



City of Stuart

A G E N D A

**REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD January 11, 2021
AT 4:00 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

CITY COMMISSION

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

ADMINISTRATIVE

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

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

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

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

(RC) next to an item denotes there is a City Code requirement for a Roll Call vote.

(QJ) next to an item denotes that it is a quasi-judicial matter or public hearing.

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

THIS MEETING WILL BE AVAILABLE LIVE VIA ZOOM:

Zoom links and ID information can be found at www.cityofstuart.us/meetings

ROLL CALL

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - SINGER, SAMARA LEWIS

PROCLAMATIONS

2. HUMAN TRAFFICKING AWARENESS DAY - JANUARY 11, 2021
3. REVEREND MARTIN LUTHER KING, JR. CELEBRATION - JANUARY 18, 2021

PRESENTATIONS

4. SERVICE AWARDS - JANUARY 2021
5. EMPLOYEE OF THE MONTH - JANUARY 2021

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

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

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.*

6. APPROVAL OF 12/14/2020 CCM MINUTES (RC)

7. RENEWAL OF MUTUAL AID AGREEMENT BETWEEN CITY OF STUART POLICE DEPARTMENT AND ST. LUCIE COUNTY SHERIFF'S OFFICE (RC):

RESOLUTION No. 02-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE RENEWAL OF THE SAINT LUCIE COUNTY LAW ENFORCEMENT ASSISTANCE AND VOLUNTARY COOPERATION MUTUAL AID AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

8. FACSIMILE SIGNATURE BANK (RC):

RESOLUTION No. 05-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE USE OF FACSIMILE SIGNATURES ON CHECKS ISSUED BY THE CITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

9. GRANT AGREEMENT AMENDMENT 2 - ALTERNATIVE WATER SUPPLY STATE APPROPRIATION (RC):

RESOLUTION No. 06-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING AMENDMENT 2 TO AGREEMENT NO. LPA0046 FOR THE ALTERNATIVE WATER SUPPLY PROJECT; AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 2; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

10. STATE REVOLVING FUND AMENDMENT 1 TO LOAN AGREEMENT DW430431 (RC):

RESOLUTION No. 07-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING AMENDMENT 1 TO THE STATE OF FLORIDA DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT DW430431; AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 1; DESIGNATING AUTHORIZED REPRESENTATIVE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

11. STATE REVOLVING FUND AMENDMENT 1 TO LOAN AGREEMENT DW430440 (RC):

RESOLUTION No. 08-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING AMENDMENT 1 TO THE STATE OF FLORIDA DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT DW430440; AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 1; DESIGNATING AUTHORIZED REPRESENTATIVE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

ORDINANCE SECOND READING

ORDINANCE FIRST READING

12. ANNEXATION OF CITY OWNED PROPERTY AT HANEY CREEK (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2452-2021; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ANNEXING, ALLOCATING A FUTURE LAND USE OF CONSERVATION AND ALLOCATING A ZONING CATEGORY OF PUBLIC FOR FOUR (4) CITY OWNED PROPERTIES ADJACENT TO HANEY CREEK AND NW BAKER ROAD AND WHICH ARE SUBJECT TO A FLORIDA COMMUNITIES TRUST GRANT AWARD AGREEMENT AND BEING MORE FULLY

DESCRIBED IN EXHIBITS A1, A2, A3 and A4 ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

13. HIDDEN KEY RPUD REZONING (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2457-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING THE 1.36 ACRE PARCEL FROM RESIDENTIAL MULTI-FAMILY/OFFICE (R-3) TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD), LOCATED NORTH OF THE ARC OF MARTIN COUNTY AND SOUTH OF THE ESTATES OF STUART, EAST OF KANNER HIGHWAY, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE HIDDEN KEY RPUD CONSISTING OF TWENTY-EIGHT (28) MULTI-FAMILY UNITS WITHIN TWO TWO-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

14. TOBACCO AND ELECTRONIC NICOTINE REGULATION (RC):

ORDINANCE No. 2459-2021; AN ORDINANCE OF THE CITY OF STUART AMENDING ARTICLE VII; SECTION 12-163 THROUGH 12-172 RELATING TO THE SALE AND USE OF NICOTINE DELIVERY DEVICES AND TOBACCO PRODUCTS; PROVIDING FOR A SEVERABILITY CLAUSE AND A CONFLICTS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

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.*

DISCUSSION AND DELIBERATION

ADJOURNMENT

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

Meeting Date: 1/11/2021

Prepared by: Mary Kindel, City Clerk

Title of Item:

ARTS MOMENT - SINGER, SAMARA LEWIS

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: 1/11/2021

Prepared by: Rayanne Cavo

Title of Item:

HUMAN TRAFFICKING AWARENESS DAY - JANUARY 11, 2021

Summary Explanation/Background Information on Agenda Request:

Human trafficking is a form of modern-day slavery. Victims of human trafficking are subjected to force, fraud, or coercion, for the purpose of sexual exploitation or forced labor.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
▯	Proclamation - Human Trafficking Awareness Day: Jan. 11, 2021	1/7/2021	Proclamation

**PROCLAMATION
HUMAN TRAFFICKING AWARENESS DAY
JANUARY 11, 2021**

WHEREAS, human trafficking is a form of modern-day slavery. Victims of human trafficking are subjected to force, fraud, or coercion, for the purpose of sexual exploitation or forced labor; and

WHEREAS, human trafficking is occurring at epidemic levels all over the world including communities throughout Martin County and the City of Stuart. Human Trafficking goes against basic human rights and there is a vital need to eradicate this crime; and

WHEREAS, law enforcement, federal and state agencies, non-profits, social service providers, private industry and non-governmental organizations are working to fight child sex trafficking in our community through awareness, education, prevention, restoration and legislation; and

WHEREAS, human trafficking is a growing epidemic that affects thousands of victims. Community partners are doing all they can to fight this horrific crime by bringing awareness to our local communities.

NOW, THEREFORE, I, Eula R. Clarke, Mayor of the City of Stuart, Florida do hereby proclaim that January 11, 2021 is:

HUMAN TRAFFICKING AWARENESS DAY

in the City of Stuart and urge citizens to help end modern-day slavery and exploitation that affects children in our own backyard.

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

ATTEST:

EULA R. CLARKE
MAYOR

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 1/11/2021

Prepared by: Ryanne Cavo

Title of Item:

REVEREND MARTIN LUTHER KING, JR. CELEBRATION - JANUARY 18, 2021

Summary Explanation/Background Information on Agenda Request:

Reverend Dr. Martin Luther King, Jr. believed that a person's worth should not be measured by his or her color, culture, or class; but rather by their commitment to creating a better life for all.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
▢	Proclamation - Reverend Martin Luther King, Jr. Celebration - January 18, 2021	1/4/2021	Proclamation

PROCLAMATION REVEREND MARTIN LUTHER KING, JR. CELEBRATION JANUARY 18, 2021

- WHEREAS,** Reverend Dr. Martin Luther King, Jr. believed that a person's worth should not be measured by his or her color, culture, or class; but rather by their commitment to creating a better life for all; and
- WHEREAS,** Reverend Dr. Martin Luther King, Jr. was a visionary whose courage and determination to balance the scales of social justice changed the world forever; and
- WHEREAS,** January 18, 2021 is the Federal Reverend Martin Luther King, Jr. holiday on which we reflect on Reverend Dr. Martin Luther King, Jr.'s legacy and actively serve others; and
- WHEREAS,** For the 13th year, the City of Stuart has joined with The Afro American Citizens of East Stuart Inc. and other civic groups throughout Martin County to host a day of community unity and partnership, celebrating the legacy of Reverend Dr. Martin Luther King, Jr. in Martin County.

NOW, THEREFORE, I, Eula R. Clarke, Mayor of the City of Stuart, do hereby proclaim January 18, 2021 as a

Celebration of the life of Reverend Dr. Martin Luther King, Jr.

All citizens are encouraged to participate in activities honoring his legacy.

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

EULA R. CLARKE
MAYOR

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

Meeting Date: 1/11/2021

Prepared by: Roz Johnson, Human Resources Director

Title of Item:

SERVICE AWARDS - JANUARY 2021

Summary Explanation/Background Information on Agenda Request:

George Sumner - Fire Rescue - 25 years
David Lawson - Fire Rescue - 25 years
Alex Ginossi - Fire Rescue - 20 years
Robert Callaham - Fire Rescue - 15 years
David VanBrussel - Residential Collection - 5 years

Funding Source:

General Fund

Recommended Action:

Present Service Awards

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 1/11/2021

Prepared by: jchrulski

Title of Item:

EMPLOYEE OF THE MONTH - JANUARY 2021

Summary Explanation/Background Information on Agenda Request:

Recommending Mr. Ben Hogarth as 'Employee of the Month' January 2021.

Funding Source:

N/A

Recommended Action:

- Approve recommendation for January 2021 'Employee of the Month'
- Present Mr. Hogarth with award
- Photo with Mayor Clarke

ATTACHMENTS:

	Description	Upload Date	Type
▢	Memo - To David Dyess EOM January 2021	12/31/2020	Cover Memo



Jim Chrulski
Community Services Director
121 SW Flagler Ave. Stuart FL 34994

MEMORANDUM

To: David Dyess, City Manager; Jim Chrulski, Community Services Director
From: Ben Hogarth, Community Services, Community Affairs Liaison
Date: December 31, 2020
Re: January 2021 'Employee of the Month' recommendation - Mr. Ben Hogarth

Mr. Dyess,

Mr. Hogarth was originally hired as the Public Information Officer in 2016 and has filled many important roles in his 4 years serving the City of Stuart. Due to his unique skill sets and adaptability, Ben has served in multiple roles for the Community Services Department. Ben's original job duties began with creating the City's communications plan, legislative affairs, and overseeing the special events permitting process. His responsibilities have grown to include being the City's River Advocate. Ben also proudly serves on the Environmental Sustainability Committee for the City of Stuart.

Ben is a natural when it comes to governmental and legislative processes. His writing ability is excellent, especially when it comes to policy and procedure. In addition, Ben's ability to grasp scientific information has proven to be very valuable to the City of Stuart as the Commission prioritized the environment, and the St. Lucie River a few years ago.

Ben works well with other City departments and he has assisted with several important special projects over the years. In 2020, Ben assisted with the submission of a FRDAP grant for Kiwanis park (Phase 2), served as senior editor the City's Sustainability Plan, and was activity engaged as a committee representative on three (3) LOSOM sub-teams.

Due to Mr. Hogarth's dedication and diverse skill sets that benefit the City of Stuart, I am recommending him as 'Employee of the Month' for January 2021.

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

Meeting Date: 1/11/2021

Prepared by: Mary Kindel

Title of Item:

APPROVAL OF 12/14/2020 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
12142020 CCM Minutes	1/4/2021	Cover Memo

**MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
HELD December 14, 2020
AT 4:00 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

CITY COMMISSION

**Mayor Michael J. Meier
Vice Mayor Eula R. Clarke
Commissioner Becky Bruner
Commissioner Merritt Matheson
Commissioner Troy McDonald**

ADMINISTRATIVE

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

**THIS MEETING WAS AVAILABLE LIVE VIA ZOOM:
Zoom links and ID information can be found at www.cityofstuart.us/meetings**



4:00 PM ROLL CALL

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

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - ACOUSTIC INSTRUMENTAL MUSIC PERFORMANCE BY FLYNN

Flynn performed an acoustic instrumental looped original "There with You."

2. SELECTION OF MAYOR AND VICE MAYOR

Mayor Meier thanked the Commission for their hard work and support and thanked the citizens and City Staff during his term as Mayor.

City Manager Dyess presented Mayor Meier with a gift of an engraved gavel for the end of his tenure as Mayor and wished him a happy birthday.

 **4:12 PM MOTION: Vice Mayor Eula Clarke nominated for Mayor.
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Matheson
Motion passed unanimously.**

 **4:13 PM MOTION: Commissioner Matheson nominated for Vice Mayor.
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Meier
Motion passed unanimously.**

2020 – 2021 Mayor	Eula R. Clarke
2020 – 2021 Vice Mayor	Merritt Matheson

PROCLAMATIONS

PRESENTATIONS

3. SERVICE AWARDS - DECEMBER 2020

Jordan Grose, Police - 5 years, accepted by Police Department's Captain Ortado in his absence.

Michael DeFrank, Technology Services - 20 years

4. EMPLOYEE OF THE MONTH - DECEMBER 2020

Marvin Dyall, Water Treatment Plant Operator was recognized as Employee of the Month by David Peters, Utilities and Engineering Department Director, for his professional development throughout the years with the City of Stuart.

5. 2021 CALENDAR PHOTO CONTEST WINNERS

LeeAnn Jones and Anne Ellig of the Utilities and Engineering Department presented on the Stormwater Calendar Contest and introduced the contest winners. Winners available in person came forward for a photo with past Mayor Meier and current Mayor Clarke while additional winners were announced via Zoom telecommunications. A group photo was taken.

6. COVID UPDATE PRESENTED BY THE MARTIN COUNTY HEALTH DEPARTMENT

Carol Vitani, Health Officer and Director of Nursing for the Florida Department of Health provided a COVID-19 update. She reported Martin County case numbers and information on flu vaccine availability, new quarantine guidelines, and information on the COVID-19 vaccine distribution.

Commissioners asked questions on the anticipation of vaccination, testing, and how results were counted. Ms. Vitani confirmed results are counted according to your address, therefore, your results are counted in your County, not the County you were tested in. Commissioner Meier read a statement provided by Rob Lord of Cleveland Clinic Martin Health noting the staffing crunch during these times of the pandemic.

 4:59 PM Nancy Turrell, and Neil Capozzi, of the Arts Foundation for Martin County thanked the City on behalf of the Corning Museum of Glass and presented a glass sailfish sculpture to the City.

 5:03 PM **COMMENTS BY CITY COMMISSIONERS**

Commissioner Bruner

- Commented on the Christmas trees in Memorial Park and how beautiful they are.

Commissioner McDonald

- Happy to participate in putting the Memorial Park Tree Event together and participated as a judge and noted the trees that won awards.
- Provided the Commission with a small gift and wished all a Merry Christmas.

Commissioner Meier

- Happy to represent the City yesterday at the Riverwalk.
- Commented on the beautiful story of Hanukah that he heard from a Rabi in NY and encouraged all to take from all the faiths, look ahead to a better future, and wished everyone happy holidays and new year.

Vice Mayor Matheson

- Thanked all for the participation in the Christmas Tree event in Memorial Park, though he was out of town and could not participate, happy to see the City has adjusted when the Parade was cancelled.
- Announced Stuart Police Department on event on Dec. 22nd, Dashing through Downtown in Flagler Park in conjunction with Downtown Business Association and Stuart Main Street.
- Wished all Happy Holidays.

Mayor Clarke

- Congratulated Mike Meier for his term as Mayor and Vice Mayor Matheson on his new appointment. She shared her gratitude for the City Manager, Department Heads, Police Department, staff, and the residents of Stuart and looks forward to unity in the community. Mentioned the Miracle on 10th St Street Event and encouraged everyone to bring a toy to Police Dept.

 5:18 PM Commissioner Meier requested information on the Northport Shade Meeting as it passed deadline.

Attorney Mortell reported that December 1st was the deadline, that he spoke with Bob Raynes and provided an update. Mr. Raynes requested an extension which resulted in a letter from his attorney requesting not to terminate the contract. City Attorney Mortell sent an email requesting supporting documentation and he never received a response.

COMMENTS BY CITY MANAGER

- No Comments.



5:20 PM Meeting Recess



5:37 PM Meeting Resumed



5:41 PM 7. U.S. ARMY CORPS OF ENGINEERS PRESENTATION ON LAKE OKEECHOBEE RELEASE SCHEDULE (Time Certain 5:30)

Vice Mayor Matheson thanked Col. Kelly for accepting his invitation to the City of Stuart and reminded the public the City was hosting the Corps Army of Engineers and asked for them to be treated respectfully.

Mayor Clarke introduced Col. Kelly of the Army Corp of Engineers. Col. Kelly presented with a couple of slides on the Lake Okeechobee water levels, explaining the timeline of the Operational Flexibility to lower the lake highlighting the lake levels, increases and releases to Lake Caloosahatchee and the St. Lucie River. He provided the LOSOM Goals and Objectives.

Vice Mayor Matheson noted that Stuart's goal is zero discharges and the goal is to only have discharges from our only natural tidal basins suggesting that is the only way we can begin to work on restoration. He knows that logically, this wet season, discharges cannot be avoided during the next wet season but the 5-day break, due to the rain was not as beneficial as expected. Respectfully asked to receive the 5-day break. He questioned how flood control priorities are measured and asked Col. Kelly what he would do if he were in his position as a City Commissioner.

Mayor Clarke welcomed Ava Velez, Strategic Program Manager, Army Corps of Engineers.

Commissioner McDonald thanked Col. Kelly for his service and the relationship the Corp has built with the City. Commissioners participated in a question and answer discussion period with Col. Kelly concerning various topics including evaporation, transformation, flooding, harmful algae blooms, and the objectives.

Commissioner Meier had questions on flooding, the objectives, harmful algae blooms, and managing risks.

Mayor Clarke added she would like to see Preservation of Fish and Wildlife added to the objectives. She questioned a specific plan to help release and eliminate the bacteria while working on the water levels. Col. Kelly answered a series of questions.

APPROVAL OF AGENDA



6.37 PM MOTION: Move approval of the Agenda.

MOVED BY: Vice Mayor Matheson

SECONDED BY: Commissioner Meier

Motion passed unanimously.

COMMENTS FROM THE PUBLIC

- 1) **Ana Bergalis - Periwinkle Cir; Commented that she lives on the river and husband suffered from hybrid pneumonia. Felt the discharges and foam were causing the river water to turn black and there was money available to fix it.**
- 2) **Jacqui Thurlow Lippisch - Riverview Dr.; Water quality is the responsibility of the State, not the Army Corps. of Engineers, is appreciative of the Army Corp for making changes but they are partners and they have been helpful in dealing with the algae blooms and thanked Merritt Matheson for his leadership and bringing the Corp here.**
- 3) **Mike Conner - SE Gaslight St.; As Indian River Keeper, follow information closely, he mentioned water related businesses have the same fear as they did in 2016 because of the water quality. He recommended the Army Corps find other places to put the water and make discharges as short as possible.**
- 4) **Mack Stuckey- PO Box, Stuart; Submitted comments and read outload his public comment for the record.**
- 5) **Eve Samples - Hibiscus Ave; on behalf of Friends of the Flow, quoted Joe Negron – “Meaningful progress in reasonable time” asked if we can say we have had that since 2013.**
- 6) **Doug Bournique - Pegasus Pl.; Proposed a partial solution to move the water.**
- 7) **Blair Wickstrom - SE Cardinal Way; Publisher of Florida Sportsman Magazine, commented that he is not confident, the information was limited and felt the models did not include all information to stop the discharges.**
- 8) **Becky Harris (Zoom) – St. Lucie Blvd.; Commented that her dog almost died in 2016 from toxic algae. The estuary cannot wait for the upcoming projects to help the river. She would like the Army Corps to exhaust all options to have zero discharges. She thanked the Corps for their efforts.**

CONSENT CALENDAR

8. APPROVAL OF 11/23/2020 SCM ATTORNEY-CLIENT and 11/23/2020 CCM MINUTES

9. APPROVAL OF 2021 MEETING CALENDAR

10. AUTHORIZATION OF THE ASSIGNMENT OF THE AMENDED LEASE FROM NEW URBAN TRIANGLE, LLC TO 201 SW JOAN JEFFERSON WAY, LLC:

RESOLUTION No. 125-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE ASSIGNMENT OF THE LEASE AGREEMENT PREVIOUSLY ENTERED BETWEEN CITY OF STUART AND NEW URBAN TRIANGLE, LLC FOR LEASE OF THE PROPERTY KNOWN AS THE TRIANGLE PROPERTY TO 201 SW JOAN JEFFERSON WAY, LLC FOR THE BALANCE OF THE LEASE TERM WHICH IS SET TO EXPIRE ON NOVEMBER 2, 2115; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

11. EXTENSION #9 OF THE DECLARATION OF THE STATE OF LOCAL EMERGENCY PERTAINING TO COVID-19:

RESOLUTION No. 138-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY PERTAINING TO COVID-19; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

12. ACCEPT A DONATION FROM FLORIDA POWER & LIGHT TO THE COMMUNITY SERVICES DEPARTMENT:

RESOLUTION No. 141-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT No. #2 TO THE 2021 OPERATING BUDGET; AUTHORIZING RECEIPT AND APPROPRIATION OF A DONATION FROM FLORIDA POWER & LIGHT; AUTHORIZING THE EXPENDITURE OF FUNDS FOR MUSICAL ENTERTAINMENT AT 'SANTA'S CITY LIGHTS' HOLIDAY EVENT AT MEMORIAL PARK; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

13. PBA COLLECTIVE BARGAINING AGREEMENT:

RESOLUTION No. 142-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RATIFYING THE THIRD-YEAR REOPENER OF THE THREE-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (PBA), EFFECTIVE OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

14. BUDGET AMENDMENT #3 FOR FISCAL YEAR 2021 FOR A/C REPLACEMENT AND INSTALLATION AT COURTHOUSE COMMONS:

RESOLUTION No. 143-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT #3 TO THE 2021 OPERATING BUDGET FOR THE PURCHASE AND INSTALLATION OF AIR CONDITIONING SYSTEMS FOR THE "COURTHOUSE COMMONS" PROPERTY AT 301 SE OCEAN; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

 **7:14 PM MOTION: Move for approval.**
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Bruner
Motion passed unanimously.

COMMISSION ACTION

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

Mayor Clarke thanked all who have served for all they have done.

 **7:16 PM MOTION: Move for approval.**
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Meier
Motion passed unanimously.

16. APPOINTMENTS OF CITY COMMISSIONERS TO COMMUNITY BOARDS

City Manager Dyess offered direction on selecting the community boards and pointed out that we are the voting members for 2021 to 2023 on the Treasure Coast Regional Planning Board.

Discussion and selection of boards took place.

Airport Noise Advisory Committee	Eula Clarke
Arts Council	Becky Bruner
Business Development Board (BDB)	Troy McDonald
Metropolitan Planning Organization (MPO)	Merritt Matheson / Troy McDonald
Tourist Development Council (TDC)	Merritt Matheson
Treasure Coast Council of Local Governments (TCCLG)	Mike Meier
Treasure Coast Regional League of Cities (TCRLC)	Mike Meier / Alt: Becky Bruner
Treasure Coast Regional Planning	Eula Clarke (Voting Member 2021-23)

 **7:21 PM MOTION: Move to approve this slate as discussed.**
MOVED BY: Commissioner McDonald
SECONDED BY: Vice Mayor Matheson
Motion passed unanimously.

17. LUCIDO COTTAGE HOME - MUCCA:

RESOLUTION No. 127-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, GRANTING A MAJOR URBAN CODE CONDITIONAL USE APPROVAL TO LUCIDO INVESTMENT PROPERTIES LLC, OWNER OF THE PROPERTY LOCATED AT THE SOUTH WEST CORNER OF SE OSCEOLA STREET

AND SE GEORGIA AVENUE AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTION; GRANTING APPROVAL FOR A SINGLE FAMILY HOME IN THE URBAN GENERAL ZONING DISTRICT; TO ALLOW THE REAR SETBACK TO BE LESS THAN FIFTEEN (15) FEET AND FOR PARKING TO BE LOCATED AT THE FRONT OF THE BUILDING; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

Tom Lucido of Lucido & Associates came forward to address Vice Mayor Matheson's concerns on the plan changes.

Commissioner Meier felt the home did not fit in with the future planning principals and he would be voting no.

Discussion took place on the building structure and inspiration of the property.

Tom Reetz, Senior Planner was sworn in and read the staff recommendation for approval.

 **7:25 PM MOTION: Move for approval.**
MOVED BY: Commissioner Bruner
SECONDED BY: Commissioner McDonald
Motion passed 4/1.

Clarke- Yes
Matheson- Yes
Bruner- Yes
Meier- No
McDonald- Yes

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

RESOLUTION No. 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.

Three (3) people sworn; Kev Freeman and Tom Retz of the Development Department, and Michael Sommers, Grand Peaks Properties.

Tom Reetz, Senior Planner, provided a brief background and presented the conditions for development on the Minor PUD along with the methodology showing the City's attainable housing fund. Kev Freeman, Development Director, explained the methodology calculation of the developer gain.

Terry McCarthy, Applicant Representative, came forward and provided a history of the project and affordable housing.

Commissioners requested clarification and discussed project, including the creation of an affordable housing fund, and review of the methodology.

Michael Sommers, Grand Peak Properties, gave a brief overview of the company and the goals for this project as well as the financial components.

Mayor Clarke asked Attorney Mortell to explain if the Ordinance is enough for future affordable housing projects. City Attorney Mortell reviewed the options of the Commission to decide how to make use and manage the funds from this project.

Public Comment:

- 1) Madeline Greenwood - Letha Cir.; Suggested the project be for rental housing.



7:36 PM MOTION: Move approval with discussion.

MOVED BY: Commissioner Bruner

SECONDED BY: Commissioner McDonald

Motion passed 3/2.  8:20 PM

Meier- No

McDonald- Yes

Bruner- Yes

Matheson- No

Clarke- Yes

ORDINANCE SECOND READING

19. UPDATE COMMUNITY INVESTMENT PROGRAM (CIP):

ORDINANCE No. 2458-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN TO UPDATE THE FIVE YEAR COMMUNITY INVESTMENT PROGRAM INCLUDED WITHIN THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Meier requested clarification on the plan to move forward and a brief discussion took place. City Manager Dyess mentioned there may be a one (1) year pushback and would be revisited after the next rate study.



8:21 PM MOTION: Move for approval.

MOVED BY: Commissioner McDonald

SECONDED BY: Commissioner Bruner

Motion passed unanimously.

20. EVALUATION AND APPRAISAL REPORT (EAR):

ORDINANCE No. 2442-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING THE EVALUATION AND APPRAISAL REPORT (EAR) FOR THE COMPREHENSIVE PLAN OF THE CITY OF STUART; STATING THE INTENT OF THE CITY COMMISSION TO AMEND THE COMPREHENSIVE PLAN BASED UPON RECOMMENDATIONS CONTAINED IN THE REPORT; AND APPROVING TRANSMITTAL OF THE EVALUATION AND APPRAISAL REPORT TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY AND ANY OTHER INTERESTED GOVERNMENTAL ENTITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Stephen Mayer, Senior Planner, presented briefly on the DEO recommendations, affordable housing definitions, and attainable housing. Staff recommends a mandatory standard buffer from the wetlands on every property along the creek.

Discussion took place about the revised language, current comp plan, and the CRA.

 **8:25 PM MOTION: Move approval with an edit; with staff recommended second edit to recommend approval of updated language shall be an average of the 50 width and a minimum width of 25 and strike iii.**

MOVED BY: Commissioner Meier

SECONDED BY: ----

Died for Lack of a Second.

Commissioner Bruner made a Motion. Commissioner Meier requested for Commissioner Bruner to modify her motion to include that iii reads differently per the parcel footage. Commissioner Bruner declined.

- 1) Doug Bournique - Pegasus Pl.; Complemented the staff on how professional they had been.**

 **8:44 PM MOTION: Move to approval to accept staff recommendations.**

MOVED BY: Commissioner Bruner

SECONDED BY: Commissioner McDonald

Motion passed unanimously.

21. WRECKERS AND VEHICLE / VESSEL TOWING AMENDMENT:

ORDINANCE No. 2456-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA AMENDING THE STUART CODE OF ORDINANCES, CHAPTER 12 – BUSINESS, ARTICLE VI. WRECKERS AND VEHICLE TOWING, TO BE IN ACCORDINACE WITH FLORIDA STATE STATUTE; FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.



**8:48 PM MOTION: Move for approval.
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Meier
Motion passed unanimously.**

ORDINANCE FIRST READING

**22. (REQUEST TO CONTINUE TO DATE CERTAIN OF JANUARY 11, 2021 CCM)
HIDDEN KEY RPUD REZONING (QUASI-JUSICIAL):**

ORDINANCE No. 2457-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING THE 1.36 ACRE PARCEL FROM RESIDENTIAL MULTIFAMILY/OFFICE (R-3) TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD), LOCATED NORTH OF THE ARC OF MARTIN COUNTY AND SOUTH OF THE ESTATES OF STUART, EAST OF KANNER HIGHWAY, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE HIDDEN KEY RPUD CONSISTING OF TWENTY-EIGHT (28) MULTI-FAMILY UNITS WITHIN TWO TWO-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.



**8:48 PM MOTION: Move to continue to date certain January 11, 2021.
MOVED BY: Commissioner Meier
SECONDED BY: Commissioner McDonald
Motion passed unanimously.**

DISCUSSION AND DELIBERATION

City Manager Dyess reminded the Commission to be cautious on making motions too quickly pertaining to First Readings and Commission Actions, ensuring presentations are heard and evidence received before approvals.

Commissioner Meier commented per Item #20 to clarify he was not trying to benefit one property owner; however, it was important to see how property challenges in the City be addressed by the Comp Plan.



8:52 PM ADJOURNMENT

Mary R. Kindel, City Clerk

Eula R. Clarke, Mayor

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

KJL

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 1/11/2021

Prepared by: Michael Mortell, City Attorney

Title of Item:

RENEWAL OF MUTUAL AID AGREEMENT BETWEEN CITY OF STUART POLICE DEPARTMENT AND ST. LUCIE COUNTY SHERIFF'S OFFICE (RC):

RESOLUTION No. 02-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE RENEWAL OF THE SAINT LUCIE COUNTY LAW ENFORCEMENT ASSISTANCE AND VOLUNTARY COOPERATION MUTUAL AID AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

RESOLUTION NUMBER 02-2021; Renewal of Mutual Aid Agreement between City of Stuart Police Department and St. Lucie County Sheriff's Office.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE RENEWAL OF THE SAINT LUCIE COUNTY LAW ENFORCEMENT ASSISTANCE AND VOLUNTARY COOPERATION MUTUAL AID AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Funding Source:

N/A

Recommended Action:

Approve Resolution 02-2021.

ATTACHMENTS:

	Description	Upload Date	Type
▣	R02-2021 Resolution to Renew Mutual Aid Agmt.	12/28/2020	DRAFT RESOLUTION
▣	R02-2021 Mutual Aid Agreement	12/28/2020	Attachment



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

RESOLUTION NUMBER 02-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE RENEWAL OF THE SAINT LUCIE COUNTY LAW ENFORCEMENT ASSISTANCE AND VOLUNTARY COOPERATION MUTUAL AID AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City Commission of the City of Stuart, Florida authorized the execution of the St. Lucie County Law Enforcement Operational Assistance and Voluntary Cooperation Mutual Aid Agreement by and between the Sheriff of St. Lucie County, Florida and the City of Stuart Police Department on or about January 11, 2017; and

WHEREAS, the St. Lucie County Law Enforcement Operational Assistance and Voluntary Cooperation Mutual Aid Agreement by and between the Sheriff of St. Lucie County, Florida and the City of Stuart Police Department is due to expire on December 30, 2020; and

WHEREAS, the City Commission of the City of Stuart, as well as the City of Stuart Police Chief believe that due to existing and continuing law enforcement problems, especially those that cross jurisdictional lines, and in order to ensure that the provision of law enforcement will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the citizens of the City of Stuart, it is imperative and beneficial to renew the voluntary cooperation agreement for an additional three (3) years.

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

SECTION 1: The City Commission of the City of Stuart, Florida authorizes the execution of the renewal of St. Lucie County Law Enforcement Operational Assistance and Voluntary

Cooperation Mutual Aid Agreement between the Sheriff of St. Lucie County and the City of Stuart Police Department. Said Agreement shall remain in force until December 31, 2024.

SECTION 2: The City Commission authorizes the Mayor, City Clerk, Chief of Police, and any other designated City Official to execute the necessary documents, after review and approval of the City Attorney.

SECTION 3: This resolution shall take effect upon adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 11th day of January, 2021.

ATTEST:

MARY R. KINDEL
CITY CLERK

EULA R. CLARKE, MAYOR
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

MUTUAL AID AGREEMENT

COMBINED

OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION

This Mutual aid Agreement is entered into as of the date of the final signature on this Agreement by and between the Stuart Police Department and the St. Lucie County Sheriff's Office, as follows:

RECITALS

WHEREAS, it is the intent of this agreement, that because of existing and continuing law enforcement problems, especially those that cross jurisdictional lines, and in order to ensure that the provision of law enforcement will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS, the ST. LUCIE COUNTY SHERIFF'S OFFICE and the STUART POLICE DEPARTMENT have the authority under Section 23.12, Florida Statutes, The Florida Mutual Aid Act, to enter into a voluntary cooperation agreement;

NOW, THEREFORE BE IT KNOWN that the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other in the investigation of criminal conduct within their respective jurisdiction, specifically to include, but not limited to, violations of Chapter 893, Florida Statutes, entitled Drug Abuse, Prevention and Control.

Now therefore, the parties agree as follows:

SECTION I: In the event that a party to this agreement is in need of assistance as set forth above, the agency head or his designee shall notify the other party from whom such assistance is required. The agency head or his designee whose assistance is sought shall evaluate

the situation and his available resources and will respond in a manner he deems appropriate. Where investigative priorities arising during a law enforcement operation require crossing of jurisdictional lines, each party agrees to notify the agency head or his designee of the county/city involved prior to or as soon as possible, after jurisdictional lines are crossed.

SECTION II: Each party agrees to furnish necessary equipment, resources, and facilities in order to render services to each other, as set forth above; provided, however, that no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing such mutual aid. The agency which furnishes any equipment pursuant to this agreement shall bear the expense of the loss or damages to such equipment, unless such loss or damage is a direct result of an intentional or negligent act on the part of an employee or officer of the other party, to be determined through existing administrative procedures and shall pay any expense incurred in the operation and maintenance of such equipment.

SECTION III: The agency furnishing aid pursuant to this part shall compensate its employees during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees, while they are rendering such aid, including any amounts paid or due for compensation, due to personal injury or death, while such employees are rendering such aid. In the event an officer works outside his jurisdiction under this agreement for a time period that would constitute an overtime situation, i.e. more than forty (40) hours within one week, and demands overtime compensation, the employing agency shall bear responsibility for such officer's overtime compensation, pursuant to the terms of any agreement in existence between such officer's employer and his union, if any or if no such agreement exists, based upon that agencies policies and procedures for overtime.

SECTION IV: Each agency will bear the liability arising from acts undertaken by its

personnel pursuant to this agreement. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents or employees of any such agency when performing their respective functions within the territorial limits of their respective public agencies shall apply to them to the same degree, manner, and extent, while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.

SECTION V: Whenever the employees of any law enforcement agency are rendering aid outside its jurisdiction and pursuant to the authority contained in or to any written agreement entered under, this part, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed or appointed. Employees of the law enforcement agency rendering aid outside its jurisdiction shall report to their agency supervisor assigned to the mutual aid instance unless directed to report to another party by that supervisor. At all times, employees of any law enforcement agency rendering aid outside of their normal jurisdiction shall follow the policies and procedures of their respective agency, unless specific authorization to disregard a particular policy or procedure is given by their agency supervisor.

SECTION VI: Investigative expenses in support of this agreement shall be borne by the agency within whose jurisdiction the expenses occurred; provided, however, that no such investigative expenses shall be incurred without first obtaining the prior written authorization therefore by the agency required hereunder to bear said investigative expenses. In cases of overlapping or dual jurisdiction, the agency leading the investigation shall bear the investigative

expenses. Such expenses shall include car rental, fees, informant fees, “buy monies”, and any other miscellaneous expenses related to an officer’s performance of duties within the scope of this agreement.

SECTION VII: Should forfeiture actions against any property described in Section 932.703, Florida Statutes, occur during the performance of this agreement; both parties further agree to dispose of said property through public sales or auctions; the net proceeds of which shall be equally distributed between the agencies participating in the agreement. Individual exceptions to this disposal procedure may occur with mutual written consent of both parties.

SECTION VIII: Should any lost property, abandoned property or unclaimed evidence, as said terms are defined in Chapter 705, Florida Statutes, be found, located or seized by either party hereto during the performance of this agreement, both parties further agree to dispose of said property through public sales or auctions; the net proceeds of which shall be equally distributed between the agencies participating in the agreement. Individual exceptions to this disposal procedure may occur with mutual written consent of both parties.

SECTION IX: This agreement shall be in effect from the date of signing it by the parties and shall run through December 31, 2024. Under no circumstances may the agreement be renewed, amended or extended, except in writing.

SECTION X: Any party may withdraw from this agreement, upon written notice to the other parties.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed by their duly authorized officers this ____ day of January, 2021.

SIGNED:

ST. LUCIE COUNTY SHERIFF'S OFFICE

By: _____
Print Name: _____
Its: _____

APPROVED AS TO FORM AND
CORRECTNESS

By: _____
Print Name: Adam Fetterman, Esq.
Its: General Counsel

ATTEST:

By: _____
Print Name: Mary R. Kindel
Its: City Clerk

CITY OF STUART, FLORIDA

APPROVED AS TO FORM AND
CORRECTNESS

By: _____
Print Name: Eula R. Clarke
Its: Mayor

By: _____
Print Name: Michael J. Mortell, Esq.
Its: City Attorney

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 1/11/2021

Prepared by: Mary Kindel, City Clerk

Title of Item:

FACSIMILE SIGNATURE BANK (RC):

RESOLUTION No. 05-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE USE OF FACSIMILE SIGNATURES ON CHECKS ISSUED BY THE CITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Each year after the reorganization of the City Commission, it is necessary for the Board to pass a resolution adopting the proper signatures for the Mayor and Clerk. The Signatures are affixed to all payroll checks as well as other expenditures and must be verified and authorized in advance.

Funding Source:

N/A

Recommended Action:

Approve Resolution No. 05-2021.

ATTACHMENTS:

Description	Upload Date	Type
▣ R05-2021 Facsimile Signature Bank	1/4/2021	Resolution add to Y drive
▣ Signature Attachment	1/4/2021	Attachment



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

RESOLUTION NUMBER 05-2021

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA AUTHORIZING THE USE OF
FACSIMILE SIGNATURES ON CHECKS ISSUED BY THE
CITY; PROVIDING AN EFFECTIVE DATE; AND FOR
OTHER PURPOSES.**

* * * * *

WHEREAS, it is expedient that the City utilize a facsimile signature of the Mayor and City Clerk on checks issued by the City and drawn upon funds of the City on deposit with the Seacoast National Bank and Trust.

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

SECTION 1: The City Commission hereby adopts the following facsimile signatures for the Mayor and City Clerk for use as authorized signatures on all checks issued by the City and drawn upon funds of the City on deposit at the Bank and all other institutions having on deposit funds of the City, and as attached hereto as "Exhibit A".

SECTION 2: A certified copy of this resolution shall be mailed by the City Clerk via regular mail to the Bank and to all other institutions having on deposit funds of the City.

SECTION 3: This Resolution shall remain in effect and may be relied upon by the Bank and all other institutions having on deposit funds of the City until notice of its recession by the City Commission has been communicated to such bank and other institutions by regular mail by the City Clerk.

SECTION 4: This resolution shall take effect upon adoption.

Resolution No. 05-2021
FACSIMILE SIGNATURES

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 ____ 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

DRAFT
Eula R. Clarke
DRAFT
DRAFT
DRAFT
Mary K. Kinolel

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 1/11/2021

Prepared by: Tim Voelker, P.E. - Utilities & Engineering Director

Title of Item:

GRANT AGREEMENT AMENDMENT 2 - ALTERNATIVE WATER SUPPLY STATE APPROPRIATION (RC):

RESOLUTION No. 06-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING AMENDMENT 2 TO AGREEMENT NO. LPA0046 FOR THE ALTERNATIVE WATER SUPPLY PROJECT; AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 2; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City received a \$250,000.00 State of Florida Appropriation (Agreement No. LPA0046) during the 2019 legislative session for the engineering design of the Alternative Water Supply project. Amendment 2 provides \$1,000,000.00 in additional funding for construction of the Alternative Water Supply project, which was received during the 2020 legislative session.

In addition, Amendment 2 makes the following revisions to Agreement No. LPA0046:

1. Attachment 3-1, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-2, Revised Grant Work Plan, which has been incorporated into Amendment 2. All references in Agreement No. LPA0046 to Attachment 3-1, shall hereinafter refer to Attachment 3-2, Revised Grant Work Plan.
2. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, which has been incorporated into Amendment 2. All references in Agreement No. LPA0046 to Attachment 5, shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.
3. Exhibit C, Disbursement Request Package, is hereby deleted in its entirety and replaced with Exhibit C-1, Payment Request Summary Form, which has been incorporated into Amendment 2. All references in Agreement No. LPA0046 to Exhibit C, shall hereinafter refer to Exhibit C-1, Payment Request Summary Form.

All other terms and conditions of the original Agreement remain in effect.

Funding Source:

N/A

Recommended Action:

Approve Resolution No. 06-2021.

ATTACHMENTS:

Description	Upload Date	Type
▣ Resolution No. 06-2021	12/29/2020	Resolution add to Y drive
▣ Amendment No. 2	12/29/2020	Attachment



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

RESOLUTION NUMBER 06-2021

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA ADOPTING
AMENDMENT 2 TO AGREEMENT NO. LPA0046
FOR THE ALTERNATIVE WATER SUPPLY
PROJECT; AUTHORIZING THE MAYOR TO
EXECUTE AMENDMENT 2; DESIGNATING
AUTHORIZED REPRESENTATIVES; PROVIDING
AN EFFECTIVE DATE, AND FOR OTHER
PURPOSES.**

* * * * *

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

SECTION 1: The City of Stuart, Florida has previously approved and executed the State of Florida Appropriation Agreement No. LPA0046 in the amount of \$250,000 for the design of the Alternative Water Supply project. Amendment 1 provided a time extension to both Task 1 – Design and permitting and Task 2 – Bidding and Contractor Selection. Amendment 2 provides \$1,000,000 in additional funding for construction of the Alternative Water Supply project.

SECTION 2: Amendment 2 is effective until August 31, 2022. The reimbursement period for Amendment 2 begins on July 1, 2019 and ends at the expiration of Amendment 2.

SECTION 3: Attachment 3-1, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-2, Revised Grant Work Plan, which has been incorporated into Amendment 2. All references in Agreement No. LPA0046 to Attachment 3-1, shall hereinafter refer to Attachment 3-2, Revised Grant Work Plan.

SECTION 4: Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, which has been

incorporated into Amendment 2. All references in Agreement No. LPA0046 to Attachment 5, shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.

SECTION 5: Exhibit C, Disbursement Request Package, is hereby deleted in its entirety and replaced with Exhibit C-1, Payment Request Summary Form, which has been incorporated into Amendment 2. All references in Agreement No. LPA0046 to Exhibit C, shall hereinafter refer to Exhibit C-1, Payment Request Summary Form.

SECTION 6: All other terms and provisions of the original Agreement shall remain in full force and effect.

SECTION 7: This resolution shall take effect on adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 11th day of January, 2021.

ATTEST:

MARY R. KINDEL
CITY CLERK

EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

**AMENDMENT NO. 2
TO AGREEMENT NO. LPA0046
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF STUART**

This Amendment to Agreement No. LPA0046 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Stuart, (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Stuart - Alternative Water Supply Project, effective January 2, 2020; and,

WHEREAS, funding in the amount \$250,000 was provided under Line Item 1657A of the 2019-2020 General Appropriations Act for Stuart - Alternative Water Supply Project; and,

WHEREAS, \$1,000,000 in additional funding for this Project was provided under Line Item 1635A of the 2020-2021 General Appropriations Act; and the total funding for this Agreement is now \$1,250,000.

WHEREAS, certain provisions of the Agreement need revision.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until August 31, 2022. The reimbursement period for this Agreement begins on July 1, 2019 and ends at the expiration of the Agreement. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. **Attachment 3-1, Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-2, Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment 3-1** shall hereinafter refer to **Attachment 3-2, Revised Grant Work Plan**.
3. **Attachment 5, Special Audit Requirements**, is hereby deleted in its entirety and replaced with **Attachment 5-1, Revised Special Audit Requirements**, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment 5**, shall hereinafter refer to **Attachment 5-1, Revised Special Audit Requirements**.
4. **Exhibit C, Disbursement Request Package**, is hereby deleted in its entirety and replaced with **Exhibit C-1, Payment Request Summary Form**, attached hereto and made a part of the Agreement. All references in the Agreement to **Exhibit C**, shall hereinafter refer to **Exhibit C-1, Payment Request Summary Form**.
5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this amendment to Agreement No. LPA0046 to be duly executed, the day and year last written below.

CITY OF STUART

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Mayor

By: _____
Secretary or Designee

Print Name of Authorized Person

Print Name and Title of Authorized Person

Date: _____

Date: _____

Evan Beitsch, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	3-2	Revised Grant Work Plan (2 Pages)
Attachment	5-1	Revised Special Audit Requirements (5 pages)
Exhibit	C-1	Payment Request Summary Form

ATTACHMENT 3-2 REVISED GRANT WORK PLAN

PROJECT TITLE: Stuart Alternative Water Supply Phase 2

PROJECT LOCATION: The Project will be located in the City of Stuart within Martin County; Lat/Long (27.1888, -80.2369). The proposed site for the Floridan Well FA-1 wellhead and raw watermain is located at the City of Stuart's Water Treatment Facility located at 1002 SE Palm Beach Road, Stuart, FL 34994. See Figures 1 and 2 for a location map and site plan, respectively.

PROJECT BACKGROUND: There are certain factors that are threatening the reliability and availability of the surficial aquifer for the City of Stuart (Grantee). These factors include groundwater contamination, potential for saltwater intrusion, and potential impacts on adjacent wetlands and other legal users. Due to the ongoing threats to the existing water supply and potential for more stringent future drinking water regulation, the City of Stuart needs to diversify its supply options by investing in an alternative water supply (AWS) and treatment system.

PROJECT DESCRIPTION: The City of Stuart will construct a Reverse Osmosis (RO) Water Treatment Plant (WTP). The RO WTP will consist of a pre-treatment system, including one (1) sulfuric acid system, one (1) scale inhibitor system, two (2) cartridge filters, two (2) feed pumps, two (2) reverse osmosis trains, one (1) cleaning system, and one (1) post-treatment system.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS:

All documentation should be submitted electronically unless otherwise indicated.

Task # 1: Construction

Deliverables: The Grantee will construct a Reverse Osmosis Water Treatment Plant in accordance with the construction contract documents.

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

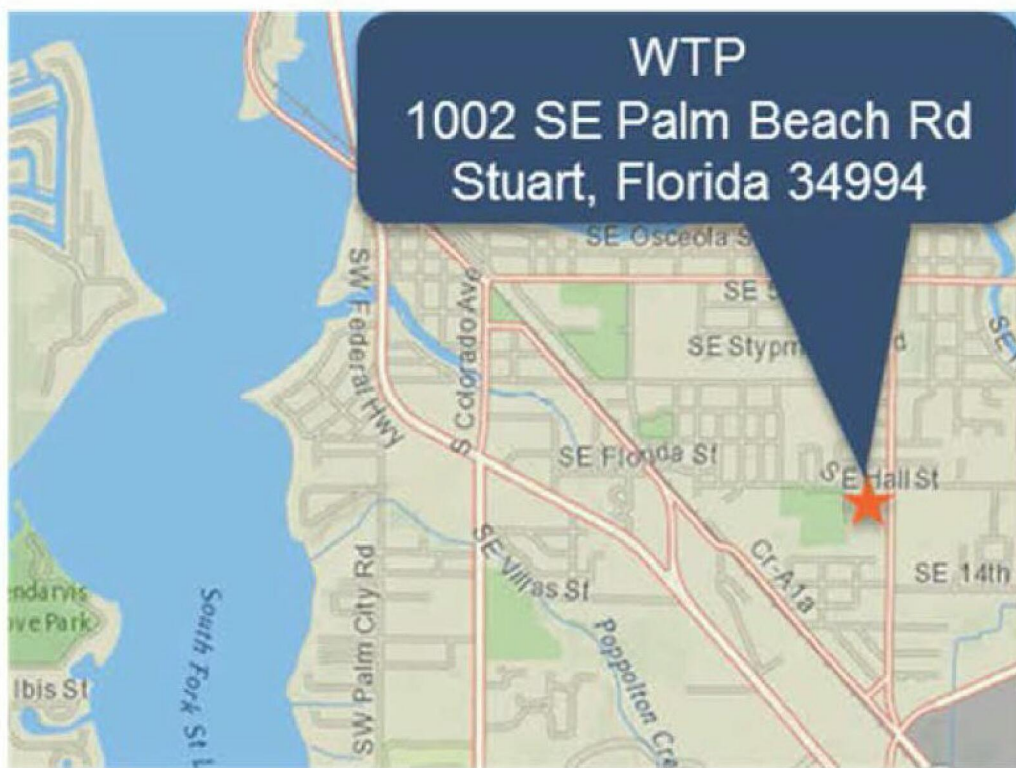
Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

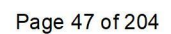
The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$1,250,000.00	06/01/2021	02/28/2022
Total:			\$1,250,000.00		

Figure 1:



DEP Agreement No. LPA0046, Attachment 3-2, Page 3 of 3
01112021 CCM



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,00 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5-1

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5-1

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

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

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Dept. of Environmental Protection	2019-2020	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$250,000	140047
Amendment 1	Dept. of Environmental Protection	2020-2021	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$1,000,000	140047
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$1,250,000	
-------------	-------------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Attachment 5-1, Exhibit 1
6 of 6

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C-1
Revised Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 1/11/2021

Prepared by: Tim Voelker, P.E. - Utilities & Engineering Director

Title of Item:

STATE REVOLVING FUND AMENDMENT 1 TO LOAN AGREEMENT DW430431 (RC):

RESOLUTION No. 07-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING AMENDMENT 1 TO THE STATE OF FLORIDA DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT DW430431; AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 1; DESIGNATING AUTHORIZED REPRESENTATIVE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The State of Florida Department of Environmental Protection and the City of Stuart entered into a Drinking Water State Revolving Fund Loan Agreement, Number DW430431 for the construction of the Floridan Aquifer Test Production Well FA-1 project. Amendment 1 provides adjustments to the loan repayment dates to give the City additional time to complete the closeout of the Floridan Aquifer Test Production Well FA-1 project. In addition, Amendment 1 makes the following revisions to Loan Agreement Number DW430431:

1. Section 1 of the Agreement is amended to include the definition for "Final Unilateral Amendment", which has been defined within Amendment 1.
2. Section 8.06 - ABANDONMENT OF AGREEMENT BY PROJECT SPONSOR of the Agreement is deleted and replaced with Section 8.06 ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION, which has been specified within Amendment 1.

All other terms and conditions of the original Agreement remain in effect.

Funding Source:

Debt service payments were included in the 2017 Water and Wastewater Rate Study.

Recommended Action:

Approve Resolution No. 07-2021.

ATTACHMENTS:

Description	Upload Date	Type
□ Resolution No. 07-2021	12/29/2020	Resolution add to Y drive
□ Amendment No. 1	12/29/2020	Attachment



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

RESOLUTION NUMBER 07-2021

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA
ADOPTING AMENDMENT 1 TO THE STATE OF
FLORIDA DRINKING WATER STATE REVOLVING
FUND LOAN AGREEMENT DW430431;
AUTHORIZING THE MAYOR TO EXECUTE
AMENDMENT 1; DESIGNATING AUTHORIZED
REPRESENTATIVE; PROVIDING AN EFFECTIVE
DATE, AND FOR OTHER PURPOSES.**

* * * * *

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

SECTION 1: The City of Stuart, Florida has previously approved and executed the State of Florida Drinking Water Revolving Fund Construction Loan Agreement DW430431.

SECTION 2: Amendment 1 provides adjustments to the loan repayment dates to give the City of Stuart additional time to complete the closeout of the Floridan Aquifer Test Production Well FA-1 project.

SECTION 3: Section 1.01 of the Agreement is amended to include the definition for “Final Unilateral Amendment”, which has been defined within Amendment 1.

SECTION 4: Section 8.06 – ABANDONMENT OF AGREEMENT BY PROJECT SPONSOR of the Agreement is deleted and replaced with Section 8.06 ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION, which has been specified within Amendment 1.

SECTION 5: All other terms and provisions of the Loan Agreement shall remain in full force and effect.

SECTION 6: This resolution shall take effect on adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 11th day of January, 2021.

ATTEST:

MARY R. KINDEL
CITY CLERK

EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

**STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT DW430431
CITY OF STUART**

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

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW430431; and

Loan repayment activities need rescheduling to give the Project Sponsor additional time to complete construction; and

Certain provisions of the Agreement need revision and provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Section 1.01 of the Agreement is amended to include the following definition:

“Final Unilateral Amendment” shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

2. Section 8.06 of the Agreement is deleted and replaced as follows:

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Project Sponsor to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Project Sponsor, suspend or terminate this Agreement.

(1) Failure of the Project Sponsor to draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Project Sponsor, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in

Section 4.07) and provide written notification of Final Unilateral Amendment to the Project Sponsor.

In the event that following the execution of this Agreement, the Project Sponsor decides not to proceed with this Loan, this Agreement can be cancelled by the Project Sponsor, without penalty, if no funds have been disbursed.

3. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on December 15, 2021, and semiannually thereafter on June 15 and December 15 of each year until all amounts due under the Agreement have been fully paid.

4. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Project construction is scheduled for June 15, 2021.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than June 15, 2021.

(4) The first Semiannual Loan Payment in the amount of \$48,344 shall be due December 15, 2021.

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

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This Amendment 1 to Loan Agreement DW430431 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

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

for
CITY OF STUART

Mayor

Attest:

Approved as to form and legal sufficiency:

City Clerk
SEAL

City Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 1/11/2021

Prepared by: Tim Voelker, P.E. - Utilities & Engineering Director

Title of Item:

STATE REVOLVING FUND AMENDMENT 1 TO LOAN AGREEMENT DW430440 (RC):

RESOLUTION No. 08-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING AMENDMENT 1 TO THE STATE OF FLORIDA DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT DW430440; AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 1; DESIGNATING AUTHORIZED REPRESENTATIVE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The State of Florida Department of Environmental Protection and the City of Stuart entered into a Drinking Water State Revolving Fund Loan Agreement, Number DW430440 for the construction of the Monterey Road Subdivision Watermain Improvements project. Amendment 1 provides adjustments to the loan repayment dates to give the City additional time to complete the closeout of the Monterey Road Subdivision Watermain Improvements project. In addition, Amendment 1 makes the following revisions to Loan Agreement Number DW430440:

1. Section 1 of the Agreement is amended to include the definition for "Final Unilateral Amendment", which has been defined within Amendment 1.
2. Section 8.06 - ABANDONMENT OF AGREEMENT BY PROJECT SPONSOR of the Agreement is deleted and replaced with Section 8.06 ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION, which has been specified within Amendment 1.

All other terms and conditions of the original Agreement remain in effect.

Funding Source:

Resolution 44-2020 authorized Budget Amendment No. 5 to the FY 2019-20 Annual Budget for the Monterey Road Subdivision Watermain Improvements project.

Recommended Action:

Approve Resolution No. 08-2021.

ATTACHMENTS:

Description	Upload Date	Type
☐ Resolution No. 08-2021	12/29/2020	Resolution add to Y drive
☐ Amendment No. 1	1/6/2021	Attachment



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

RESOLUTION NUMBER 08-2021

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA
ADOPTING AMENDMENT 1 TO THE STATE OF
FLORIDA DRINKING WATER STATE REVOLVING
FUND LOAN AGREEMENT DW430440;
AUTHORIZING THE MAYOR TO EXECUTE
AMENDMENT 1; DESIGNATING AUTHORIZED
REPRESENTATIVE; PROVIDING AN EFFECTIVE
DATE, AND FOR OTHER PURPOSES.**

* * * * *

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

SECTION 1: The City of Stuart, Florida has previously approved and executed the State of Florida Drinking Water Revolving Fund Construction Loan Agreement DW430440.

SECTION 2: Amendment 1 provides adjustments to the loan repayment dates to give the City of Stuart additional time to complete the closeout of the Monterey Road Subdivision Watermain Improvements project.

SECTION 3: Section 1.01 of the Agreement is amended to include the definition for “Final Unilateral Amendment”, which is defined within Amendment 1.

SECTION 4: Section 8.06 – ABANDONMENT OF AGREEMENT BY PROJECT SPONSOR of the Agreement is deleted and replaced with Section 8.06 ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION, which has been specified within Amendment 1.

SECTION 5: All other terms and provisions of the Loan Agreement shall remain in full force and effect.

SECTION 6: This resolution shall take effect on adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 11th day of January, 2021.

ATTEST:

MARY R. KINDEL
CITY CLERK

EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

**STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT DW430440
CITY OF STUART**

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

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW430440; and

Loan repayment activities need rescheduling to give the Project Sponsor additional time to complete construction; and

Certain provisions of the Agreement need revision and provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Section 1.01 of the Agreement is amended to include the following definition:

"Final Unilateral Amendment" shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

2. Section 8.06 of the Agreement is deleted and replaced as follows:

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Project Sponsor to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Project Sponsor, suspend or terminate this Agreement.

(1) Failure of the Project Sponsor to draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Project Sponsor, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in

Section 4.07) and provide written notification of Final Unilateral Amendment to the Project Sponsor.

In the event that following the execution of this Agreement, the Project Sponsor decides not to proceed with this Loan, this Agreement can be cancelled by the Project Sponsor, without penalty, if no funds have been disbursed.

3. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on December 15, 2021, and semiannually thereafter on June 15 and December 15 of each year until all amounts due under the Agreement have been fully paid.

4. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Project construction is scheduled for June 15, 2021.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than June 15, 2021.

(4) The first Semiannual Loan Payment in the amount of \$1,689 shall be due December 15, 2021.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 1 to Loan Agreement DW430440 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

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

for
CITY OF STUART

Mayor

Attest:

Approved as to form and legal sufficiency:

SEAL

City Clerk

City Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 1/11/2021

Prepared by: Kev Freeman

Title of Item:

ANNEXATION OF CITY OWNED PROPERTY AT HANEY CREEK (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2452-2021; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ANNEXING, ALLOCATING A FUTURE LAND USE OF CONSERVATION AND ALLOCATING A ZONING CATEGORY OF PUBLIC FOR FOUR (4) CITY OWNED PROPERTIES ADJACENT TO HANEY CREEK AND NW BAKER ROAD AND WHICH ARE SUBJECT TO A FLORIDA COMMUNITIES TRUST GRANT AWARD AGREEMENT AND BEING MORE FULLY DESCRIBED IN EXHIBITS A1, A2, A3 and A4 ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Item History

This item was approved by the Local Planning Agency Meeting of December 14, 2020. Staff have communicated with the County's Growth Management Department and confirmed that the County has no immediate plan to amend the Future land use of their property to Conservation.

In terms of a creation of an enclave the City Attorney in attachment D3 to this agenda item states:

'Based upon the foregoing facts and analysis it is my opinion that the voluntary annexation of this parcel into the municipal boundaries of the City of Stuart complies with three of the four conditions set forth in Florida Statute §171.044. If the County challenges this annexation application, it is unlikely that the City will meet the burden of proof to comply with the state statute.'

Background

The four (4) properties subject of this application are affected by the conditions and restrictions contained within a Florida Communities Trust Grand Award Agreement dated 28th June, 2000. The agreement sets out the conservation of an area of land contiguous to the Haney Creek watershed. The agreement further states that the properties within the project site should be assigned a Future Land Use of Open Space, Conservation or outdoor recreation uses.

At the present time the properties are within the jurisdiction of Martin County and each are assigned a Future Land Use of one of either Mobile Home, Low Density or Medium Density.

Summary

Staff have confirmed with the County Administrator that the County have no objection to the annexation of the properties subject of this application. Staff have also confirmed that County is not interested in the annexation of the remaining County owned parcel, which has a Future Land Use of Low Density.

The proposal is therefore to annex the four (4) City owned properties into the City limits and to allocate a future land use category of Conservation and zoning category of Public to each property.

Conservation future land use is defined in the Comprehensive Plan such: The purpose[s] of the conservation category include: to conserve and protect natural resources including wetlands, floodplains, unique native vegetation, and habitat of listed species; to provide flood control; and to provide a general open space amenity. Uses allowed include passive recreation support facilities and other public facilities and utilities which do not conflict with the purpose of this land use category.

A Public zoning category allows uses that are of a public function such as parks.

Funding Source:

N/A.

Recommended Action:

Move to Approve Ordinance 2452-2020 at first reading.

ATTACHMENTS:

Description	Upload Date	Type
▢ A1. Ord 2452-2021 Haney Creek City Properties	12/17/2020	Ordinance add to Y drive
▢ A2. Exhibit A1 to Ord 2452-2021	12/17/2020	Exhibit
▢ A3. Exhibit A2 to Ord 2452-2021	12/17/2020	Exhibit
▢ A4. Exhibit A3 to Ord 2452-2021	12/17/2020	Exhibit
▢ A5. Exhibit A4 to Ord 2452-2021	12/17/2020	Exhibit
▢ B1. Staff Presentation	12/18/2020	Staff Report
▢ C1. Subject Property	9/28/2020	Backup Material
▢ C2. Notification Property Owners 300ft	9/28/2020	Attachment
▢ C3. County Notification	9/28/2020	Attachment
▢ D1. Resolution 181-98	9/25/2020	Backup Material
▢ D2. FCT Grant Agreement	9/25/2020	Backup Material
▢ D3. City Attorney Letter	10/1/2020	Backup Material

Return to:

**City Attorney's Office
City of Stuart
121 SW Flagler Street
Stuart, FL 34994**

ORDINANCE No. 2452-2021

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ANNEXING, ALLOCATING A FUTURE LAND USE OF CONSERVATION AND ALLOCATING A ZONING CATEGORY OF PUBLIC FOR FOUR (4) CITY OWNED PROPERTIES ADJACENT TO HANEY CREEK AND NW BAKER ROAD AND WHICH ARE SUBJECT TO A FLORIDA COMMUNITIES TRUST GRANT AWARD AGREEMENT AND BEING MORE FULLY DESCRIBED IN EXHIBITS A1, A2, A3 and A4 ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, The City of Stuart as petitioner, constituting the fee simple title holder to the four (4) parcels consisting of a combined 42.46 acres, more particularly described in **Exhibits "A1, A2, A3 and A4"**, attached hereto and made a part thereof, has voluntarily requested the City of Stuart annex said land into the corporate limits of the City; and

WHEREAS, the City Commission, has considered the Petitioner's voluntary request for annexation, 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; that said lands are contiguous with the corporate limits of the City of Stuart, creates no enclaves, is reasonably compact, and that the City can effectively provide police, fire, and sanitary services to said land, all in compliance with the terms and requirements of Sec. 171.44, Florida Statutes, and the City of Stuart Code.

SECTION 2. Annexation. The parcels of lands more particularly described in **Exhibits "A1, A2, A3 and A4"**, are hereby annexed into and shall be within the corporate limits of the City of Stuart, Florida, and that same shall henceforth be a part of said City as if said lands were originally a part of the City of Stuart.

SECTION 3. Future Land Use. The parcels of lands more particularly described in **Exhibits "A1, A2, A3 and A4"**, are hereby designated a City of Stuart Future Land Use of Conservation.

SECTION 4. Zoning. The parcels of lands more particularly described in **Exhibits "A1, A2, A3 and A4"**, are hereby designated a City of Stuart zoning category of Public.

SECTION 5. Directions to the City Clerk. The City Clerk shall cause the boundaries as set forth in the City's Charter to be amended and codified. The City Clerk shall submit such documentation as required by law to give effect to this ordinance to the Clerk of the Circuit Court, Board of County Commissioners Florida Statute 171.044(6) within 10 days prior to second reading adoption, the Chief Administrative Officer of Martin County, and the Florida Department of State within seven (7) days following adoption, in accordance with Section 171.044, Florida Statutes. 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.

SECTION 6. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

SECTION 7. 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. The corporate boundary of the City shall be re-codified to include lands annexed.

SECTION 8. Adoption. This ordinance shall take effect upon adoption

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

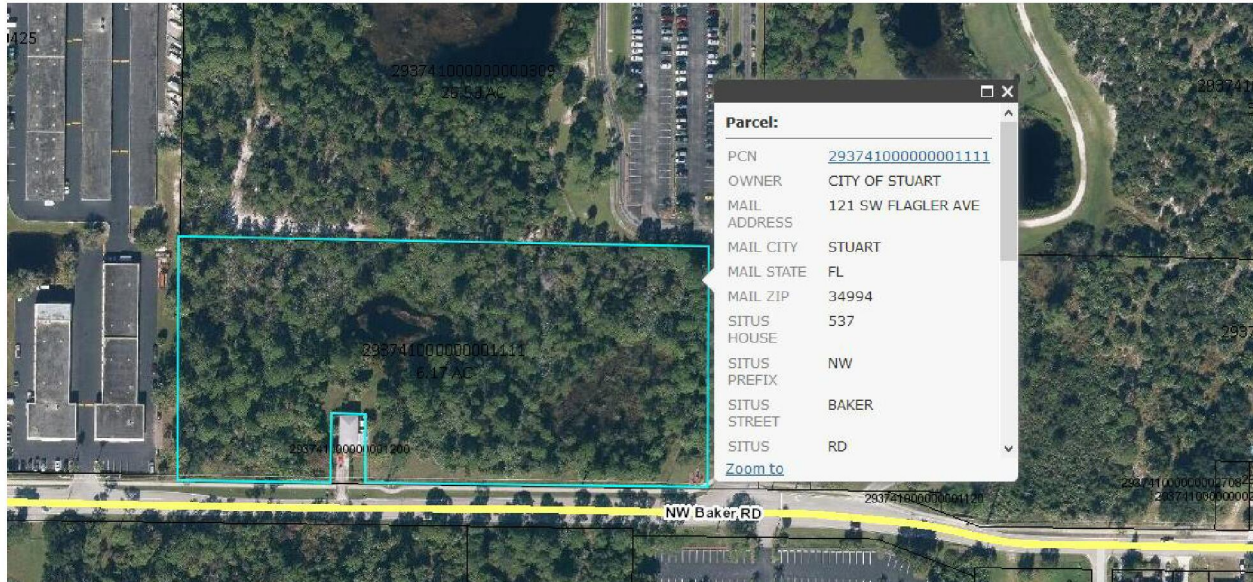
Exhibits

EXHIBIT A1 to Ordinance 2452-2020

PARCEL ID: 29-37-41-000-000-00111-1

ACRES: 6.12

ADDRESS: 537 NW BAKER RD, STUART



LEGAL DESCRIPTION

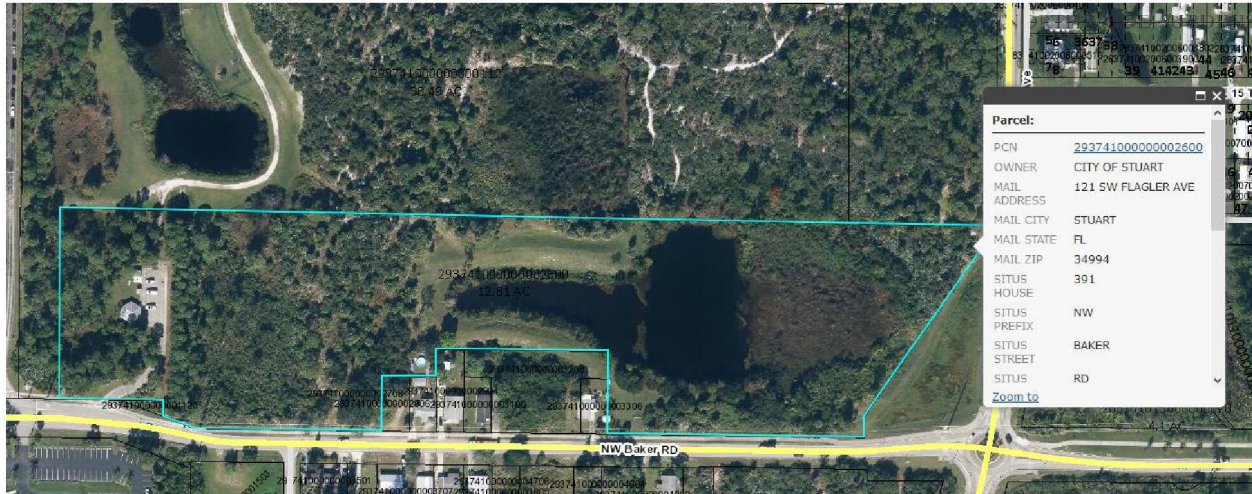
Commence at the Southeast corner of Section 29, Township 37 South, Range 41 East, Martin County, Florida, thence N 88°49'00" W along the South line of said section, a distance of 272.50', thence N 00°15'00" E along a line parallel to the East line of said section a distance of 874.94' to the South right of way line of Baker Road; thence N 89°04'50" W along said line, a distance of 282.26' to the Point of Beginning; thence N 89°04'50" W a distance of 50'; thence S 00°55'10" W a distance of 100'; thence N 89°04'50" W a distance of 200'; thence N 00°55'00" E a distance of 100'; thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 100' thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 107'; thence S 88°49'00" E a distance of 172.50'; thence S 00°18'41" W a distance of 664.53' to a point on the South line of Section 29; thence S 88°49'00" E along said South section line 335.44'; thence N 00°15'14" E a distance of 668.21'; thence N 88°56'17" W a distance of 57.22'; thence N 00°55'10" E a distance of 205.53' to the South right of way line of Baker Road and the Point of Beginning.

EXHIBIT A2 to Ordinance 2452-2020

PARCEL ID: **29-37-41-000-000-00260-0**

ACRES: **13.0**

ADDRESS: **391 NW BAKER RD, STUART**



LEGAL DESCRIPTION

Begin 633 feet East of the Northwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, thence run East 678 feet to the West road right-of-way, thence run Southwesterly and South to the North road right-of-way, thence run West along right-of-way 460 feet, thence run North 100 feet, thence run East 35 feet and North 292.87 feet to the Point of Beginning, Section 29, Township 37 South, Range 41 East, Martin County, Florida.

AND

Begin 1,326.1 feet North of the Southeast section corner and 703.15 feet West for the Point of Beginning, thence continue West 300 feet, thence run South 244.59 feet, thence run East 265 feet, thence run South 50 feet, thence run East 35 feet and North 292.89 feet to the Point of Beginning, Section 29, Township 37 South, Range 41 East, Martin County, Florida.

AND

Begin at the Northwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, thence run South 396.48 feet, thence run East along road right-of-way 180.12 feet, thence run North 100 feet, thence run East 100 feet, thence run North 50 feet, thence run East 50 feet, thence run North 244.59 feet and East 333 feet to the Point of Beginning, and the East 171 feet of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, lying North of Baker Road, Section 29, Township 37 South, Range 41 East, Martin County, Florida.

AND

That part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 37 South, Range 41 East, Martin County, Florida, lying North of the North right-of-way of Baker Road; less triangle along North right-of-way as described in O.R. Book 1076, Page 2499 and less that West 925.89 feet thereof.

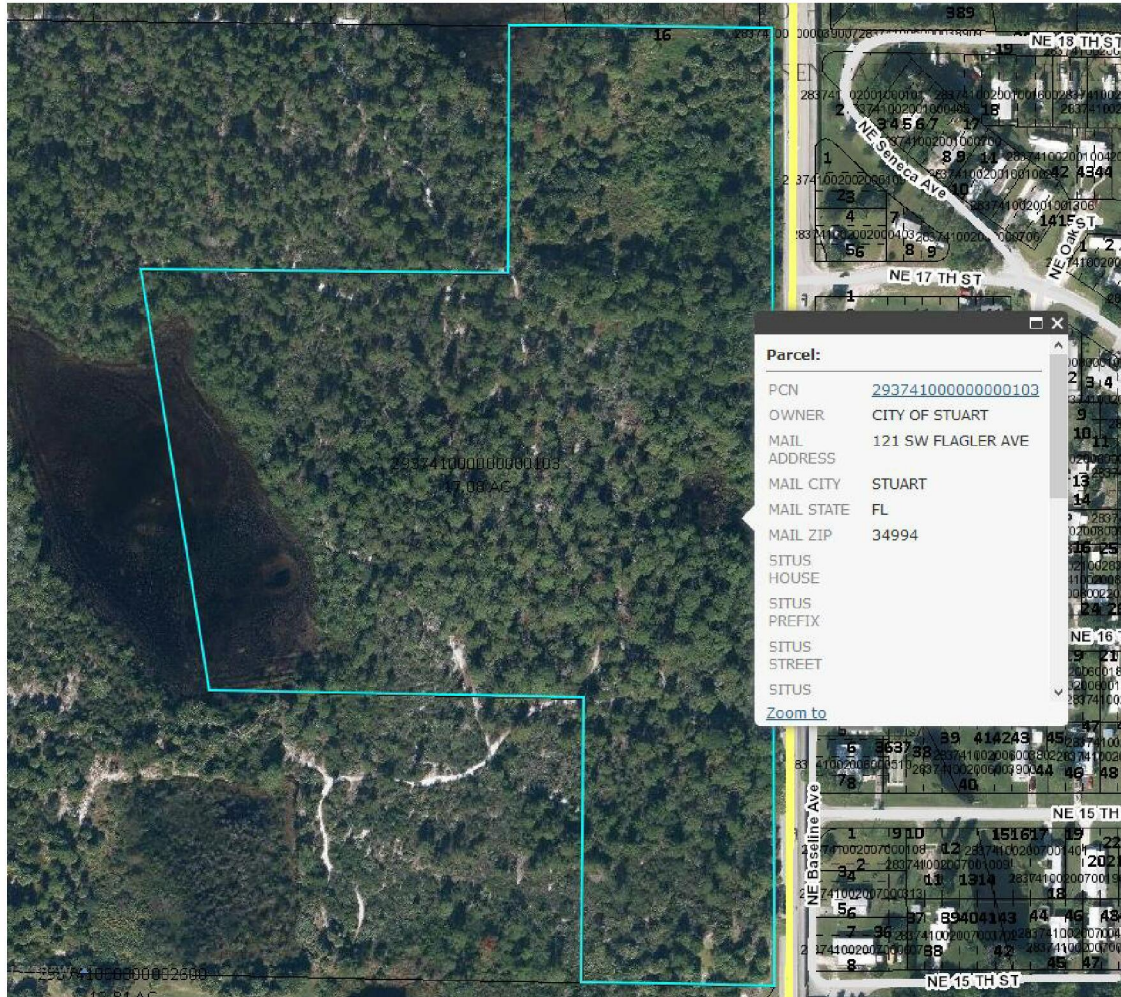
(Containing 13 Acres +/-)

EXHIBIT A3 to Ordinance 2452-2020

PARCEL ID: 29-37-41-000-000-00010-3

ACRES: 16.9

ADDRESS: NW GREEN RIVER PKY, STUART



LEGAL DESCRIPTION

Part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 37 South, Range 41 East, Martin County, Florida, described as follows:

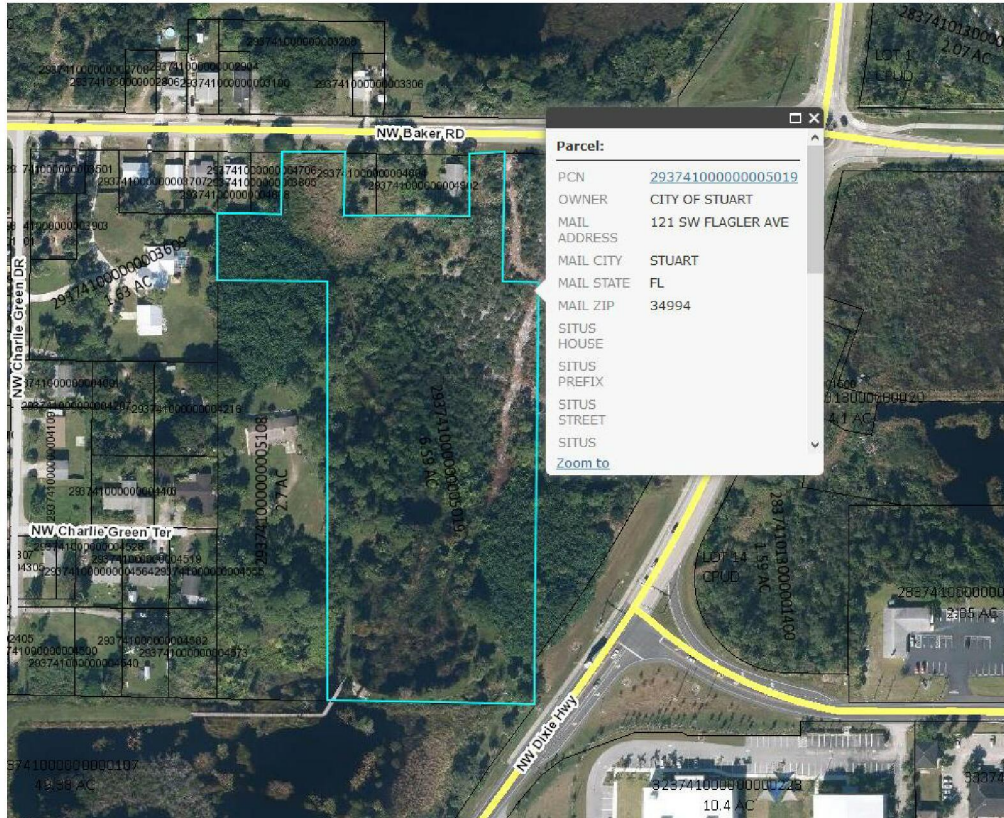
Begin 2,255 feet, more or less, East of the Northwest corner of the Southeast $\frac{1}{4}$; thence run South 350 feet, thence run West 520 feet; thence run South $09^{\circ}43'31''$ East 603.83 feet; thence run East 530 feet; thence run South 400 feet; thence run East to the East line of Section; thence run North to the Northeast corner of the Southeast $\frac{1}{4}$ and West to the Point of Beginning. Less and except the East 30 feet thereof.

EXHIBIT A4 to Ordinance 2452-2020

PARCEL ID: 29-37-41-000-000-00501-9

ACRES: 6.44

ADDRESS: UNASSIGNED, SOUTH BAKER ROAD, STUART



LEGAL DESCRIPTION

Commence at the Southeast corner of Section 29, Township 37 South, Range 41 East, Martin County, Florida, thence N 88°49'00" W along the South line of said section, a distance of 272.50', thence N 00°15'00" E along a line parallel to the East line of said section a distance of 874.94' to the South right of way line of Baker Road; thence N 89°04'50" W along said line, a distance of 282.26' to the Point of Beginning; thence N 89°04'50" W a distance of 50'; thence S 00°55'10" W a distance of 100'; thence N 89°04'50" W a distance of 200'; thence N 00°55'00" E a distance of 100'; thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 100' thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 107'; thence S 88°49'00" E a distance of 172.50'; thence S 00°18'41" W a distance of 664.53' to a point on the South line of Section 29; thence S 88°49'00" E along said South section line 335.44'; thence N 00°15'14" E a distance of 668.21'; thence N 88°56'17" W a distance of 57.22'; thence N 00°55'10" E a distance of 205.53' to the South right of way line of Baker Road and the Point of Beginning.

CITY COMMISSION
January 11th, 2021

ANNEXATION OF CITY OWNED PROPERTY AT HANEY CREEK



1

Ordinance 2452 - 2020

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ANNEXING, ALLOCATING A FUTURE LAND USE OF CONSERVATION AND ALLOCATING A ZONING CATEGORY OF PUBLIC FOR FOUR (4) CITY OWNED PROPERTIES ADJACENT TO HANEY CREEK AND NW BAKER ROAD AND WHICH ARE SUBJECT TO A FLORIDA COMMUNITIES TRUST GRANT AWARD AGREEMENT AND BEING MORE FULLY DESCRIBED IN EXHIBITS A1, A2, A3 and A4 ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.



2

Location



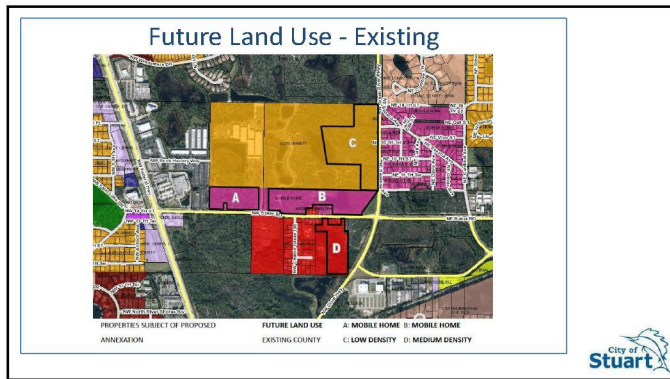
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B: PID# 29-37-41-000-000-00020-0
D: PID# 29-37-41-000-000-00040-9

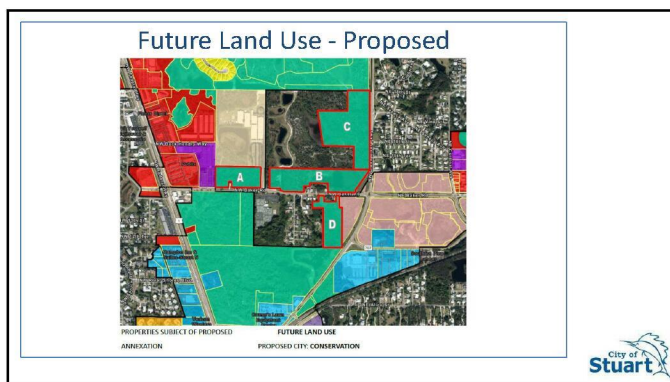
PROPERTIES SUBJECT OF PROPOSED
ANNEXATION



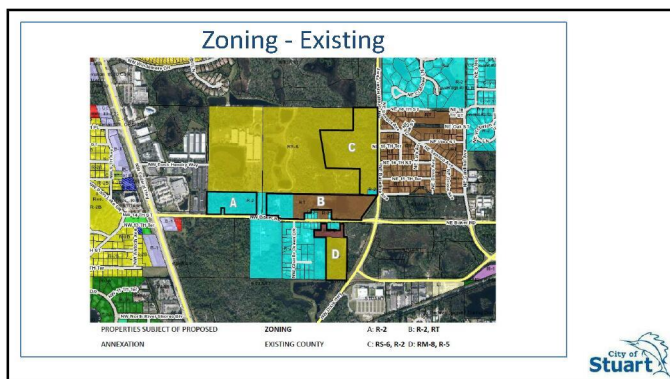
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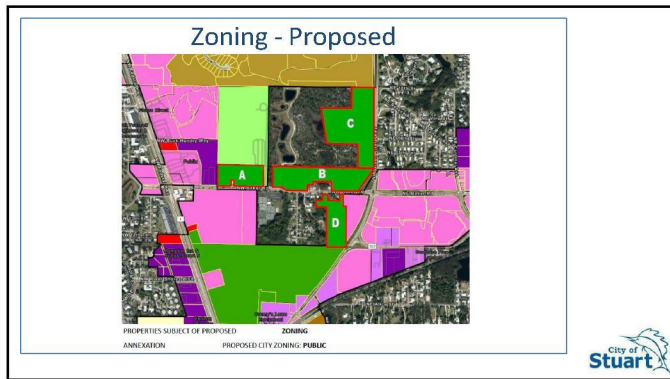
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5



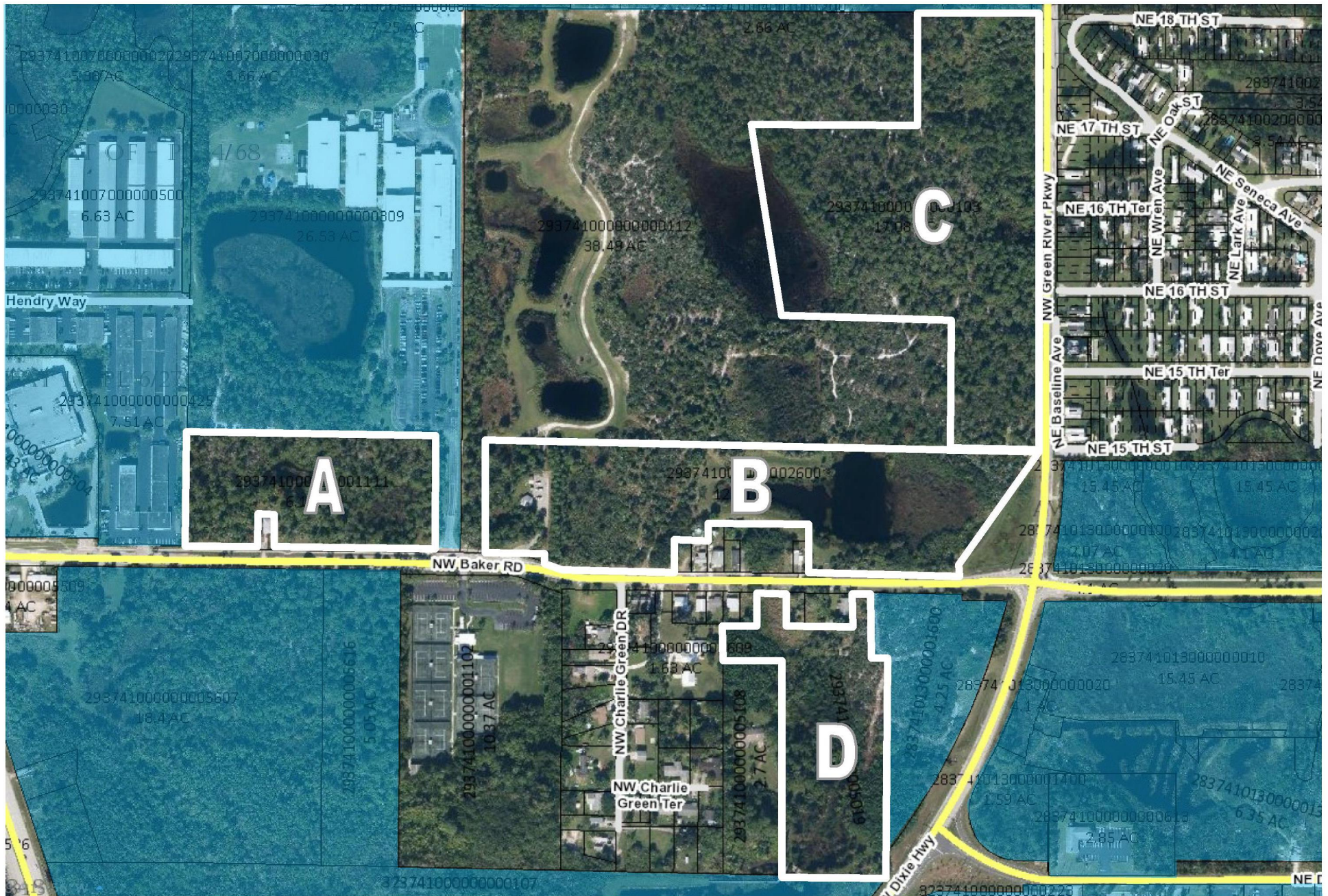
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7



8



A: PID#: 29-37-41-000-000-00111-1

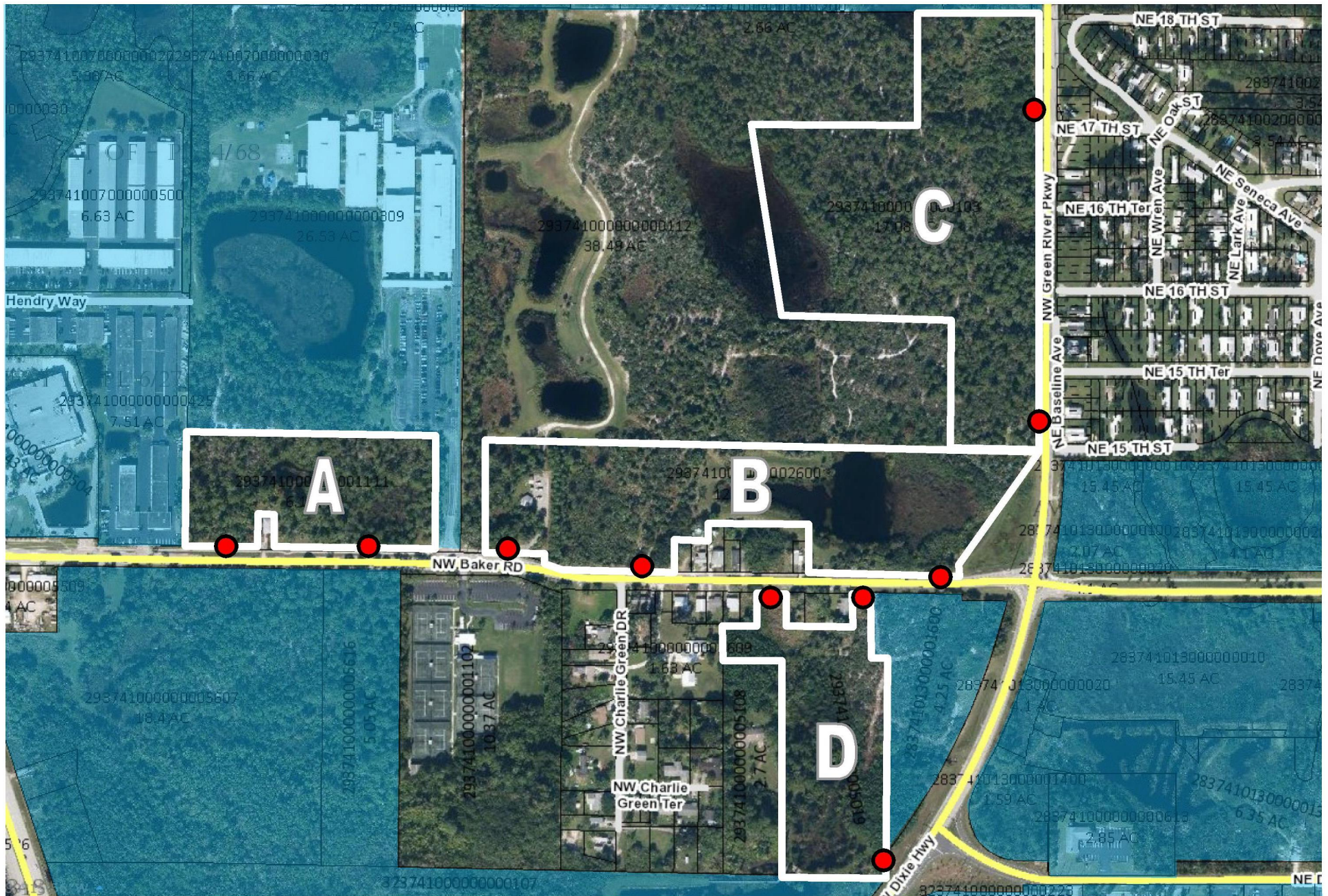
B: PID#: 29-37-41-000-000-00260-0

PROPERTIES SUBJECT OF PROPOSED

C: PID#: 29-37-41-000-000-00010-3

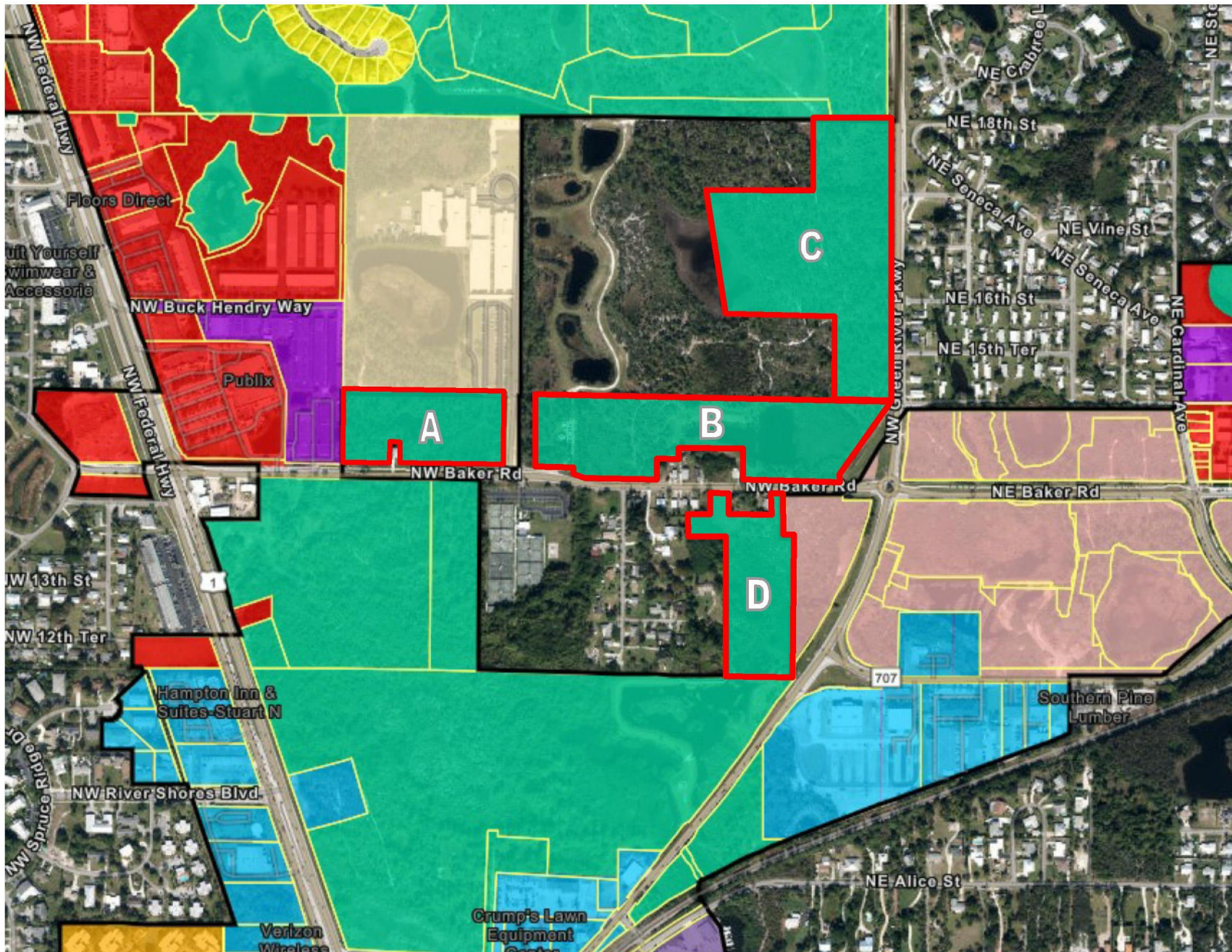
D: PID#: 29-37-41-000-000-00501-9

ANNEXATION



SITE NOTICE LOCATIONS

PROPERTIES SUBJECT OF PROPOSED ANNEXATION

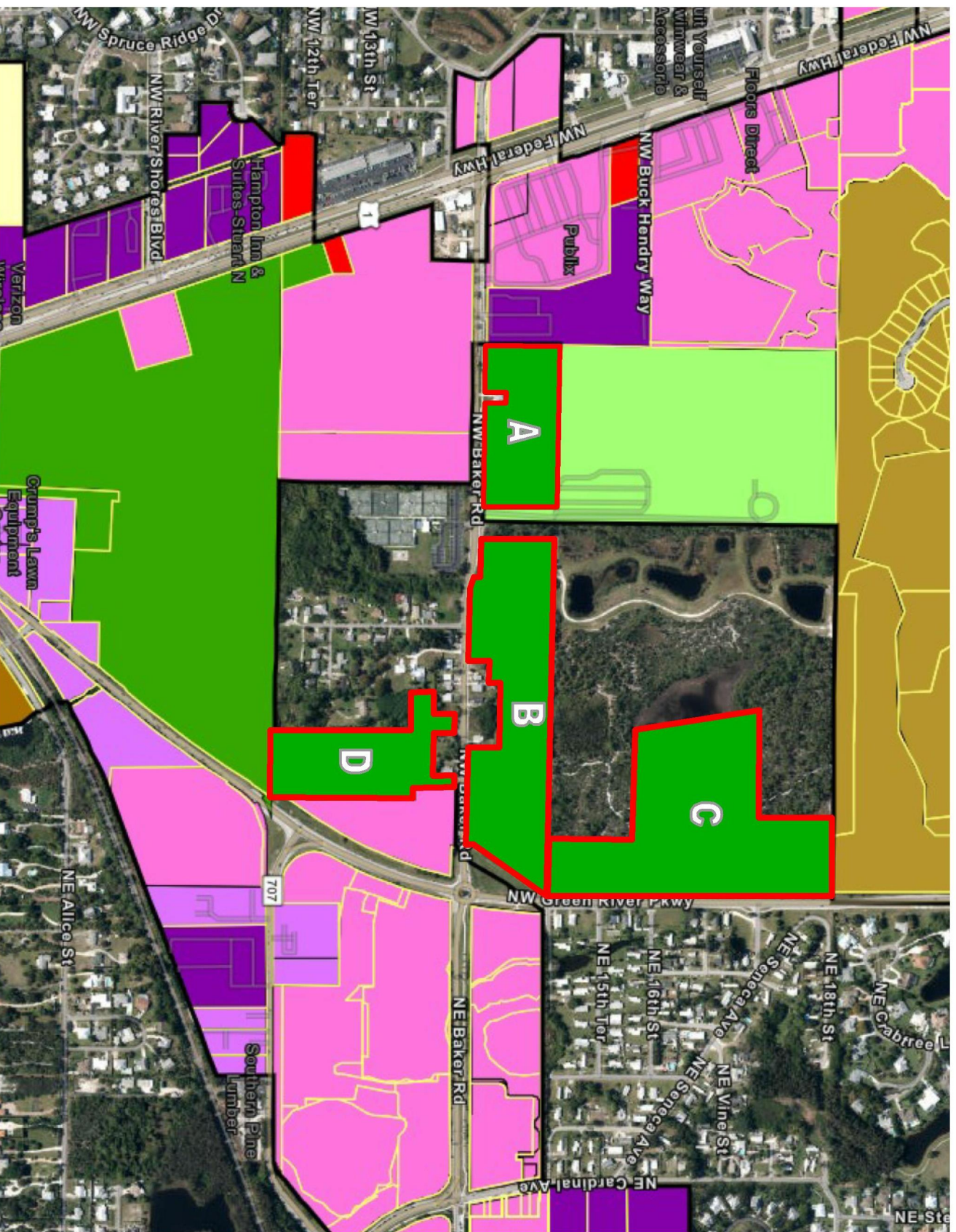


PROPERTIES SUBJECT OF PROPOSED

FUTURE LAND USE

ANNEXATION

PROPOSED CITY: **CONSERVATION**



PROPERTIES SUBJECT OF PROPOSED

ZONING

ANNEXATION

PROPOSED CITY ZONING: PUBLIC

Owner	Mail Street Addr	Mail City	Mail State	Mail Zip
16330B55 TRUST	1015 10TH ST	LAKE PARK	FL	33403
ABSHIRE CAROL F	18 MOHAVE RD	CRAWFORDVILLE	FL	32327
AVONLEA COMMERCIAL CORNERS LLC	100 SW ALBANY AVE #200	STUART	FL	34994
AVONLEA PROPERTY OWNERS ASSOCIATION	PO BOX 1610	JENSEN BEACH	FL	34958
BAGNASCO JEFF	38 NE 16TH TERR	STUART	FL	34994
BAKER RD LLC	20734 NW 29TH AVE	BOCA RATON	FL	33434
BASHAWAY MARIA LEONORBASHAWAY PAUL DAVID	61 NE 15TH TERR	STUART	FL	34994
BEACH, NETTIE ANN	PO BOX 141	STUART	FL	34995
BETEL PROPERTIES	2702 SE JANET ST	STUART	FL	34997
BROWN JENNIFER LSATUR DAVID	1822 NE CRABTREE TR	JENSEN BEACH	FL	34957
BUTTONWOOD TENNIS CLUB LLC	400 NW BAKER RD	STUART	FL	34994
CHURCH OF JESUS CHRIST	1628 APACHE AVE	STUART	FL	34994
COGOSSI MATTHEW	1368 NW CHARLIE GREEN DR	STUART	FL	34994
COOPER THOMAS JCOOPER VIRGINIA K	1585 N BASELINE AVE	STUART	FL	34994
DURYEA CHARLES H	1535 NW 9TH AVE	STUART	FL	34994
DYSON MILA L/E	42 NE 15TH TERR	STUART	FL	34994
ESTRADA, VICTORIALAEON, COSMEN	55 NE 16TH ST	STUART	FL	34994
FARMER, BOBBY RAY JR	956 NW EGRET CT	STUART	FL	34994
IORE MICHAELIORE MARTIN	1043 FAIRVIEW AVE	LAKE FOREST	IL	60045
FISHER, GLENN W	49 NE 15TH ST	STUART	FL	34994
FORTIN VIRGINIA L	1740 NE SENECA AVE	STUART	FL	34994
FRANK A WACHA JR TRUSTEE	PO BOX 1610	JENSEN BEACH	FL	34958
FREDERICK H RUTZKE FARMS INC	325 SE ST LUCIE BLVD	STUART	FL	34996
FYR SFR BORROWER LLC	3505 KOGER BLVD #400	DULUTH	GA	30096
GARCIA MIGUEL AGARCIA JANET	14645 SW SANDY OAKS LOOP	INDIANTOWN	FL	34956
GARLAND MARJORIE	190 SW KANNER HWY	STUART	FL	34997
GATHRIGHT THOMASGATHRIGHT LINDSEY	1832 NE CRABTREE LN	JENSEN BEACH	FL	34957
GONZALEZ GAUDENCIO	1104 NW 16TH PL	STUART	FL	34994
GREEN MARGARET	1358 NW CHARLIE GREEN DR	STUART	FL	34994
HALL, KENNETH D	93 NE OAK ST	STUART	FL	34994
HENDRY PROPERTIES INC	656 NW BUCK HENDRY WAY	STUART	FL	34994
HOLLINGER JODY	276 NW CHARLIE GREEN TERR	STUART	FL	34994
HOWARD-DAVIS, BOBBIE MOORE, SHELLEY L	225 NW CHARLIE GREEN TER	STUART	FL	34994
HUGHES, WILLIAM NHUGHES, MARTHA A (T/C)	738 HUGHES RD	FRANKLIN	KY	42134
JK & MAG HOMES & ASSOCIATES INC	5354 NW ALAM CIR	PORT ST LUCIE	FL	34986
JOSUE DIANA DIXON	2601 ARNOLD CT	FORT PIERCE	FL	34946
KINDIG CHRISTOPHER WKINDIG MELISSA C	646 NE RIVER TERR	JENSEN BEACH	FL	34957
LEONARD ANNIE ESTATE	1900 S KANNER HWY #5-201	STUART	FL	34994
LEONARD OTIS SRLEONARD OTIS JR	292 NW BAKER RD #A	STUART	FL	34994
MAIZE, JOYCE	236 NW CHARLIE GREEN TER	STUART	FL	34994
MARTIN COUNTY	2401 SE MONTEREY RD	STUART	FL	34996
MCLENDON MONTE PARKER	272 NW BAKER RD	STUART	FL	34994
MIHAYLOV VASILTODOROVA GALINA S	3864 SE FAIRWAY WEST	STUART	FL	34997
MYERS WANDA SILSBY	1535 N BASELINE AVE	STUART	FL	34994
NEADOW CHRISTINA	1148 S ORTONVILLE RD	ORTONVILLE	MI	48462
NORTHWOOD MOBILE HOME PARK LLC	21346 ST ANDREWS BLVD #420	BOCA RATON	FL	33433
NORTHWOOD TWIN LAKES, INC	152 NE 15TH TERR	STUART	FL	34994
PARRISH NEALIE C	222 NW BAKER RD	STUART	FL	34994
PINEAPPLE PLANTATION PROPERTY OWNERS	1111 SE FEDERAL HWY SUITE 100	STUART	FL	34994
PUBLIX SUPER MARKETS INC	PO BOX 32018	LAKELAND	FL	33802
RABENOLD, MARLYN L	6700 WYMAN LN	CINCINNATI	OH	45243
RICKARD RODNEY L/E	82 NE 15TH TERR	STUART	FL	34994
RPMO PROPERTIES II LLC	2854 NE ROSETREE DR	JENSEN BEACH	FL	34957
SANCHEZ FERNANDO RUBIO	4476 SE BECKET AVE	STUART	FL	34997
SCHOOL BOARD OF MARTIN COUNTY	500 E OCEAN BLVD	STUART	FL	34994
SOLID GROUND OF MARTIN COUNTY LLC	2076 NW DIAMOND CREEK WAY	JENSEN BEACH	FL	34957
STRAIN BRIAN	4357 HICKORY HOLLOW RD	GASTONIA	NC	28056
TELM, SANDRA LYNN	37 NE 16TH TER	STUART	FL	34994
THAYER JOAN ELAINE	1 NE 15TH TERR	STUART	FL	34994
TILLMAN, JERRY D III	62 NE 18TH ST	STUART	FL	34994
TLC LLC	1592 NE SOUTH ST	JENSEN BEACH	FL	34957
TREASURE COAST COMMUNITY CHURCH INC	PO BOX 1511	JENSEN BEACH	FL	34958
TYSON CLEVELAND	231 NW BAKER RD	STUART	FL	34994
VILORIA MARIO WVILORIA CARMEN	1720 NE SENECA AVE	STUART	FL	34994
WELLIVER, ALAN RWELLIVER, BRENDA L	27 NE 16TH TERR	STUART	FL	34994
WILLIAMS JAMES ESTATE	1100 NW 128TH ST	MIAMI	FL	33168
WILSON SHACARA D	3654 BURLINGTON AVE N	ST PETERSBURG	FL	33713



Development Department
121 SW Flagler Ave. Stuart FL 34994
Phone: 772.600.5375

VIA MAIL AND EMAIL

September 17th, 2020
Taryn Kryzda
County Administrator
Martin County Administrative Center
2401 SE Monterey Road
Stuart, FL 34996

RE: City of Stuart property annexations.

Dear Taryn,

In accordance with the City of Stuart Comprehensive Plan Intergovernmental Coordination Element Policy A8.13, please find enclosed a proposal for the City to annex four properties located in the area adjacent to NW Baker Road and NW Green River Parkway, Stuart. The properties are all in ownership of the City of Stuart and subject to a Florida Communities Trust grant award agreement. Details of each property are also attached.

As part of the application the City proposes to assign a Future Land Use of Conservation and a Zoning of Public to each parcel.

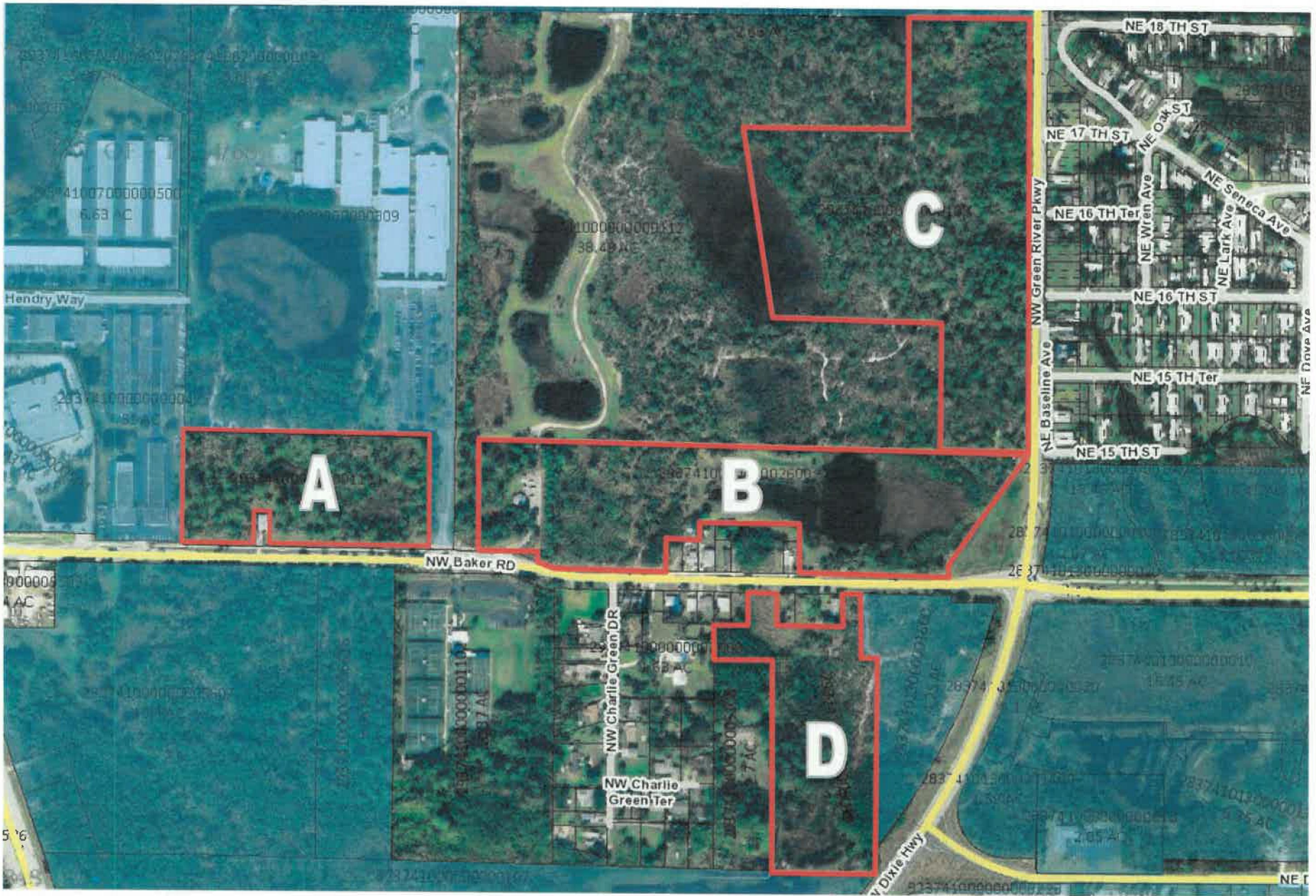
The proposal is scheduled for the October 8th, 2020 Local Planning Agency meeting and hearings at the October 26th, 2020 and November 9th, 2020 City Commission meetings. If possible, please review and submit comments by Friday, October 2nd, 2020.

If you have any questions or would like to schedule a meeting to discuss the proposal, please feel free to contact me at 772 288 5328.

Sincerely,

Kev Freeman
Development Director

CC: Paul Shilling, Growth Management Director
Sarah Woods, County Attorney



A: PID#: 29-37-41-000-000-00111-1

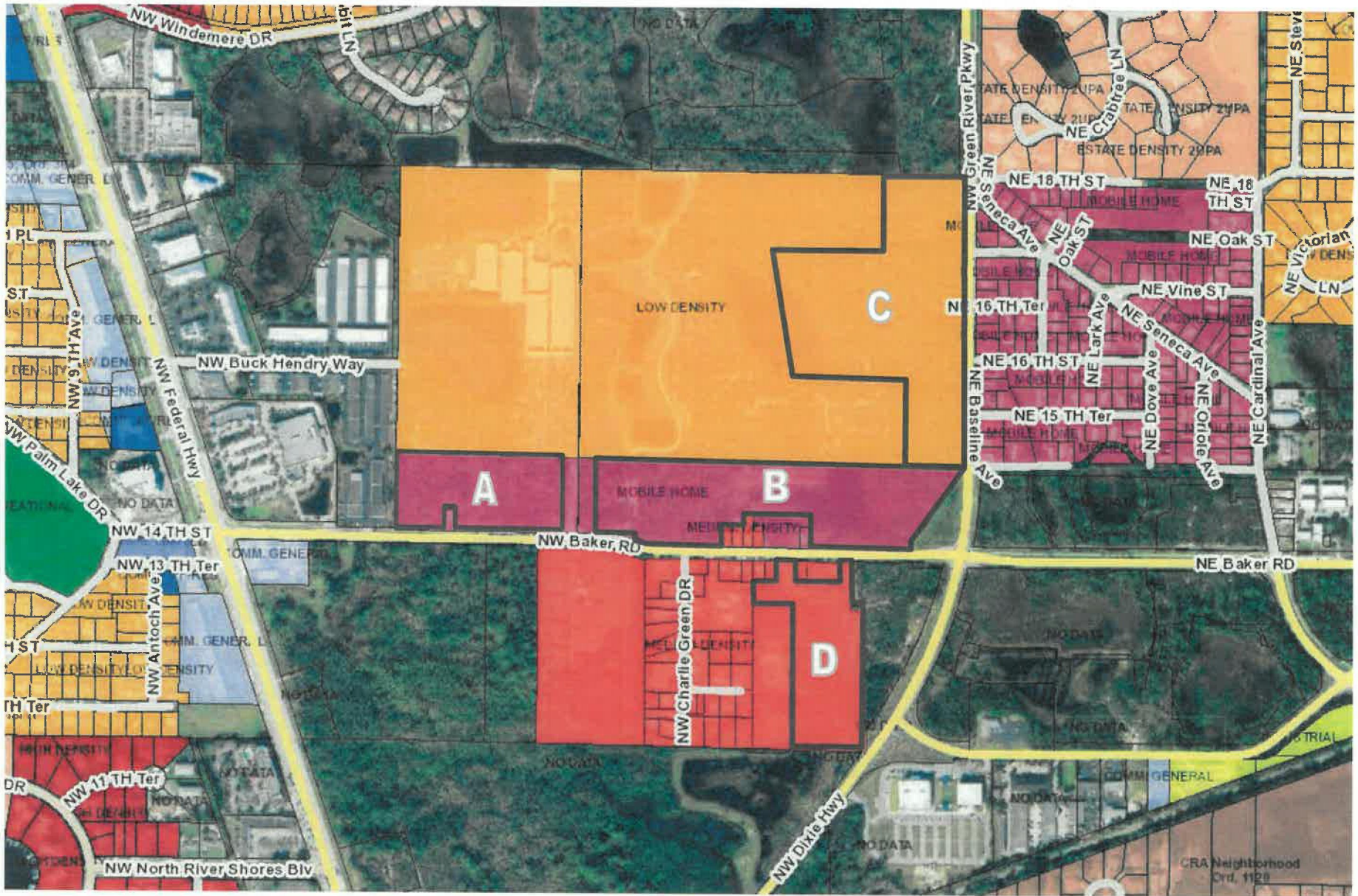
B: PID#: 29-37-41-000-000-00260-0

PROPERTIES SUBJECT OF PROPOSED

C: PID#: 29-37-41-000-000-00010-3

D: PID#: 29-37-41-000-000-00501-9

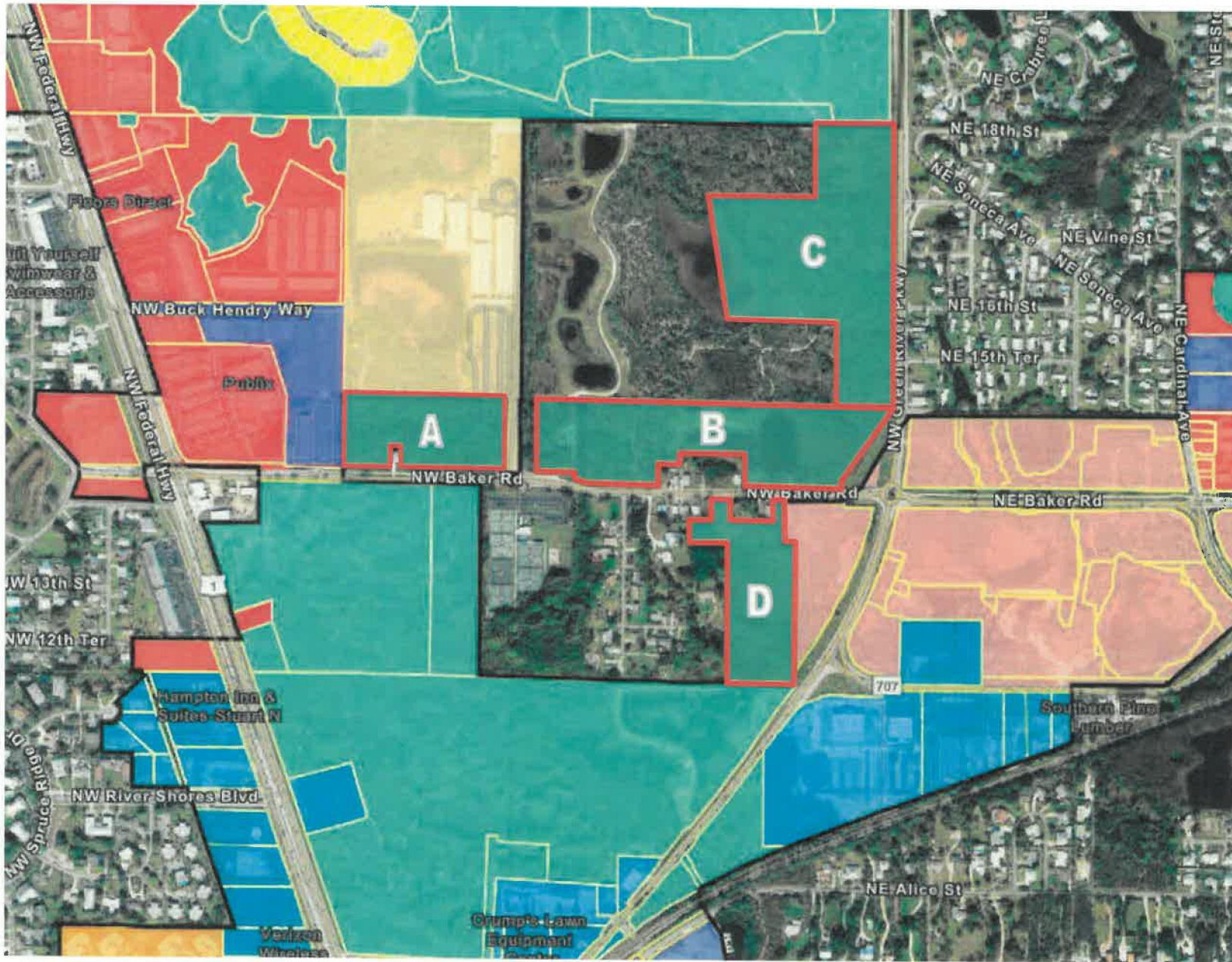
ANNEXATION



PROPERTIES SUBJECT OF PROPOSED
ANNEXATION

FUTURE LAND USE
EXISTING COUNTY

A: MOBILE HOME B: MOBILE HOME
C: LOW DENSITY D: MEDIUM DENSITY



PROPERTIES SUBJECT OF PROPOSED
ANNEXATION

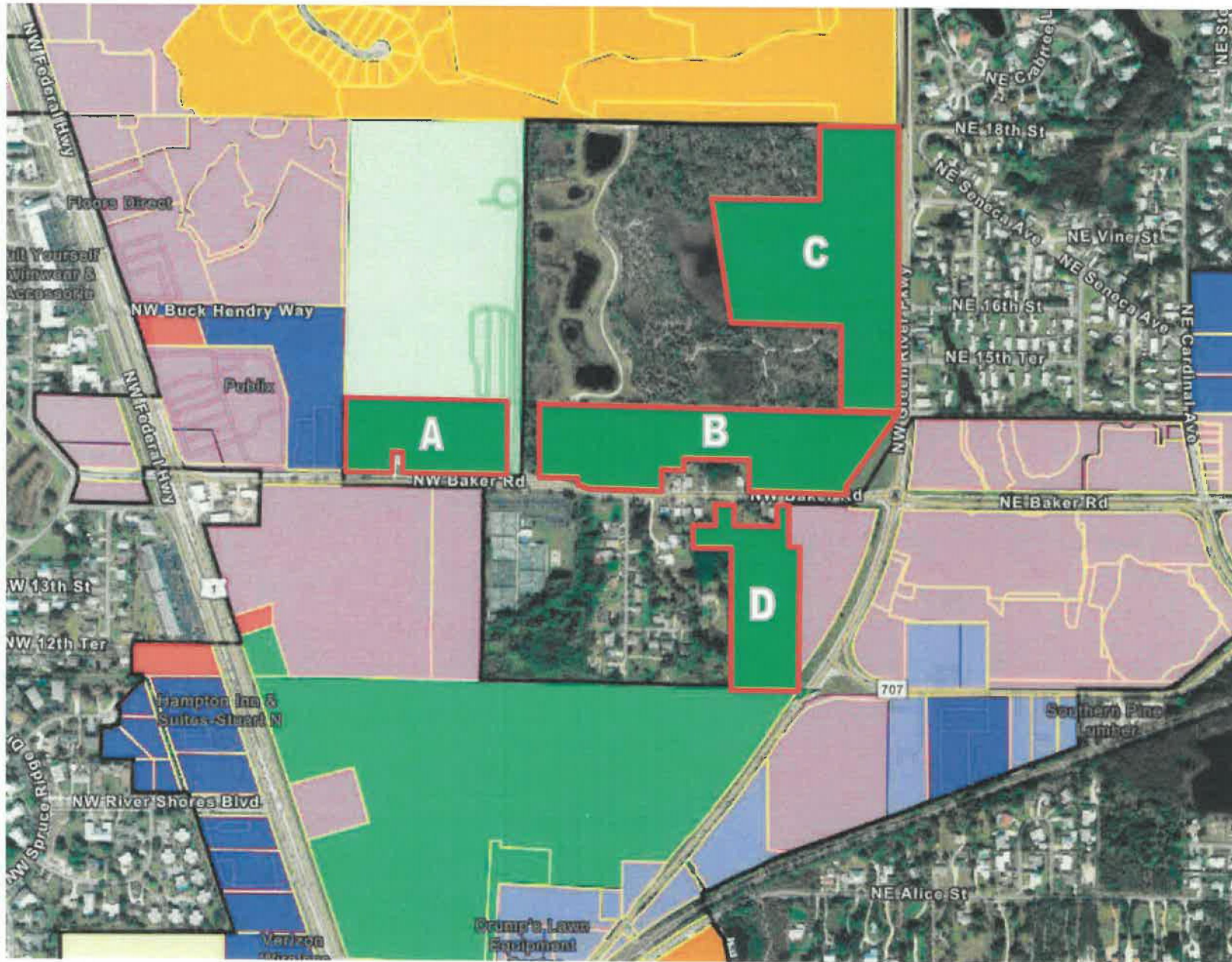
FUTURE LAND USE
PROPOSED CITY: CONSERVATION



PROPERTIES SUBJECT OF PROPOSED ANNEXATION

ZONING
EXISTING COUNTY

A: R-2 B: R-2, RT
C: RS-6, R-2 D: RM-8, R-5



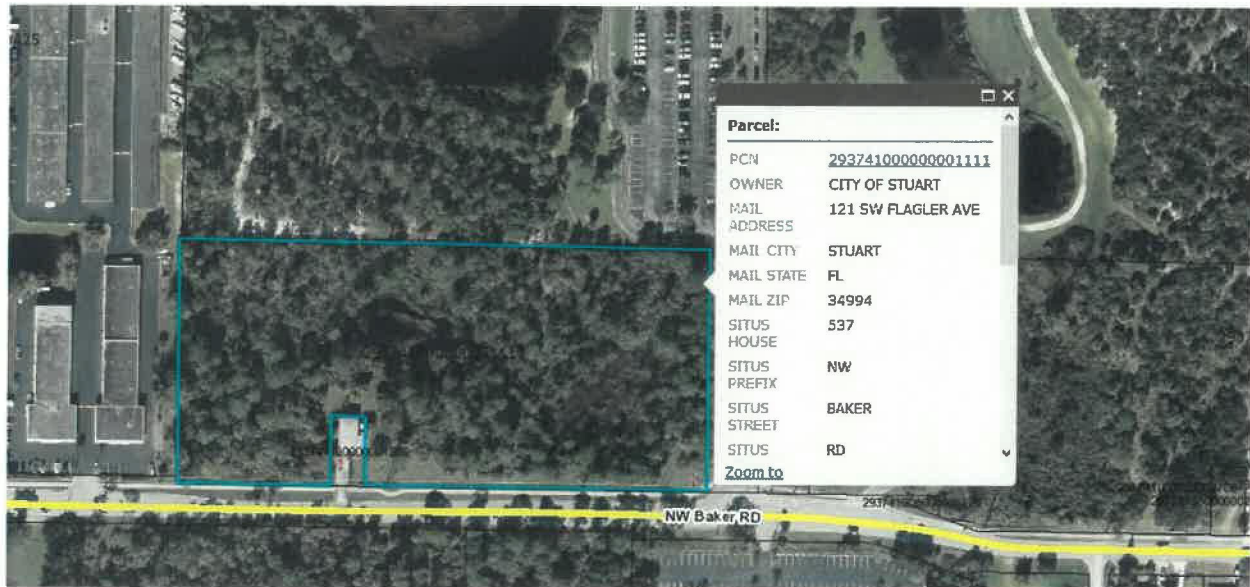
PROPERTIES SUBJECT OF PROPOSED ANNEXATION

PROPOSED CITY ZONING: **PUBLIC**

PARCEL ID: 29-37-41-000-000-00111-1

ACRES: 6.12

ADDRESS: 537 NW BAKER RD, STUART

**LEGAL DESCRIPTION**

Commence at the Southeast corner of Section 29, Township 37 South, Range 41 East, Martin County, Florida, thence N 88°49'00" W along the South line of said section, a distance of 272.50', thence N 00°15'00" E along a line parallel to the East line of said section a distance of 874.94' to the South right of way line of Baker Road; thence N 89°04'50" W along said line, a distance of 282.26' to the Point of Beginning; thence N 89°04'50" W a distance of 50'; thence S 00°55'10" W a distance of 100'; thence N 89°04'50" W a distance of 200'; thence N 00°55'00" E a distance of 100'; thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 100' thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 107'; thence S 88°49'00" E a distance of 172.50'; thence S 00°18'41" W a distance of 664.53' to a point on the South line of Section 29; thence S 88°49'00" E along said South section line 335.44'; thence N 00°15'14" E a distance of 668.21'; thence N 88°56'17" W a distance of 57.22'; thence N 00°55'10" E a distance of 205.53' to the South right of way line of Baker Road and the Point of Beginning.

PARCEL ID: 29-37-41-000-000-00260-0

ACRES: 13.0

ADDRESS: 391 NW BAKER RD, STUART



LEGAL DESCRIPTION

Begin 633 feet East of the Northwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, thence run East 678 feet to the West road right-of-way, thence run Southwesterly and South to the North road right-of-way, thence run West along right-of-way 460 feet, thence run North 100 feet, thence run East 35 feet and North 292.87 feet to the Point of Beginning, Section 29, Township 37 South, Range 41 East, Martin County, Florida.

AND

Begin 1,326.1 feet North of the Southeast section corner and 703.15 feet West for the Point of Beginning, thence continue West 300 feet, thence run South 244.59 feet, thence run East 265 feet, thence run South 50 feet, thence run East 35 feet and North 292.89 feet to the Point of Beginning, Section 29, Township 37 South, Range 41 East, Martin County, Florida.

AND

Begin at the Northwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, thence run South 396.48 feet, thence run East along road right-of-way 180.12 feet, thence run North 100 feet, thence run East 100 feet, thence run North 50 feet, thence run East 50 feet, thence run North 244.59 feet and East 333 feet to the Point of Beginning, and the East 171 feet of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, lying North of Baker Road, Section 29, Township 37 South, Range 41 East, Martin County, Florida.

AND

That part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 37 South, Range 41 East, Martin County, Florida, lying North of the North right-of-way of Baker Road; less triangle along North right-of-way as described in O.R. Book 1076, Page 2499 and less that West 925.89 feet thereof.

(Containing 13 Acres +/-)

PARCEL ID: 29-37-41-000-000-00010-3

ACRES: 16.9

ADDRESS: NW GREEN RIVER PKY, STUART

**LEGAL DESCRIPTION**

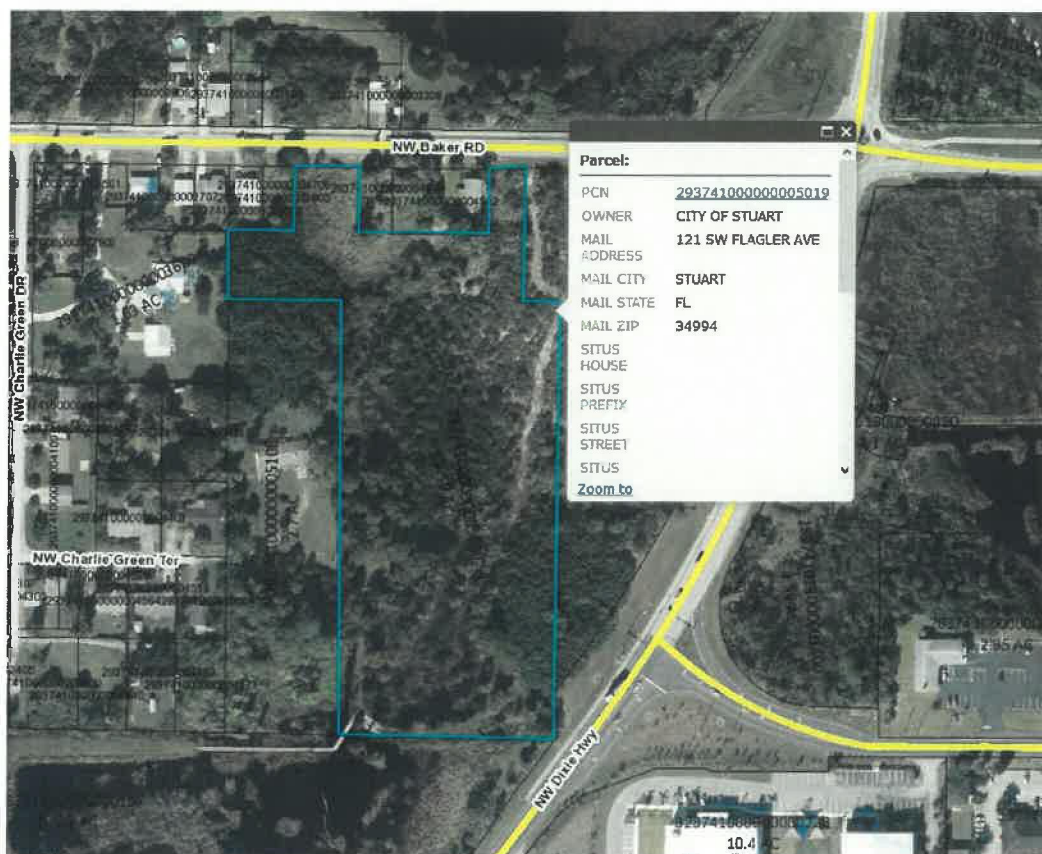
Part of the Northeast ¼ of the Southeast ¼ of Section 29, Township 37 South, Range 41 East, Martin County, Florida, described as follows:

Begin 2,255 feet, more or less, East of the Northwest corner of the Southeast ¼; thence run South 350 feet, thence run West 520 feet; thence run South 09°43'31" East 603.83 feet; thence run East 530 feet; thence run South 400 feet; thence run East to the East line of Section; thence run North to the Northeast corner of the Southeast ¼ and West to the Point of Beginning. Less and except the East 30 feet thereof.

PARCEL ID: 29-37-41-000-000-00501-9

ACRES: 6.44

ADDRESS: UNASSIGNED, SOUTH BAKER ROAD, STUART

**LEGAL DESCRIPTION**

Commence at the Southeast corner of Section 29, Township 37 South, Range 41 East, Martin County, Florida, thence N 88°49'00" W along the South line of said section, a distance of 272.50', thence N 00°15'00" E along a line parallel to the East line of said section a distance of 874.94' to the South right of way line of Baker Road; thence N 89°04'50" W along said line, a distance of 282.26' to the Point of Beginning; thence N 89°04'50" W a distance of 50'; thence S 00°55'10" W a distance of 100'; thence N 89°04'50" W a distance of 200'; thence N 00°55'00" E a distance of 100'; thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 100' thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 107'; thence S 88°49'00" E a distance of 172.50'; thence S 00°18'41" W a distance of 664.53' to a point on the South line of Section 29; thence S 88°49'00" E along said South section line 335.44'; thence N 00°15'14" E a distance of 668.21'; thence N 88°56'17" W a distance of 57.22'; thence N 00°55'10" E a distance of 205.53' to the South right of way line of Baker Road and the Point of Beginning.



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 181-98

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A "CONCEPTUAL APPROVAL AGREEMENT" BETWEEN THE CITY AND THE FLORIDA COMMUNITIES TRUST OF THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS RELATING TO THE "HANEY CREEK WATERSHED PRESERVATION AND GREENWAYS PROJECT" GRANT; FURTHER DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A "CONFIDENTIALITY AGREEMENT" RELATING TO THIS PROJECT GRANT; APPROVING AN ACQUISITION PLAN FOR THE PROJECT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The Mayor and City Clerk are hereby authorized and directed to execute on behalf on the City a "Conceptual Approval Agreement" between the City and the Florida Communities Trust of the Florida Department of Community Affairs relating to the "Haney Creek Watershed Preservation and Greenways Project." A copy of the agreement is attached as "Attachment A."

SECTION 2: The Mayor and City Clerk are hereby authorized and directed to execute on behalf on the City a "Confidentiality Agreement" relative to this Project. A copy of the agreement is an attachment to the agreement.

SECTION 3: An "Acquisition Plan" is hereby approved for this Project. A copy of the plan is attached as "Attachment B."

SECTION 4: This resolution shall take effect upon adoption.

ADOPTED this 23rd day of November, 1998.

ATTEST:


DIANNE M. O'DONNELL
CITY CLERK


JEFFREY A. KRAUSKOPF
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


CARL V.M. COFFIN
CITY ATTORNEY

ORIGINAL

FCT Contract #99-CT-8D-98-8A-H1-045

FLORIDA COMMUNITIES TRUST

P8A AWARD #98-045-P8A

HANEY CREEK WATERSHED PRESERVATION AND GREENWAYS

CONCEPTUAL APPROVAL AGREEMENT

THIS AGREEMENT is entered into on JANUARY 5, 1999, the date the last party executes this Agreement, by and between the FLORIDA COMMUNITIES TRUST (FCT), a nonregulatory agency within the State of Florida Department of Community Affairs, and CITY OF STUART (FCT Recipient), a local government of the State of Florida. The intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds (Project Site), that are necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Sections 259.101, 375.045, and Chapter 380, Part III, Florida Statutes (F.S.).

* * * * *

WHEREAS, Chapter 380, Part III, F.S., the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs (Department) that will assist local governments in bringing local comprehensive plans into compliance and implementing the goals, objectives, and policies of the conservation, recreation and open space, and coastal management elements of local comprehensive plans, or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 259.101(3)(c) of the Florida Preservation 2000 Act provides for the distribution of ten percent (10%) less certain reductions of the net Preservation 2000 Revenue Bond proceeds to the Department of Community Affairs to provide land acquisition grants and loans to local governments through the FCT;

WHEREAS, the Governor and Cabinet have annually authorized the sale and issuance of State of Florida Department of Environmental Protection Preservation 2000 Revenue Bonds (Bonds); and Bonds have been annually sold, thereby producing revenues for distribution according to Section 259.101(3)(c), F.S.;

WHEREAS, the Bonds are issued as tax-exempt bonds, meaning that the interest on the Bonds is excluded from the gross income of Bondholders for federal income tax purposes;

WHEREAS, Rule Chapter 9K-4, Florida Administrative Code (F.A.C.), describes the

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procedures for evaluation and selection of lands proposed for acquisition using funds allocated to the FCT through the Department of Community Affairs from the Preservation 2000 Trust Fund;

WHEREAS, the FCT Governing Body met on August 27-28, 1998, to score, rank and select projects that were to receive Conceptual Approval for funding;

WHEREAS, the FCT Recipient's project, described in an application submitted for evaluation, was selected for funding and in accordance with Rule Chapter 9K-4, F.A.C., and more particularly described within this Agreement;

WHEREAS, Rule 9K-4.010(2)(f), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding; and

WHEREAS, the purpose of this Agreement is to set forth the conditions of Conceptual Approval that must be satisfied by FCT Recipient prior to the disbursement of any FCT Preservation 2000 funds awarded, as well as the restrictions that are imposed on the Project Site subsequent to its acquisition with the FCT Preservation 2000 Series Bond Proceeds.

NOW THEREFORE, FCT and FCT Recipient mutually agree as follows:

I. GENERAL CONDITIONS

1. At least two original copies of this Agreement shall be executed by FCT Recipient and returned to the FCT office at 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100 as soon as possible and before **December 15, 1998**. Upon receipt of the signed Agreements by FCT, FCT will execute the Agreements, retain one original copy and return all other copies that have been executed to FCT Recipient. If the FCT Recipient requires more than one original document, the FCT Recipient should photocopy the number of additional copies needed, and then execute each as an original document.

2. The name *Conceptual Approval Agreement* is used to indicate that the project has been approved as a concept that was described in FCT Application #98-045-P8A. Since the entire Project Site has not yet been negotiated for acquisition, some elements of the project are not yet known, such as the purchase price, other project costs, and the terms upon which an owner will voluntarily convey the property. The Conceptual Approval Agreement is in every respect a grant contract between the parties. The Agreement describes activities that will be conducted both prior and subsequent to acquisition of the Project Site, described in the application that was submitted and selected for funding by the FCT.

3. Conceptual Approval for funding shall be until **July 27, 1999**. In the event the project has not been completed in full by **July 27, 1999**, the Conceptual Approval Agreement must be extended in order that the grant will remain in effect. In advance of the **July 27, 1999**, date and in sufficient time before a meeting of the FCT governing board that would allow

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approval of an extension to this Agreement before its expiration, the FCT Recipient must request a written extension to the Conceptual Approval Agreement for project continuation in compliance with Rule 9K-4.010(2)(j), F.A.C. If the FCT Recipient does not request an extension, or if an extension is not granted to the FCT Recipient by the FCT Governing Body, the Preservation 2000 award granted to the FCT Recipient by the Governing Body shall terminate and all obligations hereunder shall cease.

Based upon the Florida Legislature's ongoing oversight of the rate of expenditure of funds, and the impact on future funding if expenditures do not timely occur, the FCT requires that the project be completed as soon as possible after project selection.

4. Extensions to this Agreement, described in Paragraph 3 above, shall not exceed 24 months from the date the Agreement was approved by the FCT, except as described in this paragraph. In compliance with Section 380.510(f), F.S., if the project is not concluded by October 27, 2000, the project shall only be extended if the FCT Governing Body determines that a request for additional time to complete the project is warranted based upon FCT Recipient's demonstration that significant progress is being made toward closing the project or that extenuating circumstances warrant an extension of time.

5. This Agreement may be terminated before its expiration at the written request of the FCT Recipient. Such a request shall fully describe the circumstances that compel the FCT Recipient to terminate the project. A request for termination should be mailed to the offices of the FCT at the address given in paragraph 1 above. The request for termination will be placed on the agenda of the next regularly scheduled meeting of the FCT Governing Body for concurrence by the FCT. The termination shall be acknowledged by the FCT in a letter to the FCT Recipient.

Circumstances may arise that, in the analysis of the FCT, warrant termination of the project before its completion. In such an event, the FCT will advise the FCT Recipient of its analysis and will confer with the FCT Recipient on continuation of the project. If the FCT Recipient concurs, a request for termination will be considered at the next regularly scheduled meeting of the FCT Governing Body.

6. FCT Recipient agrees to make diligent efforts to submit the documentation to FCT that is required in this Agreement as soon as is reasonably possible so that the Project Site may be acquired in an expeditious manner. Deadlines stated in this Agreement, as well as deadlines associated with any FCT activity relating to the project, are strictly enforced. Failure to adhere to deadlines, whether stated in this Agreement or associated with meetings of the FCT Governing Body, may result in delays in the project, may result in allocation of time or resources to other recipients that responded timely, and may result in this Agreement being voidable. It is the responsibility of the FCT Recipient to know all project deadlines, to devise a method of monitoring the project, and to adhere to all deadlines.

7. The FCT Preservation 2000 award granted to the FCT Recipient will in no event

exceed the lesser of Ninety-Five Percent (95.00%) of the final Total Project Costs, as defined in Rule 9K-4.002(30), F.A.C., or Four Million Four Hundred Twenty-Four Thousand Six Hundred Twenty-Five Dollars And No Cents (\$4,424,625.00), unless the FCT Governing Body approves a different amount, which shall be reflected in an addendum to this Agreement.

8. The grant amount stated in paragraph 7 above is based on the FCT Recipient's estimate of Total Project Costs in application #98-045-P8A, as well as limits on awards in the Notice of Application Period announcing the application cycle. When disbursing funds for the project, the FCT will recognize the actual Total Project Costs, defined in Rule 9K-4.002(30), F.A.C., for acquisition of the Project Site. The Total Project Costs will be reflected on a grant reconciliation statement prepared pursuant to paragraph 10 below. The FCT will participate in the land cost at either the actual purchase price, or the Maximum Approved Purchase Price based on appraisal reports that comply with requirements set forth in Rule 9K-6.007, F.A.C., whichever is less, and multiplied by the percent stated in paragraph 7 above.

9. The FCT Governing Body has given Conceptual Approval for funding to acquire the entire Project Site identified in the FCT Recipient's application #98-045-P8A. The FCT Governing Body reserves the right to withdraw the FCT award if the acreage that comprises the Project Site is reduced so that the objectives of the acquisition cannot be achieved. Request for modification of the boundary of the Project Site identified in the FCT Recipient's application #98-045-P8A may be considered by the FCT Governing Body following the procedures for submission and review of boundary modification requests set forth in Rule 9K-4.0105, F.A.C.

If the Project Site is comprised of multiple parcels, an Acquisition Plan was required in the application. The FCT Governing Body reserves the right to withdraw the FCT award if the priority parcel(s), identified in the Acquisition Plan prepared pursuant to Rule 9K-4.004(5)(g), F.A.C., included in application #98-045-P8A, incorporated by reference herein and attached as Exhibit "A," cannot be acquired. Approval of the Conceptual Approval Agreement shall constitute approval of the Acquisition Plan by FCT.

10. The FCT funds shall be delivered either in the form of eligible Project Costs prepaid by FCT to vendors or in the form of a State of Florida warrant at the closing of the Project Site, payable to the Seller or the Seller's designated agent authorized by law to receive such payment, provided the Comptroller determines that such disbursement is consistent with good business practices and can be completed in a manner minimizing costs and risks to the State of Florida. If the Project Site is comprised of multiple parcels, FCT shall deliver at the closing of each parcel only the share of the FCT award that corresponds to the parcel being closed. FCT will prepare a grant reconciliation statement prior to the closing of the Project Site parcel that will evidence the amount of local match, if any is required, provided by the FCT Recipient and the portion of the FCT award that corresponds to the parcel being closed. Cash expended by the FCT for eligible Project Costs incurred by the FCT will be recognized as part of the FCT grant award amount on the grant reconciliation statement.

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11. The FCT Recipient's local match, if any is required, shall be delivered either in the form of eligible Project Costs prepaid to vendors by the FCT Recipient; cash; eligible documented donation by Seller of land value; or FCT Recipient's warrant at the closing of the Project Site. If the Project Site is comprised of multiple parcels, the FCT Recipient shall deliver at the closing of each parcel the share of the local match, if any is required, that corresponds to the parcel being closed. The cash expended by the FCT Recipient for eligible Project Costs incurred by the FCT Recipient conducting acquisition activities will be recognized as part of the local match, if any is required, on the reconciliation statement prepared pursuant to paragraph 10 above. In the event FCT Recipient's application #98-045-P8A represents that land value is the source of local match, if any is required, the value attributed to the land local match, if any is required, shall be determined after an appraisal report that complies with the procedures and requirements set forth in Rule 9K-6.007, F.A.C. Such appraisal report shall be subject to review and approval by FCT prior to FCT funds being delivered for the project.

12. The FCT Governing Body adopted the Preservation 2000 Program Approved List of Complete Applications for Series P8A Funding Cycle on May 18, 1998, at which time the Project Site became part of a list of lands that were approved for consideration for land acquisition. If action initiated by the FCT Recipient that is the local government having jurisdiction over the Project Site, subsequent to May 18, 1998, results in a governmentally-derived higher value due to an enhanced highest and best use, the FCT acquisition activities will be terminated unless the seller agrees that the appraisal will be done at the highest and best use of the Project Site on or before May 18, 1998.

13. FCT Recipient hereby notifies the FCT that the following local government employee or official is the authorized key contact, or project manager, on behalf of the FCT Recipient for purposes of coordinating project activities for the duration of the project:

Name: David Collier
Title: City Manager
Address: 121 S.W. Flagler Ave. Stuart, FL. 34994
Phone: (561) 288-5312 Fax: (561) 288-5316

The FCT Recipient must notify the FCT as to any change in the authorization of the key contact on behalf of the FCT Recipient named above. This notification must be made in writing to the Executive Director and signed by the appropriate local government employee, official or authorized representative named in paragraph II.6.d. below.

14. This Agreement may be amended at any time prior to FCT giving Project Plan approval to the FCT Recipient. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT. Such amendments shall become a part of this Agreement.

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II. REQUIREMENTS THAT MUST BE MET PRIOR TO INITIATION OF PROJECT SITE NEGOTIATION

1. The FCT Recipient hereby notifies the FCT that City of Stuart
[note: elect either FCT, FCT Recipient or FCT Recipient Agent] will be the party responsible for all negotiation and acquisition activities.

2. The FCT Recipient hereby notifies the FCT that the FCT Recipient(s)' Federal Employer Identification Number(s) is 59-6000 433.

3. No later than **December 15, 1998**, the FCT Recipient must deliver to FCT a written statement from the Project Site property owner(s) evidencing that the owner(s) is willing to entertain an offer from the FCT Recipient and FCT.

4. No later than **December 15, 1998**, the FCT Recipient shall execute a Confidentiality Agreement pursuant to Rule 9K-6.010(5), F.A.C. A sample of a Confidentiality Agreement is attached as Exhibit "B"; an Agreement specific to this project will be prepared by FCT for execution by the FCT Recipient. This Confidentiality Agreement is not a part of this Agreement and may be amended without amending this Agreement, if needed.

5. By execution of this Agreement, the FCT Recipient affirms that:

a. the FCT Recipient is ready, willing and able to provide the local match, if any, is required;

b. the FCT Recipient reaffirms the representations made in FCT Application #98-045-P8A;

c. the FCT Recipient shall, on the anniversary date of the approval of the Project Plan by the FCT Governing Body, prepare and submit to FCT an annual report as required by Rule 9K-4.013, F.A.C.;

d. the FCT Recipient authorizes the local government employee, official or authorized representative named in this paragraph to execute all documents in connection with this project on behalf of the FCT Recipient, including but not limited to the Conceptual Approval Agreement or any addenda thereto, purchase agreement for the property, grant reconciliation statement, closing documents, statements submitted as a part of the Project Plan, and Grant Award Agreement pursuant to Rule 9K-6.014(6), F.A.C.:

Name: David Collier

Title: City Manager

Address: 121 S.W. Flagler Ave. Stuart, Fl. 34994

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Phone: (561) 288-5312

Fax: (561) 288-5316

The FCT Recipient must notify the FCT as to any change in the authorization of the local government employee, official or representative named in this paragraph to execute all documents on behalf of the FCT Recipient. This notification must be made in writing to the Executive Director and signed by the appropriate local government employee, official or authorized representative.

III. PROJECT PLAN APPROVAL

1. Prior to closing of the real estate transaction and final disbursement of award funds by FCT, the FCT Recipient must prepare a Project Plan that complies with Rule 9K-4.011, F.A.C. This Project Plan is a compilation of the following items listed below, which must be reviewed and approved by FCT in a meeting of the FCT Governing Body. In the event that the FCT Recipient is a partnership, the FCT Recipient must also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Project Plan.

The Project Plan shall include, and shall not be considered by FCT unless it includes all of the following documents, to be reviewed and approved by FCT to ensure that the interest of the State of Florida will be protected:

a. A purchase agreement for acquisition of the Project Site, in a form approved by the FCT staff prior to being executed by the Seller, such agreement fully executed by both the Seller and the FCT Recipient, that is based on an appraisal or appraisals prepared consistent with the requirements of Rule Chapter 9K-6, F.A.C., and otherwise consistent with the provisions of that rule chapter and in a form and with terms that are acceptable to FCT. (See Paragraph 1 of Section IV below.)

b. A management plan that complies with the following: written according to Exhibit "C" (*FCT Technical Assistance Bulletin #2--Writing a Management Plan*), which is attached hereto and incorporated herein by reference; acceptable to FCT; addresses the criteria and conditions set forth in Section IV, V, VI, VII and VIII hereinbelow; and, at a minimum, sets forth how the site will be managed to further the purpose of the project, contains a description of all planned improvements to the Project Site, identifies the costs of management and site improvement and funding sources, and identifies the management entity and its funding source.

If the FCT Recipient is not the proposed managing entity, the Project Plan must also include a signed agreement between the FCT Recipient and the managing entity stating the managing

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entity's willingness to manage the site, the manner in which the site will be managed to further the purpose(s) of the project, and identification of the source of funding for management.

c. A statement of the Total Project Cost, including all non-recurring costs of project development.

d. A statement of the amount of the award being requested from the FCT.

e. A statement from each local government in whose jurisdiction the Project Site is located that the Project Plan is consistent with the local comprehensive plan.

f. Evidence that the conditions imposed as part of the Conceptual Approval Agreement have been satisfied.

g. An affidavit from the FCT Recipient evidencing that after conducting a diligent search, the FCT Recipient, to the best of its knowledge, represents that there are no existing or pending violations of any local, state, regional and federal laws and regulations on the Project Site.

2. The FCT strongly encourages the FCT Recipient to request a courtesy review of its entire Project Plan, but especially its management plan, well in advance of the meeting of the FCT Governing Body where the Project Plan will be considered for approval and funds will be authorized for disbursement. As a part of its duties to the FCT Governing Body, FCT Staff will make a recommendation of approval of complete and accurate Project Plans or disapproval of incomplete or insufficient Project Plans. FCT Recipient is strongly urged to coordinate with the FCT staff in order that the FCT review of the management plan coincides with both the anticipated FCT Governing Body approval and the closing date of the real estate transaction(s) associated with the project.

3. Pursuant to 9K-4.011(2)(f), F.A.C., FCT shall withhold Project Plan approval if the local comprehensive plan(s) of the FCT Recipient or the FCT Recipient's partner is, for any reason, found not in compliance by the Department after conceptual approval has been granted by FCT, unless the FCT Recipient has executed a Compliance Agreement (formerly called a stipulated settlement agreement) with the Department to resolve all of the issues raised by the Department in a statement of intent to find a plan not in compliance issued pursuant to Section 163.3184(8), F.S.

4. Pursuant to Rule 9K-4.011(3), F.A.C., the FCT shall publish a Notice of Approval for Preservation 2000 Funds in the *Florida Administrative Weekly* that shall list each Project Plan that has received approval for funding and the amount of funding approved. Any person with a substantial interest that is or may be determined by the decision of the FCT to reject or approve the Project Plan may request an administrative proceeding pursuant to Section 120.57, F.S. within 21 days from publication of the Notice of Approval for Preservation 2000 Funds. Real

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estate closings associated with the project may close only after expiration of the 21-day notice period, so long as no requests for an administrative proceeding have been filed.

IV. PROJECT SITE ACQUISITION REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, F.S.

FCT RECIPIENT AGREES AS FOLLOWS:

1. FCT shall approve the terms under which the interest in land is acquired, pursuant to Section 380.510(3), F.S. Such approval is deemed given when the FCT governing body approves and executes the purchase agreement for acquisition of the Project Site, further described in Section III.1.a. above, to which FCT is a party.

2. Title to the Project Site shall be titled in the FCT Recipient, unless the FCT Recipient specifically requests that title shall permanently vest in the Board of Trustees of the Internal Improvement Trust Fund (Trustees). Such request shall be subject to the approval of FCT and the Trustees. The FCT Recipient hereby elects that title to the Project Site shall be vested in City of Stuart [Note—insert either the name of FCT Recipient or Board of Trustees of Internal Improvement Trust Fund]. If the FCT Recipient elects that title shall vest in the Trustees, then all acquisition activities shall be administered by the Division of State Lands as specified in Section 253.025, F.S., and Rule 18-1, F.A.C.

3. The transfer of title to the FCT Recipient for the Project Site shall not occur until the requirements for the acquisition of lands, as specified in Section 380.507(11), F.S., and Rule Chapter 9K-6, F.A.C., have been fully complied with by the FCT Recipient and FCT.

4. Any deed whereby the FCT Recipient acquires title to the Project Site shall contain or be subject to such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Section 375.045 and 375.051, F.S.; Section 9, Article XII of the State Constitution; the applicable bond indenture under which the Bonds were issued; and any provision of the Internal Revenue Code or the regulations promulgated thereunder that pertain to tax exempt bonds and shall contain clauses providing for the conveyance of title to the Project Site in the Board of Trustees of the Internal Improvement Trust Fund upon failure to use the Project Site conveyed thereby for such purposes. Such covenants and restrictions as are described in this paragraph shall be in the form of a Grant Award Agreement, prepared by FCT, executed by the parties to the Conceptual Approval Agreement and recorded at the time of closing of the Project Site. The recordable Grant Award Agreement shall restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. All statements contained in the recordable Grant Award Agreement are contained in this Conceptual Approval Agreement, with the exception of statements that do not survive the real estate closing of the Project Site.

5. The Grant Award Agreement containing such covenants and restrictions as

referenced in paragraph 4 above and describing the real property subject to the Agreement shall be executed by the FCT and FCT Recipient at the time of the conveyance of the Project Site and shall be recorded in the county in which the Project Site is located.

6. If any essential term or condition of the Grant Award Agreement is violated, and the FCT Recipient does not correct the violation within 30 days of written notice of violation, title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund. The deed transferring title to the Project Site to the FCT Recipient shall set forth the executory interest of the Board of Trustees of the Internal Improvement Trust Fund.

7. The interest acquired by the FCT Recipient in the Project Site shall not serve as security for any debt of the FCT Recipient.

8. If the existence of the FCT Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall be conveyed or revert to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization which agrees to accept title to all interest in and to manage the Project Site.

9. The Project Site shall be managed only for the conservation, protection and enhancement of natural resources and for public outdoor recreation that is compatible with the conservation, protection and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site must be specifically designated in the management plan approved by the FCT as a part of the Project Plan.

V. OBLIGATIONS OF THE FCT RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. Following the acquisition of the Project Site, the FCT Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the FCT Recipient's comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the FCT Recipient subsequent to the Project Site's acquisition.

2. FCT Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the applicable adopted and approved comprehensive plan. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

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3. The FCT Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the management plan approved by the FCT as a part of the Project Plan.

4. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the FCT Recipient at the Project Site.

5. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the FCT Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

VI. OBLIGATIONS OF THE FCT RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Sections 375.045(4) and 380.510(7)(a) and (b), F.S., to impose conditions for funding on FCT Recipient in order to ensure that the project complies with the requirements for the use of Preservation 2000 Bond proceeds including without limitation the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. If the Project Site is to remain subject, after its acquisition by the FCT Recipient and/or the Trustees, to any of the below listed transactions, events, and circumstances, the FCT Recipient shall provide at least 60 days advance written notice of any such transactions, events, and circumstances to FCT, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax consequences of such activity or interest. FCT Recipient agrees and acknowledges that the following transactions, events, and circumstances may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The FCT Recipient further agrees and acknowledges that the following transactions, events, and circumstances may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

- a. any sale or lease of any interest in the Project Site to any person or organization;
- b. the operation of any concession on the Project Site by any person or organization;

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c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with any person or organization;

d. any use of the Project Site by any person other than in such person's capacity as a member of the general public;

e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;

f. a management contract of the Project Site with any person or organization;
or

g. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

The foregoing are collectively referred to as the "Disallowable Activities."

VII. DISALLOWABLE ACTIVITIES/REMEDIES

In the event that FCT determines at any time or from time to time that the FCT Recipient is engaging or allowing others to engage in Disallowable Activities on the Project Site, the FCT Recipient agrees to immediately cease or cause the cessation of the Disallowable Activity upon receipt of written notice from the FCT. To the extent allowed by law, FCT Recipient hereby indemnifies and agrees to hold FCT harmless from all claims, causes of action or damages of any nature whatsoever arising from or with respect to Disallowable Activities on the Project Site. Nothing herein shall be deemed a waiver of the FCT Recipient's sovereign immunity. In addition to all other rights and remedies at law or in equity, FCT shall have the right to temporary and permanent injunctions against FCT Recipient for any Disallowable Activity on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE FCT RECIPIENT AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE FCT RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

VIII. CONDITIONS PARTICULAR TO THE PROJECT SITE THAT MUST BE ADDRESSED IN THE MANAGEMENT PLAN

The management plan for the Project Site is mentioned throughout this Agreement, and is particularly described in Paragraph 1.b. of Section III above. In addition to the various conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the management plan shall address the following conditions that are particular to the Project Site and result from either representations made in the application that received scoring points or observations made by the FCT staff during the site visit described in Rule 9K-4.010(2)(f), F.A.C.:

1. Outdoor recreational facilities including nature trails, boardwalks, an observation deck and interpretive displays shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the Project Site without causing harm to those resources.
2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust Preservation 2000 Program and the Recipient. Such recognition shall also be included in all printed literature and advertising associated with the Project Site.
3. Regularly scheduled and ongoing educational programs that promote the protection of natural resources shall be provided at the Project Site. The programs shall include guided walks and programs for school groups.
4. A survey of vegetative communities and plant species shall be conducted on the Project Site. The FCT Recipient shall detail how the survey shall be used during development of the site to ensure the protection, restoration, and preservation of the natural resources on the Project Site.
5. The slash pine, sand pine scrub, hardwood swamp and wetland communities that occur on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these vegetative communities.
6. The Project Site shall be managed in a manner that protects and enhances habitat for listed wildlife species that utilize or could potentially utilize the Project Site, including the gopher tortoise, scrub jay and wading birds. The FCT Recipient shall coordinate with the Game and Freshwater Fish Commission on the management of the Project Site for the protection of listed species and listed species habitat. The FCT Recipient shall also conduct periodic surveys of listed species using the Project Site and develop informational signs relating to the protection of listed animal species and their habitat.

7. Management of the Project Site shall be coordinated with the Department of Environmental Protection's Aquatic Preserve Management Plan and the Indian River Lagoon SWIM Plan.
8. Adjacent development activities shall be monitored through the development review and approval process to ensure that such activities do not negatively effect the resources on the Project Site. Vegetated buffers shall be used as necessary to ensure that resources and planned outdoor recreation activities on the project site are sufficiently protected from the adverse impacts of adjacent land uses.
9. Approximately 7 acres of disturbed upland and wetland vegetation on the Project Site shall be restored in terms of biological composition and ecological function by removing exotics and planting native vegetative species.
10. An ongoing monitoring and control program for invasive exotic vegetation shall be implemented at the Project Site. The Exotic Pest Plant Council's List of Florida's Most Invasive Species shall be used to identify invasive exotic vegetation on the Project Site.
11. A stormwater management program shall be developed and implemented on the Project Site to improve the quality of water entering Haney Creek and the St. Lucie River. The FCT Recipient shall coordinate with the South Florida Water Management District on the development of a stormwater management program for the Project Site.
12. A vegetation analysis of the Project Site shall be performed to determine which areas of the Project Site need a prescribed burning regime implemented to maintain natural fire-dependent vegetative communities. The development of a prescribed burn plan shall be coordinate with Division of Forestry and Game and Fresh Water Fish Commission.
13. Management of the Project Site shall be coordinated with the land managers of other conservation and preservation lands in the project area.
14. Pedestrian and bicycle access to the Project Site shall be promoted as an alternative to automobile transportation by providing pedestrian walkways and/or bicycle parking stands.
15. The Project Site shall be incorporated into the City's overall management program for the protection and enhancement of natural and recreational resources within the greenway corridor that extends from the St. Lucie River to the Savannahs State Preserve.
16. The requirements imposed by other grant program funds that may be sought by the FCT Recipient for activities associated with the Project Site shall not conflict with the terms and conditions of the FCT award.

This Agreement including Exhibits "A", "B" and "C" embodies the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF STUART

FLORIDA COMMUNITIES TRUST

By: [Signature]
Print Name: Jeffrey A. Krauskopf

By: [Signature]
James F. Murley, Chair

Its: Mayor

Date: 1/5/99

Date: 11/24/98
ATTEST: [Signature]
Print Name: Dianne O'Donnell
City Clerk

Approved as to Form and Legality:
By: [Signature]
Print Name: CARL V.M. COFFIN

Approved as to Form and Legality:
By: [Signature]
Ann J. Wild, Trust Counsel

STATE OF FLORIDA
COUNTY OF MARTIN

I, the undersigned, duly appointed City Clerk of the City of Stuart, Florida, HEREBY CERTIFY that this is a true and correct copy of the original.

Signature: [Signature]
CITY CLERK

DATE: 3/17/99

Contract No: 99-CT-8D-98-8A-H1-045

FCT Project No: 98-045-P8A

FCT Project Name: HANEY CREEK WATERSHED PRESERVATION AND GREENWAYS

CONFIDENTIALITY AGREEMENT

This is a Confidentiality Agreement ("Agreement") pursuant to Rule 9K-6.010(5), Florida Administrative Code (F.A.C.).

Parties to the Confidentiality Agreement: CITY OF STUART ("FCT Recipient"), a municipality within the State of Florida, and the Florida Communities Trust ("FCT"), a nonregulatory agency within the Department of Community Affairs.

Parcels Covered by this Agreement: This Agreement covers all parcels identified as part of the Project Site in FCT application 98-045-P8A That was selected for funding and is governed by a Conceptual Approval Agreement for FCT Project Number 98-045-P8A ("Project Site").

Confidentiality:

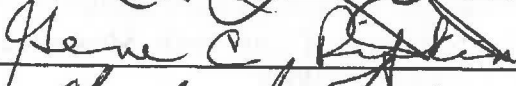
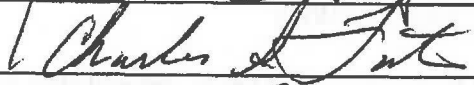
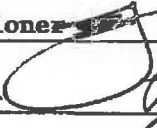
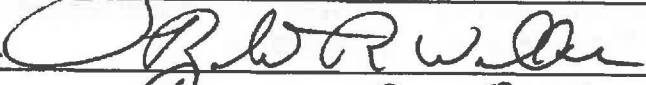
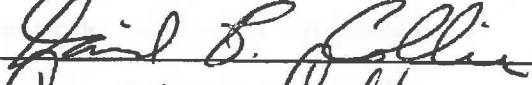
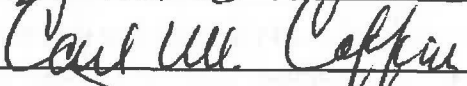
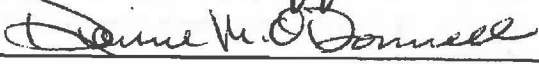
a) Pursuant to Rule 9K-6.002(17), F.A.C., the term "Confidential" refers to information that shall not be available for public disclosure or inspection and is exempt from the provisions of Section 119.07(1), Florida Statutes (F.S.).

b) The FCT Recipient and its agents shall maintain the confidentiality of all appraisals, offers, and counteroffers as required by Section 125.355(1)(a), F.S., for counties, or Section 166.045(1)(a), F.S., for municipalities, and Rule Chapter 9K-6, F.A.C. The FCT Recipient may disclose such confidential information only to the individuals listed herein below.

c) Requests to add persons to the disclosure list must be made in writing and the FCT Recipient must receive the written consent of the FCT Executive Director and execute an Addendum to the Agreement. All confidentiality requirements outlined above shall apply to individuals added to the list.

d) The undersigned board members and staff of the FCT Recipient ("FCT Recipient") and its agents, if any, agree to maintain the confidentiality of appraisal information, offers and counter-offers concerning FCT Project Number 98-045-P8A as required by Section 125.355 (1)(a), F.S., for counties, or Section 166.045 (1)(A), F.S., for municipalities, and Rule Chapter 9K-6, F.A.C., and by this Confidentiality Agreement between the FCT Recipient and FCT.

e) The undersigned certify that they have no legal or beneficial interest in the Project Site.

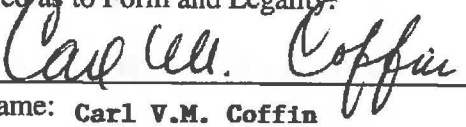
Date	FCT Recipient Board Member, Staff or Agent name	Signature
	<u>Karl J. Krueger, Jr., Mayor</u>	
	<u>Gene C. Rifkin, Vice Mayor</u>	
	<u>Charles S. Foster, Commissioner</u>	
	<u>Jeffrey A. Krauskopf, Commissioner</u>	
	<u>Robert W. Walker, Commissioner</u>	
	<u>David Collier, City Manager</u>	
	<u>Carl V.M. Coffin, City Attorney</u>	
	<u>Dianne M. O'Donnell, City Clerk</u>	
	<u>Wm. F. Underwood, Administrative Services Director</u>	

CITY OF STUART

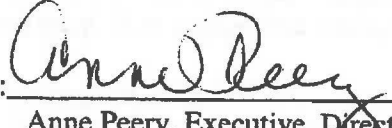
By: 
 Print Name: Karl J. Krueger
 Its: Mayor

Date: 5/8/99
 ATTEST: 
Dianne M. O'Donnell, City Clerk

Approved as to Form and Legality:

By: 
 Print Name: Carl V.M. Coffin
City Attorney

FLORIDA COMMUNITIES TRUST

By: 
Anne Peery, Executive Director
 Date: 3/11/99

Approved as to Form and Legality:

By: 
Ann J. Wild, Trust Counsel

Contract No: 99-CT-8D-98-8A-H1-045

FCT Project No: 98-045-P8A

FCT Project Name: Haney Creek Watershed Preservation and Greenways

ADDENDUM 1 TO CONCEPTUAL APPROVAL AGREEMENT

This ADDENDUM 1 to Conceptual Approval Agreement is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and CITY OF STUART ("FCT Recipient"), this 19 day of July 1999.

WHEREAS, the parties hereto entered into a Conceptual Approval Agreement setting forth the conditions of conceptual approval that must be satisfied by FCT Recipient prior to the disbursement of the FCT Preservation 2000 award and the restrictions that are imposed on the Project Site subsequent to its acquisition;

WHEREAS, the term of the Conceptual Approval Agreement expires July 27, 1999 ;

WHEREAS, the FCT Recipient in accordance with GENERAL CONDITIONS paragraph 3 of the Conceptual Approval Agreement and in compliance with Rule 9K-4.010(2)(j), F.A.C., has timely submitted to FCT a written request for extension of the July 27, 1999 expiration date;

WHEREAS, GENERAL CONDITIONS paragraph 14 of the Conceptual Approval Agreement states that the agreement may be amended at any time prior to FCT giving final project plan approval to the FCT Recipient. Any agreement must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT;

WHEREAS, the parties hereto desire to extend the term of the Conceptual Approval Agreement as provided by Rule 9K-4.010(2)(j), F.A.C.;

NOW THEREFORE, the FCT and FCT RECIPIENT mutually agree as follows:

1. Notwithstanding the language of Section I. GENERAL CONDITIONS, paragraph 3. and paragraph 4., the parties hereby agree to revive it nunc pro tunc as though it had not lapsed in accordance with paragraph 3.

2. In every respect, this amendment is to be construed and applied as though the parties had both signed it before July 27, 1999

3. The Conceptual Approval Agreement by and between FCT and FCT Recipient is hereby extended until January 27, 2000

ADD 1/98-045-P8A

06/11/1999

The date of execution of this addendum shall be the date that the last party signs this addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed this ADDENDUM 1 TO CONCEPTUAL APPROVAL AGREEMENT.

CITY OF STUART

By: [Signature]

Print Name: Karl J. Krueger, Jr.
Mayor

Attest: [Signature]
Dianne M. O'Donnell
City Clerk

Date: 7/2/99

FLORIDA COMMUNITIES TRUST

By: [Signature]

Steven M. Seibert, Chair

Date: 7/19/99

Approved as to Form and Legality:

By: [Signature]

Print Name:

CALL V.N. COFFIN

Approved as to Form and Legality:

By: [Signature]

Ann J. Wild, Trust Counsel

City of Stuart

121 S. W. Flagler Avenue • Stuart • Florida 34994

Dianne M. O'Donnell
City Clerk

PHONE (561) 288-5306
FAX (561) 288-5305

July 2, 1999

Florida Communities Trust
Anne Peery, Executive Director
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

ATTENTION: Anne Perry, Executive Director

REFERENCE: Haney Creek Watershed Preservation & Greenways Grant
Addendum I - PROJECT #98-045-P8A / City of Stuart

MESSAGE: Enclosed are two original addendums executed by city officials.
Please complete with required signatures and return one fully
executed original to the Office of the City Clerk at the address
indicated above.

If you have any questions please do not hesitate to call.

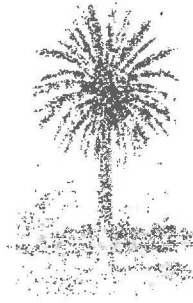
Sincerely,



Dianne M. O'Donnell
City Clerk

Enc.

rec'd 7/27



Florida Communities Trust

June 14, 1999

David Collier
City Manager
City Development Department
121 SW Flagler Avenue
Stuart, FL 34994-2192

RE: City of Stuart
Haney Creek Watershed Preservation and Greenways
Project Number: 98-045-P8A

Mr. Collier:

Enclosed find Addendum I to the Conceptual Approval Agreement for the referenced project. The Addendum reflects an extension of time granted by the governing board of the Florida Communities Trust at its June 11, 1999, meeting. Your agreement has been extended according to the terms set forth in the addendum. Any questions about the addendum can be directed to Ann Wild, Trust Attorney at (850) 488-0410. Please execute the addendum and return it to the Trust **as soon as possible**.

Please expedite your FCT project so that we can conclude it as soon as possible. This expediting includes promptly returning documents, phone calls or any other step needed to achieve success in your project. I encourage you to rely on the Trust staff for any assistance you need to bring the project to a successful conclusion.

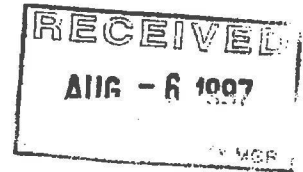
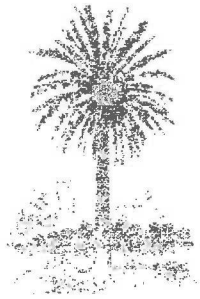
Sincerely,

A handwritten signature in cursive script that reads "Anne Peery".

Anne Peery
Executive Director

Enclosure: Conceptual Approval Agreement Addendum I





Florida Communities Trust

August 4, 1999

Mr. David Collier
City Manager
121 S.W. Flagler Ave.
Stuart, Florida 34994

**RE: FCT Project Number: 98-045-P8A
City of Stuart
Haney Creek Watershed Preservation and Greenways**

Dear Mr. Collier:

Enclosed please find a fully executed original of the Addendum I to Confidentiality Agreement for the above- referenced Florida Communities Trust Project.

If you have any questions, please contact me at (850) 922-2207 (SunCom 292-2207).

Sincerely,

Lee H. Slaton
Operations & Management Consultant I

LHS/bw

Enclosures



Contract No: 99-CT-8D-98-8A-H1-045

FCT Project No: 98-045-P8A

FCT Project Name: HANEY CREEK WATERSHED PRESERVATION AND GREENWAYS

ADDENDUM TO CONFIDENTIALITY AGREEMENT

This is an Addendum to the Confidentiality Agreement ("Agreement") pursuant to Rule 9K-6.010(5), Florida Administrative Code (F.A.C.), and is entered into by the parties to add the undersigned persons to the list contained in the Agreement between the parties.

Parties to the Confidentiality Agreement: CITY OF STUART ("FCT Recipient"), a municipality State of Florida, and the Florida Communities Trust ("FCT"), a nonregulatory agency within the Department of Community Affairs.

Parcels Covered by this Agreement: This Agreement covers all parcels identified as part of the Project Site in FCT application 98-045-P8A That was selected for funding and is governed by a Conceptual Approval Agreement for FCT Project Number 98-045-P8A ("Project Site").

Confidentiality:

a) Pursuant to Rule 9K-6.002(17), F.A.C., the term "Confidential" refers to information that shall not be available for public disclosure or inspection and is exempt from the provisions of Section 119.07(1), Florida Statutes (F.S.).

b) The FCT Recipient and its agents shall maintain the confidentiality of all appraisals, offers, and counteroffers as required by Section 125.355(1)(a), F.S., for counties, or Section 166.045(1)(a), F.S., for municipalities, and Rule Chapter 9K-6, F.A.C. The FCT Recipient may disclose such confidential information only to the individuals listed herein below.

c) The undersigned board members and staff of the FCT Recipient ("FCT Recipient") and its agents, if any, agree to maintain the confidentiality of appraisal information, offers and counter-offers concerning FCT Project Number 98-045-P8A as required by Section 125.355 (1)(a), F.S., for counties, or Section 166.045 (1)(A), F.S., for municipalities, and Rule Chapter 9K-6, F.A.C., and by this Confidentiality Agreement between the FCT Recipient and FCT.

d) The undersigned certify that they have no legal or beneficial interest in the Project Site.

CONF/AG/ADD
5/25/99
98-045-P8A

Date

FCT Recipient Board Member, Staff or Agent name

Signature

7-22-99 Kim DeLaney, City Planner, City of Stuart

Kim DeLaney

7-23-99 Matthew Sexton, Florida Representative, The Conservation Fund

Matthew Sexton

CITY OF STUART

FLORIDA COMMUNITIES TRUST

By: David Collier
Print Name: DAVID COLLIER

By: Anne Peery
Anne Peery, Executive Director

Its: CITY MANAGER

Date: 8/3/99

Date: JULY 19, 1999

Approved as to Form and Legality:

By: Carl V.M. Coffin
Print Name: CARL V.M. COFFIN

Approved as to Form and Legality:

By: Ann J. Wild
Ann J. Wild, Trust Counsel

CONF/AG/ADD
5/25/99
98-045-P8A

ORIGINAL

Contract No: 99-CT-8D-98-8A-A1-045

FCT Project No: 98-045-P8A

FCT Project Name: Haney Creek Watershed Preservation and Greenways

ADDENDUM 2 TO CONCEPTUAL APPROVAL AGREEMENT

This ADDENDUM 2 to the Conceptual Approval Agreement is entered into by and between the FLORIDA COMMUNITIES TRUST (FCT), a nonregulatory agency within the State of Florida Department of Community Affairs, and CITY OF STUART(Recipient), this 7th day of MARCH, 2000.

WHEREAS, the parties hereto entered into a Conceptual Approval Agreement setting forth the conditions of conceptual approval that must be satisfied by Recipient prior to the disbursement of the FCT Preservation 2000 award and the restrictions that are imposed on the project site subsequent to its acquisition;

WHEREAS, the term of the Conceptual Approval Agreement expires January 27, 2000;

WHEREAS, the Recipient in accordance with GENERAL CONDITIONS paragraph 3 of the Conceptual Approval Agreement and in compliance with Rule 9K-4.010(2)(j), F.A.C., has timely submitted to FCT a written request for extension of the January 27, 2000 expiration date;

WHEREAS, GENERAL CONDITIONS paragraph 14 of the Conceptual Approval Agreement states that the agreement may be amended at any time prior to FCT giving final project plan approval to the Recipient. Any agreement must be set forth in a written instrument and agreed to by both the Recipient and FCT;

WHEREAS, the parties hereto desire to extend the term of the Conceptual Approval Agreement as provided by Rule 9K-4.010(2)(j), F.A.C.:

NOW THEREFORE, the FCT and RECIPIENT mutually agree as follows:

1. Notwithstanding the language of Section I. GENERAL CONDITIONS, paragraph 3. and paragraph 4., the parties hereby agree to revive it nunc pro tunc as though it had not lapsed in accordance with paragraph 3.

2. In every respect, this amendment is to be construed and applied as though the parties had both signed it before January 27, 2000.

3. The Conceptual Approval Agreement by and between FCT and Recipient is hereby extended until July 27, 2000.

ADD 2/98-045-P8A

01/26/2000

Page 1

The date of execution of this addendum shall be the date that the last party signs this addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed this ADDENDUM 2 TO CONCEPTUAL APPROVAL AGREEMENT.

CITY OF STUART

FLORIDA COMMUNITIES TRUST

By: [Signature]
Print Name: Karl J. Krueger Jr.

By: [Signature]
for Steven M. Seibert, Chair

Its: Mayor

Date: 3/3/00

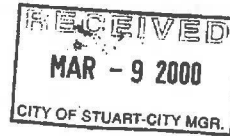
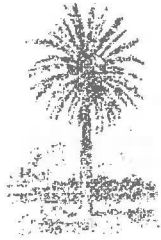
Date: [Signature]
ATTEST City Clerk

Dianne M. O'Donnell, City Clerk
Approved as to Form and Legality:

Approved as to Form and Legality:

By: [Signature]
Print Name: CARL V.M. COFFIN

By: [Signature]
Ann J. Wild, Trust Counsel



Florida Communities Trust

March 6, 2000

Mr. David Collier
City Manager
121 S.W. Flagler Ave.
Stuart, Florida 34994

**RE: FCT Project Number: 98-045-P8A
City of Stuart
Haney Creek Watershed Preservation and Greenways**

Dear Mr. Collier:

Enclosed please find a fully executed original of the Addendum II to Conceptual Approval Agreement for the above- referenced Florida Communities Trust Project.

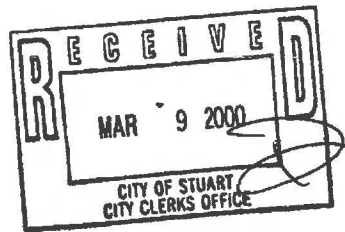
If you have any questions, please contact me at (850) 922-2207 (SunCom 292-2207).

Sincerely,

Lee H. Slaton
Operations & Management Consultant I

LHS/bw

Enclosures



DEPARTMENT OF COMMUNITY AFFAIRS • 2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FL 32399-2100
850/922-2207 • SUNCOM 292-2207 • FAX 850/921-1747


FLORIDA COMMUNITIES TRUST RECYCLES

City of Stuart

121 S. W. Flagler Avenue • Stuart • Florida 34994

Dianne M. O'Donnell
City Clerk

PHONE (861) 288-5306
FAX (861) 288-5305

February 21, 2000

Ralph Cantral, Acting Executive Director
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Dear Ralph Cantral, Acting Executive Director:

SUBJECT: FCT PROJECT # 98-045-P8A

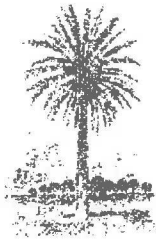
Honey Creek
Enclosed are two original Conceptual Approval Agreements for your execution. Please sign and date both and mail one fully executed original back in the self-stamped addressed envelope provided.

Respectfully,

Cherie White
Office Assistant II

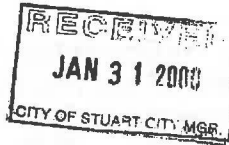
Enclosures (2)

cw



Florida Communities Trust

January 27, 2000



Mr. David Collier
City Manager
City Development Department
121 SW Flagler Avenue
Stuart, FL 34994-2192

RE: FCT Project Number 98-045-P8A
Haney Creek Watershed Preservation and Greenways
City of Stuart

Dear Mr. Collier:

Enclosed are two originals of Addendum 2 to the Conceptual Approval Agreement for the project. The Addendum includes an extension of time as approved by the governing board of the Florida Communities Trust at its January 26, 2000, meeting. Any questions about the addendum can be directed to Ann Wild, Trust Attorney at (850) 488-0410. Please execute the addendum and return it to the Trust as soon as possible.

Please expedite your FCT project so that we can conclude it as soon as possible. This expediting includes promptly returning documents, phone calls or any other step needed to achieve success in your project. I encourage you to rely on the Trust staff for any assistance you need to bring the project to a successful conclusion.

Sincerely,

Ralph Cantrall
Acting Executive Director

RC:lhs

Enclosure: Conceptual Approval Agreement Addendum 2

DEPARTMENT OF COMMUNITY AFFAIRS • 2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FL 32399-2100
850/922-2207 • SUNCOM 292-2207 • FAX 850/921-1747

FLORIDA COMMUNITIES TRUST INCORPORATED

Contract No: 99-CT-8D-98-8A-A1-045

FCT Project No: 98-045-P8A

FCT Project Name: Haney Creek Watershed Preservation and Greenways

ADDENDUM 3 TO CONCEPTUAL APPROVAL AGREEMENT

This ADDENDUM 3 to the Conceptual Approval Agreement is entered into by and between the FLORIDA COMMUNITIES TRUST (FCT), a nonregulatory agency within the State of Florida Department of Community Affairs, and CITY OF STUART (Recipient), this 7th day of SEPTEMBER, 2000.

WHEREAS, the parties hereto entered into a Conceptual Approval Agreement setting forth the conditions of conceptual approval that must be satisfied by Recipient prior to the disbursement of the FCT Preservation 2000 award and the restrictions that are imposed on the project site subsequent to its acquisition;

WHEREAS, the term of the Conceptual Approval Agreement expires July 27, 2000;

WHEREAS, the Recipient in accordance with GENERAL CONDITIONS paragraph 3 of the Conceptual Approval Agreement and in compliance with Rule 9K-4.010(2)(j), F.A.C., has timely submitted to FCT a written request for extension of the July 27, 2000 expiration date;

WHEREAS, the parties hereto desire to extend the term of the Conceptual Approval Agreement as provided by Rule 9K-4.010(2)(j), F.A.C.; and

WHEREAS, Section 215.97, Florida Statutes, the Florida Single Audit Act, provides uniform state audit requirements for state financial assistance provided by state agencies over the audit threshold as defined in that Section;

WHEREAS, the parties hereto desire to make these requirements a part of the Conceptual Approval Agreement as provided by Rule 9K-4.010(2)(j), F.A.C.;

WHEREAS, the Recipient has requested the expansion of the boundary of the Project Site to add two adjacent parcels and this request was approved on August 3, 2000, by the Acting Executive Director pursuant to the authority delegated to him by the governing board ;

WHEREAS, the parties hereto desire to make these two parcels a part of the Conceptual Approval Agreement; and

WHEREAS, the Recipient has requested a modification to the Acquisition Plan included in the application, and incorporated by reference and attached as Exhibit "B" to the Conceptual Approval Agreement, to include these two parcels;

WHEREAS, the parties hereto desire to amend the Conceptual Approval Agreement to modify the Acquisition Plan;

CAA 3 / 98-045-P8A
08/23/00

Page 1 of 4

WHEREAS, GENERAL CONDITIONS paragraph 14 of the Conceptual Approval Agreement states that the agreement may be amended at any time prior to FCT giving final project plan approval to the Recipient. Any agreement must be set forth in a written instrument and agreed to by both the Recipient and FCT;

NOW THEREFORE, the FCT and RECIPIENT mutually agree as follows:

1. Notwithstanding the language of Section I. GENERAL CONDITIONS, paragraph 3. and paragraph 4., the parties hereby agree to revive it nunc pro tunc as though it had not lapsed in accordance with paragraph 3.
2. In every respect, this amendment is to be construed and applied as though the parties had both signed it before July 27, 2000.
3. The Conceptual Approval Agreement by and between FCT and Recipient is hereby extended until January 27, 2001.
4. The Conceptual Approval Agreement by and between FCT and Recipient is hereby amended to add Section IX as follows:

IX. AUDIT REQUIREMENTS

1. The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
2. These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by FCT. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
3. The Recipient shall also provide FCT with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
4. In the event that the Recipient expends a total amount of State financial assistance from all state sources equal to or in excess of \$300,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.600, Rules of the Auditor General.

Section 1.7. above below indicates State financial assistance through FCT by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, except that State financial assistance received by a nonstate entity for Federal program matching requirements shall be excluded from consideration. The funding for this Agreement was received by FCT as a grant appropriation.

- a. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
- b. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
- c. The complete financial audit report, including all items specified in (12)(d) 1 and 2 above, shall be sent directly to:

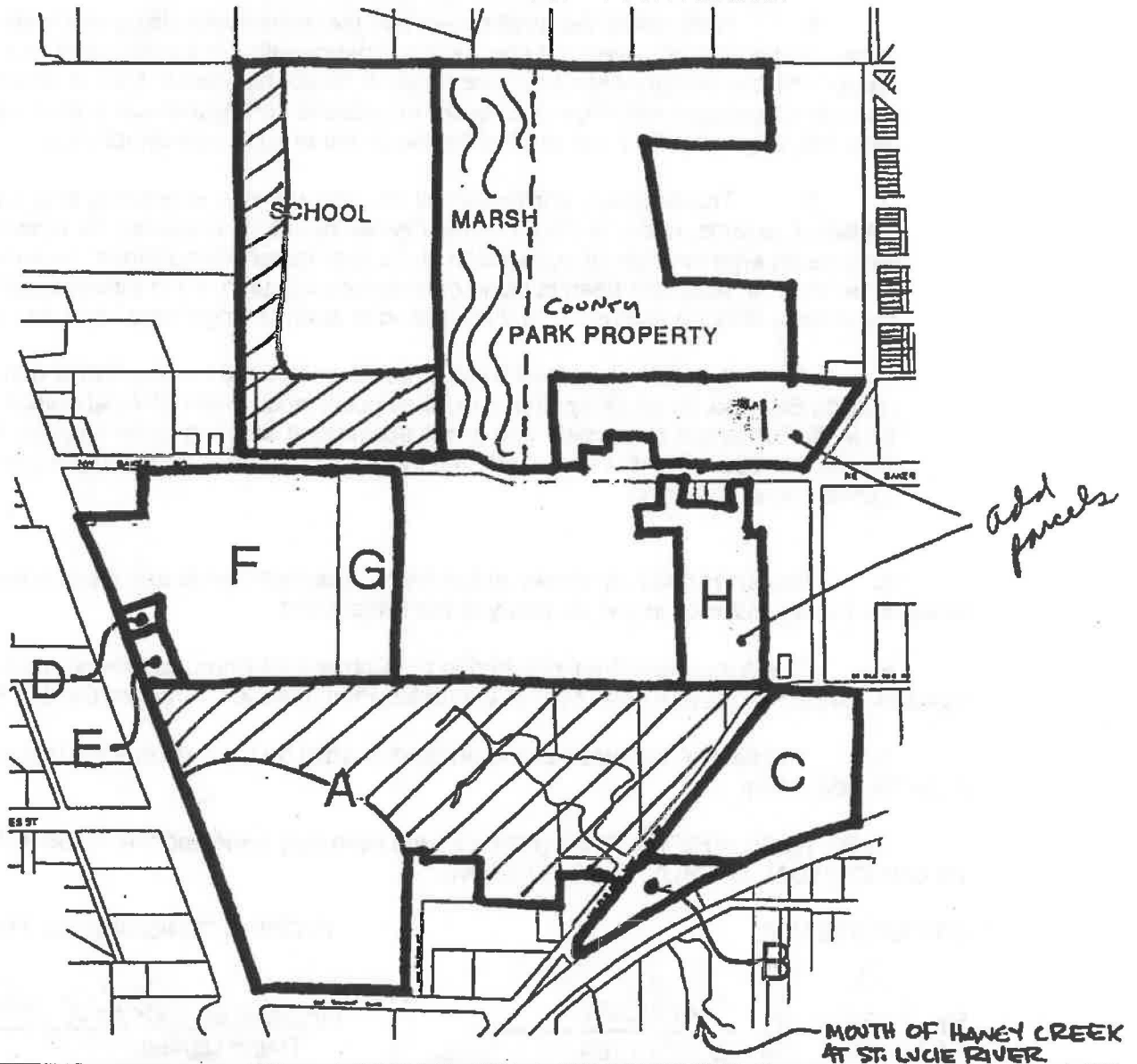
Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

State of Florida Auditor General
Attn: Ted J Sauerbeck
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

- d. In connection with the audit requirements addressed above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.600, Rules of the Auditor General.
- e. If the Recipient expends less than \$300,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$300,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than State entities).

HANEY CREEK WATERSHED PRESERVATION & GREENWAYS PROJECT
MAP OF PURCHASE AREA & SUBJECT PROPERTIES



LEGEND	
A	Kremser property (mostly upland; may be developed)
A	Kremser property (location of Arant's Swamp and slough; cannot be developed or mitigated. City to acquire through PUD negotiations)
B	Bussell property (option contract pending)
C	Boll property (counter-offer pending from owner)
D	Sommer property
E	Conway property
F	Bridgeton property (option contract approved; closing TBA)
G	Bridgeton property (option contract approved; closing TBA)
H	Dragseth property (to be added via boundary modification)
I	Tilton property (to be added via boundary modification)
SCHOOL	Felix Williams Elementary School (area of school improvements)
SCHOOL	Felix Williams Elementary School (area of preserve to be dedicated to City)
MARSH	Flow-through freshwater marsh (included within County-owned park property; permits to be approved by SFWMD in July 2000)
PARK PROPERTY	County-owned surplus park property (to be preserved with limited passive recreational improvements)

EXHIBIT "A"

5. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of three years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with 215.97, Florida Statutes, by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.

5. Parcels H and I as shown on Exhibit "A" attached hereto and made a part hereof are hereby included in the boundary of the Project Site.

6. The Acquisition Plan attached to the Conceptual Approval Agreement is hereby replaced, revised and superseded by the Acquisition Plan attached hereto as Exhibit "B".

7. The date of execution of this addendum shall be the date that the last party signs this addendum

IN WITNESS WHEREOF, the parties hereto have duly executed this ADDENDUM 3 TO CONCEPTUAL APPROVAL AGREEMENT.

CITY OF STUART

FLORIDA COMMUNITIES TRUST

By: David Collier
Print Name: DAVID COLLIER

By: Ann Wild for
Ralph Central,
Acting Executive Director

Attest: Dianne M. O'Donnell
City Clerk

Its: City Manager

Date: 9-7-00

Date: August 28, 2000

Approved as to Form and Legality:

By: Carl V. M. Coffin
Print Name: CARL V. M. COFFIN

Approved as to Form and Legality:

By: Ann J. Wild
Ann J. Wild, Trust Counsel

CAA 3 / 98-045-P8A
08/23/00

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Acquisition Plan

Project Name: Haney Creek Watershed Preservation and Greenways Project

Applicant: City of Stuart

Rule 9K-4.004(5)(g), Florida Administrative Code, reads in part as follows:

If the project site consists of more than one parcel or owner, an Acquisition Plan, as defined in Rule 9K-4.002(2), is required.

Rule 9K-4.002(2), Florida Administrative Code, reads as follows:

Acquisition Plan applies to Project Sites with multiple parcels or multiple owners and means a written description of the priority parcels and the general order in which the parcels will be acquired to assure that, in the event that all parcels cannot be acquired, the purposes of the project can be achieved.

Florida Communities Trust (FCT) staff will review the acquisition plan to assure that the purposes of the project can be achieved in the event all parcels cannot be acquired.

Provide tax identification number for all parcels within the project boundary

See attached summary ownership data sheet (Exhibit D).

Provide the name, address and phone number, if available, for all the owners of parcels within the project boundary.

See attached summary ownership data sheet (Exhibit D).

Identify the priority parcels needed to achieve the purposes of the project.

The key parcels required are reference parcels F, G and B (please see Exhibit D). Ownership of these parcels will enable the flow-through marsh construction on parcels F and G (23.5 acres) and control of the tributary flood plain via parcel B. These parcels abut and surround wetlands in the largest parcel, parcel A which is a key feature in the Haney Creek project.

Purchase of parcel A is highly desirable due to its size and diversity of habitats and is a key link of the overall greenways/flowways project if the surrounding parcels are in public ownership. If not purchased in this program, the combination of the City's upland preserve requirements and state and federal wetlands protection will likely protect a large portion of this parcel under conservation easements with any development proposal. However, the protection of parcel A in public ownership will allow both the connection to the greenway/flowway from the drainage basin to the north as well as provide protection of key environmental areas and habitats present on the

site.

Parcel C is next most desirable, being comprised of sand pine uplands and seepage slope wetlands tributary to parcel B.

Parcels H and I will allow a greenway/flowway connecting into the eastern portion of the Swamp, which will improve stormwater quality and preservation of a native corridor for wildlife. In addition, Parcel I contains an old borrow pit which will allow for the preservation of a deepwater habitat, thereby expanding the habitat functions of the entire project.

Finally, parcels D and E are included to preclude development adjacent to the main freshwater swamp along Federal Highway. These are also desirable but not essential to overall success.

Identify the general order in which the parcels should be acquired, parcels can be grouped in categories.

FIRST PRIORITY

Parcel A
Parcel B
Parcel C
Parcel F
Parcel G
Parcel H
Parcel I

SECOND PRIORITY

Parcel E
Parcel D

INSTR # 1452314
OR BK 01502 PG 0951
RECORDED 08/29/2000 11:39 AM
MARSHA EWING
MARTIN COUNTY Florida
DEPUTY CLERK S Johnson

This document prepared by:
Ann J. Wild
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

After Recording Return To:

Robert D. Schwartz, Esq.
Law offices of Robert D. Schwartz, P.A.
555 South Federal Hwy.--Suite 430
Boca Raton, FL 33432

FLORIDA COMMUNITIES TRUST
P8A AWARD# 98-045-P8A
FCT Contract# 00-CT-P8A-98-P8A-J1-045

GRANT AWARD AGREEMENT

THIS AGREEMENT is entered into this 26th day of JUNE, 2000, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and the CITY OF STUART, a political subdivision of the State of Florida ("FCT Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 253, 259, and 380, Florida Statutes.

WHEREAS, Part III Chapter 380, Florida Statutes, the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs, which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans and in otherwise conserving natural resources and resolving land use conflicts by providing financial assistance to local governments to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 1 of the Florida Preservation 2000 Act provides for the distribution of ten percent (10%) of the net Preservation 2000 Revenue Bond proceeds to the Department of Community Affairs to provide land acquisition grants and loans to local governments through the FCT;

WHEREAS, the Governor and Cabinet authorized the sale and issuance of State of Florida Department of Natural Resources Preservation 2000 Revenue Bonds ("Bonds");

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5-15-00

1

WHEREAS, the Bonds were issued as tax-exempt bonds, meaning that the interest on the Bonds is excluded from the gross income of Bondholders for federal income tax purposes;

WHEREAS, Rule 9K-4.010(2)(f), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding in accordance with Rule Chapter 9K-4, F.A.C.;

WHEREAS, the FCT has approved the terms under which the Project Site is acquired and the deed whereby the FCT Recipient acquires title to the Project Site shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund upon the failure of the FCT Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, such covenants and restrictions shall be imposed by an agreement which shall describe with particularity the real property which is subject to the agreement and shall be recorded in the county in which the real property is located; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to its acquisition with the FCT Preservation 2000 Bond award.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and FCT Recipient do hereby contract and agree as follows:

I. GENERAL CONDITIONS.

1. Upon execution and delivery by the parties hereto, the FCT Recipient shall cause this Agreement to be recorded and filed in the official public records of Martin County, Florida, as referenced in the warranty deed vesting fee simple title to the Project Site in the FCT Recipient, and in such manner and in such other places as FCT may reasonably request, and shall pay all fees and charges incurred in connection therewith.

2. The FCT Recipient and FCT agree that the State of Florida Department of Environmental Protection will forward this Agreement to Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax exempt status of the Preservation

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5-15-00

2000 Bonds is not jeopardized, FCT and FCT Recipient shall amend the Agreement accordingly.

3. This Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT.

4. This Agreement and the covenants and restrictions contained herein shall run with the Property herein described and shall bind, and the benefits shall inure to, respectively, the FCT and the FCT Recipient and their respective successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

6. Any notice required to be given hereunder shall be given by personal delivery, by registered mail or by registered expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
ATTN: Executive Director

FCT Recipient: City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994
ATTN: Kim Delaney, City Planner

7. If any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

II. PROJECT SITE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, FLORIDA STATUTES.

1. If any essential term or condition of this grant agreement is violated by the FCT Recipient or by some third party with the knowledge of the FCT Recipient and the FCT Recipient does not correct the violation within 30 days of notice of the violation, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal

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5-15-00

Improvement Trust Fund. The FCT shall treat such property in accordance with Section 380.508(4)(e), Florida Statutes.

2. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee, containing such covenants, clauses, or other restrictions as are sufficient to protect the interest of the people of Florida.

3. The interest, if any, acquired by the FCT Recipient in the Project Site will not serve as security for any debt of the FCT Recipient unless FCT approves the transaction.

4. If the existence of the FCT Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization which agrees to accept title to all interest in and to manage the Project Site.

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the FCT Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the FCT Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT will have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

III. PROJECT SITE OBLIGATIONS IMPOSED BY FCT ON THE FCT RECIPIENT.

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for passive, natural resource-based public outdoor recreation which is compatible with the conservation, protection and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed

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5-15-00

uses for the Project Site are specifically designated in the Project Plan as approved by FCT.

2. The FCT Recipient shall prepare and submit to FCT an annual report as required by Rule 9K-4.013, F.A.C.

3. The FCT Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the FCT Recipient's comprehensive plan is required to comply with this paragraph, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the FCT Recipient.

4. FCT Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

5. The FCT Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the FCT approved project plan.

6. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the FCT Recipient at the Project Site.

7. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and/or major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the FCT Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

8. If archaeological and historic sites are located on the Project Site, the FCT Recipient shall comply with Chapter 267, Florida Statutes. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

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5-15-00

9. The FCT Recipient shall ensure that the Project Site is identified as being publicly owned and operated as a passive, natural resource-based public outdoor recreational site in all signs, literature and advertising regarding the Project Site. The FCT Recipient shall erect a sign(s) identifying the Project Site as being open to the public and as having been purchased with funds from FCT and FCT Recipient.

IV. OBLIGATIONS INCURRED BY FCT RECIPIENT AS A RESULT OF BOND PROCEEDS BEING UTILIZED TO PURCHASE THE PROJECT SITE.

1. If the Project Site is to remain subject, after its acquisition by the State and the FCT Recipient, to any of the below listed activities or interests, the FCT Recipient shall provide at least 60 days written notice of any such activity or interest to FCT prior to the activity taking place, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax consequences of such activity or interest:

a. any lease of any interest in the Project Site to a non-governmental person or organization;

b. the operation of any concession on the Project Site to a non-governmental person or organization;

c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with a non-governmental person or organization;

d. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

e. a management contract of the Project Site with a non-governmental person or organization; and

f. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

2. FCT Recipient agrees and acknowledges that the following transaction, events, and circumstances may not be permitted on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law:

a. a sale of the Project Site or a lease of the Project Site to a non-governmental person or organization;

b. the operation of a concession on the Project Site by a non-governmental person or organization;

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c. a sale of things attached to the Project Site to be severed from the Project Site to a non-governmental person or organization;

d. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;

e. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

f. a management contract of the Project Site with a non-governmental person or organization; and

g. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE FCT RECIPIENT AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE FCT RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

V. CONDITIONS THAT ARE PARTICULAR TO THE PROJECT SITE AS A RESULT OF THE FCT APPROVED MANAGEMENT PLAN.

1. Outdoor recreational facilities including nature trails, boardwalks, an observation deck and interpretive displays shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the Project Site without causing harm to those resources.

2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust Preservation 2000 Program and the Recipient. Such recognition shall also be included in all printed literature and advertising associated with the Project Site.

3. Regularly scheduled and ongoing educational programs that promote the protection of natural resources shall be provided at the Project Site. The programs shall include guided walks and programs for school groups.

4. A survey of vegetative communities and plant species shall be conducted on the Project Site. The FCT Recipient shall detail how

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the survey shall be used during development of the site to ensure the protection, restoration, and preservation of the natural resources on the Project Site.

5. The slash pine, sand pine scrub, hardwood swamp and wetland communities that occur on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these vegetative communities.

6. The Project Site shall be managed in a manner that protects and enhances habitat for listed wildlife species that utilize or could potentially utilize the Project Site, including the gopher tortoise, scrub jay and wading birds. The FCT Recipient shall coordinate with the Game and Freshwater Fish Commission on the management of the Project Site for the protection of listed species and listed species habitat. The FCT Recipient shall also conduct periodic surveys of listed species using the Project Site and develop informational signs relating to the protection of listed animal species and their habitat.

7. Management of the Project Site shall be coordinated with the Department of Environmental Protection's Aquatic Preserve Management Plan and the Indian River Lagoon SWIM Plan.

8. Adjacent development activities shall be monitored through the development review and approval process to ensure that such activities do not negatively effect the resources on the Project Site. Vegetated buffers shall be used as necessary to ensure that resources and planned outdoor recreation activities on the project site are sufficiently protected from the adverse impacts of adjacent land uses.

9. Approximately 7 acres of disturbed upland and wetland vegetation on the Project Site shall be restored in terms of biological composition and ecological function by removing exotics and planting native vegetative species.

10. An ongoing monitoring and control program for invasive exotic vegetation shall be implemented at the Project Site. The Exotic Pest Plant Council's List of Florida's Most Invasive Species shall be used to identify invasive exotic vegetation on the Project Site.

11. A stormwater management program shall be developed and implemented on the Project Site to improve the quality of water entering Haney Creek and the St. Lucie River. The FCT Recipient shall coordinate with the South Florida Water Management District on the development of a stormwater management program for the Project Site.

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12. A vegetation analysis of the Project Site shall be performed to determine which areas of the Project Site need a prescribed burning regime implemented to maintain natural fire-dependent vegetative communities. The development of a prescribed burn plan shall be coordinate with Division of Forestry and Game and Fresh Water Fish Commission.

13. Management of the Project Site shall be coordinated with the land managers of other conservation and preservation lands in the project area.

14. Pedestrian and bicycle access to the Project Site shall be promoted as an alternative to automobile transportation by providing pedestrian walkways and/or bicycle parking stands.

15. The Project Site shall be incorporated into the City's overall management program for the protection and enhancement of natural and recreational resources within the greenway corridor that extends from the St. Lucie River to the Savannahs State Preserve.

16. The requirements imposed by other grant program funds that may be sought by the FCT Recipient for activities associated with the Project Site shall not conflict with the terms and conditions of the FCT award.

THIS GRANT AWARD AGREEMENT embodies the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Witness:

CITY OF STUART

Mary F. Whisenant
Witness Name:
N. Pat Person
Witness Name:

BY: [Signature]
Its: Mayor, Karl J. [Signature]

Date: 4/12/00

Attest: [Signature]
City Clerk, Dianne O'Donnell

Accepted as to Legal Form and Sufficiency:

Carl V.M. Coffin
Date: 4/15/00

Carl V.M. Coffin, City Attorney

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STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2000, by _____, as _____ He\She is personally known to me.

Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____

FLORIDA COMMUNITIES TRUST

L. Christine McCay
Witness Name: L. Christine McCay
Teresa Divers
Witness Name: Teresa Divers

Ralph Cantral
Ralph Cantral,
Acting Executive Director
Date: 6/28/00

Accepted as to Legal Form and
Sufficiency:

Ann J. Wild
Ann J. Wild, Trust Counsel
Date: 6/22/00

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 28 day of June, 2000, by Ralph Cantral, as Acting Executive Director of the Florida Communities Trust. He is personally known to me.



Darrah L. Bagley
Notary Public
Print Name: Darrah L. Bagley
Commission No. CC 716067
My Commission Expires: 02-12-2002

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EXHIBIT "A"

A TRACT OF LAND LYING IN SECTION 29, TOWNSHIP 17 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 29, COMMENCE NORTH 89 DEGREES, 18 MINUTES, 22 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 249.64 FEET; THENCE NORTH 18 DEGREES, 41 MINUTES, 32 SECONDS WEST, A DISTANCE OF 257.58 FEET; THENCE NORTH 00 DEGREES, 32 MINUTES, 08 SECONDS EAST, A DISTANCE OF 105.91 FEET; THENCE SOUTH 71 DEGREES, 18 MINUTES, 28 SECONDS WEST, A DISTANCE OF 201.63 FEET TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 1) AS SHOWN ON THE PLAT OF "PALM LAKE PARK" AS RECORDED IN PLAT BOOK 3, PAGE 41, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 18 DEGREES, 41 MINUTES, 32 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 451.16 FEET; THENCE SOUTH 89 DEGREES, 18 MINUTES, 22 SECONDS EAST, PARALLEL WITH AND 710 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 273.05 FEET; THENCE NORTH 00 DEGREES, 30 MINUTES, 17 SECONDS EAST, PARALLEL TO AND 400 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 205.45 FEET TO THE SOUTH RIGHT OF WAY LINE OF BAKER ROAD, A 60 FOOT RIGHT OF WAY AS NOW LAID OUT AND IN USE; THENCE SOUTH 89 DEGREES, 11 MINUTES, 13 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF BAKER ROAD, A DISTANCE OF 250.00 FEET; THENCE SOUTH 00 DEGREES, 30 MINUTES, 17 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89 DEGREES, 11 MINUTES, 13 SECONDS WEST, A DISTANCE OF 241.03 FEET; THENCE SOUTH 00 DEGREES, 32 MINUTES, 08 SECONDS WEST, A DISTANCE OF 915.77 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE NORTH 88 DEGREES, 33 MINUTES, 13 SECONDS WEST, ALONG SAID SOUTH LINE A DISTANCE OF 424.56 FEET TO THE POINT OF BEGINNING.

A tract of Land lying in Section 29, Township 17 South, Range 41 East, Martin County, Florida, being more particularly described as follows: The East 240.97 feet (as measured at right angles to) The East line of the following described parcel: Beginning at the South One-Quarter corner of said Section 29, commence North 89°38'22" West, along the South line of the Southwest quarter of said Section 29, a distance of 249.64 feet; Thence North 18°41'32" West, a distance of 257.58 feet; Thence North 00°32'08" East, a distance of 105.91 feet; Thence South 71°18'28" West, a distance of 201.63 feet to the Easterly right of way line of U.S. Highway No 1 (State Road No 5) As shown on the Plat of "Palm Lake Park" as recorded in Plat Book 3, Page 41 of the Public Records of Martin County, Florida; Thence North 18°41'32" West along said Easterly Right of Way line a distance of 451.16 feet; Thence South 89°38'22" East parallel with and 710 feet North of, as measured at right angles to, the South line of the Southwest quarter of said Section 29, a distance of 273.05 feet; Thence North 00°30'17" East parallel to and 400 feet West of, as measured at right angles to, the East line of the Southwest quarter of said section 29, a distance of 205.45 feet to the South right of way line of Baker Road, a 60 foot right of way as now laid out and in use;

Thence South 89°11'13" East along the South Right of Way line of Baker Road, A distance of 250.00 feet; thence South 00°30'17" West, a distance of 100.00 feet; Thence South 89°11'13" East, a distance of 200.00 feet; Thence North 00°30'17" East a distance of 100.00 feet to the South Right of Way line of said Baker Road; Thence South 89°11'13" East along said South Right of Way line a distance of 175.00 feet to the East line of the Southwest quarter of said Section 29; Thence continue South 89°11'13" East along said South Right of Way line a distance of 250.00 feet; Thence South 00°30'17" West parallel to and 250.00 feet East of, as measured at right angles to, the West line of the Southwest quarter of said Section 29 A distance of 100.00 feet; Thence South 89°11'13" East, a distance of 175.00 feet; Thence North 00°30'17" East a distance of 100.00 feet to the South Right of Way line of said Baker Road; Thence South 89°11'13" East, along said South Right of Way line a distance of 241.03 feet; Thence South 00°32'08" West, a distance of 915.77 feet to the South line of the Southwest quarter of said Section 29; Thence North 88°33'13" West along aforesaid South line a distance of 665.57 feet to the Point of Beginning.

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CITY OF STUART
OFFICE OF THE CITY ATTORNEY



MEMORANDUM

TO: KEV FREEMAN, DEVELOPMENT DIRECTOR

SUBJECT: ANNEXATION OF FOUR PARCELS ON BAKER ROAD ADJACENT
TO HANEY CREEK WATERSHED

CC: DAVID DYESS, CITY MANAGER

DATE: October 1, 2020

I have reviewed the agenda item prepared by the Development Director pertaining to the City's annexation of 42.46 acres of conservation land located on or near Baker Road and Green River Parkway S.E. Federal Highway bearing parcel control nos.: 29-37-41-000-000-00111-1 (6.12 acres); 9-37-41-000-000-00260-0 (13.0 acres); 29-37-41-000-000-00010-3 (16.9 acres); and 29-37-41-000-000-00501-9 (6.44 acres) as depicted in the location maps attached as Exhibit A1-A4 to the Ordinance.

The City is the owner of the property at issue. As a result, the City is seeking a voluntary annexation to place City owned conservation land into the City boundaries. Voluntary annexations are governed by the standards of Section 171.044 Florida Statutes. The basic requirement is stated as follows:

“(1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.”

Because these parcels are being submitted as one annexation the review will be based upon all parcels being annexed contemporaneously.

The state statute contains four (4) general requirements. First, a petition for voluntary annexation

must be unanimously signed by all property owners in the area to be annexed. Second, the property proposed to be annexed must be contiguous and reasonably compact. Third, the proposed annexation cannot produce an enclave. Finally, county charters which provide for an exclusive method of municipal annexation override the Florida Statute. Martin County is not a Charter county and therefore, the fourth criteria does not apply to an annexation in the City of Stuart, Florida.

1. **Signed by all property owners in the geographic area being annexed.** Because the City is the sole owner of all properties, the first requirement has been met.
2. **Contiguous to the Municipality:** Pursuant to Section 171.044(1), F.S., “the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.” Property is deemed to be “Contiguous” under Section 171.031 (11), F.S., where a substantial part of a boundary of the territory sought to be annexed by a municipality is coterminous (sharing a common boundary) with a part of the boundary of the municipality. “Contiguous” has also been defined as “touching or adjoining in a reasonably substantial ... sense.” See City of Sanford v. Seminole County, 538 So. 2d 113 (Fla. 5th DCA 1989); May v. Lee County, 483 So. 2d 481 (Fla. 2d DCA 1986). The Sanford Court found that Section 171.031(11) F.S. only requires “that a substantial part of a boundary” touch municipal property as opposed to the entire perimeter of the property.

Section 171.031(11) provides that:

Separation of the territory sought to be annexed from the annexing municipality by a publicly owned right-of-way for a highway, road, railroad, canal or utility or a body of water, watercourse or other minor geographical division of a similar nature, running parallel with and between the territory sought to be annexed and the annexing municipality, shall not prevent annexation under this act, provided the presence of such division does not, as a practical matter, present the territory sought to be annexed and the annexing municipality from becoming a unified whole with respect to municipal services or prevent inhabitants from fully associating and trading with each other socially and economically.

In the current application, a review of the location map indicates that a substantial part of the boundary is coterminous with the City of Stuart. The entire frontage of the property of all four properties abuts and is bordered by the City of Stuart. Therefore, the property meets condition two and deemed is contiguous to the City of Stuart.

3. **Reasonably Compact**

“Compactness is defined under subsection (12) of 171.031, F.S., to mean a concentration of a piece of property in a single area. The requirement for compactness precludes any action which would create enclaves, pockets, or ginger areas in serpentine patterns. The purpose of the compact and contiguous requirement is to assure creation of geographically unified and compact municipalities, City of Sunrise v. Broward County, 473 So. 2d 1387 (Fla. 4th DCA 1985).

A review of the map and the application determines that this property is reasonably compact and meets Florida Statute 171.031(12). Given the configuration of the City, as well as the property requesting annexation, the annexation will not *create* pockets of unincorporated areas or serpentine finger areas.

No Enclaves

Subsection 5 of 171.044, F.S. Provides that “[l] and shall not be annexed through voluntary annexation when such annexation *results in the creation of enclaves*”. The term “enclave” is defined under Section 171.031(13), F.S., as “any unincorporated improved or developed area that is bounded on all sides by a single municipality or any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.”

A review of the map, appears to indicate that property that remains dedicated to the Haney Creek Water Shed will be in an enclave. In addition, there is property on the South Side of Baker Road which will also become an enclave.

Conclusion

Based upon the foregoing facts and analysis it is my opinion that the voluntary annexation of this parcel into the municipal boundaries of the City of Stuart complies with three of the four conditions set forth in Florida Statute §171.044. If the County challenges this annexation application, it is unlikely that the City will meet the burden of proof to comply with the state statute.

This opinion is prepared solely at the request of and for the use of, the City of Stuart, and no other person or entity may rely on it for any purpose without the express written permission of the City of Stuart.

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 1/11/2021

Prepared by: Stephen Mayer

Title of Item:

HIDDEN KEY RPUD REZONING (QUASI-JUSICIAL) (RC):

ORDINANCE No. 2457-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING THE 1.36 ACRE PARCEL FROM RESIDENTIAL MULTI-FAMILY/OFFICE (R-3) TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD), LOCATED NORTH OF THE ARC OF MARTIN COUNTY AND SOUTH OF THE ESTATES OF STUART, EAST OF KANNER HIGHWAY, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE HIDDEN KEY RPUD CONSISTING OF TWENTY-EIGHT (28) MULTI-FAMILY UNITS WITHIN TWO TWO-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

History

In order for the applicant to modify plans in response to comments made by the Local Planning Agency at the November 12th, 2020 public hearing, staff and the applicant requested to continue the item to January 11th, 2021. The applicant has removed the bio-swale from the rear of the property in order to provide a more dense landscape buffer strip, as recommended by the LPA. A sidewalk has been located on the north side of the entrance to connect with the adjacent commercial property, rather than crossing the road to link with the south side of the road, also recommended by the LPA. Minor corrections of typos on the elevations, and the labeling of the 6' high perimeter wall, bike rack, mailbox, and electric car locations were updated on the site and landscape plans.

Summary

The subject property consists of one parcel totaling 1.36 acres in size, located south of the Estates of Stuart, north of ARC of Martin County and east of Kanner Highway. The property is currently vacant and undeveloped with no wetlands. An environmental assessment shows a mix of exotic and native vegetation, including laurel oak and slash pines which will partially be mitigated for with new landscaping and partially thru payment to the tree replacement fund.

A Site Plan has been planned with 28 multi-family apartment flats within a two-story building. The property is much longer in width than it is in depth. This places site constraints on the property as it related to the usage of the front parking lot and the rear buffer area.

The applicant is requesting the following two (2) waivers from the City's Land Development Code:

1. **Section 2.07.00 Density.** A RPUD with multi-family land use designation is permitted to have up to 15 units per acre. The applicant is requesting 28 units, or 20.6 units per acre. A density bonus of approximately 5

units per acre is requested, for the 28 1,281 square foot 3-bedroom apartments. The infill project received a previous minor site plan approval for 13 town home units and met all applicable code sections. However, the applicant desires to develop the property as an apartment flat style with one additional waiver to the northern transitional buffer (waiver request below). The applicant is providing 34% open space when the credit is given for the use of semi-pervious brick pavers. The applicant is exceeding the landscape requirement and is providing a bioswale toward the sides of the property and a transitional landscape buffer toward the rear. The site plan consists of 83% native, including native grasses, with the only non-native planting being Alexander and Sylvester Palm trees. The applicant is providing for new housing opportunities in a site that is currently an undeveloped infill lot. Staff recommends supporting the granting of the density bonus for this site.

2 . **Section 6.04.06. Land Use Transitions and Landscape Buffers.** The buffer width requirement for a two-story multi-family use adjacent to multi-family use is 30' along the rear side. The applicant is requesting a consistent 15' wide landscape buffer along the northern and eastern property lines, where the proposed multi-family use is abutting an existing multi-family community (Estates of Stuart), including a 6' high perimeter wall. Within this zone, there is a proposed landscape buffer consisting of two rows of tree plantings. The applicant is required to install 39 shade trees. The applicant is preserving, relocating or planting 49 shade trees, not including the Queen myrtle and palm trees as under story trees.

Funding Source:

N/A

Recommended Action:

Motion to approve Ordinance 2457-2020 on first reading.

ATTACHMENTS:

Description	Upload Date	Type
▢ A1. Ordinance 2457-2020	11/2/2020	DRAFT ORDINANCE
▢ B1. Staff Report	12/31/2020	Staff Report
▢ C1. Site Plan	12/31/2020	Exhibit
▢ C2. Landscape Plan	12/31/2020	Exhibit
▢ C3. Boundary and Tree Survey	11/2/2020	Exhibit
▢ C4. Environmental Assessment	11/2/2020	Exhibit
▢ C5. Traffic Statement	11/2/2020	Exhibit
▢ C6. Concept Floor Plan and Architecture	12/31/2020	Exhibit



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

ORDINANCE NUMBER 2457-2020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING THE 1.36 ACRE PARCEL FROM RESIDENTIAL MULTI-FAMILY/OFFICE (R-3) TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD), LOCATED NORTH OF THE ARC OF MARTIN COUNTY AND SOUTH OF THE ESTATES OF STUART, EAST OF KANNER HIGHWAY, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE HIDDEN KEY RPUD CONSISTING OF TWENTY-EIGHT (28) MULTI-FAMILY UNITS WITHIN TWO TWO-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

*** * * * ***

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by Jeremy LeMaster of MDL Holdings, LLC, for a 1.36 acre parcel of land located at PCN # 093841021000000200; and

WHEREAS, the City Commission, has considered the Petitioner's voluntary request for a rezoning to from R-3 to RPUD, and has also considered the recommendation of the City staff; and

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

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

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

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

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

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

SECTION 1: The following new documents are on file as public records of the City, at the office of the City Clerk in City Hall, and attached hereto as **Exhibit “D”**, hereinafter the “Development Documents”, shall be deemed a part of the development conditions, and shall supplement any earlier approvals:

- a. Site Plan, Sheet 1 of 1, by Creech Consulting, Inc., dated 8.27.2020**
- b. Landscape Plan, Sheet 1 thru 3 of 3, by Eileen G Designs, Inc., dated 10.12.20**
- c. Floor Plan and Elevations, untitled and undated.**
- d. Boundary and Tree Survey, by GCY, Inc., dated June 2018**
- e. Hidden Key Environmental Assessment Report, prepared by EDC, Inc. dated November 2017.**
- f. Hidden Key Traffic Statement, prepared by Susan O'Rourke, dated 10.12.2020**

SECTION 2: The Land Development (Zoning) District designation on the City of Stuart Official Zoning Map shall be established as "RPUD" Residential Planned Unit Development, above.

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

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

SECTION 5: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6: 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.

SECTION 7: Upon complete execution of this Ordinance, including the Acceptance and Agreement by the Owner, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

Passed on first reading the ____ day of _____, 2020.

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:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this ____ day of _____, 2020.

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

ACCEPTANCE AND AGREEMENT

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

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

WITNESSES:

Print Name: _____

By: _____

Print Name: _____

OWNERS ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____

Personally Known OR Produced Identification

Type of ID Produced _____

Signature of Notary Public: _____

Commission Expires: _____

Notary Seal:

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 _____, 2020, by MICHAEL J. MEIER, 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:

EXHIBIT A – LEGAL DESCRIPTION

LEGAL DESCRIPTION

Lot 2, KANNER MINOR PLAT, according to the plat thereof, as recorded in Plat Book 14, Page 64, of the Public Records of Martin County, Florida.

TOGETHER WITH an easement for common driveway/access over the North 16 feet of the South 110 feet of the West 564 feet of the North three-quarters of the West one-half of the Northwest one-quarter of the Southwest one-quarter of Section 9, Township 38 South, Range 41 East, less the right of way for State Road 76, as described in Official Records Book 1355, Page 1382, of the Public Records of Martin County, Florida.

ALSO TOGETHER WITH an easement for common driveway/access over the South 10 feet of Lot 1, KANNER MINOR PLAT, as shown on said plat recorded in Plat Book 14, Page 64, of the Public Records of Martin County, Florida.

8

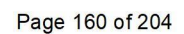


EXHIBIT C – DEVELOPMENT CONDITIONS

Approved Plans and Documents

2. The Hidden Key Residential RPUD project and use thereof shall comply with the following drawings:
 - a. **Site Plan, Sheet 1 of 1, by Creech Consulting, Inc., dated 8.27.2020**
 - b. **Landscape Plan, Sheet 1 thru 3 of 3, by Eileen G Designs, Inc., dated 10.12.20**
 - c. **Floor Plan and Elevations, untitled and undated. (Renderings to be provided; however, by final approval the applicant must provide elevations that have been signed by a registered architect)**
 - d. **Boundary and Tree Survey, by GCY, Inc., dated June 2018**
 - e. **Hidden Key Environmental Assessment Report, prepared by EDC, Inc. dated November 2017.**
 - f. **Hidden Key Traffic Statement, prepared by Susan O'Rourke, dated 10.12.2020**
3. Any modifications to the Hidden Key RPUD Site Plan that exceeds 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking, drainage areas, and location of landscaping may be approved by the City's Development Director, provided however, the Development Director may refer the matter to the City Commission for approval via a public hearing.
4. Development of the Subject Property as a RPUD shall include an impervious area of no more than (50%) impervious coverage for the RPUD. The maximum building height within the RPUD shall be 2 stories. 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. 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.
6. 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.
7. Prior to City Commission approval, the applicant shall provide a site plan showing a bike rack location, EV parking space locations, and a double dumpster accepted by the City's Public Works Department.

Landscaping

8. The common areas including the projects community recreation areas and entry features shall be provided with landscaping with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.
9. 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.
10. A landscape maintenance plan, executed in accordance with the Land Development Regulations, including protocols for the use of pesticides, shall be submitted to the Development Department and approved prior to the issuance of a vertical construction building permit.
11. Prior to Certificate of Occupancy, all prohibited exotics and invasive species shall be removed from the entire site.

Required Open Space and Native Preserve Area

12. RPUD shall maintain the open space as depicted on the Site Plan by **Creech Consulting, Inc.** as described in Exhibit C. Required open space may include native vegetation areas and landscape buffers between the RPUD and adjacent property.
13. The location of the native vegetation shall comply with the project's landscape plan, by **Eileen G Designs, Inc.** The project shall adhere to the Preserve area mitigation and monitoring plan (PAMP) provided to the City prior to vertical construction building permit approval. The owner and developer shall adhere to the provisions of the Wetland Maintenance and Monitoring Plan and permanent maintenance will be the responsibility of the Developer, their successors or assigned. The City's protocol for the use of pesticides shall be adhered to in the continual maintenance of the PAMP.

Tree Mitigation

14. The project shall comply with Section 5.05.02 of the "Tree replacement and protection requirements" of the City's Land Development Code.

Prior to Issuance of Site Permits

15. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.
16. Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.
17. 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.

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

Development and Construction

19. The Developer shall construct the project's infrastructure in one phase.
20. The Developer shall install landscaping at the development's entry as shown on the landscaping plan prior to the first certificate of occupancy for a residential unit.
21. The property owner shall provide easements for licensed television services. Preserve area easements shall be dedicated to state agencies with the City of Stuart having the option to have those same easements.
22. In the event of any conflict in the provisions of Exhibit 'C' Development Conditions and attached exhibits, Exhibit 'C' shall prevail.
23. 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.
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 storm water facilities, specifically the Native Planting schemes at the detention/retention areas/wetlands, will be designed using Low Impact Development "(LID) Techniques as described in the University of Florida IFSA Extension publication LID Practices: Integration Wetlands and Enhancing Storm water Basins". The proposed dry retention shall have native grasses along the edges of the retention area are to become part of the stormwater filtration process.
27. Temporary or freestanding storage units are prohibited on the property once construction is complete.
28. Site work including but not limited to land preparation, lake excavation, clearing and grading, drainage and water, sewer and irrigation lines, and private road shall be reviewed approved by the city's public works department and the city's engineering consultant prior to permitting.
29. Prior to final site plan approval, the applicant shall provide a designated parking space for mail pick-up.
30. Prior to Certificate of Occupancy, the applicant shall provide two (2) EV parking spaces at a level 2 charging rate with a dedicated branch circuit and overcurrent protection device, per space.
31. All roof-top mounted equipment, including air conditioners, shall be screened from public view.

Signage

32. All signs throughout the RPUD must have a consistent treatment, as to number, location, size, height, lighting, and materials with a unified theme throughout the Planned Unit Development.

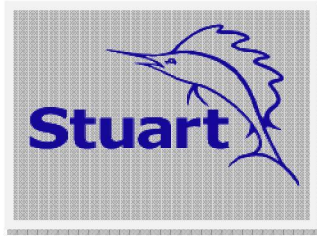
HOA Requirements & Future Amendments

33. 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 unless owner amends this restriction through a minor PUD amendment process.
34. Any applications to amend this Ordinance shall be limited to the Developer.
35. The City may elect at any time to assign a future land use designation of “Conservation” to the PUD’s preserve areas without objection by the owners. Further, the City may at its discretion, take over maintenance of the preserve area(s) without objection by the owners.
36. Timetable for development shall be as follows:

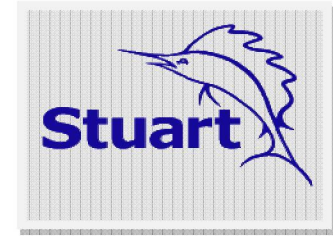
Site and building permit application deemed sufficient for permit review under city codes and standards.	January 1, 2023
Final Certificate of Occupancy for all site and building improvements.	January 1, 2024

Allowable Uses

37. The following uses shall be permitted:
- Multi-Family Residential
 - Home Occupations in accordance with the City’s Land Development Code.



**CITY OF STUART
CITY COMMISSION**
January 11, 2020

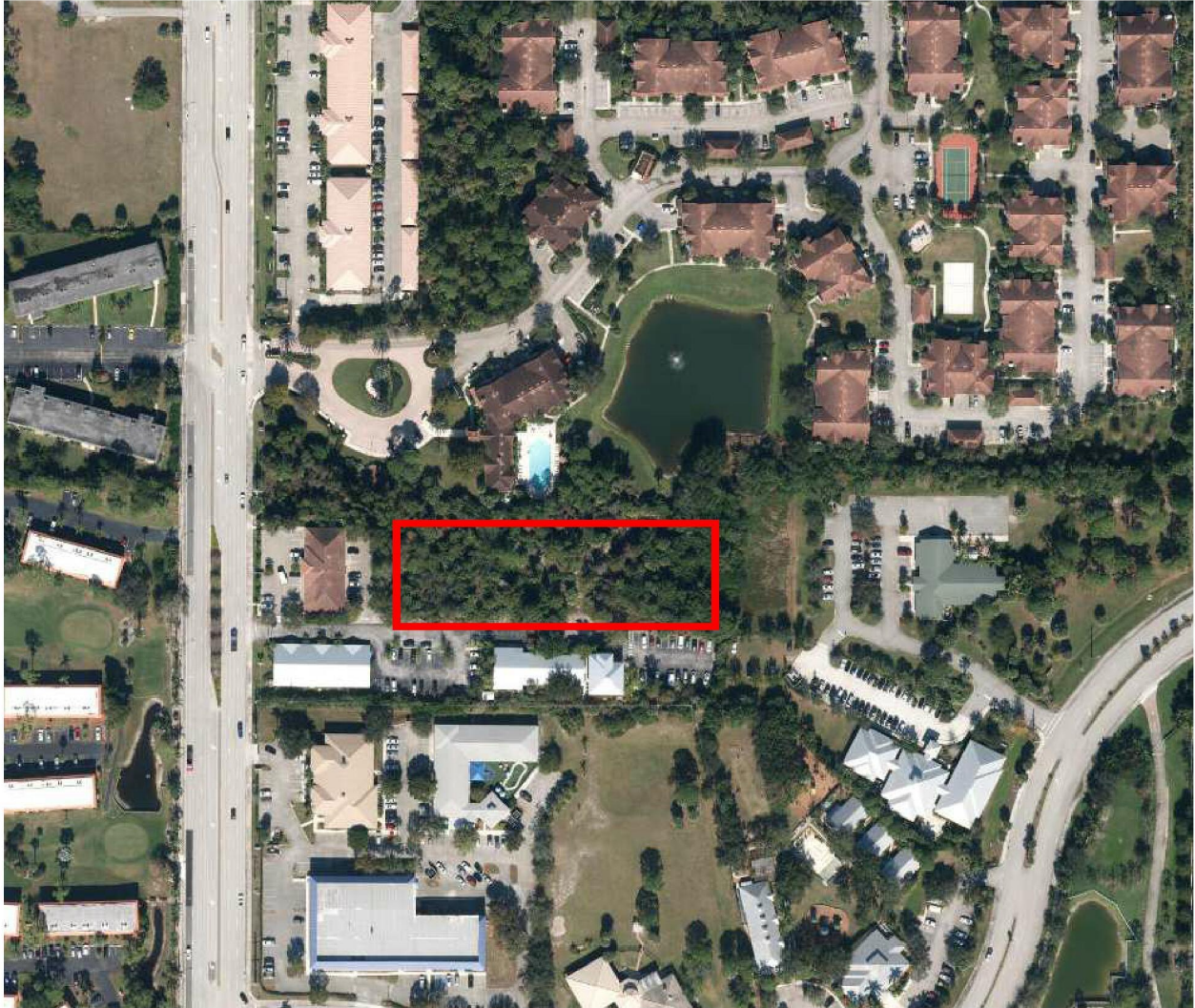


Project Name: Hidden Key RPUD - Rezoning	Property Owner: MDL Holdings, LLC
PCN #: 09-38-41-02-100-00002-00	Applicant/Petitioner:
Ordinance No: 2457-2020	Agent/Representative: Creech
	Case Planner: Stephen Mayer
Location: A parcel lying south of the Estates of Stuart, north of ARC of Martin County and east of Kanner Highway	

PROJECT SUMMARY		
Property Size (area)		1.36 Acres
Present Use		Undeveloped
Subject Property Land Use		Office/Residential
<i>Adjacent FLU</i>	<i>North</i>	Office/Residential
	<i>South</i>	Office/Residential
	<i>East</i>	Commercial
	<i>West</i>	Office/Residential
Subject Property Zoning		Multi-Family/Office (R-3)
<i>Adjacent Zoning</i>	<i>North</i>	R-3 (Estates of Stuart) - Apartments
	<i>South</i>	R-3 ARC of Martin County)
	<i>East</i>	B-2 (Unity Church)
	<i>West</i>	R-3 (Kanner Trust) Offices
Proposed Land Use Designation & Zoning District		Multi-family Density Residential (RPUD)
Proposed Zoning District		Residential Planned Unit Development RPUD
Proposed Use		28 Multi-family Apartments
City Approvals		Building Department – No comments at this time. Fire Department – No comments at this time. Public Works – No comments at this time. Police Department – No comments at this time
Brief Explanation		The intent of this application is to request a Zoning designation of (RPUD) on the City of Stuart Zoning Map. The subject property is 1.36 acres. The property is currently undeveloped. The intent of this project is to allow 28 attached multi-family apartment homes within a 2-story building to be developed on the site while

maintaining a 15-foot buffers and 20 units per acre.

Staff Recommendation: Staff recommends approval for the zoning district designation change from Residential Multi-Family/Office (R-3) to RPUD (Residential Planned Unit Development).



STAFF REPORT AND RECOMMENDATION

I. LEGAL NOTICE REQUIREMENTS

A. Requirements for Application – The applications for the Future Land Use amendment to Multi-Family Density Residential, and zoning district designation to RPUD have been noticed in accordance with the requirements set forth in Sections 11.01.02, 11.01.09, and 11.02.00 of the Land Development Regulations.

B. Site Posting Date: October 28, 2020

C. Mail Notice Postmark: October 28, 2020 to property owners within 300 feet

D. Publication Date: 10 days prior to Second Reading

II. MAP AMENDMENT ORDINANCE NO. 2457-2020

III.APPLICATION: Dated September 23, 2020

IV. HISTORY OF THE SITE

The applicant is requesting to assign a RPUD zoning district to establish a new site plan with three waivers, including density bonus, in order develop the property for 28 multi-family residential units. The property currently has a city minor site plan approval for 13 townhome units.

V. STAFF ANALYSIS

A. Site and Area Characteristics

The subject property consists of one parcel totaling 1.36 acres in size, located south of the Estates of Stuart, north of ARC of Martin County and east of Kanner Highway. The property is currently vacant and undeveloped with no wetlands. An environmental assessment shows a mix of exotic and native vegetation, including laurel oak and slash pines that will either be mitigated for or paid for thru the tree replacement fund.

B. Project Description

A Site Plan has been planned with 28 multi-family apartment flats within a two-story building. The property is much longer in width than it is in depth. This places site constraints on the property as it related to the usage of the front parking lot and the rear buffer area.

C. Future Land Use Amendment and Comprehensive Plan Consistency Review

A review of the Comprehensive Plan finds that the proposed list of uses that are consistent with the proposed Multi Density Future Land Designation:

This land-use category is allowing for two or more dwelling units per building. Includes single family detached, duplex/townhomes, apartments, condominiums, patio homes, garden homes, and adult living facilities, foster homes and zero-lot-line residences. Also public facilities, churches day care centers, schools and electric distribution substations are allowed.

Section 11.01.05G.1 (large-Scale Comprehensive Plan Amendments) of the Land Development Code requires the Local Planning Agency to consider the following criteria prior to making an advisory recommendation to the City Commission:

1. The existing land use pattern;

The existing land use pattern surrounding the project area consist of a mix of office, places of worship and multi-family residential. It is recommended to be adequately buffered to the existing multi-family use to the north in particular, while the sides and front property lines being adjacent to non-residential property, the proposed 15-foot bio-swale buffer is adequate.

2. The possible creation of an isolated land use classification unrelated to adjacent and nearby classifications;

No, the proposed multifamily project will benefit the mix of nonresidential and residential development on the east side of Kanner Highway and is consistent with the residential nature of the adjacent property to the north. Please see the attached exhibit.

3. The population density pattern of the area and possible increase or overtaxing of the load on public facilities such as schools, utilities and streets;

No. The multifamily land use and the proposed project will rely on City of Stuart Utilities for services which have sufficient capacity to service the proposed project. The school capacity will be coordinated with the Martin County school board and concurrency will be reserved at the time of construction plan permitting. The streets have adequate capacity and the proposed improvements outlined in the proposed RPUD will improve the traffic patterns.

4. The possible overloading of the City's sewage collection, treatment and disposal facilities;

The property will connect to the City's sewage collection, treatment and disposal facilities. The property is within the City of Stuart's service district.

5. The possible overloading of the City's drainage system;

All development on the site would be required to comply with applicable City of Stuart stormwater management requirements with review and permitting from the South Florida Water Management District.

6. *The existing classification boundaries in relation to existing conditions on the subject property;*

There are no issues in this regard.

7. *The existence of changed or changing conditions which make the passage of the proposed amendment necessary or appropriate;*

The county/city has shown a trend toward development of residential uses and the need for apartment housing to support the local workforce and young professionals.

8. *The impact of the proposed amendment upon living conditions in the adjacent neighborhood;*

The type and intensity of development that would be feasible on the subject property would not create an adverse impact to nearby neighborhoods. The site is buffered from abutting neighborhoods the north with an enhanced 15' foot landscape buffer around the entire site.

9. *The impact of the amendment upon the flow of light and air to adjacent areas;*

The type and intensity of development that would be feasible on the subject property would not create an adverse impact upon the flow of light and air to adjacent areas.

10. *The impact of the proposed amendment upon property values in the adjacent area;*

The change in land use designation from commercial to residential would likely result in an increase in property values in the adjacent area by allowing for a local customer base for the surrounding commercial properties.

11. *The existence of other adequate sites in the City for the proposed land use classifications already permitting such use.*

The goal of the proposed amendment is to allow for uses that are in demand. The subject location is ideal for multifamily units.

D. Rezoning and Land Development Code Consistency Review

The application has been reviewed for consistency with the City's LDC. Approval of the rezoning to RPUD would allow for attached housing to be constructed at the site.

The applicant is requesting the following two (2) waivers from the City's Land Development Code:

1. **Section 2.07.00 Density.** A RPUD with multi-family land use designation is permitted to have up to 15 units per acre. The applicant is requesting 28 units, or 20.6 units per acre.

Request: A density bonus of approximately 5 units per acre is requested, for the 28 1,281 square foot 2-bedroom apartments. The infill project received a previous minor site plan approval for 13 townhome units and met all applicable code sections. However, the applicant desires to develop the property as an apartment flat style with one additional waiver to the northern transitional buffer (waiver request below). The applicant is providing 34% open space when the credit is given for the use of semi pervious brick pavers. The applicant is exceeding the landscape requirement and is providing a bioswale within the transitional buffers along the sides and a full landscape buffer with two rows of plantings along the rear. The site plan consists of 83% native, including native grasses, with the only non-native planting being alexander and Sylvester Palm trees. The applicant is providing for new housing opportunities in a site that is currently an undeveloped infill lot. Staff recommends supporting the granting of the density bonus for this site.

2. **Section 6.04.06. Land Use Transitions and Landscape Buffers.** The buffer width requirement for a two-story multi-family use adjacent to multi-family use is 30' along the rear side.

Request: The applicant is requesting a consistent 15' wide landscape buffer along the northern and eastern property lines, where the proposed multi-family use is abutting an existing multi-family community (Estates of Stuart), including a 6' high perimeter wall. The applicant is required to install 39 shade trees. The applicant is preserving, relocating or planting 49 shade trees, not including the Queen myrtle and palm trees as understory trees.

Staff recommended that that prior to City Commission approval, the applicant shall provide a signed architectural elevation and a revised site plan showing bike rack location, EV parking space locations, and a double dumpster accepted by the City's Public Works Department. The applicant has not provided a signed architectural elevation. One would be required prior to final building permit approval, however. The applicant has provided a revised site plan showing the bike rack locations, EV parking spaces and a double dumpster.

VII. LPA AND STAFF RECOMMENDATION (APPROVAL WITH CONDITIONS)

Staff has determined that the proposed rezoning to RPUD and the attached site and landscape plans are consistent with the goals, objectives and policies of the

Comprehensive Plan and the regulations in the Land Development Code. Staff offers no objection to the requests.

TOTAL SITE AREA:	59,342 SF	1.36 ACRES	100%
EXISTING ZONING:	MULTIFAMILY/OFFICE		
FUTURE LAND USE:	OFFICE-RESIDENTIAL		
PARCEL CONTROL NUMBER	93841021000000200000		
PROPOSED ZONING:	RPUD		
PROPOSED/EXISTING USE:	MULTIFAMILY/VACANT		

TOTAL OPEN SPACE			
PROVIDED	10,869 SF	0.25 ACRES	18%
PAVERS (CREDIT)	9,240 SF	0.21 ACRES	15%
TOTAL	20,109 SF	0.46 ACRES	33%

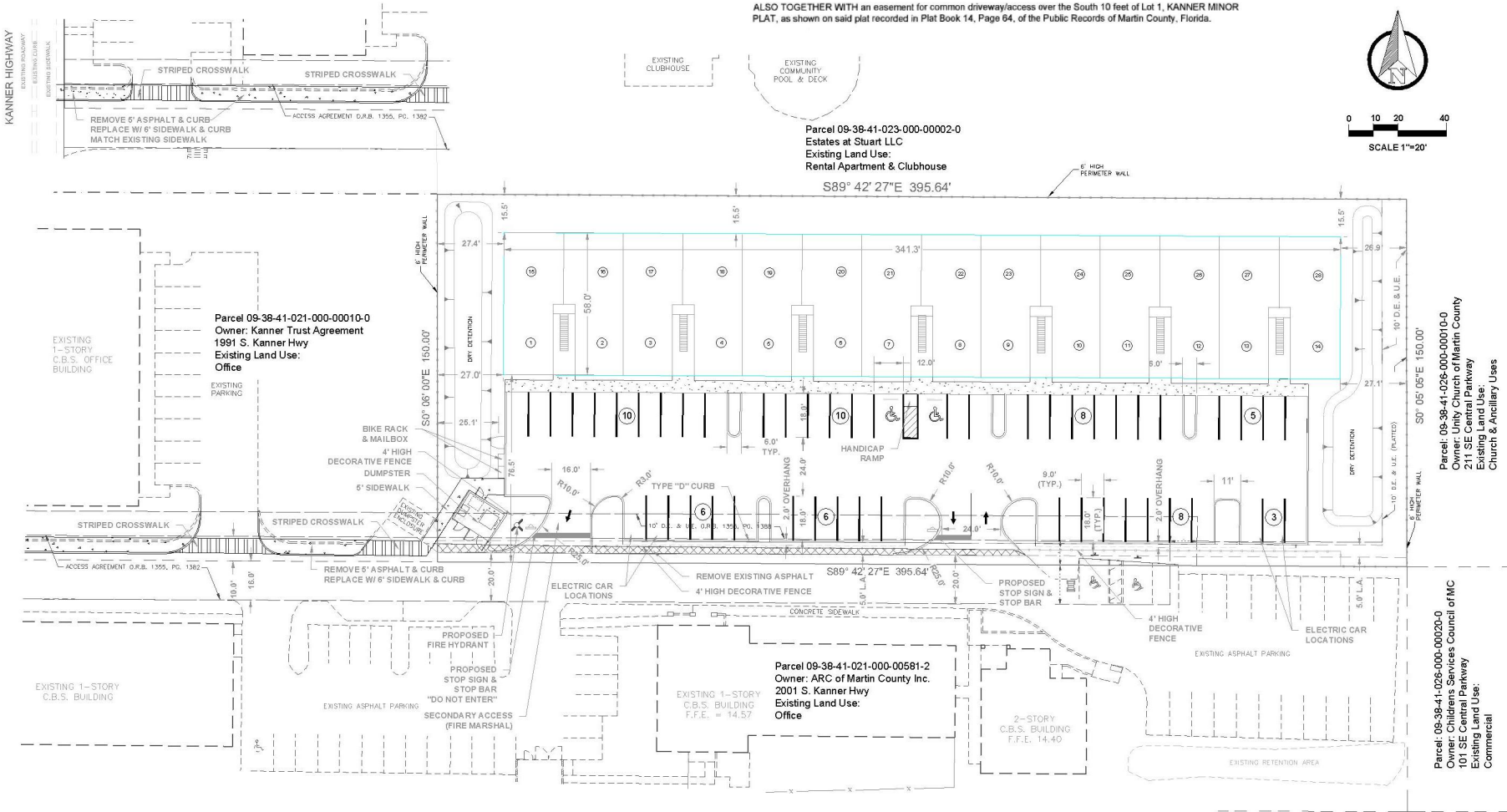
KANNER ROW HOMES, 2012

TOTAL DEVELOPED AREA			
BUILDING	19,978 SF	0.46 ACRES	34%
PAVERS (18,280 x 50%)	9,140 SF	0.21 ACRES	15%
CONCRETE/DUMPSTER	629 SF	0.01 ACRES	1%

TOTAL GROSS FLOOR AREA	19,978 SF	0.46 ACRES
TOTAL 28 UNITS	20.59 UNITS / ACRE	
UNIT SIZE	1,286 SQUARE FEET	
	0.607 F.A.R.	
BUILDING HEIGHT	MAX 2 STORIES (3 STORIES MAX)	

PARKING PROVIDED	
REGULAR :	54 SPACES
HANDICAP:	2 SPACES
TOTAL	56 SPACES

ALSO TOGETHER WITH an easement for common driveway/access over the South 10 feet of Lot 1, KANNER MINOR PLAT, as shown on said plat recorded in Plat Book 14, Page 64, of the Public Records of Martin County, Florida.



CREECH CONSULTING, INC.
SITE DEVELOPMENT - PLANNING - ENGINEERING
1235 SE INDIAN STREET - SUITE 102
STUART, FL 34997
772 485 2140

OPEN KEY APARTMENTS

CITY OF SIQUEIRAS

SITE PLAN

PROJECT NO.:	FILE:
SCALE: AS SHOWN	DRAWN BY: DGP
DATE: 11/25/2020	

SCALE: AS SH

ENGINEER

1

1

1

KEY

P PROTECT NATIVE OAKS, PINES, PALMS
T TRANSPLANT SLASH PINES

NOTES:

10 Pallets Floritan Sod
65 sf 4-5" Riverjack Rocks
(6) 1' Landscape Boulders

LANDSCAPE NOTES

- Encroachment into required bufferlands and landscaped areas by vehicles, boats, mobile homes or trailers shall not be permitted, and required landscaped areas shall not be used for the storage or sale of material or products or the parking of vehicles and equipment.
- Required landscaping shall be maintained so as to at all times present a healthy, neat and orderly appearance, free of refuse and debris. If vegetation which is required to be planted dies, it shall be replaced with equivalent vegetation. All trees for which credit was awarded and which subsequently die shall be replaced by the requisite number of living trees according to the standards established in the Martin County Landscape Code.
- All landscaping shall be maintained free from disease, pests, weeds and litter. Maintenance shall include weeding, watering, fertilizing, pruning, mowing, edging, mulching or other maintenance as needed and in accordance with acceptable horticultural practices. Perpetual maintenance shall be provided to prohibit the reestablishment of harmful exotic species within landscaping and preservation areas.
- Regular landscape maintenance shall be provided for repair or replacement, where where necessary, or any screening or buffering required as shown on this plan. Regular landscape maintenance shall be provided for the repair or replacement of required walls, fences or structures to a structurally sound condition as shown on this plan.
- The property owner is responsible for replace any required landscaping in easement areas that may be disturbed by future maintenance.
- All prohibited species shall be removed from the entire site prior to the issuance of a certificate of occupancy.
- Mulch material to a minimum compacted depth of 3" will be provided for all planting areas when used to supplement ground cover.
- The use of Cypress mulch is prohibited in all landscaped areas.
- Irrigation system is county water and irrigation plans will be provided when construction documents are submitted.

9/13/2021 CCM

CALCULATIONS FOR TREE REQUIREMENTS BASED ON LOT SIZE
59,342 - 19,978 = 39,364 / 1,500 SF = 26.24 or 26 TREES REQUIRED (50% NATIVE = 13 NATIVE SHADE TREES)
PROVIDED: 115 TOTAL TREES & PALMS, CREDIT FOR 96 TREES AND PALMS (2 PALMS = 1 TREE)
86% Native Trees & Palms
TREE REQUIREMENTS PER TREE MITIGATION PLAN
Need to Plant 96 Trees for Mitigation Purposes.
Credit for 96 Trees & Palms (86% Native)

PLANT SCHEDULE					PLANT SCHEDULE				
Symbol	Qty	Common	Botanical	Size	Symbol	Qty	Common	Botanical	Size
	7	Alexander Palm	Delonix indica	1 gal		1	Live Oak	Quercus virginiana	12" Existing
	4	Alexander Palm	Alcantara impenalis	30" x 30"		1	Live Oak	Quercus virginiana	5" Existing
	8	Bald Cypress	Taxodium distichum	65g, 12-14" Ht., 6" Spd., 4" Cal.		345	Mahoe Grass	Muhlenbergia capillaris	1g, 12" Ht., 6" Spd.
	36	Blue Portweed	Stachytarpheta jamaicensis	20" Ht., 20" Spd.		9	Orange Bird Of Paradise	Streptocarpus reginae	7g, 36" Ht., 30" Spd.
	11	Cabbage Palm	Sabal Palm	12-18" Ht., Staggered		2	Paradise Tree	Simarouba glauca	14-19" Ht., 6" Spd., 4-4.5" Cal.
	7	Cabbage Palm	Sabal Palm	Existing 20"		4	Queen Creeper Myrtle	Lagerstroemia speciosa	45g, 14-16" Ht., 5-6" Spd., 4" Cal.
	56	Canoe Dwarf	Carissa monacarpa 'Emerald Blazer'	3g, 8" Ht., 20" Spd.		9	Red Maple	Acer rubrum	45g, 14-16" Ht., 6" Spd., 4-4.5" Cal.
	160	Coccoloba	Chrysidobolus kato	36" Ht., 24" Spd.		1	Sand Pine	Pinus clausa	Existing 7"
	228	Coccoloba	Chrysidobolus kato	3g, 24" Ht., 12" Spd.		45	Silver Saw Palmetto	Serenoa repens	#3
	25	Coppertail Louisiana Red	Azalea speciosa	3g, 20" Ht., 20" Spd.		10	Transplant Pinus elliotii	Pinus elliotii	10" Transplant
	9	Dahoon Holly Standard	Ilex cassine	16" Ht., 5-6" Spd., 4-5" Cal.		2	Slush Pine	Pinus elliotii	11" Transplant
	20	Dune Sunflower	Helianthus debilis	#1		1	Slush Pine	Pinus elliotii	12" Existing
	85	Dwarf Ficus tree	Ficus religiosa	1g, 18" Ht., 18" Spd.		21	Slush Pine	Pinus elliotii	12" Ht., 3" Spd., 2-3" Cal.
	149	Dwarf Ficus tree	Ficus religiosa	1g, 24" Ht., 20" Spd.		1	Slush Pine	Pinus elliotii	10" Transplant
	67	Dwarf Pink Irons	Desf. Ficus tree	3g, 20" Ht., 20" Spd.		1	Slush Pine	Pinus elliotii	17" Transplant
	6	East Palatka Holly FTB	Ilex attenuata 'East Palatka'	45g, 12" Ht., 3-4" Spd., 3" Cal.		1	Slush Pine	Pinus elliotii	6" Existing
	189	Ficus tree	Ficus religiosa	1g, 12" Ht., 6" Spd.		291	Switchgrass	Panicum virgatum	12" Ht., 12" Spd.
	60	Firebush	Hamelia patens	3g, 20" Ht., 20" Spd.		2	Sylvester Palm	Phoenix sylvesteris	14" c.t., 8" S & S, Pineapple Cut
	6	Golden Canna	Canna laccata	1g, 18" Ht., 18" Spd.		136	Tineite	Schottia arborea 'Variegata'	7g, 36" Ht., 24" Spd.
	6	Gumbo Limbo	Bursera simaruba	100g, 16-18" Ht., 8" Spd., 4-5" Cal.		77	Variegated Liriodendron	Liriodendron muscicola 'Variegata'	1g
	251	Ilex Schillingii	Ilex vomitoria 'Schilling Dwarf'	3g, 18" Ht., 18" Spd.		327	Wax Myrtle	Myrica carolinensis	3g, 24" Ht., 20" Spd.

TREE SCHEDULE					
Native	Qty	Credits Given	Common	Botanical	Size
NO	14	7	Alexander Palms Triple	Ptychosperma elegans	14' c.t.
YES	8	8	Bald Cypress	Taxodium distichum	14-16' Ht., 6" Spd., 4.5" Cal.
YES	11	2.5	Cabbage Palm	Sabal Palm	12-18" OA, Staggered
YES	7	3.5	Cabbage Palm	Sabal Palm	Existing Protected
YES	9	9	Dahoon Holly	Ilex Cassine	12' Ht., 4" Spd., 2.5" Cal.
YES	8	8	East Palatka Holly	Ilex Attenuata	12' Ht., 4-5" Spd., FTB
YES	6	6	Gumbo Limbo	Bursera Simaruba	100g., 16-18" Ht., 8" Spd., 4.5" Cal.
YES	2	2	Live Oak	Quercus Virginiana	Existing 5" & 13" (Protected)
YES	2	2	Paradise Tree	Simarouba Glauca	14-16" Ht., 6" Spd., 4.5" Cal.
YES	4	4	Queen Myrtle	Lagerstroemia Speciosa	14-16" Ht., 5-6" Spd., 4.5" Cal.
YES	9	9	Red Maple	Acer Rubrum	14-16" Ht., 5-6" Spd., 4.5" Cal
YES	1	1	Sand Pine	Pinus Clausa	Existing 7" Protected
YES	21	21	Slash Pine	Pinus Elliotti	8-10' Ht.
YES	2	2	Slash Pine	Pinus Elliotti	Existing, 6" & 12"
YES	9	9	Slash Pine	Pinus Elliotti	Existing 10"-17", Transplant
NO	2	2	Sylvester Palm	Phoenix Sylvestris	14' c.t., B & B, Pineapple Cut
Total	115	96			
Native	99	86%			
Not Native	16	14%			
Total	115	100%			

SITE DATA			IMPERVIOUS AREA		
TOTAL SITE AREA:	59,342 SF	1.36 ACRES	TOTAL DEVELOPED AREA	19,978 SF	0.46 ACRES
EXISTING ZONING:	MULTIFAMILY/OFFICE	100%	PAVERS (18,280 x 50%)	9,140 SF	0.21 ACRES
FUTURE LAND USE:	OFFICE-RESIDENTIAL		CONCRETE/DUMPSTER	629 SF	0.01 ACRES
PARCEL CONTROL NUMBER	9384102100000200000				
PROPOSED ZONING:	RPLD				
PROPOSED/EXISTING USE:	MULTIFAMILY/VACANT				
OPEN SPACE			DRY DETENTION	4,340 SF	0.10 ACRES
TOTAL OPEN SPACE	10,869 SF	0.25 ACRES	BUILDING DATA		
PAVERS (CREDIT)	9,240 SF	0.21 ACRES	TOTAL GROSS FLOOR AREA	19,978 SF	0.46 ACRES
TOTAL	20,109 SF	0.46 ACRES	TOTAL 28 UNITS	20.59 UNITS / ACRE	
			UNIT SIZE	1,286 SQUARE FEET	
SETBACKS	FRONT : 25 FEET	SIDE : 15 FEET	BUILDING HEIGHT	0.607 F.A.R.	
		REAR : 20' REAR		MAX 2 STORIES (3 STORIES MAX)	
PREVIOUS APPROVAL					
KANNER ROW HOMES, 2012					

Key / Location:



HIDDEN KEY APARTMENTS

LANDSCAPE PLAN

Parcel 09-38-41-021-000-00010-0
Unity Church of Martin County
211 SE Central Parkway
Existing Land Use: Church and Ancillary Use

1650 SW Prosperity Way
Palm City, FL 34980
772-260-0305
EileenGDesigns.com

EILEEN G DESIGNS

LANDSCAPE DESIGN

N
Sheet
1 of 3

SEAL
Date: 10/24/2021



HIDDEN KEY APARTMENTS

Martin County, Florida

TREE REMOVAL/MITIGATION PLAN

Date	By	Description
10/12/20	EG	Initial Submission
12/2/20	EG	Revisions

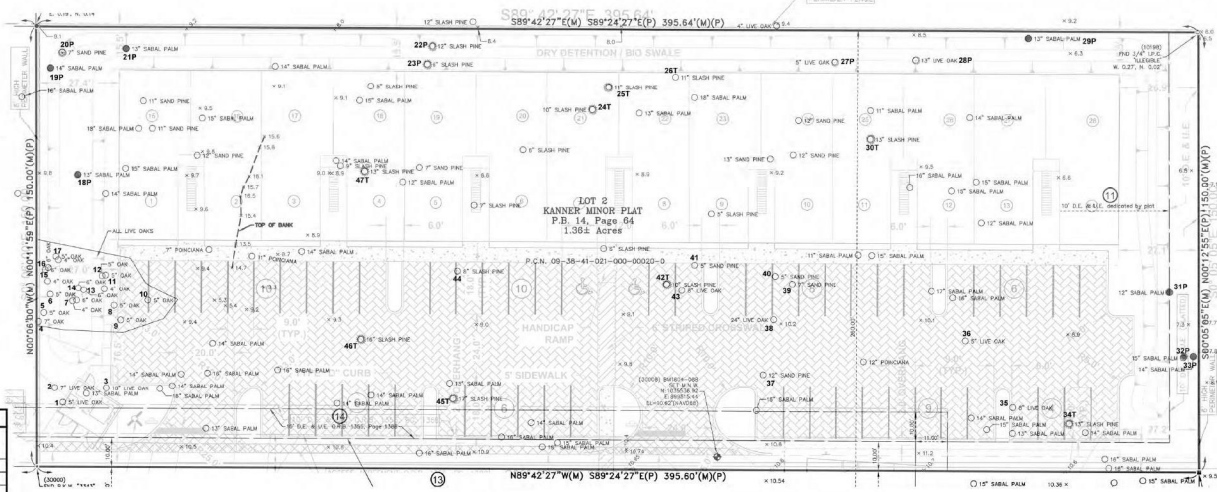
N
Sheet
2 of 3

JUSTIFICATION STATEMENT FOR REMOVAL OF PROTECTED TREES

PER 4.656 CA C - Trees removed in the storm water management areas due to essential grade changes needed to implement safety standards common to standard engineering or architectural practices, and reference to a text where such standards are found shall be required.

PER 4.656 CA D - Trees removed due to location of driveways, buildings or other permanent improvements where there is no other alternative or to provide access.

KEY
P = Protected Tree
T = Transplanted Tree

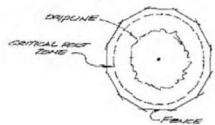


EXISTING TREE REMOVAL LIST				
TREE #	DBH REMOVED	SPECIES	ACTION	REPLACEMENT CREDITS REQUIRED
1	5"	Live Oak	Remove	12.5
2	7"	Live Oak	Remove	17.5
3	10"	Live Oak	Remove	25
4	7"	Live Oak	Remove	17.5
5	5"	Live Oak	Remove	12.5
6	5"	Live Oak	Remove	12.5
7	6"	Live Oak	Remove	15
8	5"	Live Oak	Remove	12.5
9	5"	Live Oak	Remove	12.5
10	5"	Live Oak	Remove	12.5
11	5"	Live Oak	Remove	12.5
12	5"	Live Oak	Remove	12.5
13	6"	Live Oak	Remove	15
14	6"	Live Oak	Remove	15
15	6"	Live Oak	Remove	15
16	6"	Live Oak	Remove	15
17	5"	Live Oak	Remove	12.5
18	20'	Sabel Palm	Protect	0
19	20'	Sabel Palm	Protect	0
20	7"	Sand Pine	Protect	-3
21	20'	Sabel Palm	Protect	0
22	12"	Slash Pine	Protect	-7.5
23	6"	Slash Pine	Protect	0
24	10"	Slash Pine	Transplant	-5.5
25	11"	Slash Pine	Transplant	-6.5
26	11"	Slash Pine	Transplant	-6.5
27	5"	Live Oak	Protect	-12.5
28	13"	Live Oak	Protect	-8.5
29	20'	Sabel Palm	Protect	0
30	13"	Slash Pine	Transplant	-8.5
31	20'	Sabel Palm	Protect	0
32	20'	Sabel Palm	Protect	0
33	20'	Sabel Palm	Protect	0
34	13"	Slash Pine	Transplant	-8.5
35	8"	Live Oak	Remove	20
36	5"	Live Oak	Remove	12.5
37	12"	Sand Pine	Remove	30
38	24"	Live Oak	Remove	60
39	7"	Sand Pine	Remove	17.5
40	5"	Sand Pine	Remove	12.5
41	5"	Sand Pine	Remove	12.5
42	10"	Slash Pine	Transplant	-3.5
43	8"	Live Oak	Remove	20
44	8"	Slash Pine	Remove	12
45	17"	Slash Pine	Transplant	-12.5
46	16"	Slash Pine	Transplant	-11.5
47	13"	Slash Pine	Transplant	-8
26 Native Trees Removed, 7 Sabel Palms Protected 9 Slash Pines 10" or Greater Transplanted, 5 Native Trees 4.5" or Greater Protected.				394.5
Oak/Sand Pine Mitigation: 173 x 2.5 = 432.5 Inches / 4.5" = 96 Trees				
Slash Pine Mitigation: 8 x 1.5 = 12 Inches / 2.5" = 5 Trees				



During periods of development and construction, the areas within the drip-line of preserved trees shall be maintained at their original grade with pervious landscape material. Within these areas, there shall be no trenching or cutting of roots, no fill, compaction or removal of soil, and, no use of concrete, paint, chemicals or other foreign substances.

Barricades must be constructed around the critical protection zone of each tree or cluster of trees. These barricades must be constructed of a minimum of one-fourth-inch diameter rope which is yellow or orange in color and made of nylon or poly. The rope is to be attached to a minimum of two wooden poles, iron rebar, two inches or greater PVC pipe or other material with prior approval of the Growth Management Department. The rope must be a minimum of four feet off the ground and may not be attached to any vegetation. All barricades must be maintained intact for the duration of construction. The location of proposed development activities that are within 15 feet of the critical protection zone of a protected tree must be located using brightly colored flagging to indicate corners.

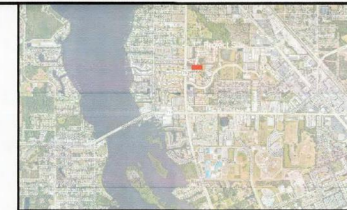


TREE SCHEDULE					
Native	Qty	Credits Given	Common	Botanical	Size
NO	14	7	Alexander Palms Triple	Ptychosperma elegans	14' c.t.
YES	8	8	Bald Cypress	Taxodium distichum	14-16' Ht., 6' Spd., 4.5" Cal.
YES	11	2.5	Cabbage Palm	Sabel Palm	12-18' OA, Staggered
YES	7	3.5	Cabbage Palm	Sabel Palm	Existing Protected
YES	9	9	Dahoon Holly	Ilex Cassine	12' Ht., 4' Spd., 2.5" Cal.
YES	8	8	East Palatka Holly	Ilex Attenuata	12' Ht., 4-5' Spd., FTB
YES	6	6	Gumbo Limbo	Bursera Simaruba	100g., 16-18' Ht., 8' Spd., 4.5" Cal.
YES	2	2	Live Oak	Quercus Virginiana	Existing 5" & 13" (Protected)
YES	2	2	Paradise Tree	Simarouba Glauca	14-16' Ht., 6' Spd., 4.5" Cal.
YES	4	4	Queen Myrtle	Lagerstroemia Speciosa	14-16' Ht., 5-6' Spd., 4.5" Cal.
YES	9	9	Red Maple	Acer Rubrum	14-16' Ht., 5-6' Spd., 4.5" Cal.
YES	1	1	Sand Pine	Pinus Clausa	Existing 7" Protected
YES	21	21	Slash Pine	Pinus Elliotti	8-10' Ht.
YES	2	2	Slash Pine	Pinus Elliotti	Existing, 6" & 12"
YES	9	9	Slash Pine	Pinus Elliotti	Existing 10"-17", Transplant
NO	2	2	Sylvester Palm	Phoenix Sylvestris	14' c.t., B & B, Pineapple Cut
Total	115	96	CALCULATIONS FOR TREE REQUIREMENTS BASED ON LOT SIZE 59,342 - 15,978 = 39,364 / 1,500 SF = 26.24 or 26 TREES REQUIRED (50% NATIVE = 13 NATIVE SHADE TREES)		
Native	99	86%	PROVIDED: 115 TOTAL TREES & PALMS, CREDIT FOR 96 TREES AND PALMS (2 PALMS = 1 TREE)		
Not Native	16	14%	86% Native Trees & Palms		
Total	115	100%			

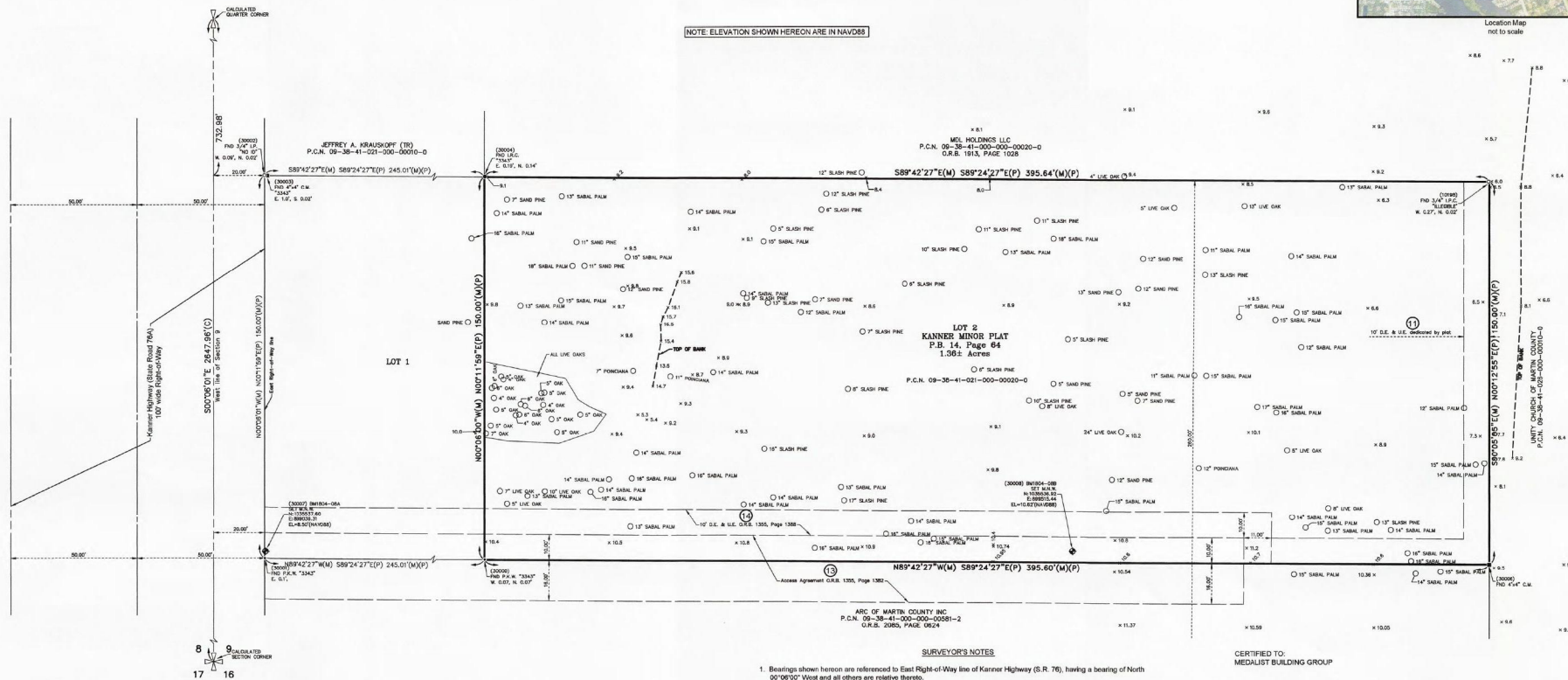
TREE MITIGATION DATA:						
TOTAL INCHES FOR SPECIMAN TREES 4.5" AND ABOVE	MITIGATION FORMULA	TOTAL # INCHES TO BE REPLACED	/ MINIMUM SIZE TO REPLACE 4.5"	TOTAL # TREES TO PLANT	X 50% MITIGATION FOR TREE FUND	X 175% OF PLANTFINDER WHOLESALE
173	2.5	432.5	4.5	96		
TREE MITIGATION REQUIREMENTS MET ON LANDSCAPE PLAN						
TOTAL INCHES FOR SLASH PINES	MITIGATION FORMULA	TOTAL # INCHES TO BE REPLACED	/ MINIMUM SIZE TO REPLACE 2.5"	TOTAL # TREES TO PLANT	X 50% MITIGATION FOR TREE FUND	X 175% OF PLANTFINDER WHOLESALE
8	1.5	12	2.5	5		

SEAL
Page 120 of 120

Boundary Survey for: Medalist Building Group
Section 9, Township 38 South, Range 41 East,
City of Stuart, Martin County, Florida



(NOTE: ELEVATION SHOWN HEREON ARE IN NAVD83)



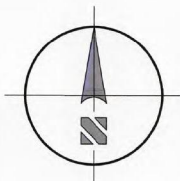
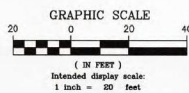
LEGAL DESCRIPTION

Lot 2, KANNER MINOR PLAT, according to the plat thereof, as recorded in Plat Book 14, Page 54, of the Public Records of Martin County, Florida.

TOGETHER WITH an easement for common driveway/access over the North 16 feet of the South 110 feet of the West 554 feet of the North three-quarters of the West one-half of the Northwest one-quarter of the Southwest one-quarter of Section 9, Township 38 South, Range 41 East, less the right of way for State Road 76, as described in Official Records Book 1355, Page 1382, of the Public Records of Martin County, Florida.

ALSO TOGETHER WITH an easement for common driveway/access over the South 10 feet of Lot 1, KANNER MINOR PLAT, as shown on said plat recorded in Plat Book 14, Page 64, of the Public Records of Martin County, Florida.

LEGEND	
P.C.N.	= PARCEL CONTROL NUMBER
O.R.B.	= OFFICIAL RECORDED BOOK
I.R.	= IRON ROD
I.R.C.	= IRON ROD AND CAP
I.F.C.	= IRON PIPE AND CAP
C.M.	= CONCRETE MONUMENT
M.W.	= MAG. NAIL AND WASHNER
X10.0	= SPOT ELEVATION
(M)	= MEASURED
(P)	= PLAT
(C)	= CALCULATED
(T)	= TREE TYPE AND SIZE
(E)	= TITLE EXCEPTION



SURVEYOR'S NOTES

- Bearings shown hereon are referenced to East Right-of-Way line of Kanner Highway (S.R. 76), having a bearing of North 00°00'00" West and all others are relative thereto.
- All visible above ground improvements have been located.
- There has been no attempt to locate any underground utilities or improvements.
- This property is located in Flood Zone "OTHER AREAS", "ZONE X" & "ZONE D" according to Flood Insurance Rate Map Community Panel No. 12050C01420, dated March 15, 2015.
- Additions and/or deletions to this survey by other than the signing party (or parties) is prohibited without the written consent of the signing party (or parties).
- Coordinates shown hereon are referenced to the State Plane Coordinate System, Florida East Zone, North American Datum 1983, adjustment of 2011 and are further referenced to the TRIMBLE VRSNOW Real-Time Network as verified by repeated ties to various NGS Horizontal Control Points located in the vicinity of the project.
- All elevations shown hereon are in feet and referenced to the North American Vertical Datum 1988, and based on a Martin County Benchmark designated "M.C. BENCHMARK 75-028", having an elevation of 8.51 feet.
- I have reviewed the Old Republic National Title Insurance Company, issued by Old Republic National Title Insurance Company, commitment for title insurance, Agent's File Number 8-18113, effective date of October 27, 2017 @ 12:00 a.m., with regards to Schedule B, Section 8 Exceptions that are matters of survey and have the following comments:
Exception 11 - Restrictions, reservations, covenants, assessments and conditions as per plat as recorded in Plat Book 14, Page 64, Public records of Martin County, Florida. Affects subject property as shown on survey.
Exception 12 - Sewer Lift Station Agreement as recorded in Official Records Book 1913, Page 1050, of the Public Records of Martin County, Florida.
Exception 13 - Access Agreement as recorded in Official Records Book 1355, Page 1382, of the Public records of Martin County, Florida. Affects subject property as shown on survey.
Exception 14 - Easement as recorded in Official Records Book 1355, Page 1388, of the Public Records of Martin County, Florida. Affects subject property as shown on survey.

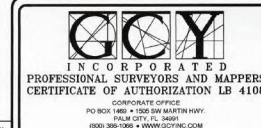
CERTIFIED TO:
MEDALIST BUILDING GROUP

Certification

(Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper)

I hereby certify that the Survey of the property shown and described hereon was completed under my direction and said Survey is true and correct to the best of my knowledge and belief.
I further certify that this Survey meets the Standards of Practice for Surveyors set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. No search of the Public Records has been made by this office. The Survey is based on information furnished by client or client's representative.

6/26/2018
Date of Survey



BOUNDARY SURVEY FOR:	
Medalist Building Group	
MARTIN COUNTY	FLORIDA
Scale: 1"=20'	Date: June 2018
Drawn By: M.F.M.	Checked By: P.A.
File & Drawing No: 17-1001-06	Sheet 1 of 1

Medalist Kanner Highway

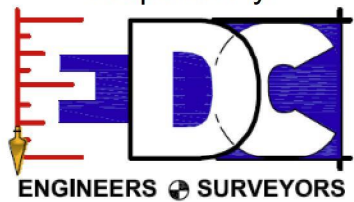
Parcel ID number: 09-38-41-021-000-00020-0

Environmental Assessment

Prepared For:

Medalist Building Group

Prepared By:



10250 SW Village Parkway, Suite 201,
Port St Lucie, FL 34987
772-223-5200

©EDC, Inc.
November 2017

The following environmental assessment report has been prepared in accordance with the City of Stuart Development Review Division and provisions of the state of Florida. The property is located within Section 9, Township 38 South, and Range 41 East unincorporated Martin County Florida. The parcel is listed by the Martin County Property Appraiser as Parcel ID number: 09-38-41-021-000-00020-0 and totals approximately 1.3623 acres. The parcel is located along the east side of S Kanner Highway, north of SE Central Parkway and south of SE Hancock Street, Stuart, Florida. The following report details the findings of our on-site investigation as it pertains to the City of Stuart and the State of Florida.

VEGETATION:

The composition of the vegetation is a mixture of native, exotic and nuisance species. Species observed during the site reconnaissance included the following:

Muscadine Grape (*Vitis rotundifolia*)
Cabbage palm (*Sabal palmetto*)
Laurel Oak (*Quercus laurifolia*)
Slash Pine (*Pinus elliotii*)

Brazilian pepper (*Schinus terbinthifolius*)
Ear Leaf Acacia (*Acacia auriculiformis*)
Napier Grass (*Pennisetum purpureum*)
Umbrella Tree (*Schefflera actinophylla*)

WILDLIFE EVALUATION:

On November 16th, 2017, EDC, Inc. Environmental Division conducted pedestrian transects across the property to investigate for the presence of listed flora and fauna, including gopher tortoise burrows. During the pedestrian transects of the property, no gopher tortoise burrows or other listed plant or animal species were observed.

SOIL COMPOSITION:

Based on a review of the United State Department of Agriculture's Web Soil Survey online database, the soil types identified on this parcel are not associated with hydric soil characteristics. The soils are described below:

Arents, 0 to 2 percent slopes - Arents are nearly level and ranges from somewhat poorly drained to moderately well drained. The soil consists of fill material that were excavated and spread over the surface of wet mineral soils. The mixed fill layer is typically 20 to 50 inches thick. The water table is below a depth of 30 inches for most of the year. Organic matter and thus the agricultural potential for this soil is low.

Jonathan Sand, 0 to 5 percent slopes - This soil is a nearly level to gently sloping, moderately drained soil in elevated ridges in the flatwoods. It is often located within the eastern portion of Martin County. The water table is typically at a depth of 40 to 60 inches for 1 to 4 months during wet seasons, and below a depth of 60 inches for most of the rest of the year. The surface layer is typically dark gray sand about 5 inches thick. Natural vegetation includes slash pine, saw palmetto, scrub oak, gallberry, fetterbush, running oak, gopher apple, grass leaf, gold astor, cacti and scattered sprigs of pineland threeawn and other grasses. This soil is not suitable for cultivated crops due to the doughiness and sandy texture. The soil is suitable to citrus and low for the commercial production of pine trees.

WETLAND DELINEATION:

Based on the State definition of a wetland, there are three components: hydric soils, wetland plants, and hydrologic indicators. These factors listed were not observed during field reconnaissance. In our professional opinion, this property does not include State and Federal jurisdictional wetland areas on the site.

NATIVE HABITAT

The review conducted by EDC, Inc. found native species on site in this upland habitat, however the dense exotic content (**Brazilian Pepper**) on site leads to the conclusion there is not native habitat on site as defined by the Florida Natural Areas Inventory (FNAI) and Department of Transportation (DOT) Florida Land Uses Cover Classification System (FLUCCS). It is the professional opinion of EDC, Inc. Consultants Inc. that native upland habitat does not exist on the property. The property contains native and dense exotic plant species (**Brazilian Pepper -FLUCCS 422**) and does not fit into the native upland habitat, which requires preservation.

CITY REQUIREMENTS

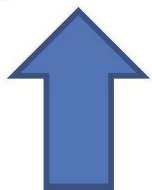
This property does not contain native upland habitat and is not subject to City of Stuart Chapter 5 preservation and avoidance requirements.

LAND USE RECORDS

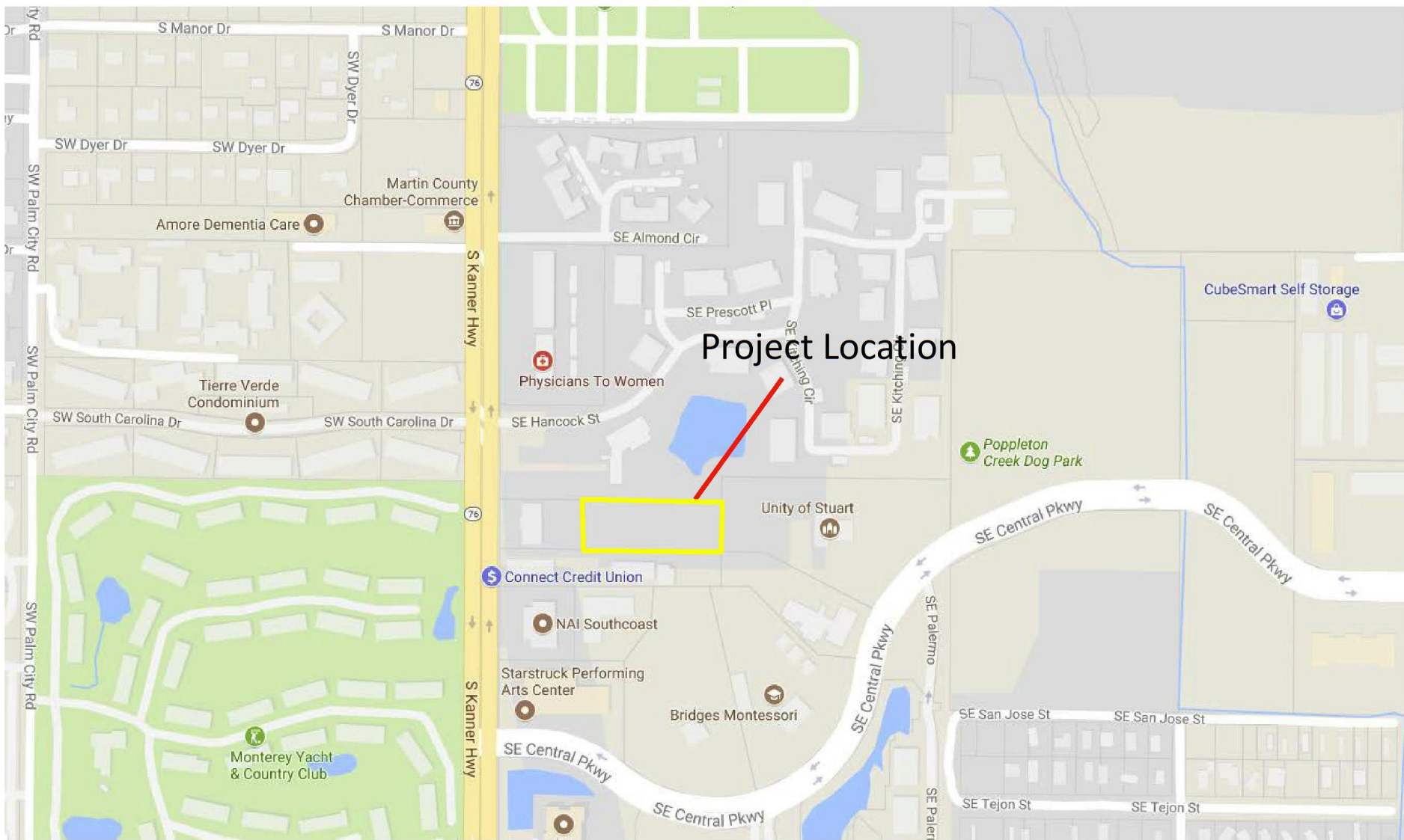
According to the Martin County Property Appraiser's Report, the subject property has a land use code of 1000, vacant commercial.

SUMMARY:

Based on City requirements, EDC, Inc. conducted a pedestrian survey throughout the property to investigate for the presence of any listed plant or animal species. No State or Federal listed species were observed on the property. Native habitat associations were not determined to exist on the property due to the dense amounts of exotic vegetation present (**Brazilian Pepper- 422**). It is the professional opinion of EDC, Inc. that there are State and Federal jurisdictional wetlands not present on the site.



North



LOCATION MAP

Section: 9, Township 38 , Range 41

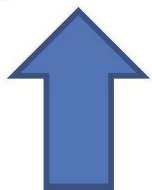
Location:

Date: 11/15/2017

Project: Medalist Kanner Highway

City: Stuart County: Martin County

Source: Google Maps



North



AERIAL MAP

Section: 9, Township 38 , Range 41

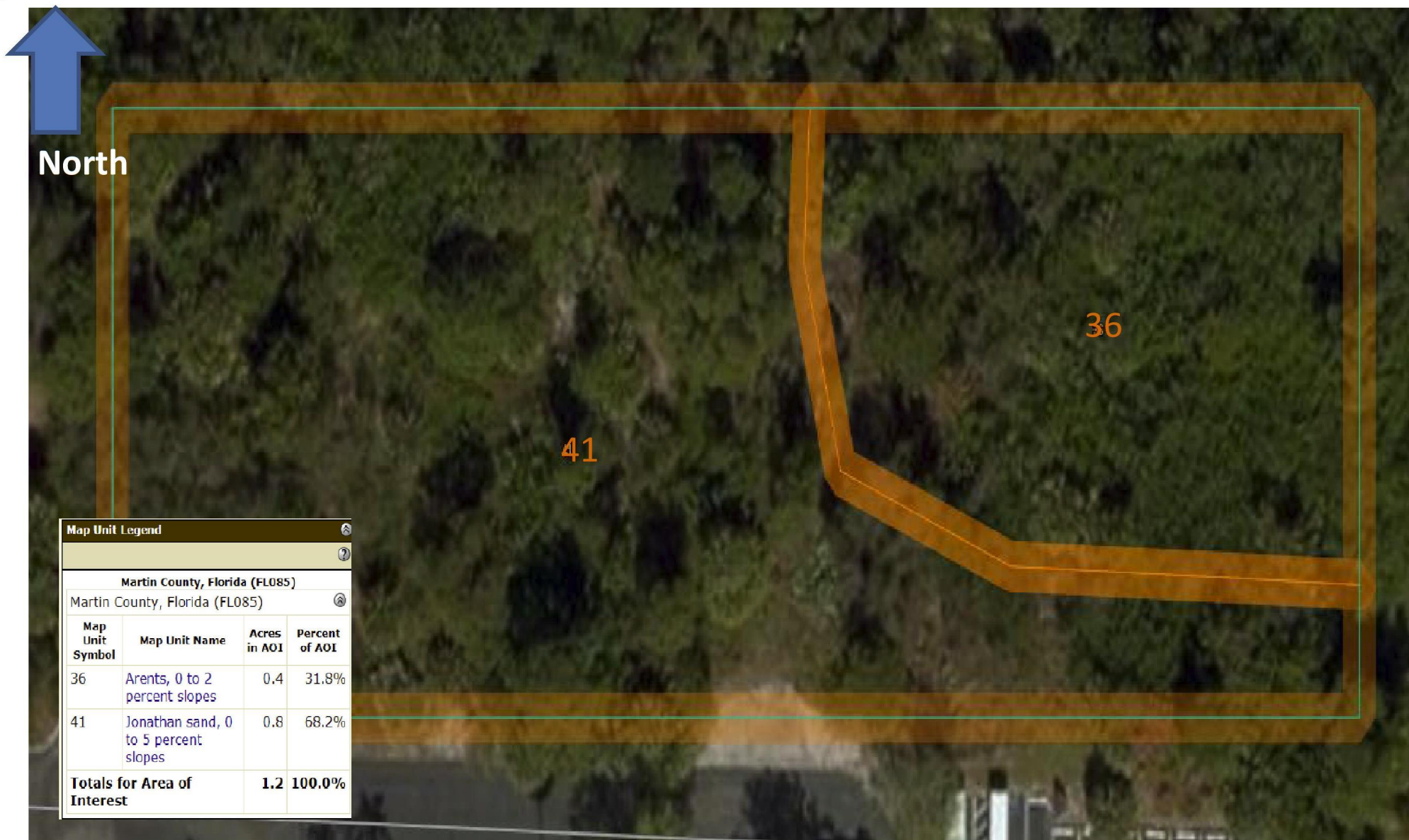
Location:

Date: 11/15/2017

Project: Medalist Kanner Highway

City: Stuart County: Martin County

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SOILS MAP

Section: 9, Township 38 , Range 41

Location:

Date: 11/15/2017

Project: Medalist Kanner Highway

City: Stuart County: Martin County

Page 184 of 204



O'ROURKE
ENGINEERING & PLANNING

October 12, 2020

Mr. Richard T. Creech
Creech Consulting, Inc.
PO Box 327
Stuart, FL 34995

Re: Hidden Key

Dear Mr. Creech:

O'Rourke Engineering & Planning has completed the traffic analysis for the proposed residential development consisting of 28 multifamily residential dwelling units. The steps in the analysis and the ensuing results are presented herein.

For projects with less than 20 peak hour trips, only a limited traffic statement is required.

INTRODUCTION

O'Rourke Engineering & Planning was retained to prepare a traffic analysis for the proposed residential development located east of Kanner Highway (SR-76) along a shared access road south of SE Hancock Place. **Attachment A** includes the project site plan. The purpose of this analysis is to determine the impact of the development on the roadway.

PROJECT DESCRIPTION

Hidden Key is located on the east side of Kanner Highway (SR-76) south of SE Hancock Street in Martin County. The development consists of 28 multifamily dwelling units. The project will take access off a shared roadway/access driveway with a right-in/right-out on Kanner Highway. The project is expected to be built out by 2022.

Trip Generation — Multifamily Residential (Low-Rise) rates from the ITE Trip Generation 10th Edition were applied to the 28 multifamily residential units.

The trip generation of the site is summarized in **Attachment B**.

As shown, the project will generate 14 AM peak hour trips with 3 in and 11 out and 19 PM peak hour trips with 12 in and 7 out.

PROJECT DISTRIBUTION/ ASSIGNMENT/ IMPACT

The project traffic was assigned as 100% northbound on Kanner Highway based on the right-in/right-out access at Kanner Highway with an ultimate distribution of 55% north and 45% south.

To determine the project impact in 2022, the existing counts, capacity and growth rates were taken from the Martin County 2019 Roadway Level of Service Report. The table summary is included as **Attachment C**. As shown, Kanner Highway will operate at an acceptable LOS at buildout.

The applicable pages from the Martin County 2019 Roadway Level of Service Report are included in Attachment C.

DRIVEWAY VOLUMES

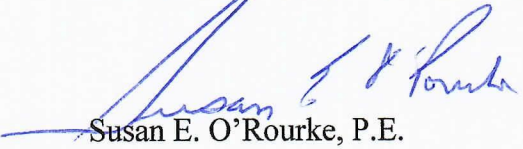
The project will have immediate access to a shared roadway/drive immediately south of the project. That roadway has a right-in/right-out access onto Kanner Highway (SR-76). The driveway volumes are included in **Attachment D**. The driveway will accommodate the minor increase in traffic.

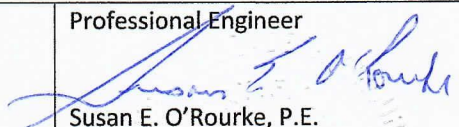
CONCURRENCY REVIEW/ CONCLUSION

The Hidden Keys development will have a traffic impact of 14 AM peak hour trips with 3 in and 11 out and 19 PM peak hour trips with 12 in and 7 out. These trips will not cause levels of service to fall below acceptable levels in the future. Given the traffic is less than 20 peak hour trips, the project does not require additional analysis and is deemed to be consistent with city transportation concurrency requirements.

It has been a pleasure working with you.

Respectfully submitted,
O'ROURKE ENGINEERING & PLANNING


Susan E. O'Rourke, P.E.
President

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 22 SE Seminole Street Stuart, Florida 34994 772-781-7918	Professional Engineer  Susan E. O'Rourke, P.E. Date signed and sealed: 10/12/2020 License #: 42684
---	--

ATTACHMENT A

Site Plan

This detailed site plan illustrates the proposed 2-story C.B.S. building, which is 14.40 feet wide and 27.2 feet deep. The building is oriented with its long side facing north. The plan includes numerous annotations for construction details, such as 'REMOVE EXISTING ASPHALT', 'CONCRETE SIDEWALK', 'PERIMETER FENCE', and 'WHEEL STOPS'. It also shows existing infrastructure, including a 1-story C.B.S. building (14.57 feet wide) and a 2-story C.B.S. building (14.40 feet wide) to the south, and an existing retention area to the east. The plan is divided into sections by a central corridor and includes a north arrow and a scale bar.



CREECH
CONSULTING, INC.



LAT 27°10'50.92"N
LON 80°15'6.20"W
MARTIN COUNTY, FLORIDA

**SITE DEVELOPMENT PLANS
HIDDEN KEY
LOT 2, KANNER MINOR PLAT, STUART
SITE PLAN**

PROJ. NO.: 2001
DRAWN BY: RC
DATE: 00/00/00
SHEET:
S1.1

ATTACHMENT B

Trip Generation

Table 1 - Trip Generation

Table 1a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
Multifamily Housing (Low-Rise)	220	28	DU	$T = 7.56(X) - 40.86$	50%	50%	86	85	171

Source: ITE 10th Edition Trip Generation Rates

Table 1b: AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
Multifamily Housing (Low-Rise)	220	28	DU	$\ln(T) = 0.95\ln(X) - 0.51$	23%	77%	3	11	14

Source: ITE 10th Edition Trip Generation Rates

Table 1c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
Multifamily Housing (Low-Rise)	220	28	DU	$\ln(T) = 0.89\ln(X) - 0.02$	63%	37%	12	7	19

Source: ITE 10th Edition Trip Generation Rates

ATTACHMENT C

Link Analysis

Table 2a: Link Analysis - AM Peak Hour

Segment	From	To	Is Project Traffic 1% or More of Capacity?	2019 AADT	2019 Volume Peak Hour Peak Direction	Growth Rate	2022 Volume Peak Hour Peak Direction	LOS D Directional Peak Hour	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity	Total Traffic (Peak Direction)	Does Project Meet Concurrency?
Kanner Highway (SR-76)	SR-714	Project Entrance	no	25,158	1006	1.005	1021	3020	3	100%	0.10%	1024	Yes
	Project Entrance	SR-5	no	25,158	1006	1.005	1021	3020	11	100%	0.36%	1032	Yes

In: 3
 Out: 11
 Years Grown: 3

Table 2b: Link Analysis - PM Peak Hour

Segment	From	To	Is Project Traffic 1% or More of Capacity?	2019 AADT	2019 Volume Peak Hour Peak Direction	Growth Rate	2022 Volume Peak Hour Peak Direction	LOS D Directional Peak Hour	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity	Total Traffic (Peak Direction)	Does Project Meet Concurrency?
Kanner Highway (SR-76)	SR-714	Project Entrance	no	25,158	1006	1.005	1021	3020	12	100%	0.40%	1033	Yes
	Project Entrance	SR-5	no	25,158	1006	1.005	1021	3020	7	100%	0.23%	1028	Yes

In: 12
 Out: 7
 Years Grown: 3

Martin County 2019 Roadway Level of Service Inventory Report

01112021 CCM	Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
	SR-732 (Jensen Beach Blvd)	SR-5	Green River Pkwy	Class I: 4-Ln Divided	2000	25,949	1,349	C	0.5%
	SR-732 (Jensen Beach Blvd)	Green River Pkwy	CR-723	Class I: 4-Ln Divided	2000	23,804	1,154	C	0.5%
	SR-76 (Kanner Hwy)	SR-15	SR-710	Uninterrupted Rural Hwy: 2-Ln Undivided	740	2,134	111	A/B	6.1%
	SR-76 (Kanner Hwy)	SR-710	CR-708	Uninterrupted Rural Hwy: 2-Ln Undivided	740	3,412	151	A/B	0.9%
	SR-76 (Kanner Hwy)	CR-708	CR-711/CR-76A	Transitional 2-Ln Uninter /Undivided Flow	1200	2,889	168	A/B	0.5%
	SR-76 (Kanner Hwy)	CR-711/CR76A	Locks Rd	Class I: 4-Ln Divided	2000	13,401	831	C	1.7%
	SR-76 (Kanner Hwy)	Locks Rd	Jack James	Class I: 4-Ln Divided	2000	19,231	920	C	0.5%
	SR-76 (Kanner Hwy)	Jack James	Cove Rd	Class I: 6-Ln Divided	3020	43,880	2,372	C	0.6%
	SR-76 (Kanner Hwy)	Cove Rd	Salerno Rd	Class I: 6-Ln Divided	3020	34,493	1,495	C	1.0%
	SR-76 (Kanner Hwy)	Salerno Rd	Indian St	Class I: 6-Ln Divided	3020	30,912	1,293	C	2.6%
	SR-76 (Kanner Hwy)	Indian St	SR-714	Class I: 6-Ln Divided	3020	21,116	993	C	0.5%
	SR-76 (Kanner Hwy)	SR-714	SR-5	Class I: 6-Ln Divided	3020	25,158	1,006	C	0.5%
	SR-A1A (Ocean Blvd)	SR-714	St Lucie Blvd	Class II: 4-Ln Divided	1630	19,437	1,081	D	0.6%
	SR-A1A (Ocean Blvd)	St Lucie Blvd	Sewalls Point Rd	Class I: 4-Ln Divided	2000	23,060	1,127	C	1.0%
	SR-A1A (Ocean Blvd)	Sewalls Point Rd	Macarthur Blvd	Class I: 2-Ln Divided	925	13,597	845	C	0.5%
	SR-A1A (Ocean Blvd)	MacArthur Blvd	SR-732	2-Ln Uninter /Undivided Flow	1190	8,532	407	A/B	3.1%
	SR-A1A (Ocean Blvd)	SR-732	St Lucie County	2-Ln Uninter /Undivided Flow	1190	14,752	870	D	1.8%
	St Lucie Blvd	CR-A1A	Indian St	2-Ln Undivided Non- State	675	3,305	172	C	0.5%
	St Lucie Blvd	Indian St	SR-A1A	2-Ln Undivided Non- State	675	7,524	429	D	3.3%
	Westmoreland Blvd	St Lucie County	SR-5	Class II: 2-Ln Divided	790	12,271	601	D	1.0%
	Willoughby Blvd	Cove Rd	Salerno Rd	Class I: 2-Ln Undivided	880	4,332	214	C	8.0%

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

ATTACHMENT D

Driveway Volumes

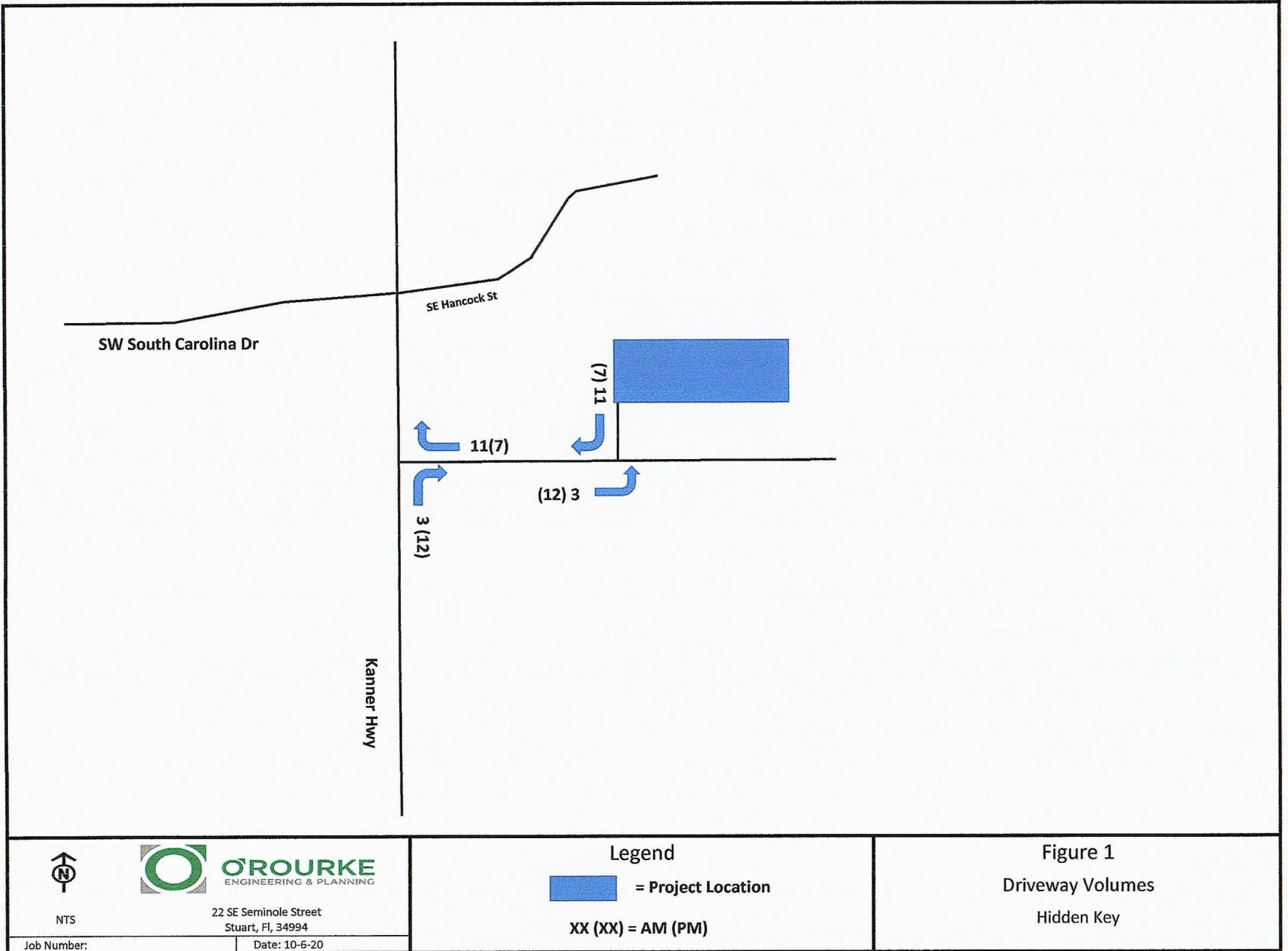
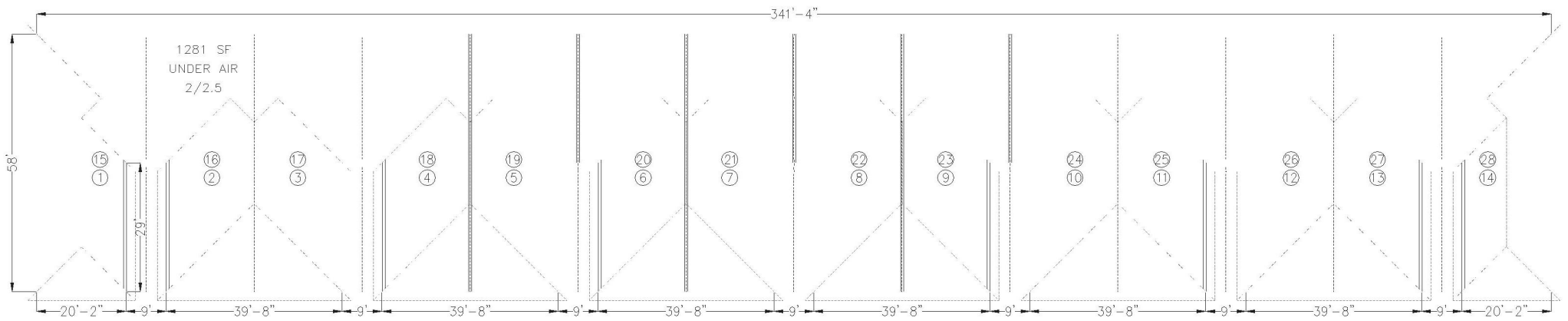
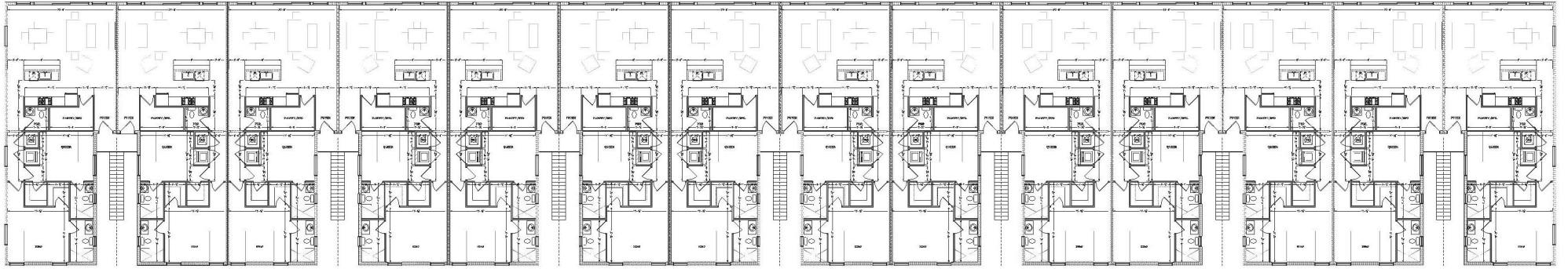


Figure 1 - Driveway Volumes - Hidden Key



CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 1/11/2021

Prepared by: Michael Mortell

Title of Item:

TOBACCO AND ELECTRONIC NICOTINE REGULATION (RC):

ORDINANCE No. 2459-2021; AN ORDINANCE OF THE CITY OF STUART AMENDING ARTICLE VII; SECTION 12-163 THROUGH 12-172 RELATING TO THE SALE AND USE OF NICOTINE DELIVERY DEVICES AND TOBACCO PRODUCTS; PROVIDING FOR A SEVERABILITY CLAUSE AND A CONFLICTS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Martin County Commission recently passed an ordinance regulating the sale and use electronic cigarettes and tobacco products consistent with the Federal Law that went into effect in January, 2020. Currently, the State Statute authorizes sales to persons over the age of 18 while the Federal Law requires the minimum age to be 21.

The City Commission requested staff to bring forward an amendment to the City Code to be consistent with the County Ordinance.

Funding Source:

N/A

Recommended Action:

Adopt Ordinance No.2459-2021on First Reading.

ATTACHMENTS:

Description	Upload Date	Type
☐ 2459-2021 Tobacco Regulation Ordinance	12/30/2020	Ordinance add to Y drive

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

ORDINANCE NO. 2459-2021

AN ORDINANCE OF THE CITY OF STUART AMENDING ARTICLE VII; SECTION 12-163 THROUGH 12-172 RELATING TO THE SALE AND USE OF NICOTINE DELIVERY DEVICES AND TOBACCO PRODUCTS; PROVIDING FOR A SEVERABILITY CLAUSE AND A CONFLICTS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City Commission for the City of Stuart, Florida, is authorized by provisions in Chapter 166, Florida Statutes, to establish programs providing for the health, safety and general welfare of the residents of Stuart, Florida; and

WHEREAS, the City Commission has determined that the existing ordinances pertaining to tobacco products should be amended to provide additional definitions and guidelines pertaining to the sale and distribution of tobacco products; and

WHEREAS, On December 20, 2019, President Trump signed legislation to amend the Federal Food, Drug and Cosmetic Act to raise the federal minimum age pertaining to the sale of tobacco products from 18 to 21 years; and

WHEREAS, it is a violation of Federal Law for a retailer to sell any tobacco products, including cigarettes, cigars and vapor-generating electronic devices, to anyone under 21 years of age in the United States; and

WHEREAS, the use of tobacco products has devastating health and economic consequences; and

WHEREAS, tobacco use is the foremost preventable cause of premature death in America. It causes half a million deaths annually and has been responsible for 20.8 million premature deaths in the U.S. over the past 50 years; and

WHEREAS, tobacco use leads to more than \$300 billion in health care and lost worker productivity costs each year; and

WHEREAS, an estimated 5.6 million youth under the age of 18 are projected to die prematurely from a tobacco-related illness if prevalence rates do not change; and

WHEREAS, national data show that about 95 percent of adult smokers begin smoking before they turn 21. The ages of 18 to 21 are a critical period when many smokers move from experimental smoking to regular, daily use; and

WHEREAS, young minds are particularly susceptible to the addictive properties of nicotine. As a result, 3 out of 4 teen smokers end up smoking into adulthood; and

WHEREAS, as reported by the Florida Department of Health, vapor-generating electronic device use among Martin County youth between the ages of 11 and 17 has increased from 6.4% in 2014 to 16.3% in 2020; and

WHEREAS, as reported by the Florida Department of Health, 17.1% of Martin County youth between the ages of 11 and 17 currently use tobacco products; and

WHEREAS, the City Commission finds that amending the existing regulations within the Code of Ordinances is necessary for the preservation of the health, safety and welfare of City of Stuart youth, residents and visitors.

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

ARTICLE VII. ELECTRONIC NICOTINE DELIVERY DEVICES, IS HEREBY AMENDED AS FOLLOWS:

ARTICLE VII. - PROHIBITION OF SALE OR DISTRIBUTION OF TOBACCO PRODUCTS TO PERSONS UNDER 21 YEARS OF AGE

Sec. 12-163. - Title. This article shall be known and may be cited as the "Nicotine Merchandising Ordinance."

Sec. 12-164. - Purpose and intent.

It is the intent of this article to promote, protect, and improve the health, safety, and general welfare of the citizens of the City of Stuart, Florida, by discouraging the unhealthy practice of using tobacco products and to help prevent the addiction to nicotine, especially by young people under the age of 21, through regulation of the marketing, sale and merchandising of tobacco products, to the extent such regulation is not preempted to the federal or state government. This article shall not be interpreted or construed to prohibit the sale or delivery of tobacco products which are otherwise lawful or regulated pursuant to F.S. ch. 569.

Sec. 12-165. – Definitions.

Business means any sole proprietorship, joint venture, partnership, corporation, limited liability

company or other business formed for profit making or non-profit purposes within the corporate limits of the City of Stuart, Florida, including all retail establishments where goods or services are sold.

Distribute or Distribution means to furnish, give, provide, or to attempt to do so, whether gratuitously or for any type of compensation

E-cigarette means any electronic device composed of a mouthpiece, heating element, battery and electronic circuits that provides a vapor of liquid nicotine and/or other substances mixed with propylene glycol to the user that he or she inhales in simulation of smoking. This term shall include such devices whether they are manufactured as e-cigarettes, e-cigars, e-pipes or under any other product name.

Licensed Products means the term that collectively refers to any tobacco product, including liquid nicotine, nicotine product, or vapor-generating electronic device.

Liquid nicotine means any liquid product composed either in whole or part of pure nicotine and propylene glycol and manufactured for use with e-cigarettes.

Open display unit, in the context of the retail sale of e-cigarettes and liquid nicotine, means any device, furniture or furnishing within or upon which e-cigarettes or liquid nicotine are displayed to customers, and includes but is not limited to any case, rack, shelf, counter, table, desk, kiosk, booth, stand and other surface.

Person means any natural person or artificial entity capable of suing and being sued in the State of Florida.

Recipient means any person who obtains or attempts to obtain a tobacco product.

Retail establishment means any place of business where tobacco products are available for sale to the general public. Retail establishment includes but is not limited to grocery stores, tobacco products shops, convenience stores, liquor stores, gasoline service stations, bars, restaurants other place at which sales of tobacco products are made to purchasers.

Tobacco Retailer or Retailer means any person, partnership, joint venture, society, club, trustee, trust, association, organization, corporation or business that owns, operates or manages any tobacco retail establishment or who sells or distributes electronic nicotine delivery systems.

Self-service merchandising, in the context of the retail sale of e-cigarettes and liquid nicotine, means the open display of e-cigarettes and liquid nicotine, whether packaged or otherwise, for

direct retail customer access and handling prior to purchase without the intervention or assistance of the retailer or the retailer's owner, employee or agent. Such open display includes the use of an open display unit.

Smoking means inhaling, exhaling, burning, carrying or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lighted tobacco product or inhaling, heating or igniting a vapor-generating electronic device which creates a vapor of liquid nicotine or other substances mixed with propylene glycol which can be inhaled in simulation of smoking.

Tobacco products means any product containing, made or derived from tobacco or nicotine, whether natural or synthetic, that is intended for human consumption or is likely to be consumed, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by other means, or any component, part or accessory of a tobacco product, including but not limited to, cigarettes, e-liquids, gels, cigars, cheroots; stogies, perique, granulated, plug cut, crimp cut, ready rubbed and other smoking tobacco, snuff, snuff flour, Cavendish, plug and twist tobacco, fine cut and all other forms of tobacco. Tobacco products include vapor-generating electronic devices. Tobacco products also include any component or accessory used in the consumption of tobacco, whether or not they contain nicotine, including but not limited to filters, cartridges, pods, pens, rolling papers, blunt, hemp wraps or pipes. Tobacco products do not include any product that is approved by the United States Food and Drug Administration for sale as a prescription tobacco-cessation product to assist tobacco users with quitting or reducing tobacco use, or for other medical purposes, and is being marketed and sold solely for such purpose.

Use of an e-cigarette means the heating or ignition of an e-cigarette which creates a vapor of liquid nicotine and/or other substances mixed with propylene glycol to the user that he or she can inhale in simulation of smoking.

Vapor-generating electronic device means any product that employs an electronic, chemical, or mechanical means capable of producing vapor or aerosol from a nicotine product or any other substance, including, but not limited to, an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, vapor product, e-hookahs or other similar device or product, any replacement cartridge for such device; and any other container of nicotine in a solution or other substance form intended to be used with or within an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, a vape pen, an electronic hookah, or other similar device or product. The term includes any component, part or accessory of the device and also includes substance intended to be aerosolized or vaporized during the use of the device, whether or not the substance contains nicotine.

Vendor assisted means the customer has no access to tobacco products without the assistance of the vendor, store owner or other store employee.

Sec. 12-166. - Sale of e-cigarettes to minors prohibited.

No person or tobacco retailer may sell or offer to sell any tobacco product to any person under the age of 21 within the City of Stuart, Florida.

12-166(A). Before selling or offering to sell any tobacco product, or products regulated by this article, the retailer shall verify that the recipient is at least 21 years of age.

12-166(B) Retailers must verify the legal sale age by examining the recipient's government issued identification.

Sec 12-167. – Self-service merchandising prohibited.

It shall be unlawful for any tobacco retailer to sell, to permit to be sold, to offer for sale or to display any tobacco product by means of self-service display or placement or by any means other than vendor assisted sales.

(a) Exceptions. The provision of this section shall not apply to an establishment that prohibits persons under 21 years of age on the premises.

(b) Penalties for improper self-service display and placement. Improper self-service display and placement shall result in a fine not to exceed \$500.00 per day from the date of the citation until the violation has been rectified. No person engaged in the retail sale of e-cigarettes or liquid nicotine shall place-cigarettes or liquid nicotine in an open display unit unless the same is located in an area that is inaccessible to customers.

Sec. 12-168. - Use of an e-cigarette where smoking prohibited.

The use of an e-cigarette is prohibited at all locations within the city at which smoking is prohibited under Chapter 386, Florida Statutes.

Sec. 12-169. - Marketing restrictions.

In addition to the other responsibilities under this part, each business shall remove from each point of sale all self-service displays, advertising, labeling, and other items that do not comply with the requirements under this article.

Sec. 12-170. - Penalties.

(A) The violation of any provision of this article shall be punished by a fine not to exceed \$500.00 per occurrence or imprisonment for a term not exceeding 60 days or by both fine

and imprisonment.

(B) Any condition caused or permitted to exist in violation of any of the provisions of this article shall be deemed a public nuisance and shall be subject to abatement by the city.

(C) Each and every act or action done in violation of the provisions of this article, shall be construed, deemed and taken as a separate and distinct violation of such provisions of this article. Every day that a violation of this article or any provisions hereof shall continue shall be deemed a separate and distinct violation of the provisions of this article.

Sec. 12-171. - Validity.

If any section, phrase, sentence or portion of this article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Sec. 12-172. – Effective date.

The ordinance from which this article derives shall take effect immediately upon adoption.

DULY PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY THIS ____ DAY OF OCTOBER 2020.

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. KINDELEULA R. CLARKE
CITY CLERKMAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY