	30' HT	12' W	F, SP	Native	
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Project Team:

Property Owner:
Savannah Place
1011 Ocean Blvd., Suite 1000
Ft. Lauderdale, FL 33304

Architect:
Kensley Homes
1400 Corporate Center
Ft. Lauderdale, FL 33304

Landscape Architect:
Lucido & Associates
1011 Ocean Blvd., Suite 1000
Ft. Lauderdale, FL 33304

Engineer:
Savannah Place
1011 Ocean Blvd., Suite 1000
Ft. Lauderdale, FL 33304

Contractor:
Savannah Place
1011 Ocean Blvd., Suite 1000
Ft. Lauderdale, FL 33304

Savannah Place Apartments

City of Stuart, Martin County, Florida

Landscape Plan

Date	By	Description
06.12.19	D.C.	First Submittal
01.31.19	D.C.	LPA Set

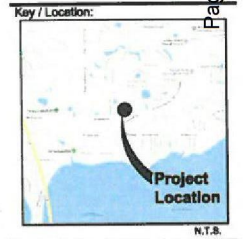
SCALE: 1" = 30'

0 10 20 40

REO: #1018
Thomas P. Lucido

Designer: D.C. Sheet
Manager: D.P.
Project Number: 17-1130
Municipal Number: —
Computer File: 17-1130 Baker Road Kennedy Homes - LPA

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Project Team:

Property Owner:
Savannah Place, LLC
107 S. Ocean Blvd., Suite 200
Palm Beach, Florida 33480

Architect:
Lucido & Associates
107 S. Ocean Blvd., Suite 200
Palm Beach, Florida 33480

Landscape Architect:
Lucido & Associates
107 S. Ocean Blvd., Suite 200
Palm Beach, Florida 33480

Engineer:
Savannah Place, LLC
107 S. Ocean Blvd., Suite 200
Palm Beach, Florida 33480

Surveyor:
Savannah Place, LLC
107 S. Ocean Blvd., Suite 200
Palm Beach, Florida 33480

Savannah Place Apartments

City of Stuart, Martin County, Florida

Landscape Plan

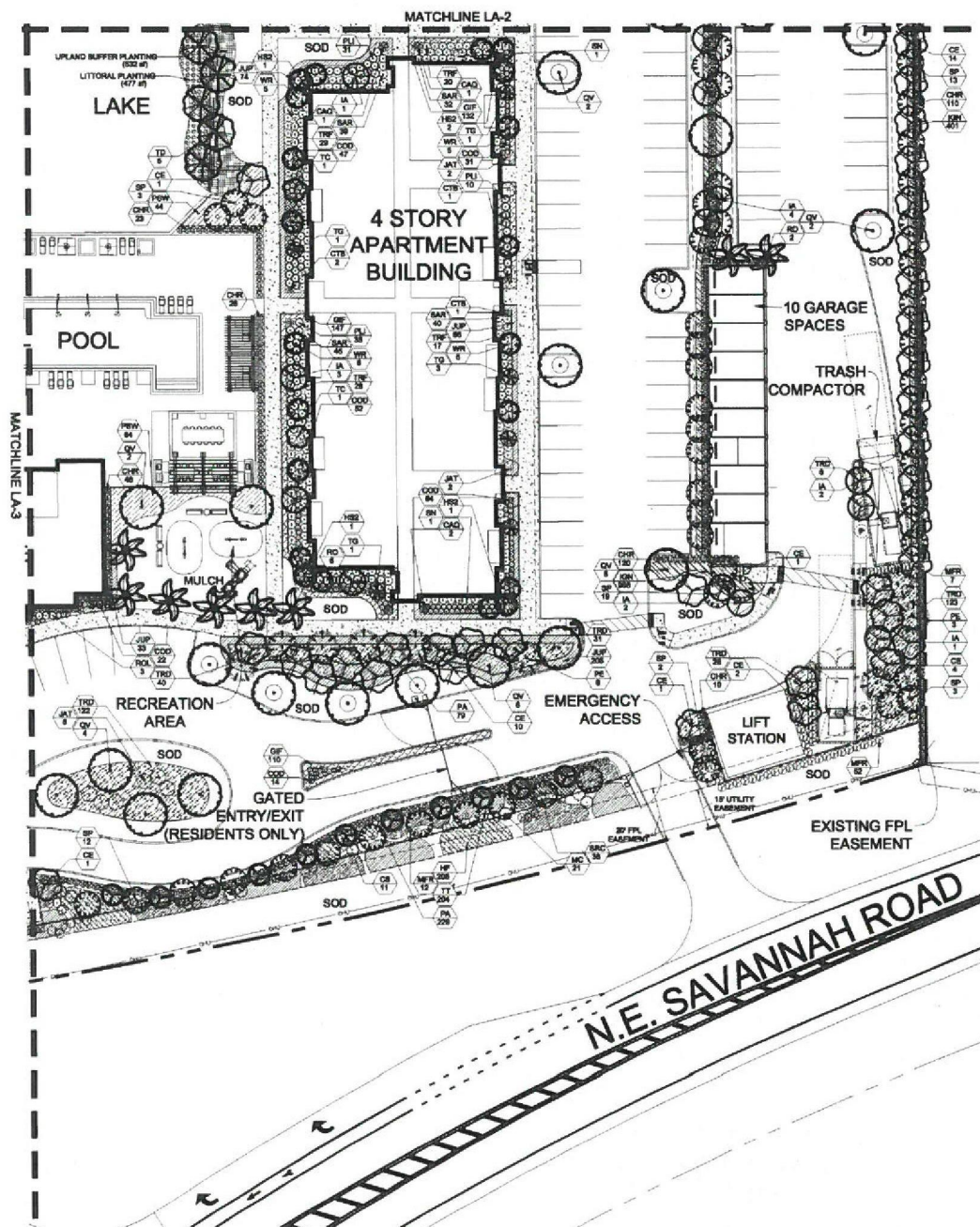
Date	By	Description
08.12.18	D.C.	Final Submittal
01.31.19	D.C.	LPA Set

Scale: 1" = 30'

North Arrow: (Symbol pointing North)

Legend:

- SPACING: 24" A.S., 36" A.S., 48" A.S., 60" A.S., 72" A.S., 84" A.S., 96" A.S., 108" A.S., 120" A.S., 144" A.S., 168" A.S., 192" A.S., 216" A.S., 240" A.S., 264" A.S., 288" A.S., 312" A.S., 336" A.S., 360" A.S., 384" A.S., 408" A.S., 432" A.S., 456" A.S., 480" A.S., 504" A.S., 528" A.S., 552" A.S., 576" A.S., 600" A.S., 624" A.S., 648" A.S., 672" A.S., 696" A.S., 720" A.S., 744" A.S., 768" A.S., 792" A.S., 816" A.S., 840" A.S., 864" A.S., 888" A.S., 912" A.S., 936" A.S., 960" A.S., 984" A.S., 1008" A.S., 1032" A.S., 1056" A.S., 1080" A.S., 1104" A.S., 1128" A.S., 1152" A.S., 1176" A.S., 1200" A.S., 1224" A.S., 1248" A.S., 1272" A.S., 1296" A.S., 1320" A.S., 1344" A.S., 1368" A.S., 1392" A.S., 1416" A.S., 1440" A.S., 1464" A.S., 1488" A.S., 1512" A.S., 1536" A.S., 1560" A.S., 1584" A.S., 1608" A.S., 1632" A.S., 1656" A.S., 1680" A.S., 1704" A.S., 1728" A.S., 1752" A.S., 1776" A.S., 1800" A.S., 1824" A.S., 1848" A.S., 1872" A.S., 1896" A.S., 1920" A.S., 1944" A.S., 1968" A.S., 1992" A.S., 2016" A.S., 2040" A.S., 2064" A.S., 2088" A.S., 2112" A.S., 2136" A.S., 2160" A.S., 2184" A.S., 2208" A.S., 2232" A.S., 2256" A.S., 2280" A.S., 2304" A.S., 2328" A.S., 2352" A.S., 2376" A.S., 2400" A.S., 2424" A.S., 2448" A.S., 2472" A.S., 2496" A.S., 2520" A.S., 2544" A.S., 2568" A.S., 2592" A.S., 2616" A.S., 2640" A.S., 2664" A.S., 2688" A.S., 2712" A.S., 2736" A.S., 2760" A.S., 2784" A.S., 2808" A.S., 2832" A.S., 2856" A.S., 2880" A.S., 2904" A.S., 2928" A.S., 2952" A.S., 2976" A.S., 3000" A.S., 3024" A.S., 3048" A.S., 3072" A.S., 3096" A.S., 3120" A.S., 3144" A.S., 3168" A.S., 3192" A.S., 3216" A.S., 3240" A.S., 3264" A.S., 3288" A.S., 3312" A.S., 3336" A.S., 3360" A.S., 3384" A.S., 3408" A.S., 3432" A.S., 3456" A.S., 3480" A.S., 3504" A.S., 3528" A.S., 3552" A.S., 3576" A.S., 3600" A.S., 3624" A.S., 3648" A.S., 3672" A.S., 3696" A.S., 3720" A.S., 3744" A.S., 3768" A.S., 3792" A.S., 3816" A.S., 3840" A.S., 3864" A.S., 3888" A.S., 3912" A.S., 3936" A.S., 3960" A.S., 3984" 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PLANT SCHEDULE LA-4

SYMBOL	CODE	QTY	SCIENTIFIC NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	WATER	CLIPPER
	CE 34		Conocarpus erectus	Belted Palm	10	10' Ht	6' W	10' L, 1' Sp	None	4' P Colter
	CE 11		Conocarpus erectus 'Variegata'	Striped Belted Palm	10	10' Ht	6' W	10' L, 1' Sp	None	
	AL 15		Asplenium nidus 'Star Pattern'	Star Pattern Asplenium	10	10' Ht	6' W	10' L, 1' Sp	None	4' P Colter
	PE 9		Philodendron 'Dwarf'	Dwarf Philodendron	10	10' Ht	6' W	1' Sp	None	2' P Colter
	CV 10		Croton variegatus	Variegated Croton	10	10' Ht	6' W	1' Sp	None	4' P Colter
	NO 8		Nerium oleander	Flamingo Flower	10	10' Ht	6' W	1' Sp	None	
	SP 10		Sparganium angustifolium	Water Sparganium	10	10' Ht	6' W	1' Sp	None	
	TS 2		Taxodium distichum	Swamp Cypress	10	10' Ht	6' W	1' Sp	None	4' P Colter
	TS 4		Taxodium distichum	Swamp Cypress	10	10' Ht	6' W	1' Sp	None	
	TS 6		Taxodium distichum	Swamp Cypress	10	10' Ht	6' W	1' Sp	None	
	MS 21		Myrsine floridana	Florida Myrtle	10	10' Ht	6' W	1' Sp	None	
SYMBOL	CODE	QTY	SCIENTIFIC NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	WATER	CLIPPER
	CH 11		Chorizanthe linearis 'Red Top'	Red Top Chorizanthe	10	10' Ht	6' W	1' Sp	None	
	CH 21		Chorizanthe linearis 'Variegata'	Variegated Red Top	10	10' Ht	6' W	1' Sp	None	
	CH 4		Chorizanthe linearis 'Black Top'	Black Top Chorizanthe	10	10' Ht	6' W	1' Sp	None	
	CH 6		Chorizanthe linearis 'Green Top'	Green Top Chorizanthe	10	10' Ht	6' W	1' Sp	None	
	MS 8		Melissae linearis 'Variegata Red'	Variegated Red Top	10	10' Ht	6' W	1' Sp	None	
	JAL 10		Jatropha integrifolia	Jatropha	10	10' Ht	6' W	1' Sp	None	
	SP 11		Sparganium angustifolium	Water Sparganium	10	10' Ht	6' W	1' Sp	None	
	SP 10		Sparganium angustifolium	Water Sparganium	10	10' Ht	6' W	1' Sp	None	
	PL 10		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 11		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 12		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 13		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 14		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 15		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 16		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 17		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 18		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 19		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 20		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 21		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 22		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 23		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 24		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 25		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 26		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 27		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 28		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 29		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
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	PL 31		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 32		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 33		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 34		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
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	PL 56		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
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	PL 78		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 79		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 80		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 81		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 82		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
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	PL 86		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 87		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
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	PL 99		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp	None	
	PL 100		Platanus 'Dwarf'	Dwarf Platanus	10	10' Ht	6' W	1' Sp</		



Key / Location:



Project Name:

Property Owner:
Lucido & Associates, Inc.
1712 Duval St., Suite 1000
Jacksonville, FL 32202
Phone: 904.241.1111

Local Planner:
Lucido & Associates, Inc.
1712 Duval St., Suite 1000
Jacksonville, FL 32202
Phone: 904.241.1111

Engineer:
Carter Engineering, Inc.
101 N. Duval St., Suite 1000
Jacksonville, FL 32202
Phone: 904.241.1111

Surveyor:
Carter Engineering, Inc.
101 N. Duval St., Suite 1000
Jacksonville, FL 32202
Phone: 904.241.1111

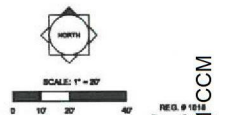
Architect:
Carter Engineering, Inc.
101 N. Duval St., Suite 1000
Jacksonville, FL 32202
Phone: 904.241.1111

Savannah Place Apartments

City of Stuart, Martin County, Florida

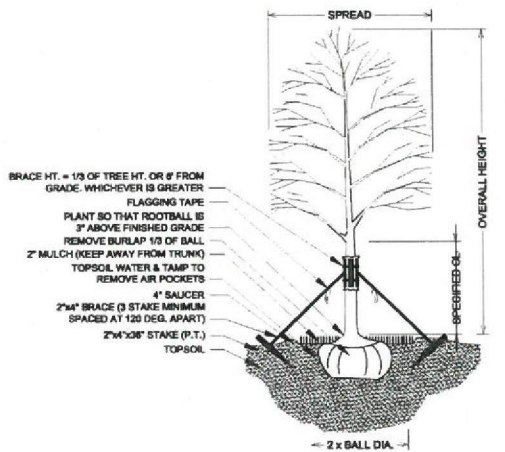
Landscape Plan

Date	By	Description
06.12.18	D.C.	Final Submittal
01.31.19	D.C.	LPA Set

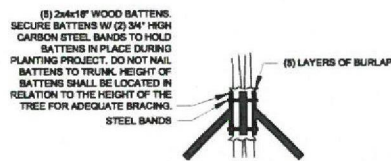


Designer: D.C.
Manager: D.F.
Project Number: 17-1120
Municipal Number: 17-1120 Baker Road Kennedy Homes - Lark
Computer File: 17-1120 Baker Road Kennedy Homes - Lark

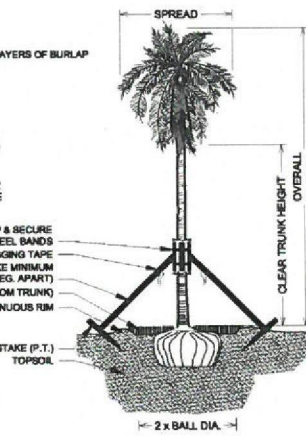
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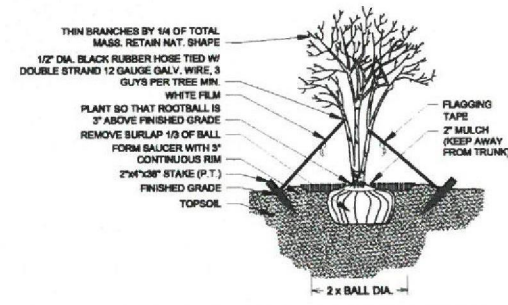
TREE PLANTING & STAKING
 NOT TO SCALE



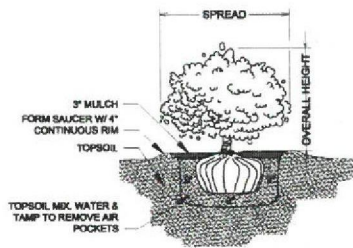
BRACING DETAIL
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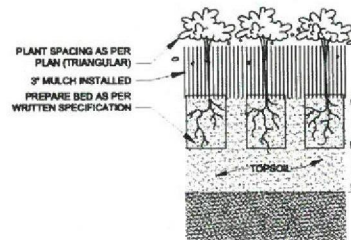
PALM PLANTING - ANGLE STAKE
 NOT TO SCALE



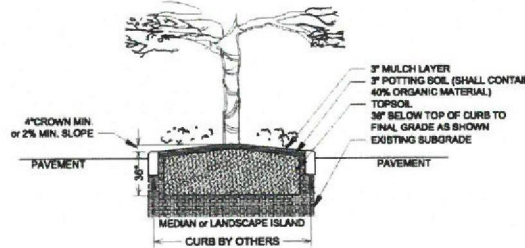
MULTI-TRUNK PLANTING & GUYING
 NOT TO SCALE



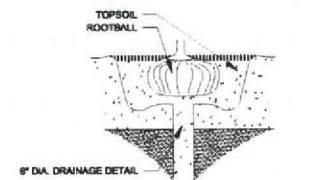
SHRUB PLANTING
 NOT TO SCALE



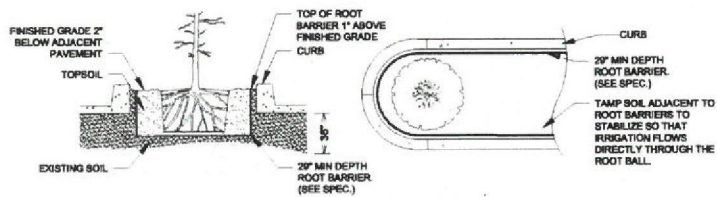
GROUNDCOVER PLANTING DETAIL
 NOT TO SCALE



LANDSCAPE AREA PREPARATION DETAIL
 NOT TO SCALE

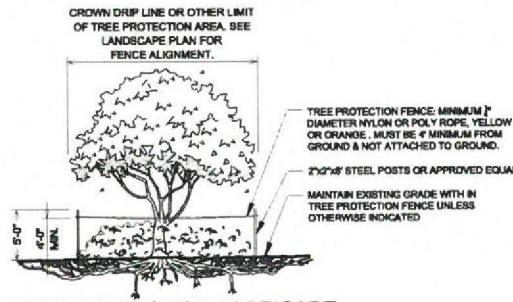


DRAINAGE TESTING DETAIL
 NOT TO SCALE



SPECIAL APPLICATIONS ROOT BARRIER DETAIL
 NOT TO SCALE

- NOTES:
 1- ROOT BARRIER SHALL BE INSTALLED WHEN ROOT BALL IS LOCATED WITHIN 6" OF PAVEMENT AND/OR CURB.
 2- ROOT BARRIER SHALL BE 20" BARRIER 20" DEPTH OR APPROVED EQUAL.
 3- ROOT BARRIER SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.



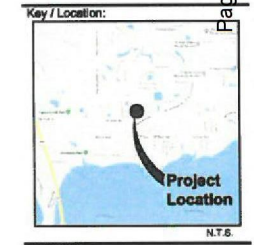
TREE PROTECTION BARRICADE
 NOT TO SCALE

- NOTES:
 1- SEE LANDSCAPE PLAN FOR FENCE ALIGNMENT.
 2- NO PRUNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST.
 4- NO EQUIPMENT SHALL OPERATE WITHIN 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.

- DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.
- 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.
- WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL.)
- ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.
- 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.



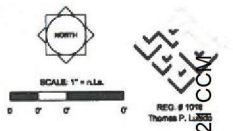
Property Owner Kendall Homes 1600 Corporate Center Palm City, Florida 32909	Appointed Kendall Homes 1600 Corporate Center Palm City, Florida 32909
Landscape Architect Lucido & Associates 1611 Coast Blvd., Suite 200A Palm City, Florida 32909 772.330.4750	Landscape Architect Lucido & Associates 1611 Coast Blvd., Suite 200A Palm City, Florida 32909 772.330.4750
Engineer Carpenter Engineering, Inc. 201 W. Palm Beach Blvd. Palm City, Florida 32909 772.330.4750	Engineer Carpenter Engineering, Inc. 201 W. Palm Beach Blvd. Palm City, Florida 32909 772.330.4750
Surveyor Baker Surveying, Inc. 1001 S. Federal Highway, Suite 200 Palm City, Florida 32909 772.330.4750	Surveyor Baker Surveying, Inc. 1001 S. Federal Highway, Suite 200 Palm City, Florida 32909 772.330.4750

Savannah Place Apartments

City of Stuart, Martin County, Florida

Details

Date	By	Description
08.12.18	D.C.	First Submittal
01.31.19	D.C.	LPA Set



Designer D.C.	Sheet 1 of 32
Manager D.F.	
Project Number 17-1120	
Municipal Number ---	
Computer File 17-1120 Baker Road Kennedy Homes - Land	

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LANDSCAPE SPECIFICATIONS

PART 1: GENERAL CONDITIONS

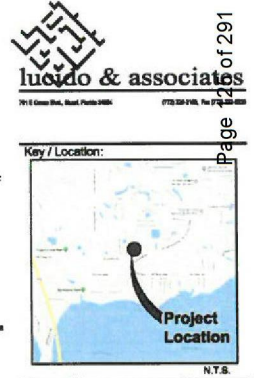
- 1.01 SCOPE:**
The Landscape Contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape.
- 1.02 AGENCY STANDARDS:**
Creative and appropriate plant materials to be used will be true to name, size, condition and graded Florida #1 or better as stated in Creative and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.
- 1.03 SITE EXAMINATION:**
The Landscape Contractor shall personally examine the site and fully acquaint themselves with all of the existing conditions in order that to the understanding may afterwards arise as to the character or extent of the work to be performed, and, additionally, in order to insure that the Landscape Contractor be in a position 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:**
The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantity of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for neither own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.
- 1.05 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 such query.**
- 1.06 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.**
- 1.07 EXECUTION OF THE WORK:**
The Landscape Contractor shall have his labor crew supervised and directed by a Foreman well versed in plant materials, planting methods, mowing plans, and construction between jobs and nursery in order to execute installation correctly and in a timely manner.
- 1.08 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.**
- 1.09 THE LANDSCAPE CONTRACTOR SHALL BE AVAILABLE for all meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.**
- 1.10 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. The contractor shall be held responsible for any damage to property or property which may occur as a result of his fault or negligence in the execution of the work, i.e. damage to underground pipe or cables.
- 1.11 CHANGES AND EXTRAIS:**
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.
- 1.12 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 60 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.
- 1.13 At the end of the specified guarantee period, any plant required under the 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 where subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.**
- 1.14 CARE AND MAINTENANCE:**
The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until first acceptance by the Owner or Landscape Architect.
- 1.15 The Owner agrees to execute the instructions for such care and maintenance.**
- 1.16 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.
- 1.17 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 (29 U.S.C.).**
- 1.18 CONTRACTOR QUALIFICATION:**
The Owner may require the applicant contractor (s) to qualify themselves 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.
- 1.19 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 \$200,000.00 per person and \$200,000.00 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.
- 1.20 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.**
- 1.21 PERMITS AND CERTIFICATES:**
All contractors shall secure and pay for all permits and certificates required for higher class of work.

PART 2: MATERIALS

- 2.01 PLANT MATERIALS:**
A. A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.
- 2.02 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.
- 2.03 At 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.**
- 2.04 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 Creative and Standards for Nursery Plants, most current edition and Creative and Standards for Nursery Plants, most current edition.**
- 2.05 Plants that do not have the normal balance of height and spread qualify for the negative plant shall not be acceptable.**
- 2.06 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.**
- 2.07 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 bolls 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.
- 2.08 PROTECTION OF PLANT MATERIALS:**
A. Ball and burlapped plants (8 & 10 inch) shall be dug with firm natural bolls of earth of sufficient diameter and depth to encompass the bolls and burlapped root system necessary for full recovery of the plant. Bolls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.
- 2.09 Plants with broken, damaged or insufficient roots will be rejected.**
- 2.10 All plant materials shall be protected from possible bark injury or breakage of branches. All plants traveling by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.**
- 2.11 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.**
- 2.12 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.
- 2.13 PROTECTION DURING PLANTING:**
A. Trees moved by wind or crane shall be thoroughly protected from chain marks, grinding or bark damage by means of burlap, wood bolls or other approved materials. Bolls shall NOT be attached to the site with tie rails.
- 2.14 TOP SOIL:**
A. Planting soil for all plantings shall consist of topsoil and be natural, friable, fertile, free from soil possessing characteristics of representatives topsoil in the vicinity of the project site that produces heavy growth. Topsoil shall have a PH range of 6.5-7.4, free from weeds, rocks, sticks, clay, stones, sharp rocks, 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 2% organic material. Topsoil must provide water at a rate of 1" per hour (this also drainage testing depth for trees).
- 2.15 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" listed Landscape Area Preparation Details. In addition, a 2" layer of high grade (min 40%) peat moss shall be added to the topsoil and mixed in at the time of planting. (Note: Coast Recycling Inc. is a recommended source for Imported Topsoil (if needed) as well as the top 2" layer of peat moss).
- 2.16 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 Details. Examination may require testing 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 transmission protocol at least 14 days prior to the planting. Contractor shall schedule an on-site meeting with Landscape Architect to review existing soil test results and if soil test is conducted, Contractor shall schedule an on-site meeting with Landscape Architect to review existing soil test results prior to planting. The Landscape Area Preparation is the responsibility of the Landscape Contractor. Materials shall be accepted as responsibility of planting soils and shall honor all guarantees items in section 1.08.**
- 2.17 FERTILIZER:**
A. Commercial fertilizer shall comply with the state and local fertilizer laws. Nitrogen shall not be less than 42% from organic sources. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizer 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.
- 2.18 Topsoil fertilizer shall be applied to planting beds 20-24 inches, 21 inches or equal. All trees and shrubs shall be fertilized with substantial fertilizer as follows. While burlapping plant holes, fertilizer shall be evenly spread and placed adjacent to the ball 10 inches in depth in accordance with the following table:**
- | | |
|--------------------|---------|
| 1 gallon container | 1 table |
| 3 gallon container | 2 table |
| 8 gallon container | 3 table |
| 7 gallon container | 8 table |
- 2.19 Large bolls, wire bolls, grow bags, and balled and burlapped material shall have 1 table 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.**
- 2.20 MULCH:**
A. Mulch material shall be clean, dry, free of weeds, seeds and pests, installed at the time of application to prevent wind displacement. Openings for Red mulch is prohibited.
B. All trees and shrubs shall receive 2" mulch immediately after planting and thoroughly watered. Apply 2" mulch on tree & palm trunks, keep 2" 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 type of existing 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 report 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 owner.
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 end and planting areas in their proper relations to drainage, their structure, and other site conditions. The site grading plan must be checked prior to installation of soil 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 locations and ascertain the location of all utilities and easements so proper procedures 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. Discussion of holes shall extend to the required edge of the planting area specified in the landscape plans. Plant pits shall be circular in outline and shall have a profile which matches the aforementioned "Tree and Shrub Planting Diagram".
E. A representative number of planting pits to 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 balled with Topsoil: see Landscape Area Preparation Details:
1. 1 gallon material (1 gal.) 12" x 12" x 12" min.
3. 3 gallon material (3 gal.) 20" x 20" x 18" min.
Larger 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 soil shall be installed until the area has been cleared of existing soil 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 lower down holes 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.
- 3.04 All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wires, stakes, etc., shall be removed from sides and top of the ball and removed from holes before filling in.**
- 3.05 All bagging ribbon shall be removed from trees and shrubs before planting.**
- 3.06 Poles excavation (8") from all holes shall be removed from the site, at no additional expense to Owner.**
- 3.07 All palms shall be balled with depth, thoroughly washed in during planting operations and with a shallow saucer depression left of the soil for future watering. Saucer areas shall be top-dressed 10" (2") inches deep with topsoil and left in a nest, then covered.**
- 3.08 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 effectiveness of shrubs. Cuts made at right angles to line of growth will not be permitted.
C. Trees shall not be topped or topped.
D. Remove all thinning from sites.
- 3.09 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 galvanized mild steel guy wires, 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 on the tree.
C. Wires & three sets of wires larger than 12" dia. 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.
- 3.10 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 first acceptance by the Landscape Architect.
- 3.11 SOIL:**
A. The Landscape Contractor shall set 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, ridges, stones, and other debris.
C. The soil shall be firm, tough, loam, 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 soil shall be good clean earth, free from stones and debris.
D. Before being set and after, the soil shall have been moved at least three times with a lawn mower, with the final mowing not more than seven days before the soil is set. The soil shall be carefully set into uniform dimensions.
E. 0-4" fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying out.
F. Outer soil shall be laid with closely abutting, staggered panels with a tapered or rolled, even surface.
G. The finished level of all soil areas after settlement shall be one (1") inch below the top of abutting curbs, walls, 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 worked in.
- 3.12 SEEDING:**
A. The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, apply fertilizer at a rate of 600 lbs. per acre.
B. Application: Argentine Bahia Grass seed-250 Pounds per acre mixed with common hardseeded 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 ester mulch at the rate of 2,000 pounds per acre.
D. Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.
- 3.13 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 remove all paved areas "broken glass" when completed with the work.
- 3.14 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, reestablishing plants to proper grades or upright positions, spraying, restoration of planting areas 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.
- 3.15 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 caused 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 setting of each plant according to Florida Grading 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, acceptance of the possible replacement of plants and 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.



Project Team:

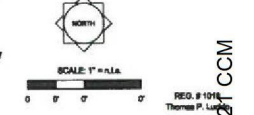
Property Owner Savannah Place 1000 N. Highway 1 Stuart, FL 34954 Phone: 888-333-3333	Architect Savannah Place 1000 N. Highway 1 Stuart, FL 34954 Phone: 888-333-3333
Landscape Architect Lucido & Associates 101 East Ocean Blvd. Stuart, FL 34954 Phone: 888-333-3333	Engineer Savannah Place 1000 N. Highway 1 Stuart, FL 34954 Phone: 888-333-3333
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Savannah Place Apartments

City of Stuart, Martin County, Florida

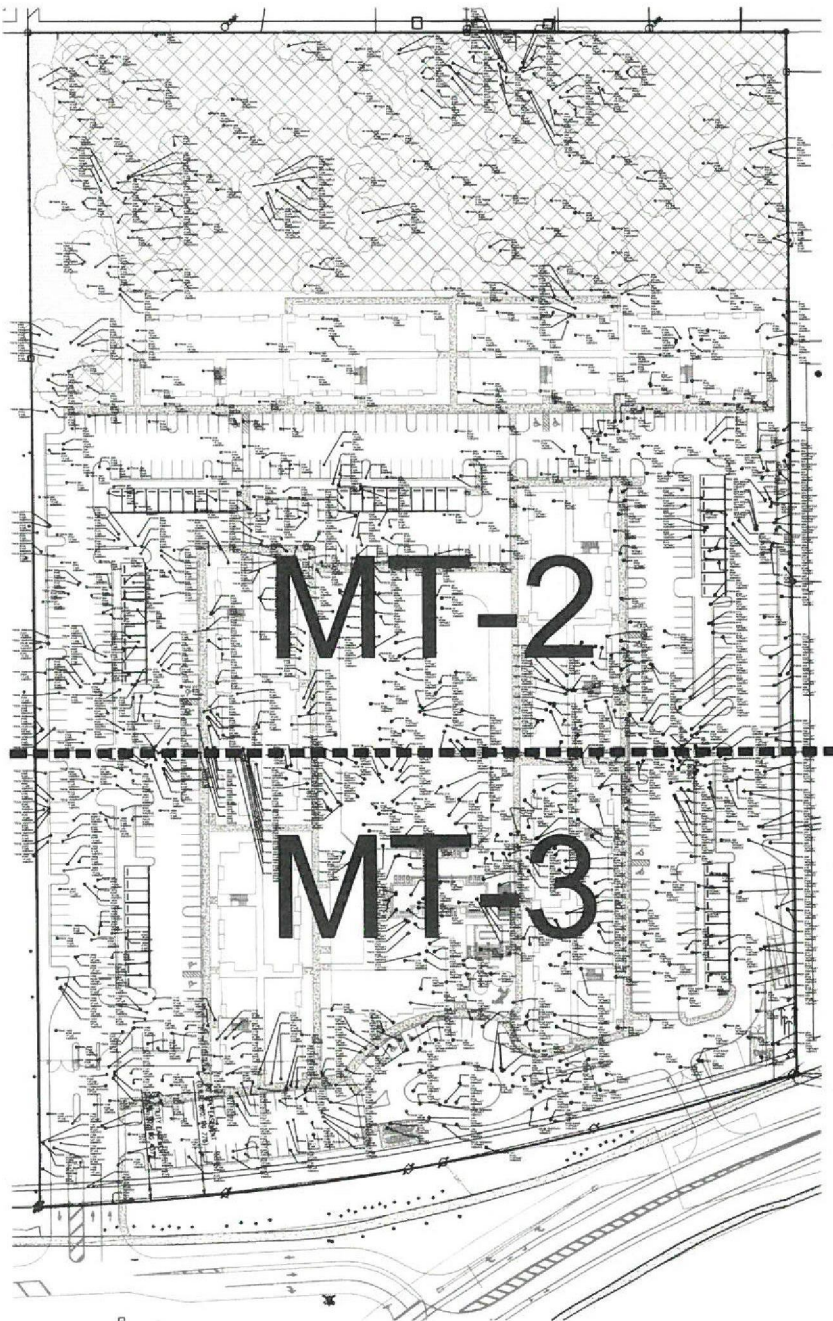
Specifications

Date	By	Description
08.12.18	D.C.	First Submittal
01.31.19	D.C.	LPA Rev



Designer	D.C.	Sheet
Manager	D.P.	17-120
Project Number	17-120	
Multiple Number	—	
Computer File	17-120 Baker Road Kennedy Home - Larc	

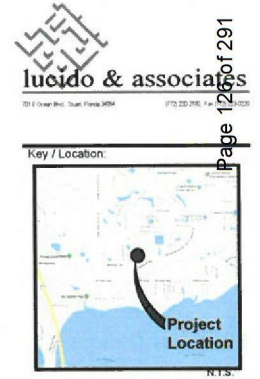
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EXISTING TREE SCHEDULE

1. SLASH PINES	QUANTITY	INCHES	2. HARDWOODS	QUANTITY	INCHES
Trees Removed	306	4,377	Trees Removed	115	493.7
Mitigation Required (x1.5)	6,561		Mitigation Required (x1.5)	1,334.25	
Mitigation Provided			Mitigation Provided		
Sabal Palms (1.1), Avg Clear Trunk 18" (1)	213	2,772	Live Oak Trees (4.5")	87	518
Washingtonia Palms (1.1), Avg Clear Trunk 38" (1)	134	1,996	Small Cypress Trees (4.5")	30	90
Royal Palms (1.1), Avg Clear Trunk 18" (1)	85	403	East Palmetto Holly Trees (4.5")	42	189
* Extra Credit for height of palms (4" height=4" per palm)	300	1,500	Green Buttonwood Trees (4.5")	131	589.5
Slash Pine (2.3")	33	83			
TREE MITIGATION PROVIDED	6,568		HARDWOOD MITIGATION PROVIDED	1337.5	

* NOTE: Per Code Sec. 5.05.02: For every one foot of clear trunk of Palm Tree exceeding minimum Palm Tree size per section 6.04.02.A.2 of the landscape code, credit will be given for one inch of replacement.



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Property Owner:
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Applicant:
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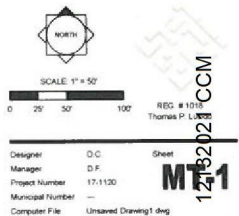
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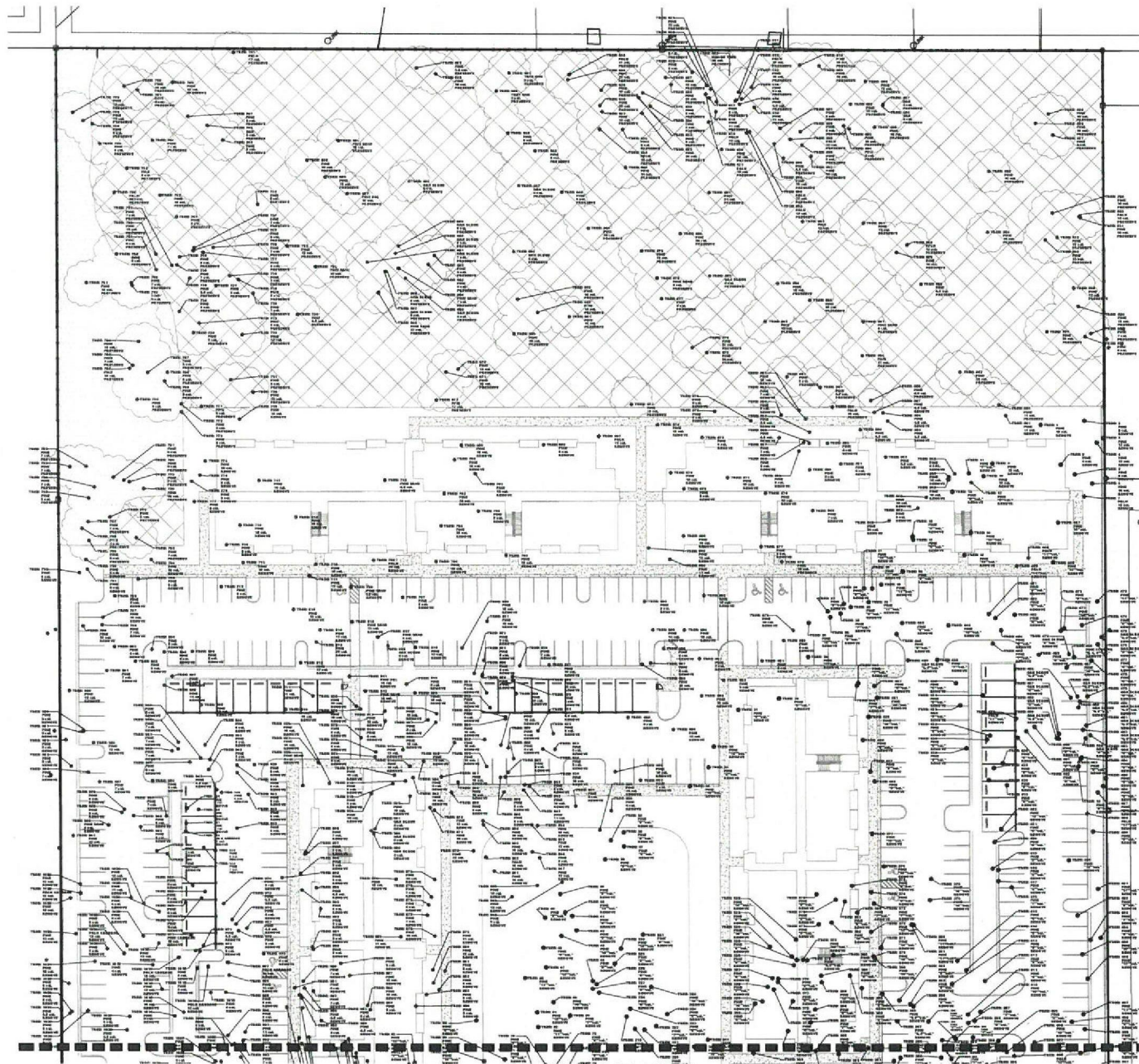
Savannah Place at Baker Road City of Stuart, Martin County, Florida **Tree Mitigation Plan**

Date	By	Description
06/12/18	D.C.	Final Submittal
06/02/18	D.C.	City Commission 2nd Reading



DESIGNER: D.C. SHEET
MANAGER: D.F.
PROJECT NUMBER: 17-1120
MUNICIPAL NUMBER: —
COMPUTER FILE: Unsaved Drawing1.dwg

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MATCHLINE MT-3



Project Team:

Property Owner:
 Western Sub Development Trust
 10110 W. 10th Ave.
 Fort Lauderdale, FL 33321

Lead Planner:
 Luccio & Associates
 1211 East Ocean Blvd.
 Suite 1000, Fort Lauderdale, FL 33304
 (954) 561-1111

Engineer:
 Caputo Engineering, Inc.
 301 NW 10th Avenue
 Stuart, FL 34984
 (888) 333-6644

Surveyor:
 Barry Lindsey Inc.
 7901 SW Jack James Drive
 Stuart, Florida 34987
 (772) 288-5753

Applicant:
 Luccio & Associates
 1211 East Ocean Blvd.
 Suite 1000, Fort Lauderdale, FL 33304
 (954) 561-1111

Landscape Architect:
 Luccio & Associates
 1211 East Ocean Blvd.
 Suite 1000, Fort Lauderdale, FL 33304
 (954) 561-1111

Traffic Engineer:
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 301 NW 10th Avenue
 Stuart, FL 34984
 (888) 333-6644

Architect:
 Mark Vitale, AIA
 Architecture / Planning
 831 E. Federal Highway, Suite 201
 Boca Raton, Florida 33432
 (561) 362-4111

Savannah Place at Baker Road

City of Stuart, Martin County, Florida

Tree Mitigation Plan

Date	By	Description
06/12/19	D.C.	First Submittal
05/02/19	D.C.	City Commission 2nd Reading

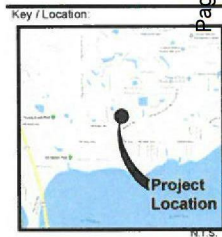
North Arrow

Scale: 1" = 30'

REG. # 1018
 Thomas P. Lindsey

Designer:	D.C.	Sheet
Manager:	D.F.	17-2
Project Number:	17-1120	
Municipal Number:	---	
Computer File:	Unsaved Drawing1.dwg	

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Project Team

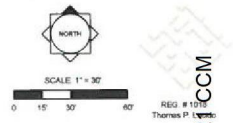
Property Owner Imperial 525 Riverside Trust 400 N.W. 15th Palm City, Florida 34881	Applicant Savanah Homes 6400 Congress Avenue Boca Raton, Florida 33487
Land Planner Lucido & Associates 7511 Ocean Blvd. Suite 1000, Fort Myers, Florida 33905 (941) 336-7300	Landscape Architect Lucido & Associates 7511 Ocean Blvd. Suite 1000, Fort Myers, Florida 33905 (941) 336-7300
Engineer Capital Engineering, Inc. 201 West Taylor Avenue Stuart, FL 34984 (772) 892-4344	Traffic Engineer Capital Engineering, Inc. 201 West Taylor Avenue Stuart, FL 34984 (772) 892-4344
Surveyor Bann Landmark, LLC 7287 SW Jack James Drive Stuart, Florida 34987 (772) 389-3753	Architect Bann Landmark, LLC 7287 SW Jack James Drive Stuart, Florida 34987 (772) 389-3753

Savannah Place at Baker Road

City of Stuart, Martin County, Florida

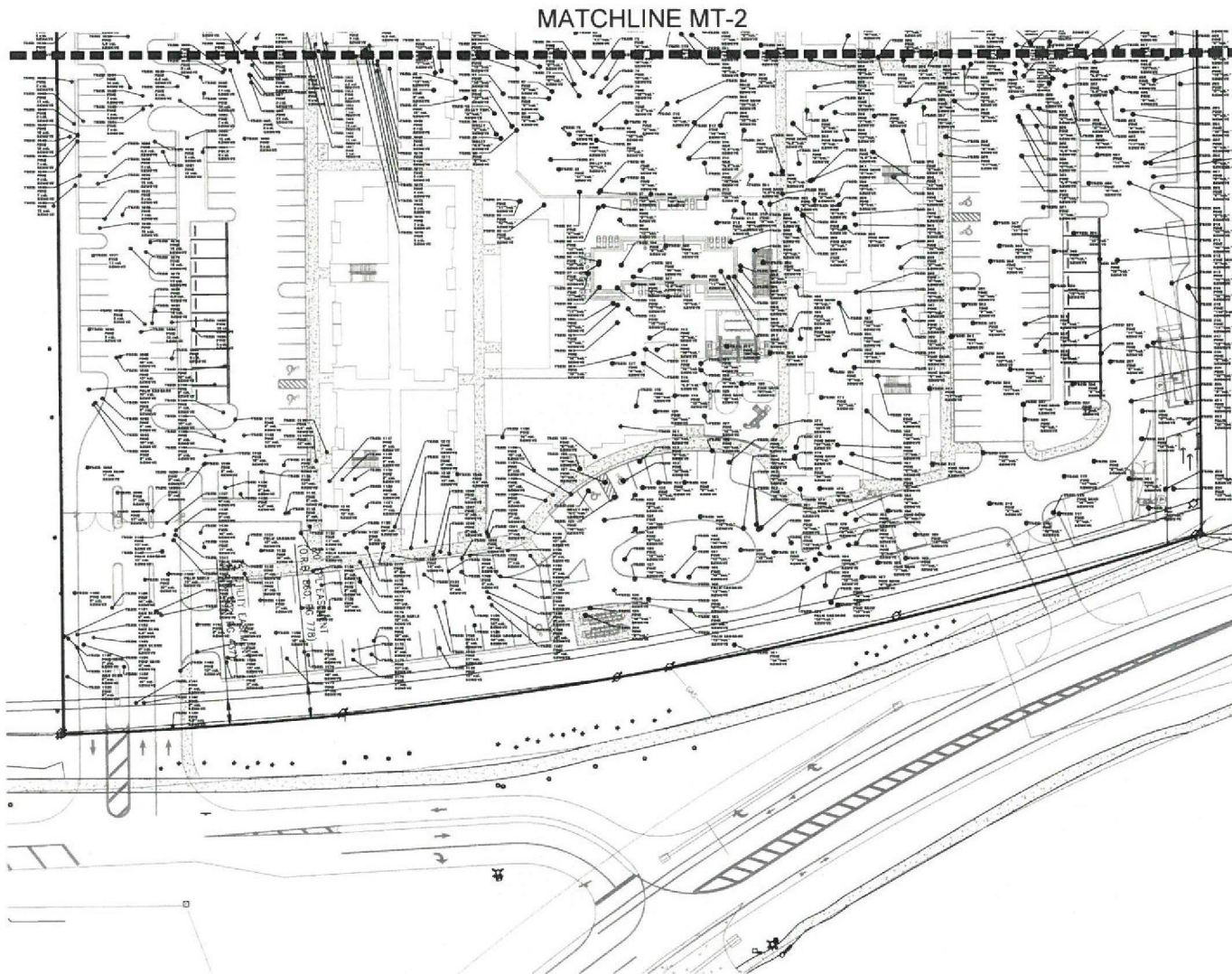
Tree Mitigation Plan

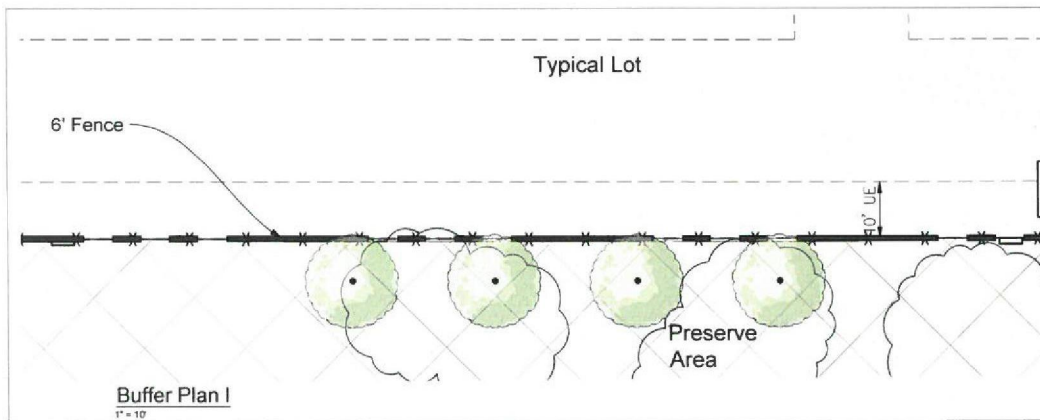
Date	By	Description
06/12/16	D.C.	Final Submittal
05/02/19	D.C.	City Commission 2nd Reading



Designer	D.C.	Sheet
Manager	D.F.	
Project Number	17-1120	
Municipal Number		
Computer File	Unsaved Drawing1.dwg	

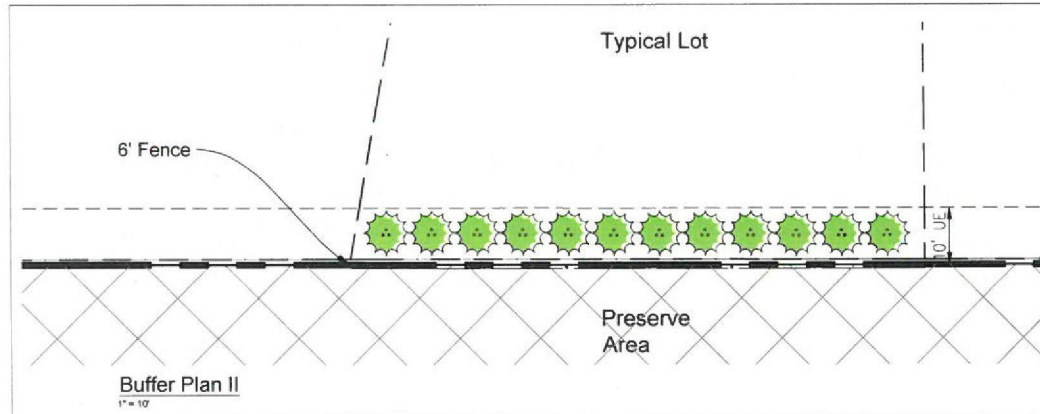
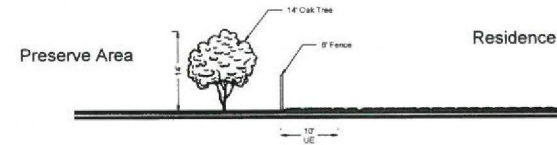
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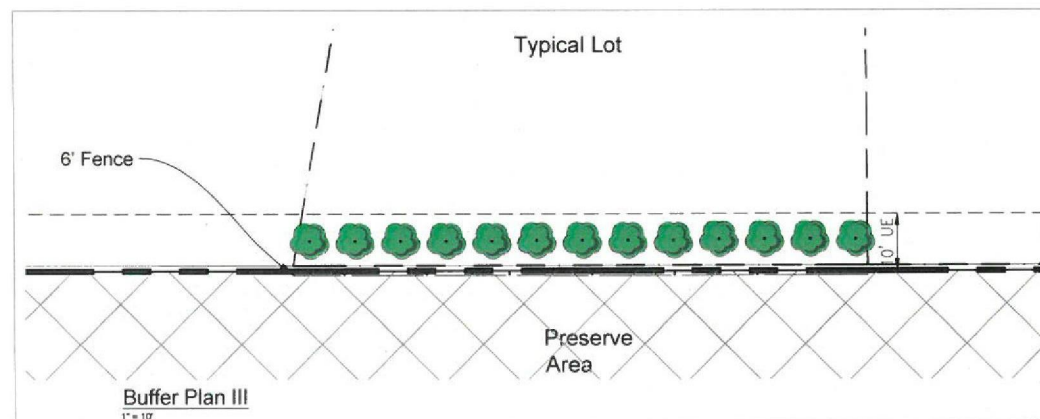
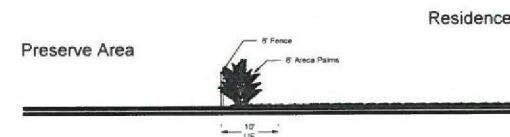
PLANT SCHEDULE BUFFER 1

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
QV	4	Quercus virginiana	Southern Live Oak	FG	14' HT	7' W	F, SP	Native	4.5" Caliper



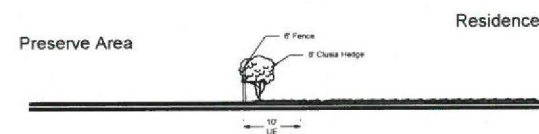
PLANT SCHEDULE BUFFER 2

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH
DL	12	Dysoxylum	Araca Palm	250	8' HT	3' W



PLANT SCHEDULE BUFFER 3

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES
CU1	13	Clusia guianensis	Small Leaf Clusia	300	8' HT	4' W	Standard



Project Team:

Property Owner:
Stuart City Redevelopment Trust
1000 N. 1st Ave.
Stuart, Florida 34901

Applicant:
Savannah Place
1000 N. 1st Ave.
Stuart, Florida 34901

Land Planner:
Lucido & Associates
101 East Ocean Blvd.
Stuart, Florida 34901
772.225.2100

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772.225.2100

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Stuart, FL 34901
772.225.2100

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772.225.2100

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1000 N. 1st Ave.
Stuart, Florida 34901
772.225.2100

Architect:
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1000 N. 1st Ave.
Stuart, Florida 34901
772.225.2100

Savannah Place Apartments

City of Stuart, Martin County, Florida

Offsite
Landscape Buffer
Plans

Date	By	Description
03.01.19	D.C.	Review
06.02.19	D.C.	City Commission 2nd Reading

North Arrow

SCALE: 1" = 10'

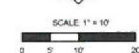
REG # 1012
Thomas P. 12/21/2018

Designer: D.C.
Manager: D.F.
Project Number: 17-1120
Municipal Number: ---
Computer File: 17-1120 Baker Road Kennedy Homes - Offsite

Sheet
1 of 2



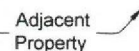
Architect
Mark Warner, AIA
Architecture / Planning
851 S Federal Highway, Suite
800, Boca Raton, Florida 33432



REG. # 1018

Designer	D.C.	Sheet	2 of 2
Manager	D.F.		
Project Number	17-1120		
Municipal Number	—		
Computer File	17-1120 Baker Road Kennedy Homes - C		

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$$1'' = 10'$$

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	5	Quercus virginiana	Southern Live Oak	FG	20' HT	10' SP/ R	SP	Native	5" Caliper
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	21	Chrysobalanus icaco Red Tip	Red Tip Coccolup	3G	24" HT	16"W	FTB	Native	
	21	Conocarpus erectus	Buttonwood	7G	4' HT	3' W	FTB, SP	Native	
	4	Myrcianthes fragrans	Simpson's Stopper	7G	4' HT	3' W	FTB, SP	Native	
	4	Myrica cerifera	Wax Myrtle	7G	38" OA		FTB, SP	Native	
SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	29	Spartina bakeri	Sand Cordgrass	3G	18" OA		F	Native	30" o.c.
	36	Troracum floridana	Florida Gamma Grass	3G	24" OA	18"W	F	Native	36" o.c.

1001 E. Robert Williams, Suite 303
 Boca Raton, Florida 33432
 O 561-786-4411
 P 561-786-5208

AR # 0011373

FLORIDA
 REGISTERED
 ARCHITECT
 1001732
 Bert Williams

ARCHITECTURE / PLANNING

1001732

SAVANNAH PLACE APARTMENTS

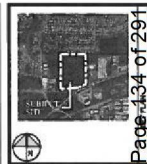
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PERMIT DATE	
ISS DATE	
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CHECKED BY	MM
DISCIPLINE	ARCHITECTURE
PLAN TYPE	
SHEET NUMBER	A1.04

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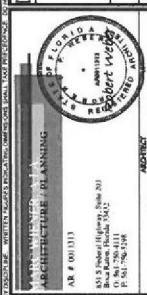
BUILDING 'II' : TYPICAL FLOOR PLAN
FIN. FLOOR ELEV. = 00.00' NGVD

SCALE 1/8"=1'-0"



Page 434 of 291

MARK	DESCRIPTION	DATE



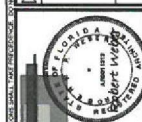
KENNEDY HOMES LLC
6400 Congress Ave., #2175
Boca Raton, Florida 33487

SAVANNAH PLACE APARTMENTS
SAVANNAH ROAD
STUART, FLORIDA

JOB NUMBER	17005
SCALE	AS NOTED
ISSUE DATE	02.03.19
PERMIT DATE	
SID DATE	
DRAWN BY	LMW
CHECKED BY	ARCHITECTURE
DISCIPLINE	ARCHITECTURE
PLAN TYPE	BUILDING PLAN
SHEET NUMBER	A2.01.11



SCALE 1/8"=1'-0"

[illegible]

ARC WIENER ARCHITECTURE / PLANNING
P.O. Box 1111
Fort Lauderdale, Florida 33302
Tel: 305/790-4111
Fax: 305/790-2298



8400 Congress Ave. #2175
Boca Raton, Florida 33487

SAVANNAH PLACE APARTMENTS

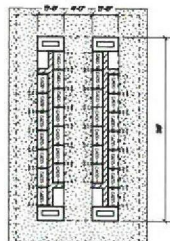
SAVANNAH ROAD
STUART, FLORIDA

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CHECKED BY	MMW
DISCIPLINE	ARCHITECTURE
PLAN TITLE	BUILDING PLAN
SHEET NUMBER	A2.01 III



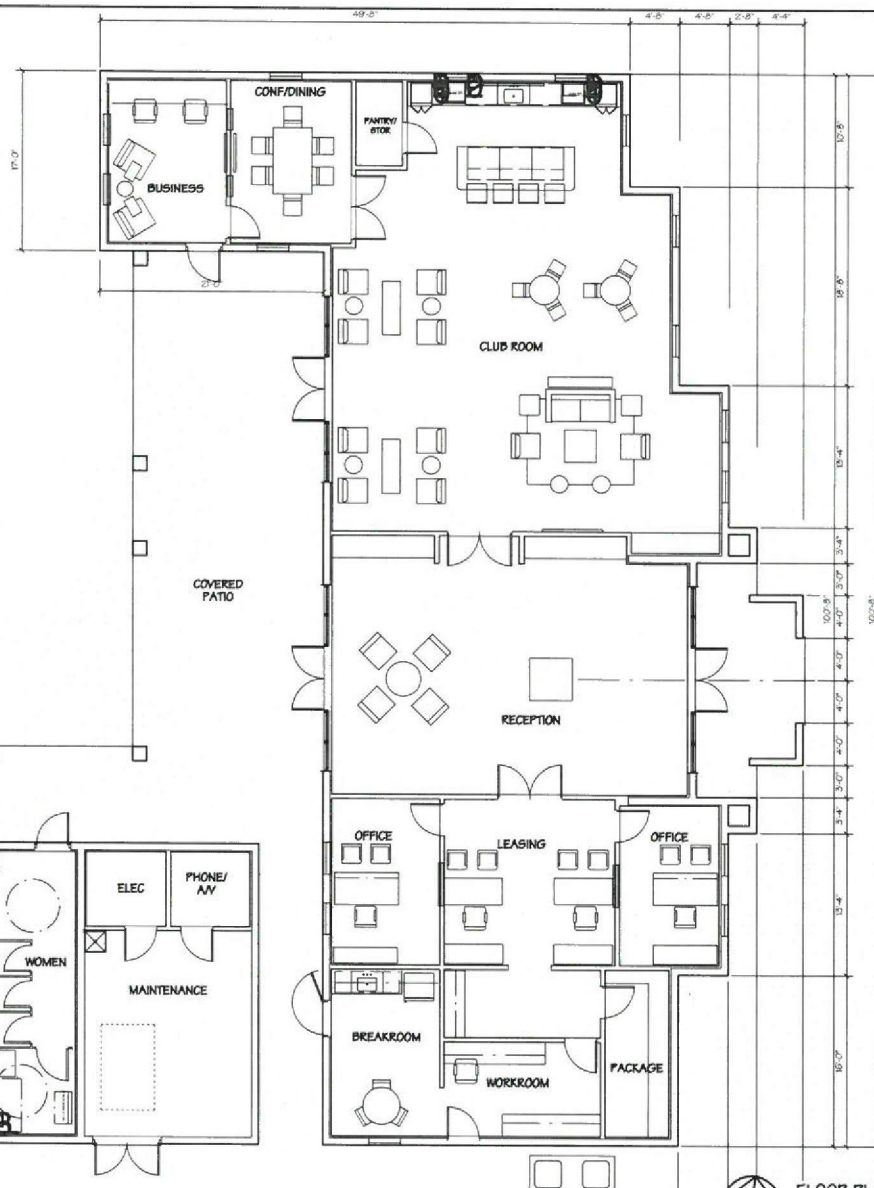
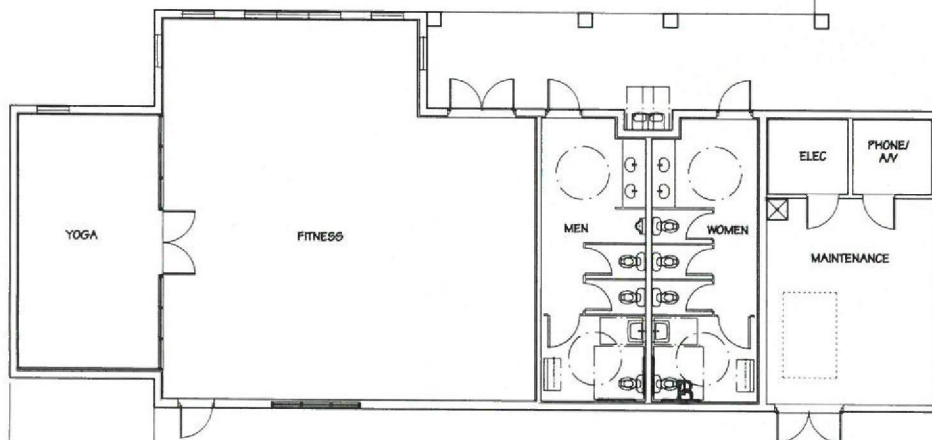
 SIDE ELEVATION

FRONT / REAR ELEVATION



FLOOR PLAN MAIL
250 BLOTS
SCALE 1/8" = 1'-0"

NW MAIL KIOSK

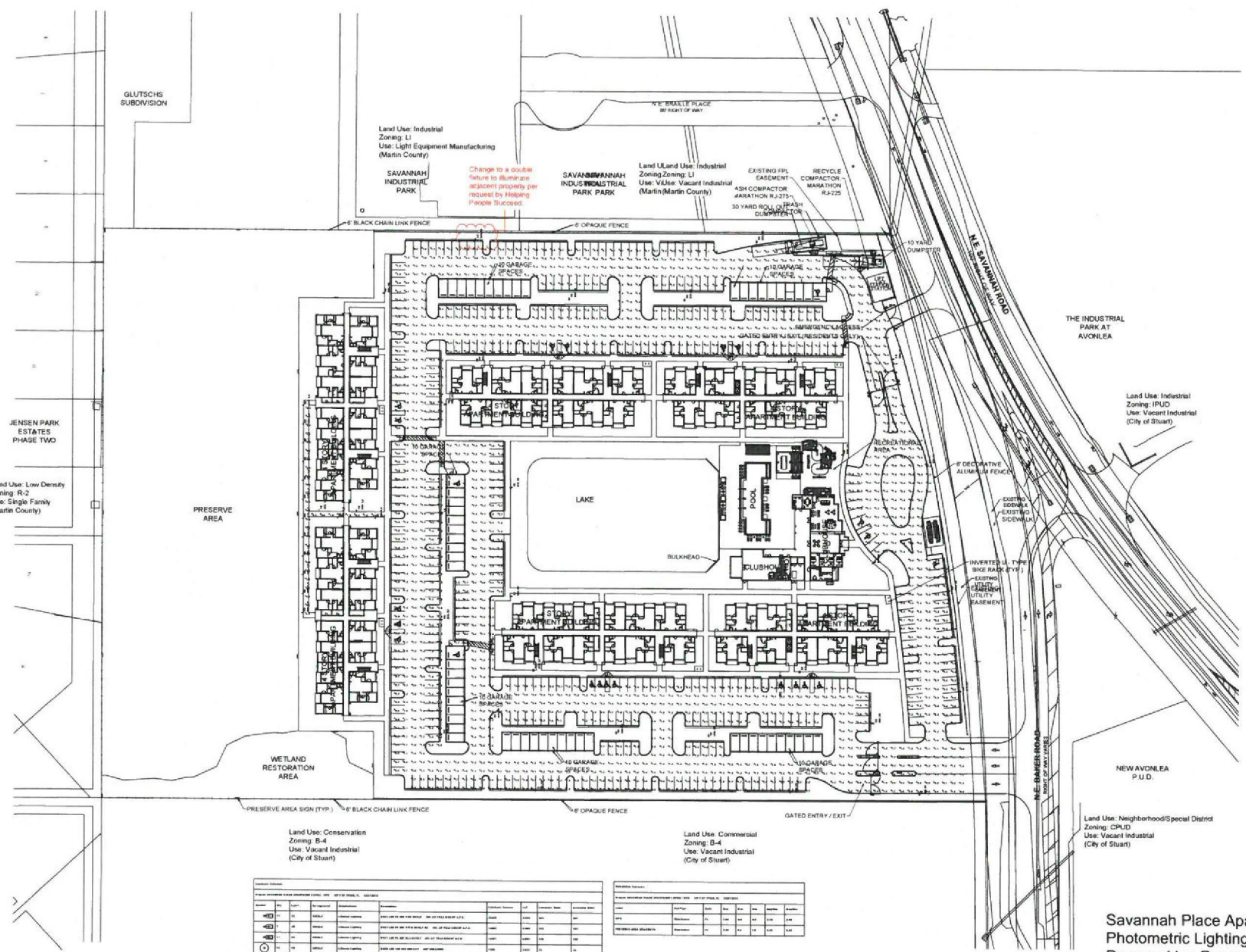


FLOOR PLAN

6,505 SF A/C AREA

 $316^\circ = 1-0^\circ$

LEASING /REC CENTER



PROPOSED BUILDING

Room	Area	Volume	Power	Lighting	Sound	Climate	Security	Other
1	100	1000	1000	1000	1000	1000	1000	1000
2	200	2000	2000	2000	2000	2000	2000	2000
3	300	3000	3000	3000	3000	3000	3000	3000
4	400	4000	4000	4000	4000	4000	4000	4000
5	500	5000	5000	5000	5000	5000	5000	5000
6	600	6000	6000	6000	6000	6000	6000	6000
7	700	7000	7000	7000	7000	7000	7000	7000
8	800	8000	8000	8000	8000	8000	8000	8000
9	900	9000	9000	9000	9000	9000	9000	9000
10	1000	10000	10000	10000	10000	10000	10000	10000

PROPOSED AREA

Room	Area	Volume	Power	Lighting	Sound	Climate	Security	Other
1	100	1000	1000	1000	1000	1000	1000	1000
2	200	2000	2000	2000	2000	2000	2000	2000
3	300	3000	3000	3000	3000	3000	3000	3000
4	400	4000	4000	4000	4000	4000	4000	4000
5	500	5000	5000	5000	5000	5000	5000	5000
6	600	6000	6000	6000	6000	6000	6000	6000
7	700	7000	7000	7000	7000	7000	7000	7000
8	800	8000	8000	8000	8000	8000	8000	8000
9	900	9000	9000	9000	9000	9000	9000	9000
10	1000	10000	10000	10000	10000	10000	10000	10000

Savannah Place Apartments
 Photometric Lighting Plan
 Prepared by: Power & Lighting Systems
 2-27-19



FRONT ELEVATION

SCALE 5/8"=1'-0"



REAR ELEVATION

SCALE 5/8"=1'-0"



LEFT SIDE ELEVATION

SCALE 5/8"=1'-0"

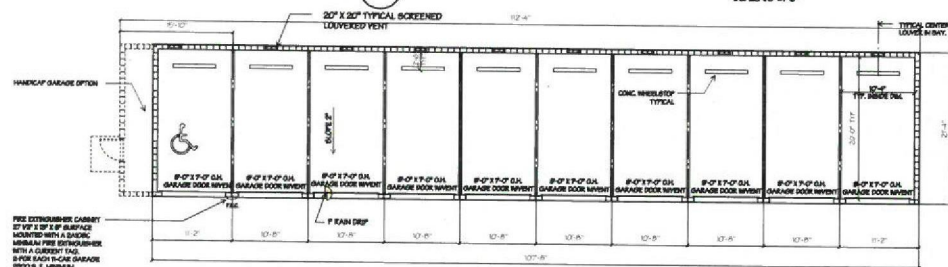
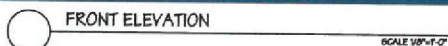


RIGHT SIDE ELEVATION

SCALE 5/8"=1'-0"

TYPICAL BUILDING TYPE I

			Page 138 of 294
NAME PROJECT DATE	DESCRIPTION ARCHITECTURE - PLANNING	DATE 02/15/15	REVISION BLOCK
SAVANNAH PLACE APARTMENTS SAVANNAH ROAD STUART, FLORIDA			21120211
KENNEDY HOMES LLC 6400 Congress Ave., #2175 Boca Raton, Florida 33487			21120211
JOB NUMBER 17065			21120211
SCALE AS NOTED			21120211
ISSUE DATE 02/15/15			21120211
PREPARE DATE 02/15/15			21120211
DESIGNED BY MW			21120211
CHECKED BY MW			21120211
DISCIPLINE ARCHITECTURE			21120211
PLAN TYPE ELEVATIONS			21120211
SHEET NUMBER AC3.011			21120211



TYPICAL 10 SPACE GARAGE BUILDING

[illegible]

06.12.2015

ARCHITECTURE PLANNING
AR # 0001313
51 S Federal Highway, Suite 203
Doral, Florida 33126
D: 561-750-4111
F: 561-750-5298



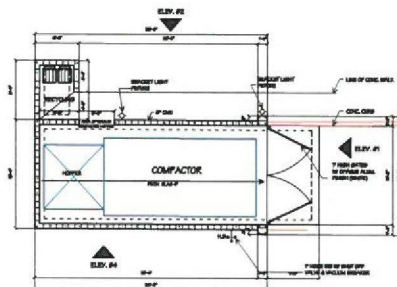
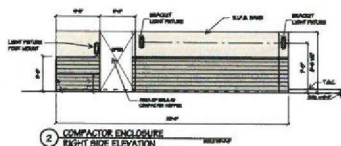
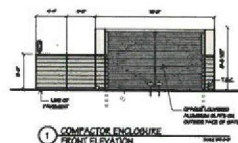
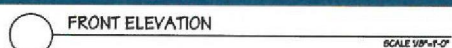
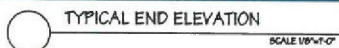
6400 Congress Ave., #2175
Boca Raton, Florida 33487

SAVANNAH PLACE APARTMENTS

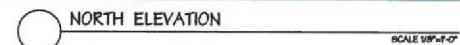
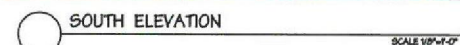
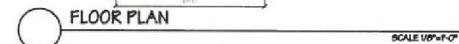
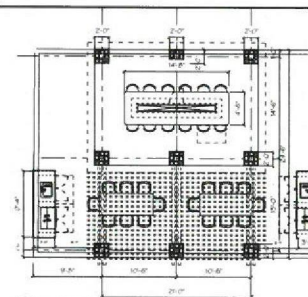
SAVANNAH ROAD
STUART, FLORIDA

CM

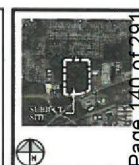
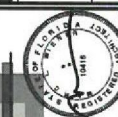
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PERMIT DATE	
END DATE	
DRAWN BY	
CHECKED BY	MM
DISCIPLINE	ARCHITECTURE
PLAN TYPE	ELEVATIONS
SHEET NUMBER	AC3.02 R



COMPACTOR



POOL PAVILION

[illegible]

ARCHITECTURE / PLANNING

AR # 0010416

351 S Federal Highway, Suite 305
Boca Raton, Florida 33432
D: 561-760-4111
F: 561-790-5798



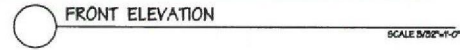
6400 Congress Ave., #2175
Boca Raton, Florida 33487

THIS SET OF PLANS SHALL BE CONSIDERED AS

SAVANNAH PLACE APARTMENTS

SAVANNAH ROAD
STUART, FLORIDA

JOB NUMBER	1705
SCALE	AS NOTED
ISSUE DATE	10.03.29
PERMIT DATE	
END DATE	
DRAWN BY	
CHECKED BY	MM
DISCIPLINE	ARCHITECTURE
PLAN TYPE	ELEVATIONS
SHEET NUMBER	AC3.02 R



SCALE 5/32"=1'-0"

[illegible]



KENNEDY HOMES-SAVANNAH PLACE APARTMENTS NATURAL SYSTEM RESTORATION AND ENHANCEMENT:

The proposed natural system mitigation for the Savannah Place Apartments project will be a multi-component restoration and enhancement project that will include onsite wetland and upland preservation and enhancement, offsite upland and wetland enhancement and payment into a wetland mitigation bank with a service area that includes this area of Martin County.

ONSITE ENHANCEMENT AND RESTORATION:

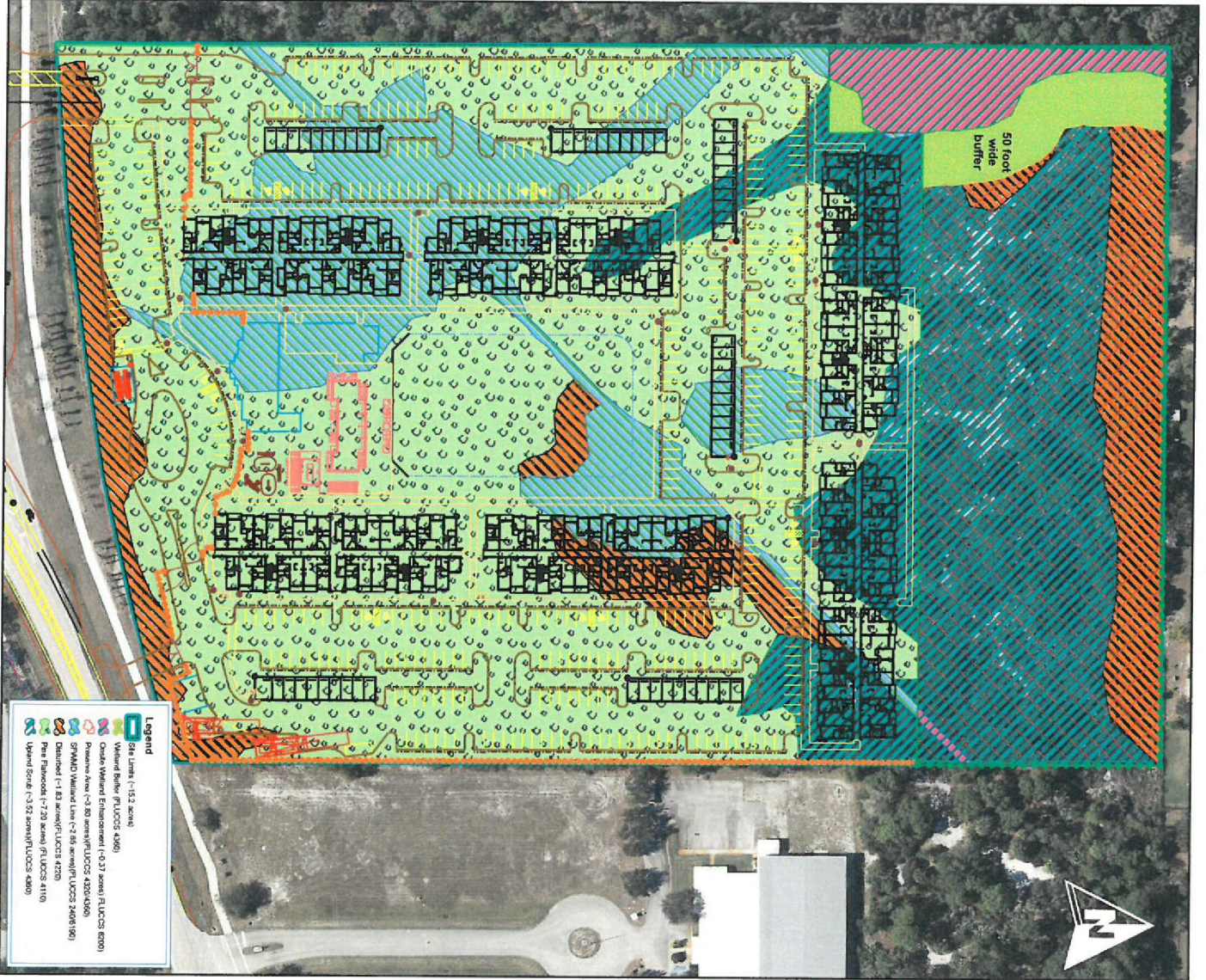
The onsite mitigation plan includes the protection of the existing natural flow of water through the project site and the preservation and enhancement of a forested wetland area in the northwest corner of the site. This wetland area is located within the upland scrub habitat preservation area so that the natural synergism between the two communities will be maintained. The overall improvement plan for the natural system includes the removal of exotic vegetation and otherwise undesirable plants along with replanting with a diverse association of native and desirable plants. To ensure the long term efficacy of the remaining natural system, vegetative maintenance will be conducted as well as maintenance of the natural hydrologic regime. An overlay drawing of the onsite natural system restoration and enhancement plan is attached to this discussion.

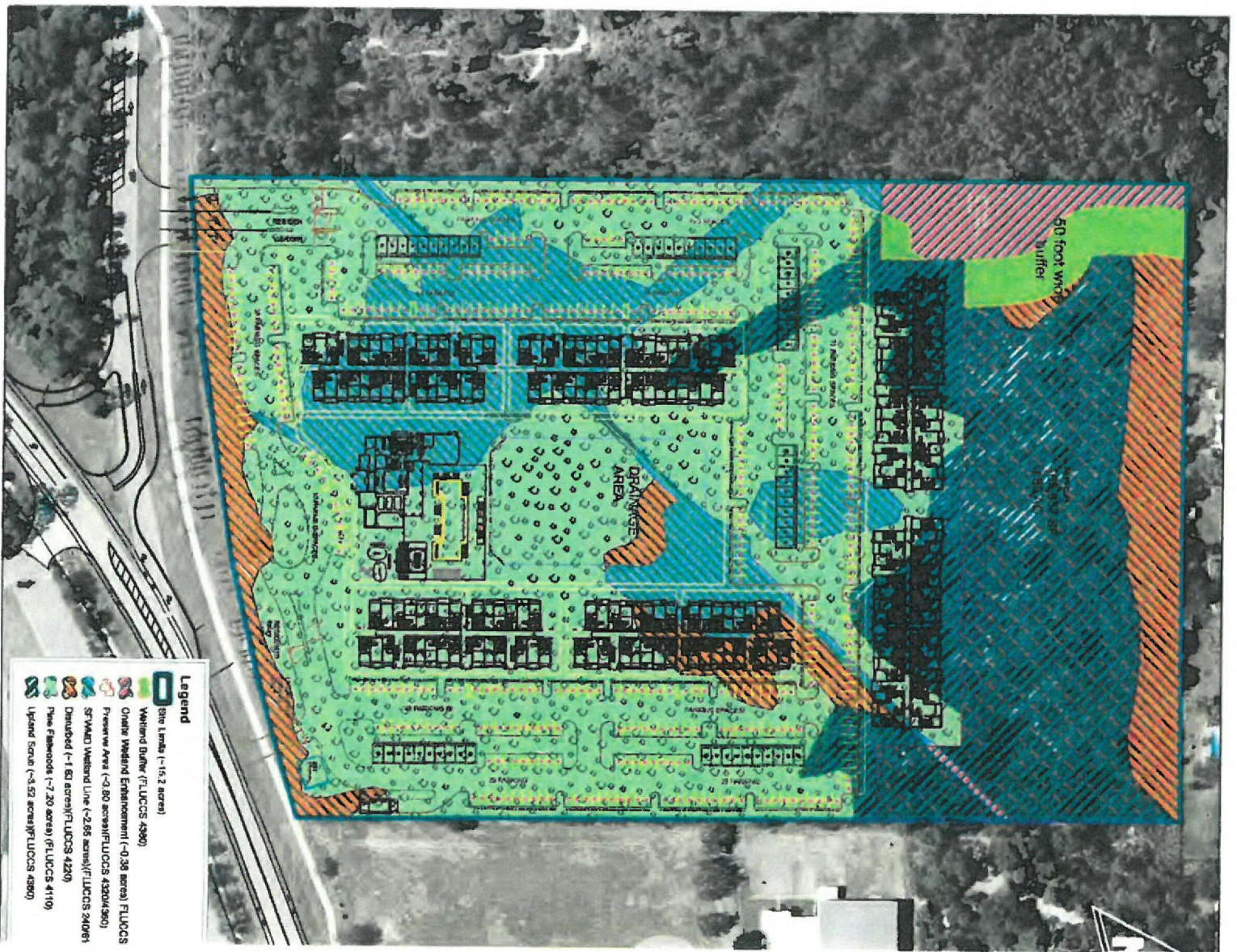
OFFSITE ENHANCEMENT AND RESTORATION (HEART OF HANEY CREEK):

The offsite mitigation plan has been developed and coordinated with the City of Stuart and more specifically, the "Heart of Haney Creek Management Plan". The final plan will continue to be developed along with review and input from the City of Stuart so that the natural system enhancement and restoration plan will facilitate needed improvements at the Heart of Haney Creek. Specific details include the removal of non-native and otherwise undesirable vegetation from the southern end of the site at the corner of US-1 and Wright Boulevard. Once the vegetation is removed, the area will be replanted with a diverse association of native wetland and upland vegetation. The plants selected for installation in this area will be developed in coordination with the City of Stuart and meet to goals of the "Heart of Haney Creek Management Plan". The natural system enhancement will also include the installation of native trees in the central area of the East Haney Creek site that has been generally denuded as a result of recent exotic tree and shrub removal efforts. An overlay drawing of the enhancement and restoration plan for the Heart of Haney Creek is attached to this discussion. Both the onsite and offsite natural system enhancement and restoration areas will be the subject of an ongoing adaptive management analysis that will be able to respond to unexpected results of the restoration project. This will allow for implementation of timely revisions to the project plan that may be needed to remedy any unwanted results in the project.

WETLAND MITIGATION BANK CREDIT PURCHASE (BLUEFIELD WMB):

In addition to the onsite and offsite enhancement and restoration projects in the City of Stuart, the project will also purchase the appropriate number of wetland mitigation credits from the Bluefield Wetland Mitigation Bank. The final number of credits will be determined during the wetland permitting process.

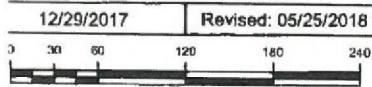






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www.GoldasichEnvironmental.com



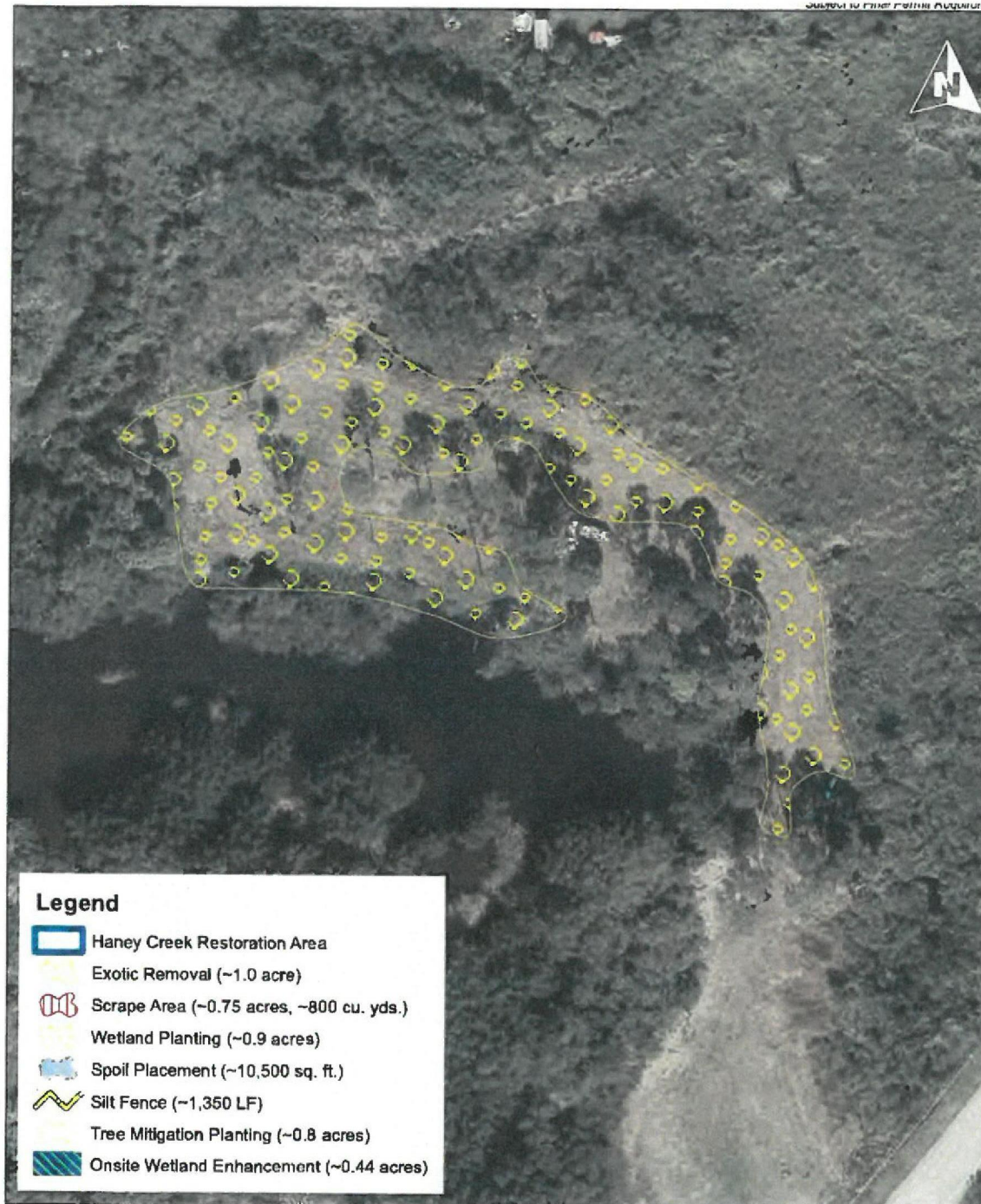
J. J. Goldasich and Associates, Incorporated

Ecological Services
Natural System Analysis

(561) 883-8555
lisa@jgoldasich.com

Kennedy Homes
City of Stuart East Hayney Creek
Natural System Restoration Areas
Stuart, Martin County, Florida

ENV
1



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www.GoldasichEnvironmental.com

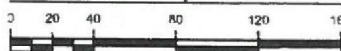
12/29/2017 Revised: 05/25/2018

J. J. Goldasich and Associates, Incorporated

Kennedy Homes

City of Stuart East Hayney Creek
Natural System Restoration Areas
Stuart, Martin County, Florida

ENV
2



Ecological Services
Natural System Analysis



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CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/13/2021

Prepared by: Ben Hogarth

Title of Item:

OPPOSING SENATE BILL 620 RELATING TO LOCAL GOVERNMENT AND SENATE BILL 280 RELATING TO LOCAL ORDINANCES (RC):

RESOLUTION No. 117-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, OPPOSING SENATE BILL 620 RELATING TO LOCAL GOVERNMENT AND SENATE BILL 280 RELATING TO LOCAL ORDINANCES; OPPOSING IDENTICAL COMPANION HOUSE BILLS 569 AND 403 RESPECTIVELY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Resolution opposing the Senate Bills and their identical House Companions (2022 Legislative Session) was prepared for consideration by the City Commission at the request of Commissioner McDonald.

Funding Source:

N/A

Recommended Action:

Motion to approve Resolution 117-2021.

ATTACHMENTS:

Description	Upload Date	Type
☐ R117-2021 Opposing SB 620 relating to local government and SB 280 relating to local ordinances	12/1/2021	Resolution add to Y drive
☐ R117-2021 SB 620	12/1/2021	Attachment
☐ R117-2021 SB 280	11/15/2021	Attachment



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 117-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, OPPOSING SENATE BILL 620 RELATING TO LOCAL GOVERNMENT AND SENATE BILL 280 RELATING TO LOCAL ORDINANCES; OPPOSING IDENTICAL COMPANION HOUSE BILLS 569 AND 403 RESPECTIVELY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Article VIII, Section 2 of the Florida Constitution enumerates the powers granted to municipalities in Florida Law including the power to conduct municipal government, perform municipal functions, render municipal services, and exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Senate Bill 620 relating to local government and Senate Bill 280 relating to local ordinances (and their respective House Companion Bills) filed for consideration in the 2022 Florida Legislative Session would upend decades of “home rule” doctrine while forcing local authorities to render opinions on matters of commerce and industry when adopting an ordinance, which would invariably cause more local actions to be challenged in civil court, indefinitely amplifying the exposure of local governments and their taxpayers to future litigation; and

WHEREAS, relatively small local governments like the City of Stuart do not have unfettered access to market or industry resources and information (whether public or proprietary) that would afford a practical means to develop a comparative market analysis for every potentially affected industry or business in the State before adopting a local ordinance, as SB 280 prescribes, which would be requisite to preempt any future filing of adverse civil actions or petitions that these bills otherwise cultivate and embellish; and

WHEREAS, these bills would further damage public trust in local government by deterring such institutions from adopting rational and reasonable laws out of an abundance of concern that these policies will have indeterminate and unintended consequences to businesses that may only be introduced or disclosed in court by an affected complainant or petitioner, thereby embroiling the local government and its officials to endless litigation and compromising them to an otherwise unnecessary and costly redress to include damages and attorney's fees of the aggrieved; and

WHEREAS, before the passage of any new law or ordinance and in the general conduct of government, a reasonable measure of consequences to persons, property, and business remains among the many long-standing considerations that public servants and elected officials must weigh and balance; and

WHEREAS, Florida Law already requires local governments provide all persons and businesses the equal opportunity to participate in open public hearings and make their grievances known prior to the adoption of any new ordinance or municipal law; and

WHEREAS, the City Commission of the City of Stuart opposes these bad bills and any legislation that would irreparably damage the ability of the City to govern or render municipal services in the manner best meeting the needs, expectations, and desires of its residents.

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

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

SECTION 2: The City of Stuart, Florida and City Commission hereby approve and adopt this resolution opposing Senate Bill 620 relating to local government and Senate Bill 280 relating to local ordinances, including their respective House Companion Bills, and instructs the City Clerk to provide executed copies to the Martin County legislative delegation for their consideration.

SECTION 3: This Resolution shall become effective upon its adoption.

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

EULA R. CLARKE, MAYOR
MERRITT MATHESON, VICE MAYOR
BECKY BRUNER, COMMISSIONER
TROY MCDONALD, COMMISSIONER
MICHAEL J. MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

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

1 A bill to be entitled
2 An act relating to local government; creating s.
3 70.91, F.S.; defining the term "business records";
4 authorizing certain businesses to claim business
5 damages from a county or municipality if the county or
6 municipality enacts or amends certain ordinances or
7 charter provisions; providing exceptions; requiring
8 businesses and counties or municipalities to follow
9 certain presuit procedures before businesses file an
10 action for business damages; authorizing businesses to
11 recover costs and fees in a specified manner and if
12 certain requirements are met; specifying that certain
13 evidence relating to mediations and negotiations is
14 inadmissible as evidence in certain proceedings;
15 requiring courts to consider certain factors and
16 follow specified guidance when assessing costs;
17 defining the term "benefits"; specifying requirements
18 for the courts in determining and awarding attorney
19 fees; requiring attorneys and businesses to submit
20 certain documentation relating to attorney fees;
21 requiring businesses claiming the right to recover
22 business damages to state the nature and extent of the
23 damages; requiring a jury to determine whether a
24 business is entitled to business damages and the
25 amount of such damages unless the business elects to
26 have the business damages determined by the court;
27 providing applicability and construction; providing an
28 effective date.
29

30 WHEREAS, the Legislature recognizes that the continued
31 economic growth and economic prosperity of this state are tied
32 to the protection of private property rights and the stability
33 of laws, ordinances, and charter provisions, and

34 WHEREAS, the Legislature recognizes that the protection of
35 private property rights and the stability of laws and local
36 rules and regulations affecting business activities encourage
37 investments by businesses in their real property, facilities,
38 operations, and workforces, and

39 WHEREAS, investments by businesses drive the economic
40 growth of a community, and

41 WHEREAS, the economic costs of local rules and regulations
42 that are primarily for the benefit of a county or municipality
43 as a whole should be borne by the county or municipality as a
44 whole, and

45 WHEREAS, the Legislature intends to require counties and
46 municipalities to compensate businesses for business damages
47 when an ordinance or a charter provision causes a business
48 significant economic harm, NOW, THEREFORE,

49
50 Be It Enacted by the Legislature of the State of Florida:

51
52 Section 1. Section 70.91, Florida Statutes, is created to
53 read:

54 70.91 Compensation for business damages caused by county or
55 municipal ordinances or charter provisions.-

56 (1) DEFINITION.-For purposes of this section, the term
57 "business records" includes, but is not limited to, copies of
58 federal income tax returns, federal income tax withholding

59 statements, federal miscellaneous income tax statements, state
60 sales tax returns, balance sheets, profit and loss statements,
61 state corporate income tax returns for the 3 years preceding the
62 enactment of or amendment to an ordinance or a charter, and
63 other records relied upon by a business to substantiate a claim
64 for business damages.

65 (2) CLAIMS FOR BUSINESS DAMAGES.—

66 (a) Except as provided in paragraph (b), a business that
67 has engaged in a lawful business in this state for at least 3
68 years may claim business damages from a county or municipality
69 if the county or municipality enacts or amends an ordinance or a
70 charter that will cause a reduction of at least 15 percent of
71 the business' revenue or profit.

72 (b) A county or municipality is not liable for business
73 damages caused by:

74 1. An ordinance or a charter provision that is required to
75 comply with state or federal law;

76 2. Emergency ordinances, declarations, or orders adopted by
77 a county or municipality under ss. 252.31-252.60, the State
78 Emergency Management Act;

79 3. A temporary emergency ordinance enacted pursuant to s.
80 125.66 or s. 166.041 which remains in effect for no more than 90
81 days; or

82 4. An ordinance or a charter provision that increases
83 economic freedom.

84 (3) PRESUIT PROCEDURES.—

85 (a) At least 180 days before a business files an action
86 under this section against a county or municipality and within
87 180 days after the effective date of the relevant ordinance or

88 charter provision, the business must present a written offer to
89 settle the business' claim for business damages to the head of
90 the county or municipality enacting or amending the ordinance.
91 The settlement offer must be made in good faith and include an
92 explanation of the nature, extent, and monetary amount of
93 damages and must be prepared by the owner, a certified public
94 accountant, or a business damage expert familiar with the nature
95 of the operations of the business. The business must also
96 provide copies of the business' records that substantiate the
97 offer to settle the business damage claim. If additional
98 information is needed beyond the data that may be obtained from
99 business records existing at the time of the offer, the business
100 and county or municipality may agree on a schedule for the
101 submission of that information.

102 (b) Within 120 days after receipt of the good faith
103 business damage offer and accompanying business records, the
104 county or municipality must, by certified mail, accept or reject
105 the business' offer or make a counteroffer. Failure of the
106 county or municipality to respond to or reject the business
107 damage offer must be deemed to be a counteroffer of zero dollars
108 for purposes of calculating attorney fees under subsection (5)
109 solely based upon the benefits achieved for the business.

110 (c) If the business and the county or municipality reach a
111 settlement before a lawsuit is filed, the business that settles
112 the claim for business damages in lieu of litigation is entitled
113 to recover costs in the same manner as provided in subsection
114 (4) and attorney fees in the same manner as provided in
115 subsection (5), more specifically as follows:

116 1. If the business recovers business damages based upon the

117 county or municipality accepting the business' initial offer or
118 the business accepting the county's or municipality's initial
119 counteroffer, attorney fees must be calculated in accordance
120 with paragraphs (5)(c), (d), (e), and (f) for the attorney's
121 time required to present the business' good faith offer.
122 Otherwise, attorney fees for the award of business damages must
123 be calculated as provided in paragraphs (5)(a) and (b), based
124 upon the difference between the final judgment or settlement of
125 business damages and the county's or municipality's counteroffer
126 to the business owner's offer.

127 2. Presuit costs must be presented, calculated, and awarded
128 in the same manner as provided in subsection (4), after the
129 business owner submits to the county or municipality all
130 business damage reports or other work products for which
131 recovery is sought and upon the county or municipality paying
132 any amounts due for business damages or upon final judgment.

133 3. If the parties cannot agree on the amount of costs and
134 attorney fees to be paid by the county or municipality, the
135 business owner may file a complaint in the circuit court in the
136 county in which the business is located to recover attorney fees
137 and costs. If a business files a complaint for business damages,
138 it must be filed within 1 year after the effective date of the
139 relevant ordinance, ordinance amendment, or charter provision.

140 (d) Evidence of negotiations or of any written or oral
141 statements used in mediation or negotiations between the parties
142 under this section is inadmissible in any proceeding for
143 business damages, except in a proceeding to determine reasonable
144 costs and attorney fees.

145 (4) COSTS.—

146 (a) If a business recovers business damages, the county or
147 municipality must pay the business' reasonable costs, including
148 a reasonable accountant's fee. Prejudgment interest may not be
149 paid on costs or attorney fees.

150 (b) At least 30 days before a hearing to assess costs under
151 this subsection, the attorney for the business shall submit to
152 the county or municipality for each expert witness the expert
153 witness' complete time records and a detailed statement of
154 services rendered by date, nature of services performed, time
155 spent performing the services, and costs incurred and a copy of
156 any fee agreement that may exist between the expert witness and
157 the business or the business' attorney.

158 (c) In assessing costs, the court shall consider all
159 factors relevant to the reasonableness of the costs, including,
160 but not limited to, the fees paid to similar experts retained in
161 the case by the county or municipality or other parties and the
162 reasonable costs of similar services by similarly qualified
163 persons.

164 (d) In assessing costs to be paid by the county or
165 municipality, the court shall be guided by the amount the
166 business would ordinarily have been expected to pay for the
167 services rendered if the county or municipality was not
168 responsible for the costs.

169 (e) The court shall make specific findings that justify
170 each sum awarded as an expert witness fee.

171 (5) ATTORNEY FEES.—

172 (a) As used in this subsection, the term "benefits" means
173 the difference, exclusive of interest, between the final
174 judgment or settlement and the last written offer made by the

175 county or municipality before the business hires an attorney. If
176 the county or municipality does not make a written settlement
177 offer before the business hires an attorney, benefits must be
178 measured from the first written offer after the attorney is
179 hired.

180 (b)1. In determining attorney fees, if business records
181 kept by the owner in the ordinary course of business were
182 provided to the county or municipality to substantiate the
183 business damage offer made by the business, benefits for amounts
184 awarded for business damages must be based upon the difference
185 between the final judgment or settlement and the written
186 counteroffer made by the county or municipality.

187 2. In determining attorney fees, if existing business
188 records kept by the owner in the ordinary course of business
189 were not provided to the county or municipality to substantiate
190 the business damage offer made by the business and those records
191 that were not provided are later deemed material to the
192 determination of business damages, benefits for amounts awarded
193 for business damages must be based upon the difference between
194 the final judgment or settlement and the first written
195 counteroffer made by the county or municipality within 90 days
196 after the receipt of the business records previously not
197 provided to the county or municipality.

198 3. The court may also consider nonmonetary benefits
199 obtained for the business through the efforts of the attorney,
200 to the extent such nonmonetary benefits are specifically
201 identified by the court and can, within a reasonable degree of
202 certainty, be quantified.

203 4. Attorney fees based upon benefits achieved shall be

204 awarded in accordance with the following schedule:

205 a. Thirty-three percent of any benefit up to \$250,000; plus

206 b. Twenty-five percent of any portion of the benefit
207 between \$250,000 and \$1 million; plus

208 c. Twenty percent of any portion of the benefit exceeding
209 \$1 million.

210 (c) In assessing attorney fees in a claim for business
211 damages, when not otherwise provided for, the court shall
212 consider:

213 1. The novelty, difficulty, and importance of the questions
214 involved.

215 2. The skill employed by the attorney in conducting the
216 case.

217 3. The amount of money involved.

218 4. The responsibility incurred and fulfilled by the
219 attorney.

220 5. The attorney's time and labor reasonably required to
221 adequately represent the client in relation to the benefits
222 resulting to the client.

223 6. The fee, or rate of fee, customarily charged for legal
224 services of a comparable or similar nature.

225 (d) In determining the amount of attorney fees to be paid
226 by the county or municipality under paragraph (c), the court
227 shall be guided by the fees the business would ordinarily be
228 expected to pay for these services if the county or municipality
229 was not responsible for the payment of those fees.

230 (e) At least 30 days before a hearing to assess attorney
231 fees under paragraph (c), the attorney for the business shall
232 submit to the county or municipality and to the court complete

233 time records and a detailed statement of services rendered by
234 date, nature of services performed, time spent performing the
235 services, and costs incurred.

236 (f) The business shall provide to the court a copy of any
237 fee agreement that may exist between the business and its
238 attorney, and the court must reduce the amount of attorney fees
239 to be paid by the business by the amount of any attorney fees
240 awarded by the court.

241 (6) TRIAL.—A business claiming the right to recover
242 business damages must state in its complaint the nature and
243 extent of those damages. At trial, a jury shall determine
244 whether a business is entitled to business damages and the
245 amount of damages, if any. However, the business may elect to
246 have business damages determined by the court.

247 (7) APPLICATION; CONSTRUCTION.—This section does not apply
248 to a business that may claim business damages under chapter 73
249 and may not be construed to authorize double recoveries.

250 Section 2. This act applies to county and municipal
251 ordinances or charter provisions enacted or amended on or after
252 July 1, 2022.

253 Section 3. This act shall take effect July 1, 2022.

1 A bill to be entitled
2 An act relating to local ordinances; amending s.
3 57.112, F.S.; authorizing courts to assess and award
4 attorney fees and costs and damages in certain civil
5 actions filed against local governments; providing
6 construction; amending s. 125.66, F.S.; requiring a
7 board of county commissioners to prepare a business
8 impact statement before the adoption of a proposed
9 ordinance; specifying requirements for the posting and
10 content of the statement; providing applicability;
11 creating s. 125.675, F.S.; requiring a county to
12 suspend enforcement of an ordinance that is the
13 subject of a certain legal action if certain
14 conditions are met; requiring courts to give priority
15 to certain cases; specifying factors a court must
16 consider in determining whether an ordinance is
17 arbitrary or unreasonable; providing applicability;
18 authorizing courts to award attorney fees and costs
19 under certain circumstances; amending s. 166.041,
20 F.S.; requiring a governing body of a municipality to
21 prepare a business impact statement before the
22 adoption of a proposed ordinance; specifying
23 requirements for the posting and content of the
24 statement; providing applicability; creating s.
25 166.0411, F.S.; requiring a municipality to suspend
26 enforcement of an ordinance that is the subject of a
27 certain legal action if certain conditions are met;
28 requiring courts to give priority to certain cases;
29 specifying factors a court must consider in

30 determining whether an ordinance is arbitrary or
31 unreasonable; providing applicability; authorizing
32 courts to award attorney fees and costs under certain
33 circumstances; amending ss. 163.2517, 163.3181,
34 163.3215, 376.80, 497.270, 562.45, and 847.0134, F.S.;
35 conforming cross-references; providing a declaration
36 of important state interest; providing an effective
37 date.

38
39 Be It Enacted by the Legislature of the State of Florida:

40
41 Section 1. Section 57.112, Florida Statutes, is amended to
42 read:

43 57.112 Attorney fees and costs and damages; preempted local
44 actions.—

45 (1) As used in this section, the term "attorney fees and
46 costs" means the reasonable and necessary attorney fees and
47 costs incurred for all preparations, motions, hearings, trials,
48 and appeals in a proceeding.

49 (2) If a civil action is filed against a local government
50 to challenge the adoption or enforcement of a local ordinance on
51 the grounds that it is expressly preempted by the State
52 Constitution or by state law, the court shall assess and award
53 reasonable attorney fees and costs and damages to the prevailing
54 party.

55 (3) If a civil action is filed against a local government
56 to challenge the adoption or enforcement of a local ordinance on
57 the grounds that the ordinance is arbitrary or unreasonable, or
58 is prohibited by law other than via express preemption, the

59 court may assess and award reasonable attorney fees and costs
60 and damages to the complainant if successful.

61 (4) Attorney fees and costs may not be awarded pursuant to
62 this section if:

63 (a) The governing body of a local governmental entity
64 receives written notice that an ordinance that has been publicly
65 noticed or adopted is ~~expressly~~ preempted by the State
66 Constitution or state law, is arbitrary or unreasonable, or is
67 otherwise prohibited by law; and

68 (b) The governing body of the local governmental entity
69 withdraws the proposed ordinance within 30 days; or, in the case
70 of an adopted ordinance, the governing body of a local
71 government notices an intent to repeal the ordinance within 30
72 days of receipt of the notice and repeals the ordinance within
73 30 days thereafter.

74 (5)-(4) The provisions in this section are supplemental to
75 all other sanctions or remedies available under law or court
76 rule.

77 (6)-(5) This section does not apply to local ordinances
78 adopted pursuant to part II of chapter 163, s. 553.73, or s.
79 633.202.

80 (7)-(6) Subsections (1), (2), (4), (5), and (6) are ~~This~~
81 ~~section is~~ intended to be prospective in nature and ~~shall~~ apply
82 only to cases commenced on or after July 1, 2019. Subsection (3)
83 is intended to be prospective in nature and applies only to
84 cases commenced on or after October 1, 2022.

85 Section 2. Present subsections (3) through (6) of section
86 125.66, Florida Statutes, are redesignated as subsections (4)
87 through (7), respectively, a new subsection (3) is added to that

88 section, and paragraph (a) of subsection (2) of that section is
89 amended, to read:

90 125.66 Ordinances; enactment procedure; emergency
91 ordinances; rezoning or change of land use ordinances or
92 resolutions.—

93 (2) (a) The regular enactment procedure shall be as follows:
94 The board of county commissioners at any regular or special
95 meeting may enact or amend any ordinance, except as provided in
96 subsection (5) ~~(4)~~, if notice of intent to consider such
97 ordinance is given at least 10 days before such meeting by
98 publication as provided in chapter 50. A copy of such notice
99 shall be kept available for public inspection during the regular
100 business hours of the office of the clerk of the board of county
101 commissioners. The notice of proposed enactment shall state the
102 date, time, and place of the meeting; the title or titles of
103 proposed ordinances; and the place or places within the county
104 where such proposed ordinances may be inspected by the public.
105 The notice shall also advise that interested parties may appear
106 at the meeting and be heard with respect to the proposed
107 ordinance.

108 (3) (a) Before the adoption of each proposed ordinance, the
109 board of county commissioners shall prepare a business impact
110 statement in accordance with this subsection. The business
111 impact statement must be posted on the county's website on the
112 same day the notice of proposed enactment is published pursuant
113 to paragraph (2) (a) and must include:

114 1. A statement of the public purpose to be served by the
115 proposed ordinance, such as serving the public health, safety,
116 or welfare of the county;

117 2. A statement of the reasonable connection between the
118 public purpose and the expected effects of the ordinance;

119 3. The estimated economic effect of the proposed ordinance
120 on businesses both within and outside the county, including both
121 adverse and beneficial effects and both direct and indirect
122 effects;

123 4. A good faith estimate of the number of businesses likely
124 to be affected by the ordinance;

125 5. An analysis of the extent to which the proposed
126 ordinance is likely to deter or encourage the formation of new
127 businesses within the county's jurisdiction;

128 6. An analysis of the extent to which the proposed
129 ordinance will impede the ability of businesses within the
130 county to compete with other businesses in other areas of this
131 state or other domestic markets;

132 7. If applicable, the scientific basis for the proposed
133 ordinance;

134 8. Alternatives considered by the county which would reduce
135 the impact of the proposed ordinance on businesses; and

136 9. Any additional information the board determines may be
137 useful.

138 (b) This subsection does not apply to an emergency
139 ordinance enacted pursuant to this section.

140 Section 3. Section 125.675, Florida Statutes, is created to
141 read:

142 125.675 Legal challenges to certain recently enacted
143 ordinances.—

144 (1) A county must suspend enforcement of an ordinance that
145 is the subject of an action, including appeals, challenging the

ordinance's validity on the grounds that it is preempted by the State Constitution or by state law, is arbitrary or unreasonable, or is otherwise prohibited by law, if:

(a) The action was filed with the court no later than 20 days after the effective date of the ordinance;

(b) The plaintiff or petitioner requests suspension in the initial complaint or petition, citing this section; and

(c) The county has been served with a copy of the complaint or petition.

(2) The court shall give cases in which the enforcement of an ordinance is suspended under this section priority over other pending cases and shall render a preliminary or final decision on the validity of the ordinance as expeditiously as possible.

(3) In determining whether an ordinance is arbitrary or unreasonable, the court shall consider, but is not limited to, the following factors:

(a) The extent to which the ordinance protects the health, welfare, safety, and quality of life of the residents of the county;

(b) The impact of the ordinance on the personal rights and privileges of the residents of the county;

(c) The total economic impact of the ordinance; and

(d) The business impact statement prepared by the county as required by s. 125.66(3).

(4) This section does not apply to an emergency ordinance or an ordinance governed by part II of chapter 163, s. 553.73, or s. 633.202.

(5) The court may award attorney fees and costs as provided in s. 57.112.

175 Section 4. Present subsections (4) through (8) of section
176 166.041, Florida Statutes, are redesignated as subsections (5)
177 through (9), respectively, and a new subsection (4) is added to
178 that section, to read:

179 166.041 Procedures for adoption of ordinances and
180 resolutions.—

181 (4) (a) Before the adoption of each proposed ordinance, the
182 governing body of a municipality shall prepare a business impact
183 statement in accordance with this subsection. The business
184 impact statement must be posted on the municipality's website on
185 the same day the notice of proposed enactment is published
186 pursuant to paragraph (3) (a) and must include:

187 1. A statement of the public purpose to be served by the
188 proposed ordinance, such as serving the public health, safety,
189 or welfare of the municipality;

190 2. A statement of the reasonable connection between the
191 public purpose and the expected effects of the ordinance;

192 3. The estimated economic effect of the proposed ordinance
193 on businesses both within and outside the municipality,
194 including both adverse and beneficial effects and both direct
195 and indirect effects;

196 4. A good faith estimate of the number of businesses likely
197 to be affected by the ordinance;

198 5. An analysis of the extent to which the proposed
199 ordinance is likely to deter or encourage the formation of new
200 businesses within the municipality's jurisdiction;

201 6. An analysis of the extent to which the proposed
202 ordinance will impede the ability of businesses within the
203 municipality to compete with other businesses in other areas of

204 this state or other domestic markets;

205 7. If applicable, the scientific basis for the proposed
206 ordinance;

207 8. Alternatives considered by the municipality which would
208 reduce the impact of the proposed ordinance on businesses; and

209 9. Any additional information the governing body determines
210 may be useful.

211 (b) This subsection does not apply to an emergency
212 ordinance enacted pursuant to this section.

213 Section 5. Section 166.0411, Florida Statutes, is created
214 to read:

215 166.0411 Legal challenges to certain recently enacted
216 ordinances.—

217 (1) A municipality must suspend enforcement of an ordinance
218 that is the subject of an action, including appeals, challenging
219 the ordinance's validity on the grounds that it is preempted by
220 the State Constitution or by state law, is arbitrary or
221 unreasonable, or is otherwise prohibited by law, if:

222 (a) The action was filed with the court no later than 20
223 days after the effective date of the ordinance;

224 (b) The plaintiff or petitioner requests suspension in the
225 initial complaint or petition, citing this section; and

226 (c) The municipality has been served with a copy of the
227 complaint or petition.

228 (2) The court shall give cases in which the enforcement of
229 an ordinance is suspended under this section priority over other
230 pending cases and shall render a preliminary or final decision
231 on the validity of the ordinance as expeditiously as possible.

232 (3) In determining whether an ordinance is arbitrary or

unreasonable, the court shall consider, but is not limited to,
the following factors:

(a) The extent to which the ordinance protects the health,
welfare, safety, and quality of life of the residents of the
municipality;

(b) The impact of the ordinance on the personal rights and
privileges of the residents of the municipality;

(c) The total economic impact of the ordinance; and

(d) The business impact statement prepared by the
municipality as required by s. 166.041(4).

(4) This section does not apply to an emergency ordinance
or an ordinance governed by part II of chapter 163, s. 553.73,
or s. 633.202.

(5) The court may award attorney fees and costs as provided
in s. 57.112.

Section 6. Subsection (5) of section 163.2517, Florida
Statutes, is amended to read:

163.2517 Designation of urban infill and redevelopment
area.—

(5) After the preparation of an urban infill and
redevelopment plan or designation of an existing plan, the local
government shall adopt the plan by ordinance. Notice for the
public hearing on the ordinance must be in the form established
in s. 166.041(3)(c)2. for municipalities, and s. 125.66(5)(b)2.
~~s. 125.66(4)(b)2.~~ for counties.

Section 7. Paragraph (a) of subsection (3) of section
163.3181, Florida Statutes, is amended to read:

163.3181 Public participation in the comprehensive planning
process; intent; alternative dispute resolution.—

(3) A local government considering undertaking a publicly financed capital improvement project may elect to use the procedures set forth in this subsection for the purpose of allowing public participation in the decision and resolution of disputes. For purposes of this subsection, a publicly financed capital improvement project is a physical structure or structures, the funding for construction, operation, and maintenance of which is financed entirely from public funds.

(a) Prior to the date of a public hearing on the decision on whether to proceed with the proposed project, the local government shall publish public notice of its intent to decide the issue according to the notice procedures described by s. 125.66(5)(b)2. ~~s. 125.66(4)(b)2.~~ for a county or s. 166.041(3)(c)2.b. for a municipality.

Section 8. Paragraph (a) of subsection (4) of section 163.3215, Florida Statutes, is amended to read:

163.3215 Standing to enforce local comprehensive plans through development orders.—

(4) If a local government elects to adopt or has adopted an ordinance establishing, at a minimum, the requirements listed in this subsection, the sole method by which an aggrieved and adversely affected party may challenge any decision of local government granting or denying an application for a development order, as defined in s. 163.3164, which materially alters the use or density or intensity of use on a particular piece of property, on the basis that it is not consistent with the comprehensive plan adopted under this part, is by an appeal filed by a petition for writ of certiorari filed in circuit court no later than 30 days following rendition of a development

order or other written decision of the local government, or when all local administrative appeals, if any, are exhausted, whichever occurs later. An action for injunctive or other relief may be joined with the petition for certiorari. Principles of judicial or administrative res judicata and collateral estoppel apply to these proceedings. Minimum components of the local process are as follows:

(a) The local process must make provision for notice of an application for a development order that materially alters the use or density or intensity of use on a particular piece of property, including notice by publication or mailed notice consistent with the provisions of ss. 125.66(5)(b)2. and 3. and 166.041(3)(c)2.b. and c. ~~ss. 125.66(4)(b)2. and 3. and 166.041(3)(c)2.b. and c.~~, and must require prominent posting at the job site. The notice must be given within 10 days after the filing of an application for a development order; however, notice under this subsection is not required for an application for a building permit or any other official action of local government which does not materially alter the use or density or intensity of use on a particular piece of property. The notice must clearly delineate that an aggrieved or adversely affected person has the right to request a quasi-judicial hearing before the local government for which the application is made, must explain the conditions precedent to the appeal of any development order ultimately rendered upon the application, and must specify the location where written procedures can be obtained that describe the process, including how to initiate the quasi-judicial process, the timeframes for initiating the process, and the location of the hearing. The process may

include an opportunity for an alternative dispute resolution.

Section 9. Paragraph (c) of subsection (1) of section 376.80, Florida Statutes, is amended to read:

376.80 Brownfield program administration process.—

(1) The following general procedures apply to brownfield designations:

(c) Except as otherwise provided, the following provisions apply to all proposed brownfield area designations:

1. Notification to department following adoption.—A local government with jurisdiction over the brownfield area must notify the department, and, if applicable, the local pollution control program under s. 403.182, of its decision to designate a brownfield area for rehabilitation for the purposes of ss. 376.77–376.86. The notification must include a resolution adopted by the local government body. The local government shall notify the department, and, if applicable, the local pollution control program under s. 403.182, of the designation within 30 days after adoption of the resolution.

2. Resolution adoption.—The brownfield area designation must be carried out by a resolution adopted by the jurisdictional local government, which includes a map adequate to clearly delineate exactly which parcels are to be included in the brownfield area or alternatively a less-detailed map accompanied by a detailed legal description of the brownfield area. For municipalities, the governing body shall adopt the resolution in accordance with the procedures outlined in s. 166.041, except that the procedures for the public hearings on the proposed resolution must be in the form established in s. 166.041(3)(c)2. For counties, the governing body shall adopt the

349 resolution in accordance with the procedures outlined in s.
350 125.66, except that the procedures for the public hearings on
351 the proposed resolution shall be in the form established in s.
352 125.66(5)(b) ~~s. 125.66(4)(b)~~.

353 3. Right to be removed from proposed brownfield area.—If a
354 property owner within the area proposed for designation by the
355 local government requests in writing to have his or her property
356 removed from the proposed designation, the local government
357 shall grant the request.

358 4. Notice and public hearing requirements for designation
359 of a proposed brownfield area outside a redevelopment area or by
360 a nongovernmental entity. Compliance with the following
361 provisions is required before designation of a proposed
362 brownfield area under paragraph (2)(a) or paragraph (2)(c):

363 a. At least one of the required public hearings shall be
364 conducted as closely as is reasonably practicable to the area to
365 be designated to provide an opportunity for public input on the
366 size of the area, the objectives for rehabilitation, job
367 opportunities and economic developments anticipated,
368 neighborhood residents' considerations, and other relevant local
369 concerns.

370 b. Notice of a public hearing must be made in a newspaper
371 of general circulation in the area, must be made in ethnic
372 newspapers or local community bulletins, must be posted in the
373 affected area, and must be announced at a scheduled meeting of
374 the local governing body before the actual public hearing.

375 Section 10. Paragraph (a) of subsection (3) of section
376 497.270, Florida Statutes, is amended to read:

377 497.270 Minimum acreage; sale or disposition of cemetery

lands.—

(3) (a) If the property to be sold, conveyed, or disposed of under subsection (2) has been or is being used for the permanent interment of human remains, the applicant for approval of such sale, conveyance, or disposition shall cause to be published, at least once a week for 4 consecutive weeks, a notice meeting the standards of publication set forth in s. 125.66(5) (b) 2. ~~s. 125.66(4) (b) 2.~~ The notice shall describe the property in question and the proposed noncemetery use and shall advise substantially affected persons that they may file a written request for a hearing pursuant to chapter 120, within 14 days after the date of last publication of the notice, with the department if they object to granting the applicant's request to sell, convey, or dispose of the subject property for noncemetery uses.

Section 11. Paragraph (a) of subsection (2) of section 562.45, Florida Statutes, is amended to read:

562.45 Penalties for violating Beverage Law; local ordinances; prohibiting regulation of certain activities or business transactions; requiring nondiscriminatory treatment; providing exceptions.—

(2) (a) Nothing contained in the Beverage Law shall be construed to affect or impair the power or right of any county or incorporated municipality of the state to enact ordinances regulating the hours of business and location of place of business, and prescribing sanitary regulations therefor, of any licensee under the Beverage Law within the county or corporate limits of such municipality. However, except for premises licensed on or before July 1, 1999, and except for locations

that are licensed as restaurants, which derive at least 51 percent of their gross revenues from the sale of food and nonalcoholic beverages, pursuant to chapter 509, a location for on-premises consumption of alcoholic beverages may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the county or municipality approves the location as promoting the public health, safety, and general welfare of the community under proceedings as provided in s. 125.66(5) ~~s. 125.66(4)~~, for counties, and s. 166.041(3)(c), for municipalities. This restriction shall not, however, be construed to prohibit the issuance of temporary permits to certain nonprofit organizations as provided for in s. 561.422. The division may not issue a change in the series of a license or approve a change of a licensee's location unless the licensee provides documentation of proper zoning from the appropriate county or municipal zoning authorities.

Section 12. Subsection (1) of section 847.0134, Florida Statutes, is amended to read:

847.0134 Prohibition of adult entertainment establishment that displays, sells, or distributes materials harmful to minors within 2,500 feet of a school.—

(1) Except for those establishments that are legally operating or have been granted a permit from a local government to operate as adult entertainment establishments on or before July 1, 2001, an adult entertainment establishment that sells, rents, loans, distributes, transmits, shows, or exhibits any obscene material, as described in s. 847.0133, or presents live entertainment or a motion picture, slide, or other exhibit that,

436 in whole or in part, depicts nudity, sexual conduct, sexual
437 excitement, sexual battery, sexual bestiality, or
438 sadomasochistic abuse and that is harmful to minors, as
439 described in s. 847.001, may not be located within 2,500 feet of
440 the real property that comprises a public or private elementary
441 school, middle school, or secondary school unless the county or
442 municipality approves the location under proceedings as provided
443 in s. 125.66(5) ~~s. 125.66(4)~~ for counties or s. 166.041(3)(c)
444 for municipalities.

445 Section 13. The Legislature finds and declares that this
446 act fulfills an important state interest.

447 Section 14. This act shall take effect October 1, 2022.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION**

Meeting Date: 12/13/2021

Prepared by: David Dyess, City Manager

Title of Item:

TRAIN BRIDGE REPLACEMENT LETTER

Summary Explanation/Background Information on Agenda Request:

During commissioner comments at the November 22nd commission meeting, Commissioner Matheson asked for a letter to support replacing the train bridge be sent to Representative Mast, Senator Scott, Senator Rubio and Governor DeSantis.

Commission requested the draft be brought back for review. If approved the letter will be addressed appropriately to each and signed by the mayor.

Funding Source:

N/A

Recommended Action:

Motion to Approve

ATTACHMENTS:

Description	Upload Date	Type
☐ Train Bridge Replacement Letter	12/1/2021	Attachment

November 30, 2021

Address

Dear _____,

We are writing to ask for your support in any efforts that you can provide in replacing the St. Lucie River train bridge. The 95+ year old railroad bridge that is single tracked and approximately 6.5 feet above the mean high tide will be a detriment to our marine community once Brightline begins running passenger trains, estimated to start in the first quarter of 2023. The height of the bridge blocks the passage of almost all marine traffic when the bridge is in the closed position. Projections show that the bridge may be in the closed position for up to 45 minutes of every hour. It is the only area that we know of that will be single tracked once the passenger rail begins service.

The St Lucie River Rail bridge bisects Stuart and the surrounding communities. With marine passage East and West being nearly eliminated for significant time periods we foresee a significant safety hazard on the horizon. Acceptable response time for first responders during marine emergencies may be eliminated.

Further, our community thrives on our marine industries and the frequency and amount of time that the current train bridge will be down when the passenger rail begins running will be detrimental to our marine community and our economic factors drawn from the marine industries.

We recently welcomed a new Customs and Border Protection office to the City of Stuart on the west side of the rail bridge. This marine unit's response to and from the ocean will be affected if this train bridge is not replaced. We know that the passenger rail is currently conducting studies about replacing the bridge and we also realize that efforts have been made to encourage Brightline to replace the rail bridge. A required replacement of the St. Lucie River train bridge would be the optimal result for the City of Stuart and its marine industries.

We thank you for taking the time to read our plea and ask that you provide any assistance possible to help us with our efforts to replace the rail bridge.

Sincerely,

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/13/2021

Prepared by: Mary Kindel, City Clerk

Title of Item:

COMMISSION LIAISON AND AT LARGE APPOINTMENTS / RE-APPOINTMENTS TO ADVISORY BOARDS OF THE CITY

Summary Explanation/Background Information on Agenda Request:

Each Commissioner is responsible for appointing a representative to each advisory board. The City Commission as a whole ratifies the individual appointments from each commissioner. The LPA has two additional positions which are filled by the City Manager and referred to as "At Large Positions". At the present time, there are no proposed changes to the At Large Positions.

The attachment makes reference to the "At Large" positions on the CRA. These are technically appointments to the CRB board and then the CRB board appoints two representatives to the CRA. In order to serve as an At Large member of the CRA, you must be a CRB board member. Therefore, the CRA At Large members are not additional appointments by the City Manager.

Clerk's Note: Per Chapter 2 Amendments, all Advisory Board member terms shall be 1-year terms, with the exception of At Large board members, which will be staggered terms with 8-consecutive year term limits.

Funding Source:

N/A

Recommended Action:

Move to re-appoint members to the various Advisory Boards to the City.

ATTACHMENTS:

Description	Upload Date	Type
□ 2022 Advisory Board Listing for Approval	12/7/2021	Attachment
□ BOA Application Werner Bols	12/7/2021	Attachment

Advisory Boards

Board of Adjustment					
Member	Term Expires	Commission Liaison	Notes	Phone	Email
Kristin Stanley	12/31/2022	Becky Bruner	also SIRB member	630-774-6525	kristinbusinessbroker@gmail.com
Werner Bols	12/31/2022	Troy McDonald		772-781-4414	wernerbols@hotmail.com
Christina Vogl	12/31/2022	Mike Meier		772-529-2588	christina@voglarchitects.com
Amelia Fry	12/31/2022	Merritt Matheson		772-485-4357	mimi.fry772@gmail.com
Claire Y. Nash Ph.D.	12/31/2022	Eula Clarke		901-229-3563	claireynash@gmail.com
Community Redevelopment Agency					
Member	Term Expires	Commission Liaison	Notes	Phone	Email
Pete Walson	12/31/2022	Confirmed Nomination	also CRB member	772-283-1399	prwalson@gmail.com
Tom Campenni	12/31/2022	Confirmed Nomination	also CRB member	772-341-7455	thomasfcampenni@gmail.com
Planning Advisory Board / Local Planning Agency					
Member	Term Expires	Commission Liaison	Notes	Phone	Email
Ryan Strom	12/31/2022	At Large	Term Limit - 7 Years Remaining	772-781-1616	rstrom@teamparksinc.com
Larry Massing	12/31/2022	At Large	Term Limit - 7 Years Remaining	772-260-7210	lmassing@martin.fl.us
William Mathers	12/31/2022	Becky Bruner		772-287-0525	mathersengineers@bellsouth.net
Campbell Rich	12/31/2022	Merritt Matheson		772-631-9547	campbellrich@me.com
Jackie Vitale	12/31/2022	Mike Meier		772-204-3360	jackie.vitale@gmail.com
Kelly Laurine	12/31/2022	Troy McDonald		571-334-7723	kmtiedge@hotmail.com
Margaret A. Bromfield	12/31/2022	Eula Clarke		772-307-2303	bromfield60@gmail.com
Community Redevelopment Board					
Member	Term Expires	Commission Liaison	Notes	Phone	Email
Frank Wacha	12/31/2022	At Large	Term Limit - 7 Years Remaining	772-475-5080	frankwacha@gmail.com
Pete Walson	12/31/2022	At Large	also CRA member/Term Limit 7 Yrs	772-283-1399	prwalson@gmail.com
Chris Lewis	12/31/2022	Eula Clarke		772-215-4174	clewis@lewislawgroup.com
Tom Campenni	12/31/2022	Mike Meier	also CRA member	772-341-7455	thomasfcampenni@gmail.com
Katherine Makemson	12/31/2022	Merritt Matheson		772-631-4511	katiemakemson@gmail.com
Nina Dooley	12/31/2022	Troy McDonald		772-201-2056	yawandadooley@yahoo.com
Nikolaus Schroth	12/31/2022	Becky Bruner		772-403-3752	nikschrth@naisouthcoast.com
Stuart Independent Review Board					
Member	Term Expires	Commission Liaison	Notes	Phone	Email
Helen McBride	12/31/2022	Mike Meier		305-331-8299	helenbmcb@icloud.com
Kristen Stanley	12/31/2022	Becky Bruner	also BOA member	630-774-6525	kristinbusinessbroker@gmail.com
Pearlie B. Clark	12/31/2022	Eula Clarke		772-214-6604	pearlclark2917@comcast.net
"Dee" Diane C. Gusch	12/31/2022	Merritt Matheson		203-895-5116	ctintampa@gmail.com
Anita Concoves	12/31/2022	Troy McDonald		772-215-9377	acocoves1329@gmail.com

Updated 12/6/2021

* New Board Member

Advisory Boards

Board of Adjustment								
Member	Term Expires	Commission Liason	Notes	Phone	Email	Gender	Race	Disability
Kristin Stanley (Chair)	12/30/2020	Becky Bruner	also SIRB member	630-774-6525	kristin@aguisitionexperts.net	F	Caucasian	N
Antone Freitas	12/30/2020	Troy McDonald		772-413-8081	tfreitas@teamparksync.com	M	Caucasian	N
Christina Vogl	12/30/2020	Mike Meier		772-529-2588	christina@voglarhitects.com	F	Caucasian	N
Amelia Fry	12/30/2020	Merritt Matheson		772-485-4357	mimi.fry772@gmail.com	F	Hispanic-American	N
Claire Y. Nash Ph.D.	12/30/2021	Eula Clarke		901-229-3563	claireynash@gmail.com	F	African American	N
Community Redevelopment Agency		Quorum - Min. of 4						
Member	Term Expires	Commission Liason	Notes	Phone	Email			
Pete Walson	12/30/2021	Selected/At Large	also CRB member	772-283-1399	prwalson@gmail.com	M	Caucasian	N
Tom Campenni	12/30/2020	Selected/At Large	also CRB member	772-341-7455	thomasfcampenni@gmail.com	M	Caucasian	N
Planning Advisory Board / Local Planning Agency								
Member	Term Expires	Commission Liason	Notes	Phone	Email			
Ryan Strom	12/30/2022	At Large	erm Limit - 8 Years Remainin	772-781-1616	rstrom@teamparksync.com	M	Caucasian	N
Larry Massing	12/30/2021	At Large	erm Limit - 8 Years Remainin	772-260-7210	lmassing@martin.fl.us	M	Caucasian	N
William Mathers	12/30/2021	Becky Bruner		772-287-0525	mathersengineers@bellsouth.net	M	Caucasian	N
Campbell Rich	12/30/2021	Merritt Matheson		772-631-9547	campbellrich@me.com	M	Caucasian	N
Jackie Vitale	12/30/2021	Mike Meier		772-204-3360	jackie.vitale@gmail.com	F	Caucasian	N
Kelly Laurine	12/30/2021	Troy McDonald		571-334-7723	kmtiedge@hotmail.com	F	Caucasian	N
Margaret A. Bromfield	12/30/2021	Eula Clarke		772-307-2303	bromfield60@gmail.com	F	African American	N
Community Redevelopment Board		Quorum - Min. of 4						
Member	Term Expires	Commission Liason	Notes	Phone	Email			
Frank Wacha	12/30/2022	At Large	erm Limit - 8 Years Remainin	772-475-5080	frankwacha@gmail.com	M	Caucasian	N
Pete Walson	12/30/2021	At Large	so CRA member/Term Limit 8 Y	772-283-1399	prwalson@gmail.com	M	Caucasian	N
Chris Lewis	12/30/2021	Eula Clarke		772-215-4174	clewis@lewislawgroup.com	M	African American	N
Tom Campenni	12/30/2021	Mike Meier	also CRA member	772-341-7455	thomasfcampenni@gmail.com	M	Caucasian	N
Katherine Makemson	12/30/2021	Merritt Matheson		772-631-4511	katiemakemson@gmail.com	F	Caucasian	N
Nina Dooley	12/30/2021	Troy McDonald		772-201-2056	yawandadooley@yahoo.com	F	African American	N
Nikolaus Schroth	12/30/2021	Becky Bruner		772-403-3752	nikschrth@naisouthcoast.com	M	Caucasian	N
Stuart Independent Review Board		Quorum - Min. of 4						
Member	Term Expires	Commission Liason	Notes	Phone	Email			
Helen McBride	12/30/2021	Mike Meier	also BOA member	305-331-8299	helenmcb@icloud.com	F	Caucasian	N
"Dee" Diane C. Gusch	12/30/2021	Merritt Matheson		203-895-5116	ctintampa@gmail.com	F	Caucasian	N
Pearlie B. Clark	12/30/2020	Eula Clarke		772-214-6604	pearlclark2917@comcast.net	F	African American	Y
Anita Concoves	12/30/2020	Troy McDonald		772-215-9377	acocoves1329@gmail.com	F	Caucasian	N
Kristin Stanley	12/30/2020	Becky Bruner	also BOA member	630-774-6525	kristin@aguisitionexperts.net	F	Caucasian	N

7/26/2021

Board Application

Full Name	werner bols
Present Occupation	retired
Contact Phone	17727814414
Email Address	wernerbols@hotmail.com
Street Address	1950 SW Palm City Rd
City, State, Zip	stuart
Membership in Community Organizations or Professional Groups	<i>Field not completed.</i>
List Former Advisory Board(s) Affiliations	Martin county contractor licensing board, Martin county ANAC
Comments	looking for community service
Indicate Board You Would Like to be Considered For	Board of Adjustment
The Florida Department of State requires that the City report the number of minority appointments made during the year. (Section 760.80, Florida Statutes)	
Gender	Male
Race	Caucasian
Disability	Not Known

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CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/13/2021

Prepared by: Mary Kindel, City Clerk

Title of Item:

APPOINTMENTS OF CITY COMMISSIONERS TO COMMUNITY BOARDS

Summary Explanation/Background Information on Agenda Request:

There are currently eight community boards, two of said boards have two appointments. As a result, there are currently 10 positions to be filled by the City Commissioners. Each year, the City Commission appoints individual Commissioners best suited to serve and attend meetings on behalf of the City.

It is recommended that all Commissioners serve on at least one board and then the City Commission decide which Commissioners are best suited to represent the City for the remaining positions. In the past, the City Commission has addressed each position individually during deliberation but the ratification of the appointments can be done with one vote of the Board.

Funding Source:

N/A

Recommended Action:

One Motion to approve various appointments of City Commissioner to various boards.

ATTACHMENTS:

	Description	Upload Date	Type
□	2022 Commissioner Community Board Appointments	11/22/2021	Attachment

2021 COMMISSION BOARD MEMBERSHIP		
BOARD	MEMBER	MEETINGS
Airport Noise Advisory Committee	Eula Clarke	Quarterly (January, April, July, October) - Airport Maint. Bldg Conference Room
Arts Council	Becky Bruner	4th Wed. every month at 5 PM
Business Development Board (BDB)	Troy McDonald	2nd Wed. every month at 9 AM - Airport Maint. Building
Metropolitan Planning Organization (MPO)	Merritt Matheson / Troy McDonald	3rd Mon. every month at 9 AM - MC Commission Chambers
Tourist Development Council (TDC)	Merritt Matheson	3rd Wed. every month at 3 PM - MC Commission Chambers
Treasure Coast Council of Local Governments (TCCLG)	Mike Meier	1st Wed. every month at 10 AM - St. Lucie County Admin Annex
Treasure Coast Regional League of Cities (TCRLC)	Mike Meier / Alt: Becky Bruner	3rd Wed. every month at 10 AM - Chamber of Commerce in St. Lucie County
Treasure Coast Regional Planning	Eula Clarke (Voting Member 2021-2023)	3rd Fri. every month at 9:30 AM - Wolf High Tech. Center IRSC

Revised: 12/15/2020
Commission Board Appointments 2021

2022 COMMISSION BOARD MEMBERSHIP		
BOARD	MEMBER	MEETINGS
Airport Noise Advisory Committee		Quarterly (1/27, 4/28, 7/28, and 10/27/2022) - Airport Maint. Bldg Conference Room
Arts Council		Quarterly, 4th Tues. of the month (January, April, July, October) - Courthouse Cultural Center
Business Development Board (BDB)		2nd Wed. every month at 8:30 AM - Wolf Tech. Center IRSC Chastain Campus
Metropolitan Planning Organization (MPO)		3rd Mon. every month at 9 AM - MC Commission Chambers; or as scheduled
Tourist Development Council (TDC)		3 PM on 1/12, 3/23, 5/11, 9/21, and 11/16/2022 MC Commission Chambers
Treasure Coast Council of Local Governments (TCCLG)		1st Wed. every month at 10 AM - St. Lucie County Admin Annex
Treasure Coast Regional League of Cities (TCRLC)		3rd Wed. every month at 10 AM - Chamber of Commerce in St. Lucie County
Treasure Coast Regional Planning	(Voting Member 2021-2023) Alternate: Sewell's Point	3rd Fri. every month at 9:30 AM - Wolf Tech. Center IRSC Chastain Campus

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/13/2021

Prepared by: Pinal Gandhi-Savdas

Title of Item:

AMENDMENT TO THE LAND DEVELOPMENT CODE - SIGN CODE (RC):

ORDINANCE No. 2469-2021; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE EXISTING SECTION 6.11.03 ENTITLED “NON-CONFORMING SIGNS; AMORTIZATION OF CERTAIN SIGNS” IN CHAPTER 6 OF THE CITY OF STUART LAND DEVELOPMENT CODE TO REMOVE DEADLINE FOR THE AMORTIZATION PERIOD FOR EXISTING, NON-CONFORMING POLE SIGNS AND PROVIDE PROVISIONS TO ACCELERATE POLE SIGN REMOVAL; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

City Commission - First Reading

On November 8, 2021, the City Commission unanimously recommended approval of the proposed amendments to the City's sign code.

Local Planning Agency

On October 14, 2021, the Local Planning Agency unanimously recommended approval of the proposed amendments to the City's sign code.

Community Redevelopment Board

On September 14, 2021, the Community Redevelopment Board unanimously recommended approval of the proposed amendment to the City's sign code.

City Commission

This item was initially presented to the City Commission on July 26, 2021 for discussion and deliberation to provide direction to staff. At that time, three options were presented to the City Commission including the following:

- (1) to maintain the deadline for removal of nonconforming pole signs by January 1, 2022 and promptly notify all impacted sign owners; or
- (2) to return with a draft amendment to the Land Development Code extending the pole sign amortization by additional five years (January 1, 2027) with code changes to accelerate sign removal and promptly notify all impacted sign owners; or
- (3) to return with a draft amendment to the Land Development Code eliminating or removing the deadline with code changes to accelerate sign removal and promptly notify all impacted sign owners.

The City Commission selected option #3 to eliminate the deadline for removal of non-conforming pole signs

within the city limits and provide regulations to accelerate the removal of pole signs. Based on the direction provided by the City Commission, the attached ordinance amends the Land Development Code Sign Code standards regarding the non-conforming pole signs.

Summary

A 2016 amendment to the City's sign code extended the amortization period for pole signs and provided that all existing pole signs shall be removed by January 1, 2022. In 2016, Staff conducted a windshield survey and identified approximately 280 pole signs which were subject to the January, 2022 deadline. A notice was mailed to all impacted sign owners of the amortization schedule for removal of pole signs. Upon the expiration of the amortization period, the sign shall be brought into conformance with the code or be removed. In a recent survey, staff identified that approximately 90 pole signs have been removed or replaced with a conforming sign. There are still approximately 190 nonconforming pole signs remaining within the city limits.

Specifically, Section 6.11.03 A.1 and B of the Land Development Code states:

A. Amortization of certain signs.

1. All pole signs existing on December 31, 2007, shall be allowed to remain operational, and may be repaired or replaced until January 1, 2022, at which time all remaining pole signs shall be removed. Replacement pole signs may not exceed the height or area of the existing pole sign. In addition to any other requirements of the code, replacement of an existing pole sign will require the sign owner to acknowledge in writing, on a form approved by the city attorney, that the replacement sign will be removed by the owner or any assignee or successor in interest on or before January 1, 2022. Incorporation of an existing pole sign within a new monument sign is encouraged, and may earn "green development" points for adaptive re-use under section 6.06.00, LDC. The conversion of any pole sign to a conforming sign shall be issued on a no-fee sign permit.

B. Notification prior to removal.

The city development director shall be responsible for notifying the owner of each existing sign with a message unit, billboard, or a pole sign of the removal provision, and the expected removal date. An owner of such sign(s) shall not be fined for failure to remove such sign(s) without having been first notified in writing by the city of the requirement to remove the sign(s), and given a reasonable time within which to comply.

Pole sign is defined as any sign erected upon a pole or poles with the exception of freestanding signs or billboards and which is wholly or partially independent of any building for support.

Monument sign is defined as a freestanding low-profile sign with the sign area at the top of a solid base.

Background

In light of public safety concerns stemming from multiple hurricanes, as well as a desire to improve the City's appearance, in 2007 the City Commission adopted an ordinance that began a 10 year amortized period for removal of all existing nonconforming pole signs by January 1, 2017. Failure to notify the pole sign owners of the amortization schedule and the nation's economy that nearly crashed in 2008, the City Commission approved amendment to the Land Development Code to add five years to the pole sign amortization schedule, allowing removal or replacement of pole signs with a conforming sign until January 1, 2022.

The existing code prohibits pole signs so no new pole signs have been installed since the ordinance was adopted in 2007, however, the code allows replacement of sign face without altering the sign area or structure but the sign would have to be brought into conformance by the deadline.

Reason to consider extending or removing the amortization deadline

Due to the pandemic, the economy and businesses were heavily impacted causing financial hardship for many businesses. This leads to concerns about the ordinance's financial impact on businesses who could have to pay

as much as \$20,000 for replacement of sign. Therefore, staff suggests that the board consider amending the Land Development Code to either extend the amortization deadline or eliminate the deadline for amortization period considering that the nonconforming pole signs will continue to reduce over the years.

Funding Source:

N/A.

Recommended Action:

Approve Ordinance No. 2469-2021.

ATTACHMENTS:

	Description	Upload Date	Type
▣	A.1 Ordinance 2469-2021 Proposed Amendments to LDC	9/2/2021	Ordinance add to Y drive
▣	D.1 Ordinance 2321-2016	7/15/2021	Backup Material
▣	D.2 Example of Notice Mailed to Sign Owners in 2016	9/20/2021	Backup Material
▣	D.3 Map depicting remaining pole signs in 2021	7/16/2021	Backup Material
▣	D.4 Minutes City Commission 7-26-2021	8/20/2021	Backup Material



**BEFORE THE CITY COMMISSION
CITY STUART, FLORIDA**

ORDINANCE NUMBER 2469-2021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE EXISTING SECTION 6.11.03 ENTITLED “NON-CONFORMING SIGNS; AMORTIZATION OF CERTAIN SIGNS” IN CHAPTER 6 OF THE CITY OF STUART LAND DEVELOPMENT CODE TO REMOVE DEADLINE FOR THE AMORTIZATION PERIOD FOR EXISTING, NON-CONFORMING POLE SIGNS AND PROVIDE PROVISIONS TO ACCELERATE POLE SIGN REMOVAL; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the City of Stuart has adopted a Land Development Code encompassing all development regulations; and

WHEREAS, the City Commission of the City of Stuart adopted Ordinance No. 2206-2010 on July 12, 2010, which provided for the amortization over a ten (10) year period of existing pole signs made nonconforming by the adoption of the ordinance; and

WHEREAS, the City Commission of the City of Stuart adopted Ordinance No. 2321-2016 on January 25, 2016, which extended the ten (10) year amortization period by an additional five (5) years for properties to come into compliance with sign regulations; and

WHEREAS, the City Commission recognizes that ongoing economic conditions continue to challenge business owners within the City of Stuart who wish to convert nonconforming pole signs to conforming monument signs at the end of the amortization period; and

WHEREAS, the City Commission finds that removal of deadline for amortization period for pole signs is necessary to assist local businesses and support businesses that were impacted by the pandemic and causing financial hardship for many businesses; and

WHEREAS, the City Commission recognizes that properties have brought non-conforming pole signs into conformance with the existing sign code and the signs will continue to reduce over the years; and

WHEREAS, the City Commission wishes to add provisions to expedite the removal or replacement of abandoned and/or damaged pole signs to conforming sign.

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

SECTION 1: Section 6.11.03 of the City of Stuart Land Development Code is hereby amended to read as follows:

Subsection 6.11.03. Non-conforming pole signs ~~;~~ ~~amortization of certain signs.~~

Pole ~~S~~signs erected, under a valid permit, prior to July 12, 2010, which are now "non-conforming" shall be allowed to remain in accordance with the ~~time limitation and~~ structure requirements set forth in the Stuart Land Development Code (LDC), except as stated below:

~~A. Amortization of certain signs.~~

- ~~1. All pole signs existing on December 31, 2007, shall be allowed to remain operational, and may be repaired or replaced until January 1, 2022, at which time all remaining pole signs shall be removed. Replacement pole signs may not exceed the height or area of the existing pole sign. In addition to any other requirements of the code, replacement of an existing pole sign will require the sign owner to acknowledge in writing, on a form approved by the city attorney, that the replacement sign will be removed by the owner or any assignee or successor in interest on or before January 1, 2022. Incorporation of an existing pole sign within a new monument sign is encouraged, and may earn "green development" points for adaptive re-use under section 6.06.00, LDC. The conversion of any pole sign to a conforming sign shall be issued on a no-fee sign permit.~~

A. Abandoned and/or Damaged Signs. To have all abandoned or damaged non-conforming pole signs within the City of Stuart removed in an expeditious manner.

1. Any damaged non-conforming sign that requires a permit to be repaired shall be removed within ninety (90) days after written notification from the City of Stuart.
2. Any abandoned non-conforming pole signs pertaining to or associated with a business which is no longer on-going, and which has been inactive or out of business for a continuous period of 180 days or longer shall be removed within ninety (90) days after written notification from the City of Stuart.

3. Incorporation of an existing pole sign within a new monument sign is encouraged, ~~and~~ may earn "green development" points for adaptive re-use under section 6.06.00, LDC.

4. The conversion of any pole sign to a conforming sign shall be issued on a no-fee sign permit.

B. Notification prior to removal.

The city development director shall be responsible for notifying the owner of each existing sign with a message unit, billboard, or a pole sign of the removal provision, and the expected removal date. An owner of such sign(s) shall not be fined for failure to remove such sign(s) without having been first notified in writing by the city of the requirement to remove the sign(s), and given a reasonable time within which to comply.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3: If any word, clauses, sentence, paragraph, section or part thereof contained in this ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

SECTION 4: The provisions of this ordinance shall be codified into the City's Land Development Code.

SECTION 5: This ordinance shall take effect upon adoption.

PASSED on first reading this _____ day of _____, 2021.

Commissioner _____ offered the following 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:

EULA R. CLARKE, MAYOR
MERRITT MATHESON, VICE MAYOR
BECKY BRUNER, COMMISSIONER
TROY MCDONALD, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED on second reading this _____ day of _____, 2021.

ATTEST:

MARY R. KINDEL
CITY CLERK

EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

**BEFORE THE CITY COMMISSION
CITY STUART, FLORIDA**

ORDINANCE NUMBER 2321-2016

**AN ORDINANCE OF THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA AMENDING THE CITY OF
STUART LAND DEVELOPMENT CODE BY AMENDING
SECTION 6.11.00 SIGN STANDARDS TO ALLOW FOR
THE EXTENSION OF THE AMORTIZATION PERIOD
FOR EXISTING, NON CONFORMING POLE SIGNS;
PROVIDING FOR A SEVERABILITY CLAUSE AND A
CONFLICT CLAUSE; PROVIDING FOR AN EFFECTIVE
DATE AND FOR OTHER PURPOSES.**

WHEREAS, the City of Stuart has adopted a Land Development Code encompassing all development regulations; and

WHEREAS, the City Commission of the City of Stuart adopted Ordinance No. 2206-2010 on July 12, 2010, which provided for the amortization over a ten (10) year period of existing pole signs made nonconforming by the adoption of the ordinance; and

WHEREAS, the City Commission recognizes that ongoing economic conditions continue to challenge business owners within the City of Stuart who wish to convert nonconforming pole signs to conforming monument signs at the end of the amortization period; and

WHEREAS, the City Commission wishes not to unduly burden the business owners with immediate sign replacement by adding a five (5) year amortization term for properties to come into compliance with sign regulations; and

WHEREAS, the City Commission finds that an extension of the ten (10) year amortization period by an additional five (5) years will assist local businesses and support economic development.

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

SECTION 1: Section 6.11.03(A)(2) of the City of Stuart Land Development Code is hereby amended to read as follows:

Subsection 6.11.03. Non-conforming signs; amortization of certain signs.

(A) Amortization of certain signs.

- (2) All pole signs existing on December 31, 2007, shall be allowed to remain operational, and may be repaired or replaced until January 1, 2017 2022, at which time all remaining pole signs shall be removed. In addition to any other requirements of the code, replacement of an existing pole sign will require the sign owner to acknowledge in writing, on a form approved by the city attorney, that the replacement sign will be removed by the owner or any assignee or successor in interest on or before January 1, 2017 2022. Incorporation of an existing pole sign within a new monument sign is encouraged, and may earn "green development" points for adaptive re-use under sec. 6.06.00, LDC. The conversion of any pole sign to a conforming sign shall be issued on a no-fee sign permit.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3: If any word, clauses, sentence, paragraph, section or part thereof contained in this ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

SECTION 4: The provisions of this ordinance shall be codified into the City's Land Development Code.

SECTION 5: This ordinance shall take effect upon adoption.

ADOPTED on first reading this 11 day of January, 2016.

Commissioner GLASS LEIGHTON offered the following 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:

JEFFREY A. KRAUSKOPF, MAYOR
EULA CLARKE, VICE MAYOR
TROY A. MCDONALD, COMMISSIONER
THOMAS CAMPENNI, COMMISSIONER
KELLI GLASS LEIGHTON, COMMISSIONER

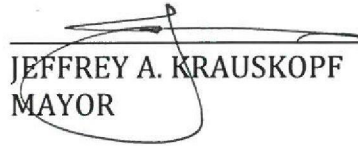
YES	NO	ABSENT
X		
X		
X		
X		
X		

ADOPTED on second reading this 25th day of January, 2016.

ATTEST:



CHERYL WHITE
CITY CLERK



JEFFREY A. KRAUSKOPF
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



MICHAEL MORTELL,
CITY ATTORNEY



VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

April 20, 2016

TREASURE COAST COMMUNITY CHURCH INC
PO BOX 1511
JENSEN BEACH FL 34958

RE: Notice of **January 1, 2022** Deadline to Remove Non-Conforming Pole Sign(s)

20 NE DIXIE HWY, STUART FL 34994

Dear TREASURE COAST COMMUNITY CHURCH INC:

As owner of the property located at 20 NE DIXIE HWY, you are hereby notified that the City of Stuart has identified one or more pole sign(s) on your property (please see attached photograph(s)) which, under the City's sign code, are non-conforming and must be removed on or before **January 1, 2022**. Replacement or removal of the sign must be performed by a licensed sign contractor and must be preceded by the issuance of a no-cost permit by the City Building Division.

Background

In light of public safety concerns stemming from multiple hurricanes, as well as a desire to improve the City's appearance, in 2007 the Stuart City Commission amended its sign code establishing a 10-year amortization period following which all pole signs must be removed. Specifically, Section 6.00.03 (A)(2) of the City's Land Development Code states: *All pole signs¹ existing on December 31, 2007, shall be allowed to remain operational, and may be repaired or replaced until January 1, 2017, at which time all remaining pole signs shall be removed. In addition to any other requirements of the code, replacement of an existing pole sign will require the sign owner to acknowledge in writing, on a form approved by the city attorney, that the replacement sign will be removed by the owner or any assignee or successor in interest on or before January 1, 2017. Incorporation of an existing pole sign within a new monument*

¹ A **pole sign** is defined as: *Any sign erected upon a pole or poles with the exception of freestanding signs which is wholly or partially independent of any building or support.*

A **freestanding sign** is defined as: *A freestanding sign is not affixed to any other structure and is limited to no more than two faces. All signs supported by one or two posts, with the top edge of the sign no more than six feet above the finished grade, shall have a pole cover. All freestanding signs shall contain the street number.*

A **monument sign** is defined as: *A freestanding low-profile sign with the sign area at the top of a solid base. It shall be composed on metal frame, textured brick, concrete block, or other masonry, and finished with stucco or another textured material. The skirt and base shall be no smaller than 80% of the sign width nor greater than 120% of the sign width.*

sign is encouraged, and may earn “green development” points for adaptive re-use under sec. 6.06.00, LDC. The conversion of any pole sign to a conforming sign shall be issued on a no-fee sign permit.

Extension of Deadline Approved by the City Commission

By Ordinance No. 2321-2016, earlier this year the Stuart City Commission granted a five-year extension to the amortization period for existing, non-conforming pole sign(s). This allows pole sign owners until **January 1, 2022**, to come into compliance with the current regulations.

Please note that removal of the subject sign(s) must occur prior to the deadline of **January 1, 2022** and that time extensions are not provided for in the code. Since sign contractors are likely to be in heavy demand as the deadline approaches, you are encouraged to act on this notice well in advance. Property owners who fail to meet the deadline may be subject to code enforcement proceedings.

If you have any questions regarding the content of this notice, please do not hesitate to contact our office at (772) 288-5375 and we will be glad to meet and discuss your signage options.

Sincerely,

Terry O’Neil
City Development Director
City of Stuart

Cc: Copy of this notice has been mailed to the property’s physical address by regular mail

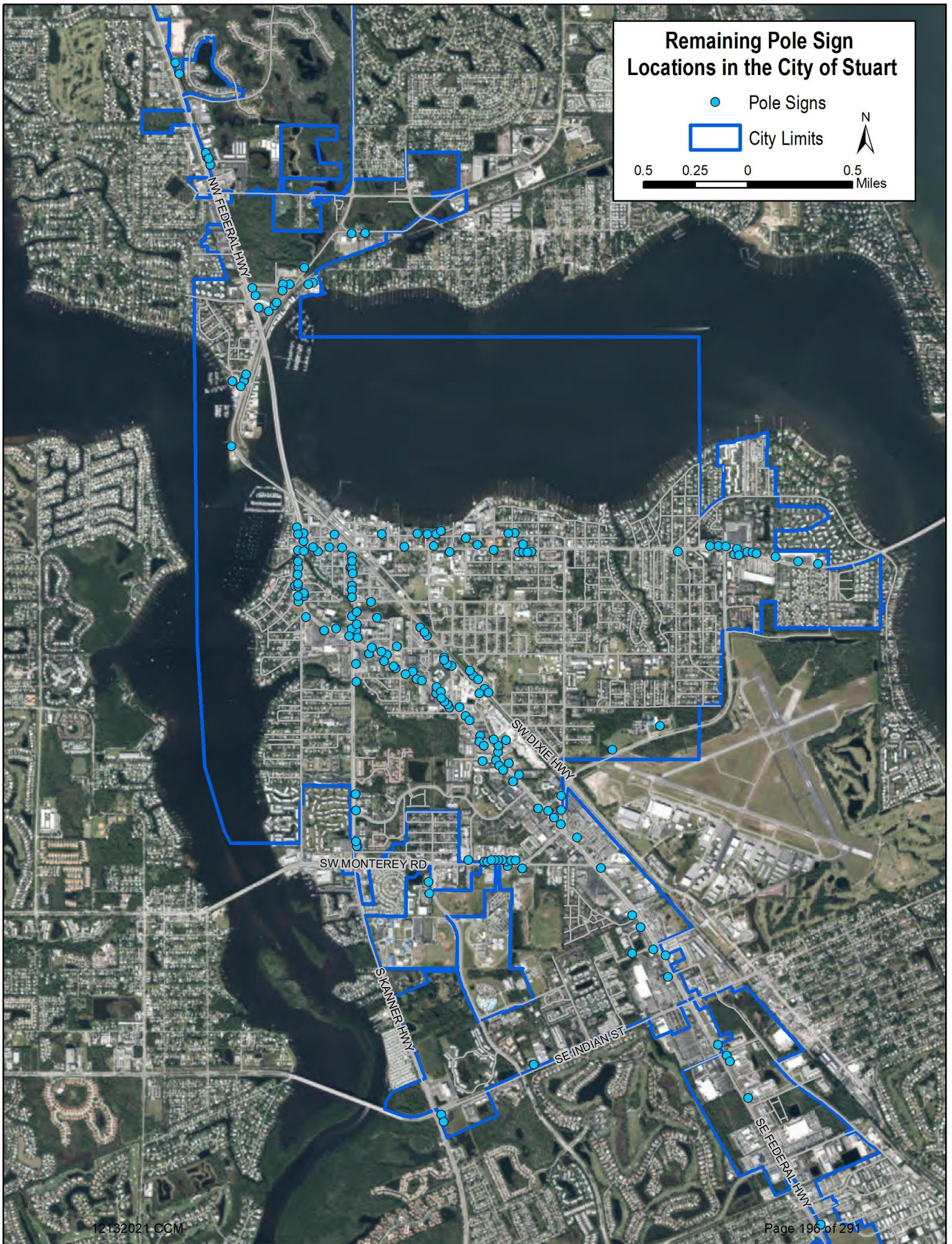
Remaining Pole Sign Locations in the City of Stuart

● Pole Signs

□ City Limits



0.5 0.25 0 0.5 Miles



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

CITY COMMISSION

Mayor Eula R. Clarke

Vice Mayor Merritt Matheson

Commissioner Becky Bruner

Commissioner Troy McDonald

Commissioner Mike Meier

ADMINISTRATIVE

City Manager, David Dyess

City Attorney, Michael J. Mortell

City Clerk, Mary R. Kindel

SERGEANT AT ARMS: Police Chief Joseph Tumminelli

 **5:44 PM ROLL CALL**

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

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

Commissioner Meier

- Thanked colleagues for joining him at the TCCLG Luncheon Meeting in Okeechobee.
- Announced that next week, attending the Florida League of Cities Conference.

Vice Mayor Matheson

- Commented that it was a pleasure attending the Treasure Coast Council of Local Governments Luncheon in Okeechobee.
- Thanked Anne Ellig, Programs Manager, for her efforts in planning the Treasure Coast Waterway Cleanup this past Saturday, he and his family picked up several

trash bags full and noticed a downed "No Wake" sign and contacted the authorities; fortunately, no one hit it.

- Tomorrow at City Hall, the Army Corp of Engineers is hosting a meeting at 2:00 p.m. as part of their LOSOM Listening Tour. He provided a brief River and Lake Okeechobee update.

Mayor Clarke

- Commented on receiving a message from a citizen that contacted her about being disappointed about not being able to attend tonight's meeting, nice to know people want to attend.
- Stood and announced that the City is hosting the Cal Ripken World Series, estimating that close to 10,000 people will come to Stuart and play in Sailfish Park. Clarke read from a flyer to report on the details of the event.
- Thanked everyone who came out for the cleanup and asked Anne Ellig how much was filled.

Anne came forward and reported on the Treasure Coast Waterway Cleanup.

- Read from a letter received announcing the City being awarded the CDBG Grant for \$750,000 and turned it over the City Manager.
- Received letter from the Boys and Girls Club to ensure they are included in the City's programs.
- Florida League of Cities Meeting, August 12th through the 14th, Commissioner Meier attending and Mayor considering attending as well.
- Commented on communities adopting May 20th Emancipation Day and Juneteenth Day as employee holidays. Would like that discussed at the upcoming budget meeting.
- Met with the head of the Housing Authority and she may be soon making a presentation to the Commission on how the Authority works.
- Announced per Agenda Item #5, ROW abandonment, she is completing the Form 8B and will file it with the City Clerk as she lives in the area.

COMMENTS BY CITY MANAGER

City Manager Dyess

- Thanked Anne Ellig and those who participated for job well done with the cleanup, hoping for a better participation next year.
- Thanked Milton Leggett, his team, and the Tram team. Mentioned that the Wells Fargo property owned by the City now has a tram stop and is open as public parking spots.

APPROVAL OF AGENDA



6:09 PM MOTION: Move to approve.

MOVED BY: Commissioner McDonald

SECONDED BY: Vice Mayor Matheson

Motion approved unanimously.

 6:10 PM

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

- 1) Walter Loyd – SW Cabana Point Cir; Commented on the Commission being the leaders but seeing where the City is being used to get around the County, in reference to the Kanner Hwy. CPUD, respectfully appealing to them to hear them and their experts, recommending the book that was originally suggested “Strong Town”.

 6:14 PM

CONSENT CALENDAR

1. APPROVAL OF 7/12/2021 CCM MINUTES

2. AUTHORIZATION TO ENTER INTO A SOVEREIGN SUBMERGED LANDS EASEMENT RENEWAL:

RESOLUTION No. 68-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO ENTER INTO AND TO EXECUTE A SOVEREIGN SUBMERGED LANDS EASEMENT RENEWAL AND MODIFICATION TO REFLECT CHANGE IN OWNERSHIP WITH THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

3. FEMA STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT APPLICATION:

RESOLUTION No. 71-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE FILING OF AN APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY (FEMA) FOR FUNDING UNDER THE FY2021 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

 6:14 PM **MOTION:** Motion to approve the Consent Calendar.
MOVED BY: Commissioner Matheson
SECONDED BY: Commissioner Meier
Motion approved unanimously.

COMMISSION ACTION

 6:15 PM

4. R.O.W. ABANDONMENT OF PORTION OF SEMINOLE STREET AND OSCEOLA STREET ALLEY:

RESOLUTION No. 70-2021; 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 AUGUST 23, 2021 AT 5:30 PM, AND SEPTEMBER 13, 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 ALLEY, MORE CLEARLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FOR OTHER PURPOSES.

Noted that this was put on "Commission Action" because we are making an announcement, and this is just informative.

Tom Reetz, Senior Planner, announced that this item will be brought back before the Commission on August 23rd for First Reading.

Commissioner Meier stated that he believes if there are intact alley ways in the middle of the city that can serve a purpose down the road really consider preserving them so in the future, they can be useful but if it is not complete, he is in favor of relinquishing it.

- 1) Helen McBride – Questioned the Commission that if the alleyways are being "abandoned" does that mean we are selling the land to the landowners?

Attorney Mike Mortell responded we will not sell the alleyway but instead charge a "privilege fee". Further discussed.



6:16 PM MOTION: Move approval.

MOVED BY: Commissioner Meier

SECONDED BY: Commissioner McDonald

Motion approved unanimously.

5. AUTHORIZATION TO ABANDON RIGHT-OF-WAY BETWEEN SE 16TH COURT AND SE 18TH STREET:

RESOLUTION No. 72-2021; A RESOLUTION 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.

Clarke abstaining from Vote, see Form 8B attached.



6:22 PM MOTION: Move to approve.

MOVED BY: Commissioner McDonald

SECONDED BY: Commissioner Meier

Motion approved 4/1, Clarke abstaining.

ORDINANCE SECOND READING

ORDINANCE FIRST READING

 6:23 PM

6. APPEAL OF DETERMINATION OF COMPARABILITY AT 728 NW DIXIE HWY FOR USE OF RETAIL SALE OF VEHICLE PARTS TOGETHER WITH VEHICLE REPAIR, WITH ALL ACTIVITIES TAKING PLACE WITHIN AN ENCLOSED BUILDING. THE PROPERTY IS ZONED URBAN HIGHWAY. (QUASI-JUDICIAL):

Kev Freeman, Development Director, presented the City's Determination of Compatibility, addressing the location, the urban code uses, the address options of Dixie Hwy and US1.

Nick Schroth, Appellant, presented a power point on his property located at 623 NW Palm Street in Stuart, reviewing the investment made, previous determination, and identifying his disagreement of the address being identified as Dixie Hwy.

Commissioner Meier requested clarification from Attorney as to what they are looking for.

City Attorney Mortell clarified the appeal process and reviewed Section 2.02.01(a) of the Code. The Commission must determine whether the Development Director had ability to make the Determination of Comparability.

Further Commission discussion and review of code took place. Commissioner Meier made a Motion.

 7:01 PM

Commissioner Meier asked Kev Freeman, Development Director to please describe his reasoning pertaining to the address.

Freeman reported that he does think its listed for the urban highway. The question from his point of view is whether that property fronts Federal Hwy or does it not.

Commissioners and staff continued discussion.

Public Comment:

- 1) Chis Klein – NW Federal Hwy.; Commented that he is in favor of this property not becoming an automotive business, it is about the address.
- 2) Blair Scott – property owner; commented that she agrees with everything Mr. Schroth stated, the use proposed by Giant Oil does not conform with Stuart, and concerned with the environmental impact on the community, feels it would be better suited for something more environmentally friendly.

 **6:59 PM MOTION:** Because the use is indeed listed, in the Land Development Code 3.01.03, I move that the Development Director does not have the authority to grant the use, as a finding of fact.

MOVED BY: Commissioner Meier

SECONDED BY: Commissioner McDonald

Motion approved unanimously.  **7:23 PM**

 **7:23 PM MOTION:** Grant the appeal. [Rule in favor of Mr. Schroth]

MOVED BY: Commissioner McDonald

SECONDED BY: Commissioner Meier

Motion approved unanimously.

7. CHAPTER 16- EMERGENCY MANAGMENT:

ORDINANCE No. 2468-2021; AN ORDINANCE OF THE CITY OF STUART AMENDING CHAPTER 16- EMERGENCY MANAGEMENT; PROVIDING FOR A SEVERABILITY CLAUSE AND A CONFLICTS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Commissioner McDonald commented that he feels this is another attack on Home Rule.

 **7:28 PM MOTION:** Move to approve.

MOVED BY: Commissioner McDonald

SECONDED BY: Commissioner Matheson

Motion approved unanimously.

DISCUSSION AND DELIBERATION

 **7:31 PM**

8. DISCUSSION OF A PROPOSED AMENDMENT TO THE CITY'S LAND DEVELOPMENT CODE FOR EXTENDING OR REMOVING THE DEADLINE OF THE AMORTIZATION PERIOD FOR NON-CONFORMING POLE SIGNS WITHIN THE CITY LIMITS.

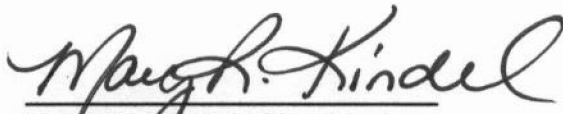
CRA Administrator, Pinal Gandhi-Savdas briefly reviewed the proposed amendments brought before the Commission pertaining to pole signs, explaining that according to existing Code, all pole signs must come down by January 2022. There are 190 pole signs remaining within City limits. New signs have been prohibited since 1997. Staff has reviewed the Code and come up with the following three options:

- 1) Poles must be removed within 30 days when the sign is damaged or when business closes.
- 2) Code be extended with a 5-year amortization period to January 2027
- 3) Staff return with draft amendment to remove Code all together

Commissioners participated in a discussion with Gandhi-Savdas about extensions, deadlines, business owners that have fixed their signs, and the various options.

Commissioners agreed to Option 3.

 7:55 PM ADJOURNMENT


Mary R. Kindel, City Clerk


Eula R. Clarke, Mayor

Minutes to be approved at the Regular Commission
Meeting this 9th day of August, 2021.





Chen

City of Stuart

AGENDA

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

CITY COMMISSION

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

ADMINISTRATIVE

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

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

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

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

(RC) next to an item denotes there is a City Code requirement for a Roll Call vote.

(QJ) next to an item denotes that it is a quasi-judicial matter or public hearing.

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

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

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

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

ROLL CALL

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

CONSENT CALENDAR

1. APPROVAL OF 7/12/2021 CCM MINUTES (RC)
2. AUTHORIZATION TO ENTER INTO A SOVEREIGN SUBMERGED LANDS EASEMENT RENEWAL (RC):

RESOLUTION No. 68-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO ENTER INTO AND TO EXECUTE A SOVEREIGN SUBMERGED LANDS EASEMENT RENEWAL AND MODIFICATION TO REFLECT CHANGE IN OWNERSHIP WITH THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

3. FEMA STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT APPLICATION (RC):

RESOLUTION No. 71-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE FILING OF AN APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY (FEMA) FOR FUNDING UNDER THE FY2021 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

4. R.O.W. ABANDONMENT OF PORTION OF SEMINOLE STREET AND OSCEOLA STREET ALLEY:

RESOLUTION No. 70-2021; 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 AUGUST 23, 2021 AT 5:30 PM, AND SEPTEMBER 13, 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 ALLEY, MORE CLEARLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FOR OTHER PURPOSES.

5. AUTHORIZATION TO ABANDON RIGHT-OF-WAY BETWEEN SE 16TH COURT AND SE 18TH STREET:

RESOLUTION No. 72-2021; A RESOLUTION 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.

ORDINANCE SECOND READING

ORDINANCE FIRST READING

6. APPEAL OF DETERMINATION OF COMPARABILITY AT 728 NW DIXIE HWY FOR USE OF RETAIL SALE OF VEHICLE PARTS TOGETHER WITH VEHICLE REPAIR, WITH ALL ACTIVITIES TAKING PLACE WITHIN AN ENCLOSED BUILDING. THE PROPERTY IS ZONED URBAN HIGHWAY. (QUASI-JUDICIAL)(RC)

7. CHAPTER 16- EMERGENCY MANAGMENT (RC):

ORDINANCE No. 2468-2021; AN ORDINANCE OF THE CITY OF STUART AMENDING CHAPTER 16- EMERGENCY MANAGEMENT; PROVIDING FOR A SEVERABILITY CLAUSE AND A CONFLICTS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

DISCUSSION AND DELIBERATION

8. DISCUSSION OF A PROPOSED AMENDMENT TO THE CITY'S LAND DEVELOPMENT CODE FOR EXTENDING OR REMOVING THE DEADLINE OF THE AMORTIZATION PERIOD FOR NON-CONFORMING POLE SIGNS WITHIN THE CITY LIMITS.

ADJOURNMENT



Babe Ruth League presents

CAL RIPKEN

World Series

in Stuart, FL

9U BASEBALL

**BEGINNING, JULY 31
AT SAILFISH PARK**

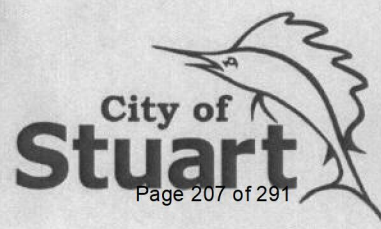
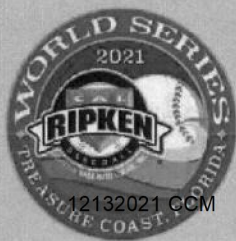


**ADMISSION - 6 & UNDER - FREE / INDIVIDUAL DAY PASS - \$8
AT GATE INDIVIDUAL TOURNAMENT PASS -
\$45 FOR THE WEEK.**

**SEEDING GAMES | AUGUST 1 & 2 | 8AM-6PM
BRACKET GAMES | AUGUST 3 & 4 | 8AM-6PM
CHAMPIONSHIP GAMES | AUGUST 5 | 8AM-4PM**

For more info please visit:

TCAASPORTS.COM



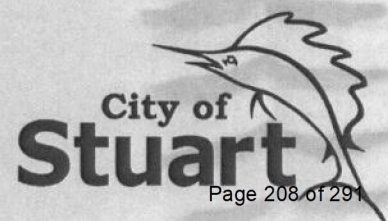
CAL RIPKEN

World Series

in Stuart, FL

Babe Ruth League is celebrating it's 70th birthday in 2021 and will be hosting some of its youth World Series games in Martin County and in the City of Stuart. In honor of this special milestone, we anticipate that close to 10,000 people will be coming to the Treasure Coast to be part of the festivities. The World Series games will take place at Pineapple, Halpatiokee, Sailfish, and Citrus Grove Parks from July 18th to August 6th.

This is also the first year that the City of Stuart is hosting activities. Sailfish Park will be the host facility for the 9U division of the Cal Ripken baseball tournament. Six girls youth softball divisions and a second youth baseball division will also be playing at public parks in Martin County during this period. Teams will be arriving to the Stuart area the week of July 25th. The tournament will begin on Saturday, July 31st with the Salute to Service Day. Past & present military members and first responders will be recognized and one selected to throw the 1st pitch for each game.



Item #5.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME CLARKE EWA ROSE		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE CITY OF STUART	
MAILING ADDRESS 1008 E. 16th COURT		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
CITY STUART	COUNTY FL 34996	NAME OF POLITICAL SUBDIVISION: CITY OF STUART	
DATE ON WHICH VOTE OCCURRED July 26, 2021		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 ____ :

(a) A measure came or will come before my agency which (check one or more)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____ ;
- ☒ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of _____, by
whom I am retained; or
- ☐ inured to the special gain or loss of _____, which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

The City of Stuart is abandoning the
SE. 17th Street Right of Way behind
my home.

RECEIVED
JUL 26 2021
BY: *mpkindel*

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed _____

Signature *Eula P. Calhoun*

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

**CITY COMMISSION MEETING
REQUEST TO SPEAK**

SPEAKER# 1

Please complete form and submit it to the City Clerk prior to Public Comment.

NAME WALTER LOYD DATE 7/26/21 ITEM# OR PUBLIC ☒
(PLEASE PRINT)
ADDRESS 150 SW CABANA POINT CIR. APT #3 CITY STUART ZIP 34994
PHONE 754-224-9349 EMAIL LOYDB@BELLSOUTH.NET

ADDRESSING THE CITY COMMISSION (ORD# 2450-2020)

- 1.) Members of the public who have been called upon to speak should come forward to the microphone; state their name, city in which they reside, and the item number.
- 2.) All remarks shall be addressed to the City Commission as a body and not to a particular City official.
- 3.) **PREPARED STATEMENTS** shall be presented to the City Clerk for the record.
- 4.) To ensure fair and equal treatment of all who appear before the City Commission, speakers will be limited to 3 minutes.

DECORUM (ORD 2450-2020)

Any person making personal, impertinent, irrelevant or slanderous remarks, or who becomes boisterous while addressing the City Commission or while attending the Commission meeting, shall be removed from the City Commission Chambers at the direction of the presiding officer. The sergeant-at-arms shall carry out all orders and instruction given by the Mayor for the purpose of maintaining order and decorum at the Commission meeting.

CITY COMMISSION MEETING
REQUEST TO SPEAK

SPEAKER# 2

Please complete form and submit it to the City Clerk prior to Public Comment.

NAME Chris Klein DATE 7-26/21 ITEM# 6 OR PUBLIC _____
(PLEASE PRINT)
ADDRESS 1906 N. W. 78th St. NW Federal Heights CITY Shaw ZIP 31994
PHONE 772-708-3230 EMAIL scld@gate.net

ADDRESSING THE CITY COMMISSION (ORD# 2450-2020)

- 1.) Members of the public who have been called upon to speak should come forward to the microphone; state their name, city in which they reside, and the item number.
- 2.) All remarks shall be addressed to the City Commission as a body and not to a particular City official.
- 3.) **PREPARED STATEMENTS** shall be presented to the City Clerk for the record.
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**CITY COMMISSION MEETING
REQUEST TO SPEAK**

SPEAKER# 1

Please complete form and submit it to the City Clerk prior to Public Comment.

NAME Blair Scott **DATE** July 26, 2021 **ITEM#** 6 **OR PUBLIC** _____
(PLEASE PRINT)

ADDRESS _____ **CITY** _____ **ZIP** _____

PHONE 772-763-4545 **EMAIL** BlairPaige@gmail.com

ADDRESSING THE CITY COMMISSION (ORD# 2450-2020)

- 1.) Members of the public who have been called upon to speak should come forward to the microphone; state their name, city in which they reside, and the item number.
- 2.) All remarks shall be addressed to the City Commission as a body and not to a particular City official.
- 3.) **PREPARED STATEMENTS** shall be presented to the City Clerk for the record.
- 4.) To ensure fair and equal treatment of all who appear before the City Commission, speakers will be limited to 3 minutes.

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Any person making personal, impertinent, irrelevant or slanderous remarks, or who becomes boisterous while addressing the City Commission or while attending the Commission meeting, shall be removed from the City Commission Chambers at the direction of the presiding officer. The sergeant-at-arms shall carry out all orders and instruction given by the Mayor for the purpose of maintaining order and decorum at the Commission meeting.

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/13/2021

Prepared by: Erin Wohlitka

Title of Item:

ESTABLISHING A NEW PROPERTY RIGHTS ELEMENT TO THE COMPREHENSIVE PLAN (RC):

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

Summary Explanation/Background Information on Agenda Request:

Project History:

Senate Bill 459 was passed during the 2021 Florida Legislative Session, signed into law by Governor Ron DeSantis, and incorporated into Florida's Community Planning Act.

· Florida Statute 163.3177(6)(i)(1), states that every city and county in the state of Florida shall "include in its comprehensive plan a property rights element."

· The City must adopt this new element "by the earlier of the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan."

Project Information:

- The text of the proposed element is based on the model element authored by the 1000 Friends of Florida (see Exhibit A of Ord No 273-2021). The new element also removes existing property rights policies from Policy 1.A7.7 of Element 1, Future Land Use Element, (see Exhibit B of Ord No 2473-2021) of the City of Stuart Comprehensive Plan and replaces them with equivalent language within the new element.

The text amendment also proposes to fix an issue within Objection 1.A7, Table of Future Land Uses, of Element 1, Future Land Use Element, of the City of Stuart Comprehensive Plan. The proposal removes the mandatory requirement to have 25% of residential within the Marine/Industrial designation by increasing the nonresidential limit from 75% to 100% (see Exhibit B within Ord No 2473-2021).

Local Planning Agency:

On September 9th, 2021, the Local Planning Agency held a properly noticed hearing at a regularly scheduled meeting to consider this amendment and recommended unanimous approval to the City Commission.

City Commission (First Reading)

On September 27th, 2021, the City Commission held a property noticed hearing at a regularly scheduled City Commission to consider the proposed amendment.

Commissioner Meier motioned to approve Ordinance No. 2473-2021 as amended to include proposed Element 12, Goal Statement 12, Objective 12, and Policies 12.1-12.4, strike the existing language in Policy 1.A7.7 of Element 1, Future Land Use Element, and eliminate the proposed relocation of Policy 1.A7.7 of Element 1 to

the new Property Rights Element (Element 12) as Policies 12.5-12.8.

The motion was seconded by Vice Mayor Matheson, and upon being put to a roll call vote, the Ordinance was adopted with a vote of 5-0 on first reading.

DEO Transmittal

On September 30th, 2021, the proposed amendment was transmitted to the State of Florida Department of Economic Opportunity (DEO) and other required agencies for review.

In the response to Mayor Clarke dated October 29, 2021, the Florida Department of Economic Opportunity provided a comment which stated that the proposed ordinance includes language that has the effect of limiting the consideration of property rights only to “planning and development decisions” as opposed to considering them in all local decision making. In order to comply with the DEO response, it is necessary to remove the words “planning and development” from the proposed Ordinance so that it reads that the City will consider private property rights in all decisions. Pursuant to the State of Florida DEO, the language in the Ordinance must be revised to consider private property rights in all of the City’s local decision making prior to adoption.

In order to remain consistent with the statement of rights provided in F.S. 163.3177(6)(i)1. and incorporate the comments issued from the State of Florida Department of Economic Opportunity summarized above, City staff has further revised the proposed language for the new Property Rights Element in Ordinance 2473-2021 below (shown in strikethrough/underline format):

Element 12 – PROPERTY RIGHTS ELEMENT Goals, Objectives, and Policies City of Stuart, Florida.

Goal Statement 12 – In accordance with F.S. 163.3177(6)(i)(1), ~~The City of Stuart will make planning and development~~ decisions with respect for property rights and with respect for people’s rights to participate in decisions that affect their lives and property.

Objective 12 - The City of Stuart will respect judicially acknowledged and constitutionally protected private property rights.

Policy 12.1 The City of Stuart will consider in its decision-making the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy 12.2 The City of Stuart will consider in its decision-making the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 12.3 The City of Stuart will consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner’s possessions and property.

Policy 12.4 The City of Stuart will consider in its decision-making the right of a property owner to dispose of his or her property through sale or gift.

Funding Source:

N/A

Recommended Action:

Staff recommends a motion to adopt Ordinance Number 2473-2021 at second and final reading.

ATTACHMENTS:

Description	Upload Date	Type
□ A.1 Ordinance 2473-2021	11/4/2021	Ordinance add to Y drive
□ B. Staff Report	11/4/2021	Staff Report

▢	D.1 Staff Presentation	11/4/2021	Presentation
▢	D.2 1000 Friends of Florida - Model	9/17/2021	Backup Material
▢	D.3 Senate Bill 496	9/17/2021	Backup Material
▢	D.4 DEO Comment Letter	11/4/2021	Backup Material



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

ORDINANCE NUMBER 2473-2021

**AN ORDINANCE OF THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA AMENDING THE
COMPREHENSIVE PLAN; ESTABLISHING ELEMENT
12 - A NEW PROPERTY RIGHTS ELEMENT; AMENDING
ELEMENT 1 - FUTURE LAND USE ELEMENT;
PROVIDING FOR AN EFFECTIVE DATE; AND FOR
OTHER PURPOSES.**

*** * * * ***

WHEREAS, Section 163.3167, Florida Statutes, requires The City of Stuart to maintain a comprehensive plan to guide its future development and growth; and

WHEREAS, Section 163.3177(6)(i)1., Florida Statutes (F.S.), requires the City of Stuart comprehensive plan to include a property rights element; and

WHEREAS, The City of Stuart respects the rights of all people to participate in land use planning processes; and

WHEREAS, the existing Policy 1.A7.7 of the future land use element of the City of Stuart comprehensive plan exists to protect property owners from any unreasonable or unfair burden placed upon them by a development order issued by the City; and

WHEREAS, this Ordinance will amend the City of Stuart comprehensive plan by establishing a property rights element and striking the existing language within Policy 1.A7.7 of the future land use element thereby meeting all requirements of F.S. 163.3177(6)(i)(1); and

WHEREAS, the Table of Land Use Densities and Intensities within the Future Land Use Element of the comprehensive plan limits the maximum nonresidential development within the Marine Industrial Future Land Use category to 75%; and

WHEREAS, this Ordinance will amend the Table of Land Use Densities and Intensities within the Future Land Use Element of the comprehensive plan, permitting the maximum nonresidential development within the Marine Industrial Future Land Use Category to 100%.

WHEREAS, on September 9th, 2021, the Local Planning Agency held a property noticed hearing at a regularly scheduled meeting to consider this amendment and recommended approval to the City Commission; and

WHEREAS, on September 27th, 2021, the City Commission held a property noticed hearing at a regularly scheduled City Commission to consider amending the City of Stuart comprehensive plan; and

WHEREAS, the City Commission has considered the request to amend the comprehensive plan and has also considered the recommendation of the Stuart Local Planning Agency and City staff.

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

SECTION 1. Findings. The City Commission finds the above statements are true and correct and serve as a basis for consideration of this Ordinance.

SECTION 2. Amendment. The City of Stuart comprehensive plan is amended by adding the property rights element attached as EXHIBIT A and amending the future land use element attached as EXHIBIT B and made a part of this Ordinance as if set forth in full.

SECTION 3. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

SECTION 4. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 5. The effective date of this plan amendment: If the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or development dependent on this amendment may be issued or commence before it has become effective.

SECTION 9. Adoption: Upon complete execution of this Ordinance, the City Clerk is directed to record the document in the Public Records of Martin County, Florida.

Passed on first reading the 27th day of September 2021.

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

EULA R. CLARKE, MAYOR
MERRITT MATHESON, VICE MAYOR
BECKY BRUNER, COMMISSIONER
TROY MCDONALD, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this ____ day of November 2021.

ATTEST:

MARY R. KINDEL
CITY CLERK

EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY'S ACKNOWLEDGMENT

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

(Notary Seal)

Signature of Notary Public

Printed Name: _____

EXHIBIT A

Element 12 – PROPERTY RIGHTS ELEMENT Goals, Objectives, and Policies City of Stuart, Florida.

Goal Statement 12 – In accordance with F.S. 163.3177(6)(i)(1), the City of Stuart will make decisions with respect for property rights and with respect for people’s rights to participate in decisions that affect their lives and property.

Objective 12 - The City of Stuart will respect judicially acknowledged and constitutionally protected private property rights.

Policy 12.1 The City of Stuart will consider in its decision-making the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy 12.2 The City of Stuart will consider in its decision-making the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 12.3 The City of Stuart will consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner’s possessions and property.

Policy 12.4 The City of Stuart will consider in its decision-making the right of a property owner to dispose of his or her property through sale or gift.

EXHIBIT B

ELEMENT 1 - FUTURE LAND USE ELEMENT GOALS, OBJECTIVES, AND POLICIES CITY OF STUART, FLORIDA

OBJECTIVE 1.A7. - FUTURE LAND USE CATEGORIES.

TABLE OF LAND USE DENSITIES AND INTENSITIES

		Residential			Non-Residential			
			UPUD, RPUD or Major UCE ²					
Land Use Category	In/Out CRA ¹	General	Not ALF ⁴	ALF	% Residential	General	>2.0 FAR ³	% Non- residential
Low Density Residential	NA	<8.72 du/ac to 11.62 du/ac ⁵	<8.72 du/ac to 11.62 du/ac ⁵	none	95-100%	<0.75 FAR		0—5%
Multi-Family Residential	In	<15 du/ac	<30 du/ac	<30 du/ac	70—100%	<3.0 FAR	<20 ac	0—30%
	Out	<10 du/ac to 11.62 du/ac ⁹	<30 du/ac	<30 du/ac	70—100%	<0.5 FAR		0—30%
Commercial	In	<15 du/ac	<15	<30 du/ac	0—15%	<3.0 FAR	<50 ac	85—100%
	Out	<10 du/ac	<10	<30 du/ac	0—15%	<1.5 FAR		85—100%
Office/Residential	In	<15 du/ac	<30 du/ac	<30 du/ac	0—25%	<3.0 FAR	<10 ac	75—100%
	Out	<10 du/ac to 11.62 du/ac ⁹	<30 du/ac	<30 du/ac	0—25%	<1.5 FAR		75—100%
Industrial	In	None			0%	<3.0 FAR	<10 ac	100%

	Out	None			0%	<1.0 FAR		100%
Public		None			0%	<1.0 FAR		100%
Institutional		<10 du/ac	<30 du/ac	<30 du/ac	0%	<0.75 FAR		100%
Recreation		None				<0.5 FAR		100%
Downtown Redevelopment		<15 du/ac ⁸	<30 du/ac	<30 du/ac	0—70%	<4.0 FAR	<50 ac	0—70% ⁶
Neighborhood/Special District	In	<15 du/ac		<30 du/ac	30—90%	<3.0 FAR	<10 ac	10—70%
	Out	<15 du/ac		<30 du/ac	30—90%	<2.0 FAR		10—70%
East Stuart	NA	<17 du/ac	<30 du/ac	<30 du/ac	70—100%	<1.5 FAR		0—30%
Conservation		None			0%	<10% ISR		100%
Marine/Industrial		<15 du/ac	<15 du/ac	NA	0—25%	<3.0 FAR	<5 ac	0—75100%

Policy 1.A7.7. Property Rights:

~~It is the policy of the City of Stuart that no development order issued by the City shall be unreasonable or shall unfairly burden the land of a property owner. Accordingly, the City recognizes the effectiveness of F.S. § 70.051 (Florida Land Use and Environmental Dispute Resolution Act), in resolving disputes and assuring that any potentially unreasonable or unfairly burdensome development order of the City is properly identified and that all private property rights are given an opportunity for adequate dispute resolution, if required by law and requested by the property owner.~~

~~Where a development order is disputed as being unreasonable or unfairly burdensome by a property owner, the use of the relief in F.S. § 70.051 is specifically encouraged as a means of identifying and resolving any unreasonable or unfair burden on the use of an owner's property.~~

~~The relief to which an owner may be entitled shall be the following:~~

- ~~a. Granting of a permit for development consistent with the relief recommended by a special magistrate, or as otherwise agreed upon by the property owner and the city;~~
- ~~b. Development approved pursuant to the protections in F.S. § 70.051 shall be consistent with all other objectives and policies of the Comprehensive Plan and Land Development Code.~~



Staff Report – Ordinance No. 2473-2021

A. Application: Staff-Initiated Comprehensive Plan Text Amendment

Project	Staff-Initiated Comprehensive Plan Text Amendment
Applicant	N/A
Property Owner	N/A
Agent for Applicant	N/A
Project Manager	Erin Wohlitka, Senior Planner
Date of Report	November 4, 2021

B. Project History

Senate Bill 459 was passed during the 2021 Florida Legislative Session, signed into law by Governor Ron DeSantis, and incorporated into Florida's Community Planning Act.

- Florida Statute 163.3177(6)(i)(1), states that every city and county in the state of Florida shall "include in its comprehensive plan a property rights element."
- The City must adopt this new element "by the earlier of the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan."

C. Project Information

The text of the proposed element is based on the model element authored by the 1000 Friends of Florida (see Exhibit A of Ord No 273-2021). The new element also removes existing property rights policies from Policy 1.A7.7 of Element 1, Future Land Use Element, (see Exhibit B of Ord No 2473-2021) of the City of Stuart Comprehensive Plan and replaces them with equivalent language within the new element.

The text amendment also proposes to fix an issue within Objection 1.A7, Table of Future Land Uses, of Element 1, Future Land Use Element, of the City of Stuart Comprehensive Plan. The proposal removes the mandatory requirement to have 25% of residential within the Marine/Industrial designation by increasing the nonresidential limit from 75% to 100% (see Exhibit B within Ord No 2473-2021).

D. Local Planning Agency

On September 9th, 2021, the Local Planning Agency held a properly noticed hearing at a regularly scheduled meeting to consider this amendment and recommended unanimous approval to the City Commission.

E. City Commission (First Reading)

On September 27th, 2021, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the proposed amendment.

Commissioner Meier provided a motion to approve Ordinance No. 2473-2021 as amended to include proposed Element 12, Goal Statement 12, Objective 12, and Policies 12.1-12.4, strike the existing language in Policy 1.A7.7 of Element 1, Future Land Use Element, and eliminate the proposed relocation of Policy 1.A7.7 of Element 1 to the new Property Rights Element (Element 12) as Policies 12.5-12.8.

The motion was seconded by Vice Mayor Matheson, and upon being put to a roll call vote, the Ordinance was passed 5-0 on first reading.

E. DEO Transmittal

On September 30th, 2021, the proposed amendment was transmitted to the State of Florida Department of Economic Opportunity (DEO) and other required agencies for review.

Pursuant to the letter sent to Mayor Clarke on October 29, 2021 by the State of Florida DEO commented that the proposed ordinance includes language that limits the consideration of property rights matters to “planning and development decisions” as opposed to considering them in all local decision making. The State of Florida DEO is requiring that, prior to the adoption of the proposed ordinance, the language be revised to consider private property rights in all of the City’s local decision making.

In order to remain consistent with the statement of rights provided in F.S. 163.3177(6)(i)1. and incorporate the comments issued from the State of Florida Department of Economic Opportunity summarized above, City staff has further revised the proposed language for the new Property Rights Element in Ordinance 2473-2021 below (shown in strikethrough/underline format):

Element 12 – PROPERTY RIGHTS ELEMENT Goals, Objectives, and Policies City of Stuart, Florida.

Goal Statement 12 – In accordance with F.S. 163.3177(6)(i)(1), ~~the~~ The City of Stuart will make ~~planning and development~~ decisions with respect for property rights and with respect for people's rights to participate in decisions that affect their lives and property.

Objective 12 - The City of Stuart will respect judicially acknowledged and constitutionally protected private property rights.

Policy 12.1 The City of Stuart will consider in its decision-making the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy 12.2 The City of Stuart will consider in its decision-making the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 12.3 The City of Stuart will consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy 12.4 The City of Stuart will consider in its decision-making the right of a property owner to dispose of his or her property through sale or gift.

F. Staff Recommendation

Staff recommends adoption of Ordinance Number 2473-2021 at second and final reading.

CITY COMMISSION

November 22, 2021

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

COMPREHENSIVE PLAN AMENDMENT

COMPREHENSIVE PLAN AMENDMENT

DEO LETTER

In order to remain consistent with the statement of rights provided in F.S. 163.3177(6)(i)1. and incorporate the comments issued from DEO, City staff has further revised the proposed language for the new Property Rights Element.

COMPREHENSIVE PLAN AMENDMENT

COMPREHENSIVE PLAN AMENDMENT

Marine/Industrial		<15 du/ac	<15 du/ac	NA	0—25%	<3.0 FAR	<5 ac	0— 75 <u>100</u> %
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COMPREHENSIVE PLAN AMENDMENT

COMPREHENSIVE PLAN AMENDMENT

163.3161(10) and 187.101(3) that governmental entities respect judicially acknowledged and constitutionally protected private property rights, **each local government shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decision making...**

COMPREHENSIVE PLAN AMENDMENT

163.3161(10) and 187.101(3) that governmental entities respect judicially acknowledged and constitutionally protected private property rights, **each local government shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decision making.** A local government may adopt its own property rights element or use the following statement of rights: The following rights shall be considered in local decision making:

163.3191. If a local government adopts its own property rights element, the element may not conflict with the statement of rights provided in subparagraph 1.

COMPREHENSIVE PLAN AMENDMENT

COMPREHENSIVE PLAN AMENDMENT



Model Property Rights Element

**Developed in Compliance
with the Requirements of
Fla. Stat. § 163.3177 (6)(i)1
(2021)**

July 20, 2021

Dear Florida local government leader,

This summer, Florida amended the Community Planning Act to require every city and county “to include in its comprehensive plan a property rights element.” FLA. STAT. § 163.3177(6)(i)1. (2021). Your city or county must adopt this new element “by the earlier of the date of its adoption its next proposed plan amendment that is initiated after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan.” FLA. STAT. § 163.3177(6)(i)2. (2021).

1000 Friends of Florida believes that open and transparent decision-making is the best protection for property rights. We have long advocated for the rights of all people to contribute to local government planning. Engaged citizens improve their neighborhoods. Our quality of life is enhanced, our environment is protected and our communities are strengthened when local government planning respects the rights of everyone. Public participation leads to more thoughtful and enduring planning, and builds more public support for plans.

We have authored the enclosed model property rights element for Florida comprehensive plans in collaboration with faculty at the University of Florida so that you can underscore your commitment to property rights and public participation. This model property rights element meets the applicable standards of the Community Planning Act. But it does more. With this element, your city or county can affirm its support for the rights of all people to participate in the planning decisions you make that affect their lives and property.

If you have further questions about this proposed element, please contact 1000 Friends of Florida Policy & Planning Director Jane West at jwest@1000fof.org or 904-671-4008. A downloadable version of this document is available at www.1000fof.org/property-rights.

Sincerely,

A handwritten signature in black ink that reads "Paul Owens".

Paul Owens, President

Adoption Guide

We all rely on local government plans in different ways.

- *Residents* of any community have chosen to live there—and often have bought a home, the most significant financial decision many people make—because of things local governments address, like the condition of streets and parks, the proximity to daily needs, and community safety.
- *Businesses* locate in a community for its resources. They care about human assets, like customers and workers. And they care about physical assets like public infrastructure and the environment. From farmers to tech companies, businesses rely on local government plans so they can count on these resources being available.
- Finally, *real estate investors* study local government rules so they can make financial plans and accurately evaluate investment opportunities. For investments in real estate to have low risk, local governments need to protect and improve the quality of a community over time.

Land values reflect how desirable a community is in many ways. Regulating land use and protecting property rights are not conflicting goals. Rather, local government rules generally create value in property and bring stability to real estate markets. Rules that benefit the public also protect property rights.

Still, *a local government's process for regulating land* greatly impacts real estate markets and property rights. Transparency, predictability, and reliability are three strategies for implementing land use rules in a way that benefits people and respects property rights.

- *Transparency* means people can see and participate in processes for developing rules.
- *Predictability* means a local government follows rules that are clear and unambiguous. Real estate investors should be able to read rules and know whether local government will permit a development proposal. Residents should be able to read rules and then know what kind of development will occur in their community.
- *Reliability* means a local government follows through on its commitments. Cities and counties should make realistic plans and should follow them. And local governments should only change their plans after thorough consideration leads to strong support. When a government is reliable, people can make long-term investments in the community—one key to a successful local economy.

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Adoption Guide *continued*

The property rights element

The property rights element attached includes three objectives addressing property rights.

- **Objective 1** identifies specific property rights and states that local government will respect them.
- **Objective 2** identifies the rights of people to participate in decisions that affect their lives and property. The objective provides standards for local government decisions to be *transparent* in respect for this right.
- **Objective 3** provides standards for local government decision-making to be *reliable* and *predictable* to promote sound, long-term investments in a community.

The following paragraphs explain each of these objectives, and their policies, in more detail.

Objective 1—Respect property rights

Florida Statutes provide the language of objective 1 and of policies 1.1 through 1.4 as possible language local governments can adopt to meet the statutory requirement to have a property rights element. See Fla. Stat. § 163.3177(6)(i) (2021). Adopting objective 1 alone would meet the minimum statutory standard of having a property rights element in a comprehensive plan.

Objective 2—Transparency

Florida law recognizes the due process rights of people who are parties to many local government land use decisions. See *Brevard Cnty. v. Snyder*, 627 So. 2d 469 (Fla. 1993) and *Jennings v. Dade Cnty.*, 589 So. 2d 1337 (Fla. 3d DCA 1991). Due process rights are rights to have government make decisions in a certain way when those decisions affect other rights, like the right to property.

Courts have recognized due process rights in Florida land use hearings including the right to receive notice, the right to be heard, the right to present or rebut evidence, and the right to be informed of all facts on which a local government bases its decision. *Jennings* at 1340. Objective 2 includes four policies that clearly identify what decisions a local government will make in a hearing, who will get to participate in that hearing, and what process the local government will use to protect the rights of participants.

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Adoption Guide *continued*

State law does not require a local government to adopt objective 2 and a local government could adopt this property rights element with or without objective 2 and its comprehensive plan could still comply with state law. Adopting objective 2, however, establishes clear standards to make planning and development decisions more *transparent*.

Here are summaries of and notes on each of the four policies in objective 2.

- **Policy 2.1** identifies those decisions a local government will make according to objective 2. The decisions are: comprehensive plan amendments, rezonings, and development approvals of a certain size or requiring a variance or an exception. A variance is permission to not follow land use rules a government may grant when following those rules would create a hardship. *Josephson v. Autrey*, 96 So. 2d 784 (Fla. 1957). An exception is permission to not follow a general land use rule when a development proposal meets certain predetermined standards. 7 Fla. Jur. 2d *Building, Zoning, and Land Controls* § 245 (2020).

The threshold sizes that Policy 2.1 provides for development to be subject to objective 2 should vary depending on the needs of each city or county. Policy 2.1 presents these thresholds in brackets so a local government can easily identify them and change them to match local needs.

- Policy 2.2 includes two subparagraphs. Subparagraph A identifies who may participate in a hearing. Subparagraph A calls a person who may participate an “affected person.” The explanation of who is an affected person generally follows the definition of “aggrieved or adversely affected party” in the Community Planning Act. FLA. STAT. § 163.3215(2). The explanation of who is an affected person also includes associations representing the interests of their members. This inclusion of associations generally follows the Florida Supreme Court standard for associational standing. *Fla. Home Builders Ass’n v. Dep’t of Lab. & Emp. Sec.*, 412 So. 2d 351, 353-54 (Fla. 1982).

Subparagraph B identifies some of the procedural due process rights that Florida courts have recognized parties to some land use hearings have. See *Jennings v. Dade Cnty.*, 589 So. 2d 1337, 1340 (Fla. 3d DCA 1991).

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Adoption Guide *continued*

- **Policy 2.3** requires a local government to mail notice of hearings when those hearings relate to a specific property.

Policy 2.3 sets a threshold distance from the specific property that the local government will use to identify the residents and property owners to whom the local government will mail notice. This threshold distance should vary depending on the needs of each city or county that adopts the property rights element. Policy 2.3 presents this threshold in brackets so a local government can easily identify it and change it to match local needs.

- **Policy 2.4** requires an applicant to hold a public pre-application meeting. State law does not require public pre-application meetings for planning and development decisions. However, informing the public early about planned changes to their community is a best practice that many recognize.

For example, the 1000 Friends of Florida Citizen Planning Bill of Rights calls for applicants to “conduct workshops with citizens to identify all issues of concern prior to any public hearing.” Citizen Planning Bill of Rights, 1000 Friends of Florida, 1000fof.org/citizens/bill/ (last visited July 11, 2021).

Also, the American Institute of Certified Planners requires planners to “provide timely, adequate, clear, and accurate information on planning issues to all affected persons” and to “give people the opportunity to have a meaningful impact on the development of plans and programs that may affect them.” AICP Code of Ethics and Professional Conduct, American Institute of Certified Planners (April 1, 2016).

Policy 2.4 sets a threshold distance from the specific property that the applicant will use to identify the residents and property owners the applicant will invite to the public pre-application meeting. This threshold distance should vary depending on the needs of each community that adopts the property rights element. Policy 2.4 presents this threshold in brackets so a local government can easily identify it and change it to match local needs.

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Adoption Guide *continued*

Objective 3

Objective 3 includes three policies that provide special procedural standards for certain local government decisions. State law does not require a local government to adopt objective 3 and a local government could adopt this property rights element with or without objective 3 and its comprehensive plan could still comply with state law. Adopting objective 3, however, establishes clear standards to make planning and development decisions more *predictable* and *reliable*. The 1000 Friends of Florida Citizen Planning Bill of Rights recommends the standards included in objective 3.

Here are summaries of and notes on each for the three policies in objective 3.

- **Policy 3.1** identifies those decisions a local government will make according to objective 3. The decisions are comprehensive plan amendments and rezonings.
- **Policy 3.2** requires a local government to make some decisions by a majority-plus-one vote. The 1000 Friends of Florida Citizen Planning Bill of Rights says, “In order to protect the integrity of the comprehensive plan, a ‘super majority’ vote should be required for proposed changes that directly affect the community’s unique sense of place. ... Changes to such important policies should have the highest level of support and require the consent of more than a simple majority of elected officials.” Citizen Planning Bill of Rights, 1000 Friends of Florida, 1000fof.org/citizens/bill/ (last visited July 11, 2021).
- **Policy 3.3** requires a local government to make some decisions only after the proposed decision, and information supporting it, have been available to the public for ten days. The 1000 Friends of Florida Citizen Planning Bill of Rights says publishing information regarding important decisions well before a hearing “allows citizens, commissioners, and others to fairly evaluate the document with data and analysis and not be subject to an endless ‘shell game’ of last-minute changes.” *Id.*

Model Element

**Ordinance No. < Ordinance Number>
An Ordinance Of The <Local Government Name>
Amending the Comprehensive Plan by Adding a
New Property Rights Element.**

WHEREAS, Section 163.3167, Florida Statutes, requires <local government name> to maintain a comprehensive plan to guide its future development and growth; and

WHEREAS, Section 163.3177(6)(i)1., Florida Statutes, requires the <local government name> comprehensive plan to include a property rights element; and

WHEREAS, <local government name> respects judicially acknowledged and constitutionally protected private property rights; and

WHEREAS, <local government name> respects the rights of all people to participate in land use planning processes; and

WHEREAS, this ordinance will amend the comprehensive plan by adding a property rights element;

NOW, THEREFORE, BE IT ORDAINED BY THE <GOVERNING BODY NAME>:

SECTION 1. The <local government name> comprehensive plan is amended by adding the property rights element attached as EXHIBIT A and made a part of this ordinance as if set forth in full.

PASSED AND ADOPTED this _____ day of _____, _____.

<Appropriate official name and title>

Attest:

<Appropriate official name and title>

Approved as to form and legality:

<Appropriate official name and title>

This ordinance passed on transmittal (first) reading this _____ day of _____, _____.

This ordinance passed on adoption (second) this _____ day of _____, _____.

Exhibit A

Goal <Local government name> will making planning and development decisions with respect for property rights and with respect for people's rights to participate in decisions that affect their lives and property.

Objective 1 < Local government name> will respect judicially acknowledged and constitutionally protected private property rights.

Policy 1.1 < Local government name> will consider in its decision-making the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy 1.2 < Local government name> will consider in its decision-making the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 1.3 < Local government name> will consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy 1.4 < Local government name> will consider in its decision-making the right of a property owner to dispose of his or her property through sale or gift.

Objective 2 People have the right to participate in planning and development decisions that affect their lives and property. <Local government name> decision-making will be transparent so that all people may participate in decisions that affect their lives and property. Policies 2.1 through 2.4 provide minimum standards for some planning and development decisions. Land development regulations may provide for additional processes and standards.

Policy 2.1 Decisions for which <local government name> must follow policies 2.2 through 2.4. <Local government name> must follow the procedures in policies 2.2 through 2.4 when <local government name>: amends this comprehensive plan; changes the zoning designation of property; or approves a development order for more than [9] residential dwelling units, for more than [9,999] square feet of non-residential development, governing more than [5] acres of land, requiring a variance, or requiring an exception.

Policy 2.2 Public hearing necessary. A decision policy 2.1 identifies must occur in a public hearing meeting the standards of this policy.

continued on next page

Exhibit A *continued*

A. Any affected person may participate. <Local government name> recognizes that planning and development decisions affect complex systems and have impacts that occur beyond the site of development. Any affected person may participate in and be a party to a hearing on a decision this policy governs. An affected person is any person or local government that will suffer an adverse effect to an interest protected or furthered by this comprehensive plan, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, and environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large. An owner, developer, or applicant for a development order is an affected person. An association representing the interest of one or more members when the interest is within the association's general scope of interest and activity is an affected person.

B. An affected person's right to be heard. <Local government name> recognizes that it should make planning and development decisions in response to true and accurate information. In all decisions this policy governs, <local government name> will provide every affected person an equal opportunity to be heard, to present and rebut evidence, and to be informed of all information on which <local government name> bases its decision. <Local government name> will not grant any affected person a greater opportunity to be heard than another affected person. For example, no affected person, including an applicant for a development order, may present in a hearing for more time than <local government name> makes available to any other affected person.

Policy 2.3 <Local government name> must mail notice. <Local government name> recognizes that a person cannot participate in decisions about which they are unaware. In addition to providing notice as other laws require, when <local government name> makes a decision policy 2.1 identifies that relates to a piece or to pieces of real property that <local government name> can specifically identify, <local government name> will, at least 30 days before the hearing, mail notice of the hearing to the owners of real property and to residents within [1,320] feet of the real property to which the decision relates.

Policy 2.4 Public pre-application meeting. <Local government name> recognizes that planning and development decisions raise issues which <local government name> may not be capable of adequately addressing in a single hearing and that <local government name> will make the best decisions when every affected person has the opportunity to participate early and throughout the decision-making process. The applicant for a decision policy 2.1 identifies (or <local government name> if <local government name> initiates the decision-making process) must hold a public

continued on next page

Exhibit A *continued*

pre-application meeting prior to applying for or initiating the decision-making process. The party holding the meeting must request, at least 30 days before the meeting, that <local government name> provide notice of the meeting in the normal manner that <local government name> provides notice of public meetings and <local government name> will comply with this request. In addition, if a proposal relates to a piece or to pieces of real property that the party holding the meeting can specifically identify, then the party holding the meeting must, at least 30 days before the meeting, mail notice of the meeting to residents and to owners of real property within [1,320] feet of the real property to which the proposal relates. In the meeting, the party holding the meeting must: present its proposal, provide time for all people attending to ask questions and share their perspectives, and record notes which it will provide to <local government name> and which <local government name> will make a part of the record related to its decision on the proposal.

Objective 3 People rely on this comprehensive plan and on the zoning designations of properties when deciding how to use property. <Local government name> decision-making will be reliable and predictable to promote sound, long-term investments in the community. Policies 3.1 through 3.3 provide minimum standards for some planning and development decisions. Land development regulations may provide for additional processes and standards.

Policy 3.1 Decisions for which <local government name> must follow policies 3.2 and 3.3. <Local government name> must follow the procedures in policies 3.2 and 3.3 when <local government name> amends this comprehensive plan or changes the zoning designation of property.

Policy 3.2 Majority-plus-one vote required. <Local government name> may only make a decision policy 3.1 identifies by the affirmative vote of a majority plus one of the <local government governing body name (e.g. city commission or county commission)>.

Policy 3.3 Right to evaluate proposed decisions. <Local government name> respects the right of people, including elected officials, to fairly evaluate proposed decisions this objective governs. The <local government governing body name> may only make a decision policy 3.1 identifies ten or more days after <local government name> has made available to the public the specific decision the <local government governing body name> will consider and the written record which will support the <local government governing body name> decision. If <local government name (e.g. city commission or county commission)> adds information to the written record, or if the <local government governing body name> revises a proposed decision within ten days of a planned public hearing, the <local government governing body name> must postpone its decision until enough time has passed to satisfy this policy.

By the Committees on Rules; Judiciary; and Community Affairs;
and Senator Perry

595-03395-21

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A bill to be entitled

An act relating to growth management; amending s. 163.3167, F.S.; specifying requirements for certain comprehensive plans effective, rather than adopted, after a specified date and for associated land development regulations; amending s. 163.3177, F.S.; requiring local governments to include a property rights element in their comprehensive plans; providing a statement of rights which a local government may use; requiring a local government to adopt a property rights element by the earlier of its adoption of its next proposed plan amendment initiated after a certain date or the next scheduled evaluation and appraisal of its comprehensive plan; prohibiting a local government's property rights element from conflicting with the statement of rights contained in the act; amending s. 163.3237, F.S.; providing that the consent of certain property owners is not required for development agreement changes under certain circumstances; providing an exception; amending s. 337.25, F.S.; requiring the Department of Transportation to afford a right of first refusal to certain individuals under specified circumstances; providing requirements and procedures relating to the right of first refusal; amending s. 380.06, F.S.; authorizing certain developments of regional impact agreements to be amended under certain circumstances; providing retroactive applicability; providing a declaration of important state interest; providing an

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effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (3) of section 163.3167, Florida Statutes, is amended to read:

163.3167 Scope of act.—

(3) A municipality established after the effective date of this act shall, within 1 year after incorporation, establish a local planning agency, pursuant to s. 163.3174, and prepare and adopt a comprehensive plan of the type and in the manner set out in this act within 3 years after the date of such incorporation. A county comprehensive plan is controlling until the municipality adopts a comprehensive plan in accordance with this act. A comprehensive plan for a newly incorporated municipality which becomes effective ~~adopted~~ after January 1, 2016 ~~2019~~, and all land development regulations adopted to implement the comprehensive plan must incorporate each development order existing before the comprehensive plan's effective date, may not impair the completion of a development in accordance with such existing development order, and must vest the density and intensity approved by such development order existing on the effective date of the comprehensive plan without limitation or modification.

Section 2. Paragraph (i) is added to subsection (6) of section 163.3177, Florida Statutes, to read:

163.3177 Required and optional elements of comprehensive plan; studies and surveys.—

(6) In addition to the requirements of subsections (1)-(5),

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the comprehensive plan shall include the following elements:

(i)1. In accordance with the legislative intent expressed in ss. 163.3161(10) and 187.101(3) that governmental entities respect judicially acknowledged and constitutionally protected private property rights, each local government shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decisionmaking. A local government may adopt its own property rights element or use the following statement of rights:

The following rights shall be considered in local decisionmaking:

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or the use of any other person, subject to state law and local ordinances.

3. The right of a property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

4. The right of a property owner to dispose of his or her property through sale or gift.

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2. Each local government must adopt a property rights element in its comprehensive plan by the earlier of its adoption of its next proposed plan amendment that is initiated after July 1, 2021, or the next scheduled evaluation and appraisal of its comprehensive plan pursuant to s. 163.3191. If a local government adopts its own property rights element, the element may not conflict with the statement of rights provided in subparagraph 1.

Section 3. Section 163.3237, Florida Statutes, is amended to read:

163.3237 Amendment or cancellation of a development agreement.—A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest. A party or its designated successor in interest to a development agreement and a local government may amend or cancel a development agreement without securing the consent of other parcel owners whose property was originally subject to the development agreement, unless the amendment or cancellation directly modifies the allowable uses or entitlements of such owners' property.

Section 4. Subsection (4) of section 337.25, Florida Statutes, is amended to read:

337.25 Acquisition, lease, and disposal of real and personal property.—

(4) The department may convey, in the name of the state, any land, building, or other property, real or personal, which was acquired under subsection (1) and which the department has determined is not needed for the construction, operation, and maintenance of a transportation facility. When such a

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determination has been made, property may be disposed of through negotiations, sealed competitive bids, auctions, or any other means the department deems to be in its best interest, with due advertisement for property valued by the department at greater than \$10,000. A sale may not occur at a price less than the department's current estimate of value, except as provided in paragraphs (a)-(d). The department may afford a right of first refusal to the local government or other political subdivision in the jurisdiction in which the parcel is situated, except in a conveyance transacted under paragraph (a), paragraph (c), or paragraph (e). Notwithstanding any provision of this section to the contrary, before any conveyance under this subsection is made, except a conveyance under paragraph (a) or paragraph (c), the department shall first afford a right of first refusal to the previous property owner for the department's current estimate of value of the property. The right of first refusal must be in writing and sent to the previous owner via certified mail or hand delivery, which is effective upon receipt. The right of first refusal must provide the previous owner with a minimum of 30 days to exercise the right in writing and must be sent to the originator of the offer by certified mail or hand delivery, which is effective upon dispatch. If the previous owner exercises his or her right of first refusal, the previous owner has a minimum of 90 days to close on the property. The right of first refusal set forth in this subsection may not be required for the disposal of property acquired more than 10 years before the date of disposition by the department.

(a) If the property has been donated to the state for transportation purposes and a transportation facility has not

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146 been constructed for at least 5 years, plans have not been
147 prepared for the construction of such facility, and the property
148 is not located in a transportation corridor, the governmental
149 entity may authorize reconveyance of the donated property for no
150 consideration to the original donor or the donor's heirs,
151 successors, assigns, or representatives.

152 (b) If the property is to be used for a public purpose, the
153 property may be conveyed without consideration to a governmental
154 entity.

155 (c) If the property was originally acquired specifically to
156 provide replacement housing for persons displaced by
157 transportation projects, the department may negotiate for the
158 sale of such property as replacement housing. As compensation,
159 the state shall receive at least its investment in such property
160 or the department's current estimate of value, whichever is
161 lower. It is expressly intended that this benefit be extended
162 only to persons actually displaced by the project. Dispositions
163 to any other person must be for at least the department's
164 current estimate of value.

165 (d) If the department determines that the property requires
166 significant costs to be incurred or that continued ownership of
167 the property exposes the department to significant liability
168 risks, the department may use the projected maintenance costs
169 over the next 10 years to offset the property's value in
170 establishing a value for disposal of the property, even if that
171 value is zero.

172 (e) If, at the discretion of the department, a sale to a
173 person other than an abutting property owner would be
174 inequitable, the property may be sold to the abutting owner for

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the department's current estimate of value.

Section 5. Paragraph (d) of subsection (4) of section 380.06, Florida Statutes, is amended to read:

380.06 Developments of regional impact.—

(4) LOCAL GOVERNMENT DEVELOPMENT ORDER.—

(d) Any agreement entered into by the state land planning agency, the developer, and the local government with respect to an approved development of regional impact previously classified as essentially built out, or any other official determination that an approved development of regional impact is essentially built out, remains valid unless it expired on or before April 6, 2018, and may be amended pursuant to the processes adopted by the local government for amending development orders. Any such agreement or amendment may authorize the developer to exchange approved land uses, subject to demonstrating that the exchange will not increase impacts to public facilities. This paragraph applies to all such agreements and amendments effective on or after April 6, 2018.

Section 6. The Legislature finds and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

October 29, 2021

The Honorable Eula R. Clarke
Mayor, City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994

Dear Mayor Clarke:

The Department of Economic Opportunity ("Department") has reviewed the City of Stuart's proposed comprehensive plan amendment (Amendment No. 21-03ESR), received on September 30, 2021, pursuant to the expedited state review process in Section 163.3184(2) - (3), Florida Statutes (F.S.). We have identified a comment related to adverse impacts to important state resources and facilities within the Department's authorized scope of review. The Agency's comment regarding these amendments are attached to this letter.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

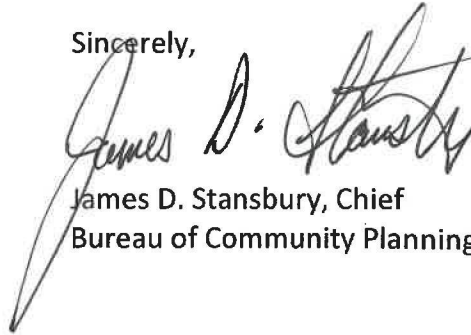
The Honorable Eula R. Clarke

October 29, 2021

Page 2 of 2

If you have any questions concerning this review, please contact Melissa Corbett, Planning Analyst, by telephone at (850) 717-8505 or by email at Melissa.Corbett@deo.myflorida.com.

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Stansbury". The signature is fluid and cursive, with a large initial "J" and "S".

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/ mc

Enclosure(s): Procedures for Adoption

cc: Erin Wohlitka, Senior Planner, City of Stuart

Thomas Lanahan, Executive Director, Treasure Coast Regional Planning Council

Agency's comments

Section 163.3177(6)(i)1., F.S. (Ch. 2021-195, Laws of Fla.), requires each local government to include a property rights element in its comprehensive plan. The local government has proposed its own property rights element instead of the statement of rights provided by Section 163.3177(6)(i)1., F.S. The proposed property rights element limits the consideration of property rights matters to "planning and development decisions" as opposed to considering them in all local decision making.

Prior to adoption, the proposed amendment must be revised to consider private property rights in all of the City's local decision making.

Please be advised the property rights element adopted by the local government may not conflict with the statement of rights provided under Section 163.3177(6)(i)1., F.S. To ensure the adopted language does not conflict, the Department recommends that the local government consult with its legal department.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (<https://floridajobs.secure.force.com/cp/>) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION**

Meeting Date: 12/13/2021

Prepared by: Kev Freeman

Title of Item:

ABANDONMENT OF A PORTION RIGHT-OF-WAY BETWEEN S.E. 5TH STREET AND S.E. STYPMANN BOULEVARD (RC):

ORDINANCE No. 2476-2021; 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. 5TH STREET AND S.E. STYPMANN BOULEVARD, WHICH IS MORE FULLY DEPICTED IN EXHIBIT "A" ATTACHED HERETO, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City is evaluating certain public right-of-ways throughout the City, which it no longer maintains or has need for to determine if abandonment is appropriate. The public right-of-way that lies between S.E. 5th Street and S.E. Stypmann Boulevard, within the City limits meets the criteria for City initiated abandonment. The criteria used evaluates maintenance, future need, utilities within right-of-way and staff experience.

Resolution 115 - 2021 approved by the City Commission at its regular meeting of November 8th, 2021 initiated the abandonment process.

This is a City initiated abandonment, no costs will be incurred by adjoining property owners who have been notified of this action.

Prior to the execution and recording of this Right of Way abandonment, the City of Stuart shall record a public utilities easement for all public utilities using the area described in Section 1 of this Ordinance on the date of its adoption.

Property owners will be required to grant a perpetual nonexclusive utility easement on, over and through the Easement Area for the purpose of installing, maintaining and/or repairing gas, electric, phone and cable utilities lines, pipes, services and all necessary appurtenances thereto.

Funding Source:

N/A

Recommended Action:

Motion to approve the abandonment and to require a utility easement to be recorded prior to execution of this Ordinance.

ATTACHMENTS:

Description	Upload Date	Type
▣ A1. Ordinance 2476-2021 ROW Abandonment	11/29/2021	Ordinance add to Y drive
▣ D.1 Example Utility Easement	11/29/2021	Backup Material
▣ D.2 Resolution 115-2021	11/29/2021	Backup Material



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

ORDINANCE NUMBER 2476-2021

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. 5TH STREET AND S.E. STYPMANN BOULEVARD, WHICH IS MORE FULLY DEPICTED IN EXHIBIT "A" ATTACHED HERETO, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City is evaluating certain public right-of-way throughout the City, which it no longer maintains or has need for to determine if abandonment is appropriate; and

WHEREAS, the public right-of-way that lies between S.E. 5TH Street and S.E. Stypmann Boulevard, within the City limits meets the criteria for City initiated abandonment; and

WHEREAS, at the public hearing to consider the requested abandonment the City Commission has determined that it is the best public interest that the said right-of-way be abandoned; and

WHEREAS, due to the City's desire to abandon the public right-of-way the privilege fee is to be waived.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA

ordains, as follows:

SECTION 1: That any interest vested with the City of Stuart in that certain right-of-way, as set forth as that portion of a platted alleyway, described as that property located within the STYPMANN PARK THIRD ADDN, adjoining LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 21, 22, 23, 24, 25, 26, 27 & 28, BLK 2, and depicted in **Exhibit “A”** attached hereto is hereby abandoned.

SECTION 2: Prior to the execution and recording of this Right of Way abandonment, the City of Stuart shall record a public utilities easement for all public utilities using the area described in Section 1 of this Ordinance on the date of its adoption.

SECTION 3: Conflicts. All ordinances or parts of ordinances in conflict herewith shall be repealed.

SECTION 4: Severability: If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

SECTION 5: Effective Date: This Ordinance shall become effective immediately upon adoption.

SECTION 6: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 60 days from the date of this approval, failing which this ordinance shall be void.

PASSED on First Reading this day of _____, 2021.

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

EULA R. CLARKE, MAYOR
MERRITT MATHESON, VICE MAYOR
REBECCA S. BRUNER, COMMISSIONER
TROY MCDONALD, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

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

ATTEST:

MARY R. KINDEL
CITY CLERK

EULA R CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

CITY'S ACKNOWLEDGMENT

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

(Notary Seal)

Signature of Notary Public
Printed Name: _____

Exhibit "A"

LOCATION

The Alley located within the STYPMANN PARK THIRD ADDN, adjoining LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 21, 22, 23, 24, 25, 26, 27 & 28, BLK 2.



Prepared by and return to:
Michael J. Mortell
City Attorney
City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994

EASEMENT AGREEMENT

This Easement Agreement ("Easement") is made this ____ day of _____, 2021, by and between CITY OF STUART, FLORIDA, a municipal corporation, 121 SW Flagler Avenue, Stuart, FL 34994 ("Grantee"), and _____, the fee simple owners, with _____, Stuart, FL 34994, the fee simple owner of the below described real property in Martin County, Florida ("Grantor"); and the

LEGAL DESCRIPTION attached hereto as Exhibit "A" (the "Real Property")

WITNESSETH:

The Grantor does hereby grant to the Grantee, a perpetual easement over, under and across:

Part of (LEGAL) as shown on the
attached exhibit "B" (the "Easement")

The Grantor does further grant a perpetual nonexclusive utility easement on, over and through the Easement Area for the purpose of installing, maintaining and/or repairing gas, electric, phone and cable utilities lines, pipes, services, and all necessary appurtenances thereto (the "Utility Easement" and collectively with the Access Easement, the "Easements"), subject to the covenants and conditions contained herein.

While the Easement shall remain unused by the Grantee, the Grantor agrees to keep the Easement free of overgrowth, and to maintain the same in a reasonable manner such that it shall not become a public nuisance, and shall otherwise conform to the provisions of the City Code, subject only to the Grantee's use; and

The Grantor agrees that it shall not cause any obstruction to the Easement that would prevent the Grantee from its reasonable use, and that any such obstruction may be removed by the Grantee, without notice to the Grantor; and

Upon its use by the Grantee, the Grantee agrees to continually maintain, and if necessary restore the Easement to at least as good a condition as upon its acceptance, fair wear and tear excepted; and

Notwithstanding the rights granted herein, this Easement may be extinguished by affirmative vote of the City Commission, and the recording of an appropriate document in the Public Records of Martin County, Florida, and relinquishing all rights of the Grantee.

WITNESSES AS TO BOTH:

GRANTORS:

WITNESSES AS TO BOTH

GRANTEE:

CITY OF STUART, FLORIDA

_____, Mayor

Mary Kindel, City Clerk

--ACKNOWLEDGEMENTS ON NEXT PAGE----

STATE OF FLORIDA)
COUNTY OF MARTIN)

The foregoing EASEMENT AGREEMENT was acknowledged before me this _____ day
of _____ 2021 by _____, who are personally known to me or
who have produced _____ as identification.

NOTARY SEAL

(signature)
Notary Name: _____
Notary Public, State of Florida

STATE OF FLORIDA)
COUNTY OF MARTIN)

The foregoing EASEMENT AGREEMENT was acknowledged before me this _____ day
of _____ 2021 by _____ and Mary Kindel, the Mayor and City
Clerk, respectively, of the City of Stuart, Florida, and who are personally known to me.

NOTARY SEAL

Notary Public, State of Florida



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 115-2021

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 NOVEMBER 22, 2021 AT 5:30 PM, AND DECEMBER 13, 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 LAND, WHICH LIES BETWEEN S.E. 5TH STREET AND S.E. STYPMANN BLVD, WHICH IS MORE FULLY DEPICTED IN EXHIBIT "A" ATTACHED HERETO; 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 agree to abandon a portion of public right-of-way, which lies between S.E. 5th Street and S.E. Stypmann Blvd, within the City limits, and to set public hearings before the City Commission at its regular meeting on November 22, 2021 at 5:30 and December 13, 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: The subject ROW being identified in Exhibit "A" and described as that property located within the STYPMANN PARK THIRD ADDN, adjoining LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 21, 22, 23, 24, 25, 26, 27 & 28, BLK 2.

SECTION 3: This resolution shall take effect upon adoption.

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

EULA R. CLARKE, MAYOR
MERRITT MATHESON, VICE MAYOR
BECKY BRUNER, COMMISSIONER
TROY MCDONALD, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 8th day of November, 2021.

ATTEST:

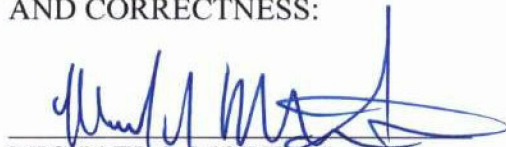


MARY R. KINDEL
CITY CLERK



EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

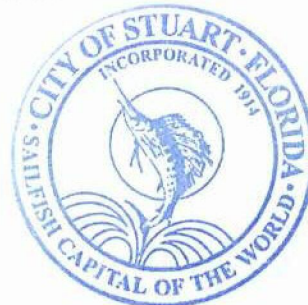
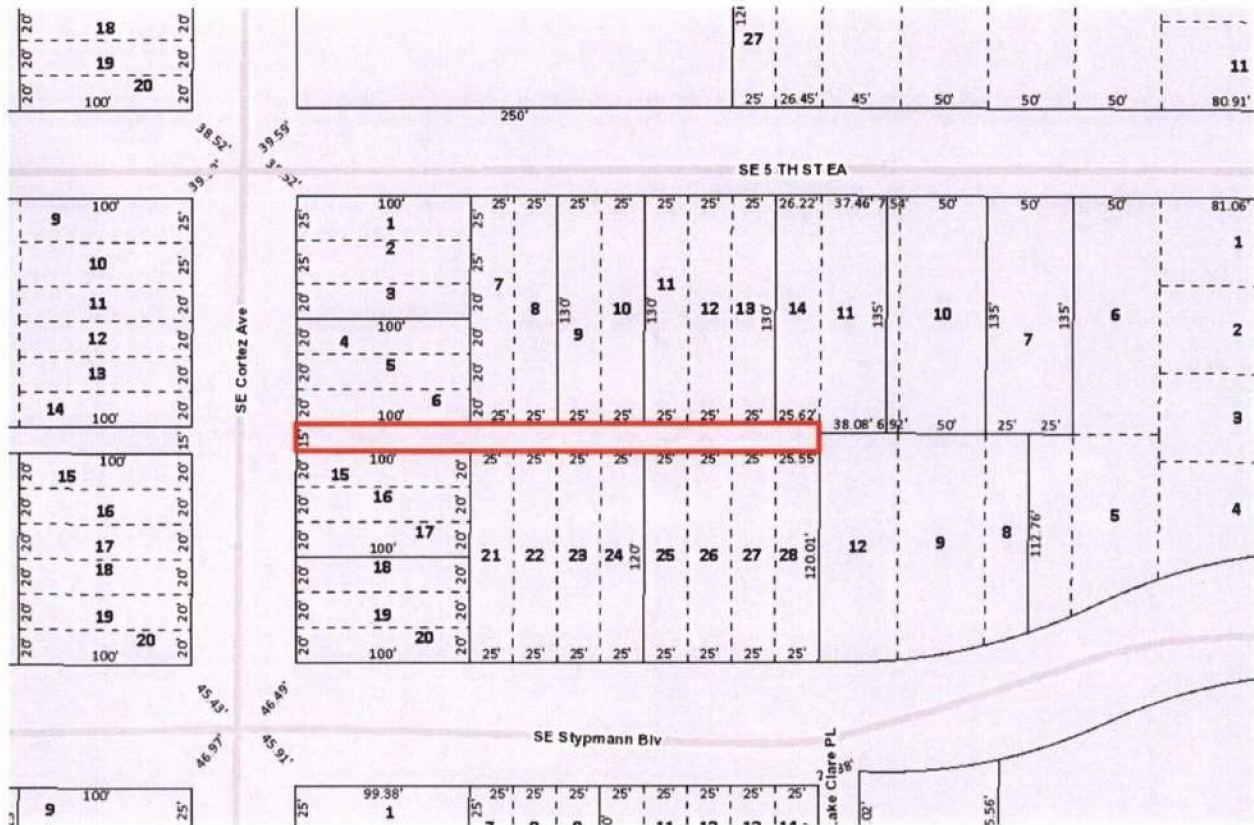


EXHIBIT "A"

LOCATION

The Alley located within the STYPMANN PARK THIRD ADDN, adjoining LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 21, 22, 23, 24, 25, 26, 27 & 28, BLK 2.



CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/13/2021

Prepared by: David Dyess, City Manager

Title of Item:

THREE HOUR PARKING DISTRICT CHANGE (RC):

ORDINANCE No. 2477-2021; AN ORDINANCE OF THE CITY OF STUART, FLORIDA; AMENDING THE CODE OF ORDINANCES AT CHAPTER 40 ARTICLE II, SEC. 40-43; PROVIDING FOR A REVISION/AMENDMENT TO THE 3 HOUR DOWNTOWN PARKING DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ALL ORDINANCE IN CONFLICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

SECOND READING

No Changes, passed on first reading

FIRST READING

This ordinance modification adds parking spaces to the existing Downtown Parking District. The location often gets vehicles that park long term and are often staff from surrounding businesses. The three hour parking time will allow ample time for park visitors and patrons to have parking and enjoy the area, while the longer term parking for the staff and vendors still exist south of the circle area.

Funding Source:

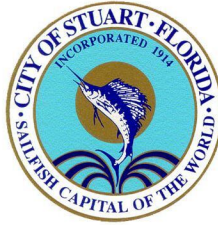
N/A

Recommended Action:

Motion to approve ordinance 2477-2021

ATTACHMENTS:

	Description	Upload Date	Type
▣	Ordinance 2477-2021 Downtown Parking District	12/2/2021	Ordinance add to Y drive
▣	Map of parking area	11/9/2021	Backup Material



**BEFORE THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA**

ORDINANCE NUMBER 2477-2021

AN ORDINANCE OF THE CITY OF STUART, FLORIDA; AMENDING THE CODE OF ORDINANCES AT CHAPTER 40 ARTICLE II, SEC. 40-43; PROVIDING FOR A REVISION/AMMENDMENT TO THE 3 HOUR DOWNTOWN PARKING DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ALL ORDINANCE IN CONFLICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City Code of Ordinances, Sec. 40-43 Three-hour parking district created; prohibition; penalty prohibits certain activities as described therein; and

WHEREAS, the City Commission desires to amend the City Code to add new 3- hour parking spaces in the downtown district.

WHEREAS, the City Commission finds that it is in the interest of the health, safety and welfare of city residents to establish parking spaces for 3 hour parking in the downtown district.

NOW THEREFORE, be it ordained by the City Commission of the City of Stuart, as follows:

SECTION 1. Chapter 40, Article II, Section 40-43, Three-hour parking district—Created; prohibition; penalty. ,of the Code of Ordinances, City of Stuart, Florida, is hereby amended as follows:

Sec. 40-43. Three-hour parking district—Created; prohibition; penalty.

- (a) There is hereby created the three-hour parking district in the downtown district of the city which shall consist of the following streets and segments of streets, and of all on-street and off-street parking spaces which are or may be hereafter designated thereon by the city:

Street	From	To
SW St Lucie Av.	SW Flagler Av.	St. Lucie River
SE Seminole St.	SW St Lucie Av.	SE Detroit Av.
SE Osceola St.	SW St Lucie Av.	SE Detroit Av.
SW Flagler Av. (E Side)	SW St Lucie Av.	S. Colorado Av.
<u>SW Flagler Av.</u>	<u>Parking lot circle at north end of Flagler Park (all marked spots)</u>	
SE Ocean Bv.	S Colorado Av.	SE Detroit Av.
S Colorado Av.	SW Flagler Av.	St. Lucie River
SE Denver Av.	SE Ocean Bv.	SE Seminole St.
SE Detroit Av.	SE Ocean Bv.	St. Lucie River

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3: If any section, sentence, clause, phrase or word of this ordinance is for any reason declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance and the remaining portions shall be deemed and held to be valid.

SECTION 4: The provisions of Section 1 of this ordinance shall be codified.

SECTION 5: This ordinance shall take effect immediately upon adoption.

Ordinance 2477-2021
Downtown 3 Hour Parking Change

Passed on first reading the 22 day of November, 2021.

Commissioner _____ offered the foregoing Ordinance and moved its adoption.

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

EULA R. CLARKE, MAYOR
MERRITT MATHESON, VICE MAYOR
BECKY BRUNER, COMMISSIONER
TROY MCDONALD, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

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

ATTEST:

MARY R. KINDEL
CITY CLERK

EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY



CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/13/2021

Prepared by: Tom Reetz

Title of Item:

AMENDMENT TO THE LAND DEVELOPMENT CODE TO INCORPORATE TREE REMOVAL PENALTIES (RC):

ORDINANCE No. 2478-2021; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE EXISTING SECTION OF CHAPTER V RESOURCE PROTECTION STANDARDS OF THE CITY'S LAND DEVELOPMENT CODE, ESTABLISHING "PENALTIES FOR VIOLATIONS" FOR THE REMOVAL OF TREES IN VIOLATION OF THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

At the time of creation of this agenda item for First Reading, the Local Planning Agency had not yet met. The LPA's recommendation will be made available to the Commission prior to tonight's meeting.

The City Commission directed staff to formulate a range of penalties for the removal of trees in violation of the City's Land Development code.

Ordinance 2478-2021 proposes to amend Chapter 5 "Resource Protection Standards" by establishing Section 5.05.08 "Penalties for Violations". The language in the amendment contains graduated monetary penalties based on the diameter at breast height DBH for trees ranging from 5 (five) to 30 (thirty) plus inches. When a violation is found, the City's Development Director will notice to the alleged violator(s) citing the nature of the violation and direct that a fine be paid in accordance with the following schedule.

Failure to pay the fine shall be deemed a violation of the Code and enforceable through proceedings before the City Code Enforcement Board.

DIAMETER at BREAST HEIGHT	PENALTY
<i>caliper of tree 4.5 feet above grade</i>	
4.5-6 inches	\$2,500
6-10 inches	\$7,500
11-15 inches	\$15,000
16-20 inches	\$30,000
21-30 inches	\$45,000
30 + inches	\$75,000
Any tree designated 'Historic', as defined herein	\$75,000 plus \$2,500 per inch over inches

*Note; Historic tree means a tree which has been identified by the city commission to have special historic significance or that has achieved at least 50 percent of the DBH of the species as identified in the Florida Champion Trees of Florida database, maintained by the Forest Service, as amended, excluding invasive plant species as defined in the City's Land Development Code.

Appendix A of the City's Code of Ordinances will be updated with the Penalty table along with other necessary

housekeeping revisions at a later time.

HISTORY

In 2001, the Local Planning Agency considered similar amendment language to Chapter 5 Resource Protections, recommending then a flat penalty of \$7,500 per violation with penalty fees remaining the same for the removal of trees without a permit. Currently, the Land Development Code does not contain any section for Penalties for Violations of code.

Staff has researched other municipalities and found that the proposed penalties are somewhat comparable to enforcement regulations found elsewhere. Also, the cost to relocate two large Oak trees to Shepard's Park in the City was considered when determining penalties.

Most recently, trees were removed illegally at the approved Osprey Preserve development with no provision in the code for staff to formulate and enforce penalties. A stop work order was placed on the site by the City's building official. The developer who removed the trees and vegetation illegally proposed to replace the trees on site based on the Land Development Code's replacement ratio. The replacement and replanting of the preserve/buffer along with a monetary fine for trees/vegetation that would not fit on the site was accepted and approved by the Commission.

The proposed Land Development Code (LDC) text amendment will require public notice in the newspaper 10 days prior to second reading.

Funding Source:

N/A

Recommended Action:

Motion to recommend approval of Ordinance No. 2378-2021, text amendment to Chapter 5 Resource Protections standards contained in the City's Land Development Code.

ATTACHMENTS:

Description		Upload Date	Type
▣	A.1 Ord. 2478-2021 Penalties for Tree Removal - LDC text amendment	11/28/2021	Ordinance add to Y drive
▣	D.1 Ord. 1795-01 Withdrawn 07.09.01	11/28/2021	Backup Material
▣	D.2 Shepard Park Tree location cost	11/28/2021	Backup Material



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA
ORDINANCE NUMBER 2478-2021**

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE EXISTING SECTION OF CHAPTER V RESOURCE PROTECTION STANDARDS OF THE CITY'S LAND DEVELOPMENT CODE, ESTABLISHING "PENALTIES FOR VIOLATIONS" FOR THE REMOVAL OF TREES IN VIOLATION OF THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City Commission, has determined the need to establish a range of penalties for removal of any tree from any property in violation of Chapter V Resource Protection Standards of the City's Land Development Code; and

WHEREAS the purpose of this Land Development Code Amendment is to establish certain penalties for removal of trees in violation of the code; and

WHEREAS, the Land Development Code amendments were presented to the Local Planning Agency on 9th December, 2021; and

WHEREAS, the City Commission duly scheduled, advertised, and held a public hearing on __/__/__, to consider this ordinance and provide for full public participation in the Land Development Code amendment process.

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

SECTION 1: CHAPTER V 'Resource Protection Standards of Stuart Land Development

Code is amended to read as follows:

CHAPTER V : RESOURCE PROTECTION STANDARDS

SECTION 5.05.08 PENALTIES FOR VIOLATIONS

Except as otherwise provided in this Code, each violation of the provisions of this Code chapter that involves more than 1,500 square feet of land shall be deemed a separate violation. The owner of the real property as well as the person who caused the violation to occur shall be deemed the alleged violators.

The Stuart Code Enforcement Board may determine in a proper case that a violation of any provision of this chapter may be irreparable or irreversible in nature pursuant to F.S. chapter 162. Accordingly, said Board shall have the authority to impose a fine of up to \$5,000 for each violation found.

Upon a finding by the City Development Director that a violation has occurred, notice of the violation shall be provided to the alleged violator(s) that specifies the nature of the violation and directs that a fine be paid in accordance with the following schedule.

Failure to pay the fine as directed by the City Development Director shall be deemed a violation of this Code enforceable through proceedings before the City Code Enforcement Board.

Any person who removes any tree from any property in violation of this Code shall be subject to the following penalties:

DIAMETER at BREAST HEIGHT	PENALTY
<i>caliper of tree 4.5 feet above grade</i>	
4.5-6 inches	\$2,500
6-10 inches	\$7,500
11-15 inches	\$15,000
16-20 inches	\$30,000
21-30 inches	\$45,000
30 + inches	\$75,000
Any tree designated 'Historic', as defined herein	\$75,000 plus \$2,500 per inch over inches

Monies shall be paid to the City and failure to make payment shall be deemed a violation of this Code. Unless and until paid, the Development Department may withhold the issuance of further development orders for development on the subject property including building permits and certificates of occupancy.

SECTION 2: Section 5.05.08 Penalties for Violations of the Stuart Land Development Code, is amended as follows:

CHAPTER 5 PENALTIES FOR VIOLATIONS

5.05.08 Tree Removal; Penalties for Violations.

A. A tree removal permit must be issued by the City Development Department for work undertaken pursuant to this Chapter V of this Code.

B. Any person who removes any tree from any property in violation of this Code shall be subject to the following penalties:

DIAMETER at BREAST HEIGHT	PENALTY
<i>caliper of tree 4.5 feet above grade</i>	
4.5-6 inches	\$2,500
6-10 inches	\$7,500
11-15 inches	\$15,000
16-20 inches	\$30,000
21-30 inches	\$45,000
30 + inches	\$75,000
Any tree designated 'Historic', as defined herein	\$75,000 plus \$2,500 per inch over inches

C. Monies shall be paid to the City and failure to make payment shall be deemed a violation of this Code. Unless and until paid, the Development Department may withhold the issuance of further development orders for development on the subject property including building permits and certificates of occupancy.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any section, sentence, clause, phrase or word of this ordinance is for any reason declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance and the remaining portions shall be deemed and held to be valid.

SECTION 5: The provisions of this ordinance shall be codified.

SECTION 6: Upon complete execution of this Ordinance, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

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

Commissioner _____ offered the foregoing Ordinance and moved its adoption.

The motion was seconded by Commissioner _____ and upon being put to a roll call

vote, the vote was as follows:

EULA R. CLARKE, MAYOR
MERRITT MATHESON, VICE MAYOR
BECKY BRUNER, COMMISSIONER
TROY MCDONALD, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

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

ATTEST:

MARY R. KINDEL
CITY CLERK

EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY'S ACKNOWLEDGMENT

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

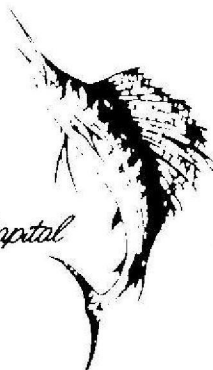
(Notary Seal)

Signature of Notary Public

Printed Name: _____

City of Stuart

Sealfish Capital of the World



Withdrewn 7/9/01
☐ *D*

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 1795 - 01

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RELATING TO PENALTIES FOR A VIOLATION OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING SPECIFIC PENALTIES FOR THE REMOVAL OF TREES IN VIOLATION OF THE CODE; PROVIDING FOR A SEVERABILITY CLAUSE, A CONFLICTS CLAUSE AND A CODIFICATION CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: CHAPTER V of the Stuart Land Development Code, being Ordinance No. 1185 of the City Commission of the City of Stuart, Florida, as amended, is amended to read as follows:

CHAPTER V RESOURCE PROTECTION STANDARDS

* * * * *

5.07.00 PENALTIES FOR VIOLATIONS

Except as otherwise provided in this Code, eEach violation of the provisions of this Code chapter that involves more than 1,500 square feet of land shall be deemed a separate violation. The owner of the real property as well as the person who caused the violation to occur shall be deemed the alleged violators.

1 The Stuart Code Enforcement Board may determine in a proper case that a
2 violation of any provision of this chapter may be irreparable or irreversible in nature
3 pursuant to F.S. chapter 162. Accordingly, said Board shall have the authority to
4 impose a fine of up to \$5,000 ~~\$7,500.00~~ for each violation found.

5
6 Upon a finding by the City Development Director that a violation has occurred,
7 notice of the violation shall be provided to the alleged violator(s) that specifies the
8 nature of the violation and directs that a fine be paid in accordance with the following
9 schedule.

10
11 Failure to pay the fine as directed by the City Development Director shall be
12 deemed a violation of this Code enforceable through proceedings before the City Code
13 Enforcement Board.

14
15 Any person who removes any tree from any property in violation of this Code
16 shall be subject to the following penalties:

17

<u>DIAMETER at BREAST HEIGHT</u> <u>(caliper of tree 4.5 feet above grade)</u>	<u>PENALTY</u>
<u>4.5-6 inches</u>	<u>\$500</u>
<u>6-10 inches</u>	<u>\$1,500</u>
<u>11-15 inches</u>	<u>\$3,000</u>
<u>16-20 inches</u>	<u>\$6,000</u>
<u>21-30 inches</u>	<u>\$9,000</u>
<u>30 + inches</u>	<u>\$15,000</u>
<u>Any tree designated 'Historic', as</u> <u>defined herein</u>	<u>\$15,000 plus \$500 per inch over inches</u>

18
19 Monies shall be paid to the City and failure to make payment shall be deemed a
20 violation of this Code. Unless and until paid, the City may withhold the issuance of
21 further development orders for development on the subject property including building
22 permits and certificates of occupancy.

23
24 **SECTION 2:** CHAPTER XI of the Stuart Land Development Code, being
25 Ordinance No. 1185 of the City Commission of the City of Stuart, Florida, as amended,
26 is amended to read as follows:

27 **CHAPTER XI ADMINISTRATION AND ENFORCEMENT**

28 * * * * *

29
30
31 **11.03.09 Tree removal; Penalties for Violations.**

1 A. A tree removal permit must be issued by the City Development
2 Department for work undertaken pursuant to this Chapter V of this Code. Application
3 for such permit shall be on forms prescribed by the City Development Director. The fee
4 for such permit shall be set by the City Manager.

5
6 B. Any person who removes any tree from any property in violation of this
7 Code shall be subject to the following penalties:
8

<u>DIAMETER at BREAST HEIGHT</u> <u>(caliper of tree 4.5 feet above grade)</u>	<u>PENALTY</u>
<u>4.5-6 inches</u>	<u>\$500</u>
<u>6-10 inches</u>	<u>\$1,500</u>
<u>11-15 inches</u>	<u>\$3,000</u>
<u>16-20 inches</u>	<u>\$6,000</u>
<u>21-30 inches</u>	<u>\$9,000</u>
<u>30 + inches</u>	<u>\$15,000</u>
<u>Any tree designated 'Historic', as</u> <u>defined herein</u>	<u>\$15,000 plus \$500 per inch over inches</u>

9
10 C. Monies shall be paid to the City and failure to make payment shall be
11 deemed a violation of this Code. Unless and until paid, the City may withhold the
12 issuance of further development orders for development on the subject property
13 including building permits and certificates of occupancy.

14
15 SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby
16 repealed to the extent of such conflict.

17 SECTION 4: If any section, sentence, clause, phrase or word of this ordinance is
18 for any reason declared to be unconstitutional, inoperative or void, such holding shall
19 not affect the remaining portions of this ordinance and the remaining portions shall be
20 deemed and held to be valid.

21 SECTION 5: The provisions of this ordinance shall be codified.

22 SECTION 6: This ordinance shall take effect upon adoption.

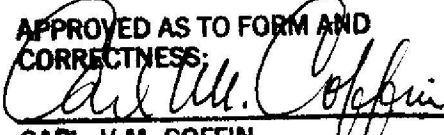
23 PASSED on first reading this 25th day of June, 2001.

24 ADOPTED on second reading this _____ day of July, 2001.

25 ATTEST:
26
27
28

29 _____
30 DIANNE M. O'DONNELL
CITY CLERK

GENE C. RIFKIN
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

CARL V.M. COFFIN
CITY ATTORNEY
12132021 CCM

City of Stuart
City Commission

AGENDA ITEM

MEETING DATE: June 25, 2001

PREPARED BY: Doug Schramm
Planner I

TITLE OF ITEM:

1745-01
Public Hearing: Request to consider proposed code amendment to Section 5.07.00 (Penalties for Violations) and Section 11.03.09 (Tree Removal) of the Land Development Regulations to modify the existing monetary penalty for the removal of a Specimen Tree and/or Historic Tree.

SUMMARY EXPLANATION/BACKGROUND INFORMATION:

In an effort to better protect our natural environment, staff feels the proposed code amendment to modify the current flat penalty (\$7500 per violation) for the illegal removal of a Specimen and/or Historic Trees to a graduated monetary penalty will provide a more equitable representation for a particular violation. Staff researched other municipalities and found that the proposed penalties are comparable to enforcement regulations found elsewhere. The overall intent of this provision is to preserve and protect trees within our community. All monies collected will be placed into a City Tree Trust and Restoration Fund. The monies to be placed into the fund will be designated for landscape improvements on City property.

LPA RECOMMENDATION:

The LPA approved the following code amendment 5-0 on March 15, 2001 and made the following recommendations:

- Penalty fees shall be the same for the removal of trees without a permit.
- Revise language regarding violation penalties.

NOTE: Staff considered the LPA Board's recommendation to have the penalty for the illegal removing of Historic and/or Specimen Trees and illegal grading, excavating, and/or clearing of land to remain the same in order to simplify the LDR. However, upon further research, staff feels that the penalty fees should not be the same due to the fact that trees are of greater value and are deemed irreplaceable. It is clearly not the City's intention to "make money", but it is clearly the City's goal to deter such illegal activities and preserve our natural environment.

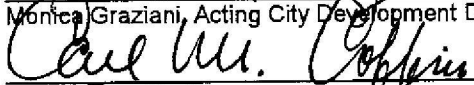
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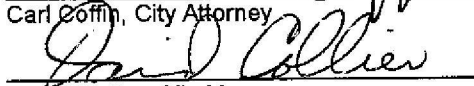
- Proposed ~~strike through~~ and underline revisions to the Land Development Regulations
- Ordinance

DEPARTMENT HEAD RECOMMENDATION:

Approve proposed text amendment


 Monica Graziani, Acting City Development Director


 Carl Coffin, City Attorney


 David Collier, City Manager

6-18-01
 Date
 6/18/01
 Date
 6/19/01
 Date

1. ORDINANCE WITHDRAWN 7/9/01

City of Stuart- Shepard Park Live Oaks

Urban Forestry Works proposes to supply, deliver and install (2) 14" caliper live oaks 30'x30' at Shepard Park in Stuart, FL. The trees have been root pruned and are ready to be transplanted. Trees will be dug and transplanted using a 7'x7' LTTS Box. UFW will supply trucking, equipment, supplies and labor associated with installation.

(2) 14" caliper live oaks delivered and installed: \$13,500 per tree

Total: \$27,000

- Pricing includes the tree, freight to job site, and equipment including a 75 ton crane.
- UFW will install anchoring system on each tree and will provide 70% sand/30% topsoil backfill mix.
- UFW would request that the city provide permanent irrigation after trees are installed. The trees require 125g of water per day, (4) popup spray heads, and (4) run times per day totaling 125g of water per day.
- UFW would require a 14'x10' planting hole, free of utilities and restrictions.

Notice of Intent to Award a Single Source Procurement

Date: June 4, 2021

Subject:

- Two (2) 14" caliper Southern Live Oaks, '*Quercus virginiana*' that average 35'tall x30' wide. Must be unique specimen (natural character) root pruned Live Oak with interlocking limb characteristics.
- Price includes the tree, freight, and installation with equipment (75-ton crane), anchoring system, and amended soils (70% and/30% topsoil). Must be transported in steel boxes or similar root ball protection system.
- Must transport oaks and cover the recently poured pervious pavement with plyboard to protect surface from damage.

Written Response Due: June 11, 2021

Time: 5:00 PM

E-mail Address: aknofla@ci.stuart.fl.us

This is NOT a Request for Proposal and there is no solicitation available. The proposed Sole Source action is for product for which the City intends to negotiate and award with only one source under the authority of the City of Stuart, purchasing manual Section 15 and Florida State Statute 287.057(5)(3) c. Any response received as a result to this notice shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will NOT be considered as a bids, quotes, or proposals.

The City of Stuart, Florida intends to negotiate Sole-Source procurement to use the service of purchasing the subject trees. The City would procure these goods with Heaton Tree & Turf.

Interested vendors or individuals may identify their interest and capability to respond to the requirement by submitting in writing name, address, point of contact, telephone number, email address, and statement regarding capability to provide the requested. Interested vendors will be considered only if they respond with clear and convincing documentation that they are capable meet or exceed the requirements set forth. All responses must be received within (7) calendar days, no later than November 23, 2020 @ 5:00PM. All responses must be in writing and returned to ATTN: Alaina Knofla Procurement Analyst, City of Stuart Procurement and Contracting Division by mail 121 SW Flagler Ave. Stuart, Florida 34494 or email Note inquiry on document.