City of Stuart

# A G E N D A

## REGULAR MEETING OF THE STUART CITY COMMISSION
## TO BE HELD May 26, 2020
## AT 5:30 PM Commission Chambers & ZOOM Telecommunications
## 121 SW FLAGLER AVE.
## STUART, FLORIDA 34994

### CITY COMMISSION

**Mayor Michael J. Meier**
**Vice Mayor Eula R. Clarke**
**Commissioner Becky Bruner**
**Commissioner Kelli Glass Leighton**
**Commissioner Merritt Matheson**

### 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.*

**ROLL CALL**

**THIS MEETING WILL BE A HYBRID IN PERSON/REMOTE MEETING.**

**In Person:** City Hall can accommodate a small number of citizen participants. Overflow citizens will be directed to Flagler Place (201 Flagler Ave., Stuart) where larger rooms can accommodate social distancing. Public comment will be taken live via audio/video conference with commissioners.

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JOIN MEETING:
https://us02web.zoom.us/j/87030485104

If you wish to speak during public comment, click participants then click raise hand at bottom of window. Your microphone will be unmuted when you are called to speak and you will be invited to activate your camera if you wish. Both will be deactivated once you have completed your comment.

Meeting ID: 870 3048 5104
Dial In numbers:
+1 312 626 6799 US
+1 646 558 8656 US
+1 253 215 8782 US
+1 301 715 8592 US
If you wish to speak during public comment press *9 to raise your hand. You will be called by your partially displayed phone number so please listen for that number. The host will lower your hand and mute your line after speaking.

**PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS**

**PRESENTATIONS**

1. SERVICE AWARDS - MAY 2020

2. EMPLOYEE OF THE MONTH - MAY 2020

3. LOSOM UPDATE BY BEN HOGARTH

**COMMENTS BY CITY COMMISSIONERS**

**COMMENTS BY CITY MANAGER**

**APPROVAL OF AGENDA**

**COMMENTS FROM THE PUBLIC (5 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.*

**4.** APPROVAL OF 4/27/2020 CCM, 5/4/2020 SCM, AND 5/11/2020 CCM MINUTES (RC)

**5.** EVOQUA WATER TECHNOLOGIES (RC):

RESOLUTION No. 56-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING A SINGLE SOURCE PROCUREMENT FOR THE REMOVAL OF RESIN AND GRANULAR ACTIVATED CARBON FROM THE WATER TREATMENT FACILITY EXCHANGE PRE-TREATMENT SYSTEM, DISPOSAL VIA INCINERATION, AND THE INSTALLATION OF A HYBRID DOWEX PSR2 PLUS CI ION-EXCHANGE RESIN AND A COAL BASED ULTRACARB 1240LCD FROM EVOQUA WATER TECHNOLOGIES IN AN AMOUNT NOT TO EXCEED $265,961.00. PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**6.** AUTHORIZATION TO APPLY FOR A COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT (RC):

RESOLUTION No. 62-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY FOR COMMUNITY PLANNING TECHNICAL GRANTS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**END OF CONSENT CALENDAR**

**COMMISSION ACTION**

**7.** SHOPPES ON COLORADO ANNEX MUCCU (RC):

RESOLUTION No. 55-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CONSIDERING A MAJOR URBAN CODE CONDITIONAL USE APPROVAL TO ALLOW THE DEVIATION OF REQUIREMENTS REGARDING THE PRINCIPAL BUILDING PLACEMENT, FRONT STREET FAÇADE WIDTH, PARKING LOCATION, AND CERTAIN ARCHITECTURAL REQUIREMENTS WITHIN THE URBAN CENTER ZONING DISTRICT; APPROVING PLANS FOR DEVELOPMENT TO ALLOW THE CONSTRUCTION OF 11,929 SQUARE FEET OF COMMERCIAL OFFICE, RETAIL, AND RESTAURANT WITHIN TWO BUILDINGS; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; AND FOR OTHER PURPOSES.

**8.** AUTHORIZATION TO HIRE EISENSTEIN MALANCHUK LLP (RC):

RESOLUTION No. 63-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE EXECUTION OF A LEGAL SERVICES AGREEMENT WITH EISENSTEIN MALANCHUK LLP, PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

**ORDINANCE FIRST READING**

**9.** TECO GAS FRANCHISE AGREMENT (RC):

ORDINANCE No. 2441-2020; AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE CITY OF STUART, MARTIN COUNTY, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

**10.** MINOR AMENDMENT TO AVONLEA PUD (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2438-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MINOR AMENDMENT TO "THE NEW AVONLEA" PLANNED UNIT DEVELOPMENT (PUD); THEREBY AMENDING EXHIBIT NUMBER 11 OF THE NEW AVONLEA PUD, ENTITLED THE OFF-SITE INFRASTRUCTURE PLAN BY HJA DESIGN STUDIO; AMENDING THE CONDITION NUMBER 25 ACCORDINGLY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**11.** STUART OCEAN RPUD - FIRST READING (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2435-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO APPPROVE A REZONING FROM R-3 MULTIFAMILY/OFFICE TO RESIDENTIAL PLANNED UNIT DEVELOPMENT "RPUD" ON THE CITY'S OFFICIAL ZONING MAP; FOR AN 11.04 ACRES PARCEL, OWNED BY SERRAGUI GROUP INVESTMENTS LLC, LOCATED ON THE SOUTH SIDE OF SE OCEAN BLVD BETWEEN THE POINTE ASSISTED LIVING FACILTY AND KINGSWOOD CONDO ASSOCIATION, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING STUART OCEAN TOWNHOMES RPUD CONSISTING OF EIGHTY (80) ATTACHED HOMES; APPROVING A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

**ORDINANCE SECOND READING**

**12.** AMENDMENT TO CITY CODE OF ORDINANCES RELATING TO BUILDING REGULATIONS (RC):

ORDINANCE No. 2440-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE EXISTING CHAPTER 10 OF THE CITY OF STUART CODE OF ORDINANCES ENTITLED "BUILDINGS AND BUILDING REGULATIONS" TO ALIGN WITH STATE CODE; TO ENABLE ENFORCEMENT OF CONTRACTOR LICENSING AND TO ESTABLISH SAFETY PROVISIONS FOR STORM SHUTTERS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR

CODIFICATION; AND 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:** 5/26/2020 **Prepared by:** David Dyess, City Manager

**Title of Item:**

## THIS MEETING WILL BE A HYBRID IN PERSON/REMOTE MEETING.

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**Summary Explanation/Background Information on Agenda Request:**

**Funding Source:**

**Recommended Action:**

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

**Meeting Date:** 5/26/2020 **Prepared by:** R. Johnson

**Title of Item:**

SERVICE AWARDS - MAY 2020

**Summary Explanation/Background Information on Agenda Request:**

| | | |
|---|---|---|
| David Jackson | Fire Rescue | 20 years |
| Kathleen Lannon | Police | 20 years |
| Matthew Cernuto | Police | 15 years |
| Lisa Conti | Public Works | 5 years |

**Funding Source:**

General Fund

**Recommended Action:**

Present Awards

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

**Meeting Date:** 5/26/2020 **Prepared by:**

**Title of Item:**

EMPLOYEE OF THE MONTH - MAY 2020

**Summary Explanation/Background Information on Agenda Request:**

See attached Memorandum.

**Funding Source:**

N/A

**Recommended Action:**

Ask Kenny Miller to come forward and be recognized as the City's Employee of the Month for May, 2020.

**ATTACHMENTS:**

| | Description | Upload Date | Type |
|---|---|---|---|
| 🗋 | Memorandum | 5/15/2020 | Cover Memo |

City of Stuart

David D. Peters | Public Works Director
121 SW Flagler Ave. Stuart Fl. 34994
Phone: 772.288.1292 Ext. 1

Date: May 15, 2020

To: Roz Johnson, Human Resources Director

From: Dave Peters, Public Works Director

Subject: Employee of the Month

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The Public Works Department is once again proud to nominate a member of our Department as the City's Employee of the Month for May, 2020.

As you may be aware, the Vehicle Maintenance Team Leader has been on Family Medical Leave since November 16, 2019. During this time, Kenny Miller, a Diesel Gas Mechanic, has stepped up and been acting in a higher capacity, while maintaining his duties as a Diesel Gas Mechanic.

Kenny's work ethic and technical skills has ensured the vehicle and equipment maintenance schedules, as well as routine repairs have met the needs of other City Departments.

In addition, he has been tasked with inventory control, a major software conversion, and budgetary controls.

His quite reassuring demeanor has stabilized the functions within the Vehicle Maintenance Team.

Always willing to accept new challenges, Kenny exemplifies the City's values by treating others with dignity and respect.

For the reasons mentioned above, we respectfully nominate Mr. Miller as the City's Employee od the Month for May, 2020.

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

**Meeting Date:** 5/26/2020 **Prepared by:** bhogarth

**Title of Item:**

LOSOM UPDATE BY BEN HOGARTH

**Summary Explanation/Background Information on Agenda Request:**

Update on Lake Okeechobee System Operating Manual by Ben Hogarth

**Funding Source:**

**Recommended Action:**

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

**Meeting Date:** 5/26/2020 **Prepared by:** Mary Kindel, City Clerk

**Title of Item:**

APPROVAL OF 4/27/2020 CCM, 5/4/2020 SCM, AND 5/11/2020 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 |
|---|---|---|---|
| 🗋 | 4/27/2020 CCM Minutes | 5/15/2020 | Attachment |
| 🗋 | 5/4/2020 SCM Minutes | 5/15/2020 | Attachment |
| 🗋 | 5/11/2020 CCM Minutes | 5/15/2020 | Attachment |

# MINUTES
# REGULAR MEETING OF THE STUART CITY COMMISSION
# TO BE HELD April 27, 2020
# AT 5:30 PM Commission Chambers & ZOOM Telecommunications
# 121 SW FLAGLER AVE.
# STUART, FLORIDA 34994

## CITY COMMISSION
**Mayor Michael J. Meier**
**Vice Mayor Eula R. Clarke**
**Commissioner Becky Bruner**
**Commissioner Kelli Glass Leighton**
**Commissioner Merritt Matheson**

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

**5:30 PM ROLL CALL – Meeting Called To Order**

**THIS MEETING WAS A HYBRID IN PERSON/REMOTE MEETING.**

**Statement by City Manager Dyess:**
**Pursuant to Executive Order 20-69 issued by the Office of Governor Ron DeSantis on March 20, 2020, due to COVID-19, municipalities may conduct meeting of their governing boards without having a quorum of its members physically or at any specific location and utilize communications media such as telephonic or video conferencing as provided by Florida Statute 120.54. Procedures for public comment may be made utilizing a laptop, tablet, computer, or smartphone. All public comments will be taken at the beginning of the meeting for all agenda items. Click participants, then click raise hand at the bottom of the participant window. Your microphone will be unmuted when you are called on to speak. The public may choose to activate their camera if they wish. Both will be deactivated once their public comment time is completed. If attending by phone, press *9 to raise your hand, you will be called by the last three digits of your phone number. All are asked to state their name and address clearly for the record.**

**During Roll Call, for the record, Dyess requested the board state whether they are present in person or attending the meeting virtually.**

**5:31 PM Roll Call**
**Present: Mayor Meier, Vice Mayor Clarke, Commissioner Bruner, Commissioner Glass Leighton, Commissioner Matheson (all board members in person)**

**PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS**

**PRESENTATIONS**

**1.** EMPLOYEE OF THE MONTH - MARCH

**Via Zoom Telecommunications, Community Service Director, Jim Chrulski announced 10th Street Recreation Division employee, Jessica Tharp as March 2020 Employee of the Month. Jessica came forward and thanked the City, calling it her home.**

**2.** EMPLOYEE OF THE MONTH - APRIL

**Via Zoom, Vince Felicione, Fire Chief, read a statement and announced Bob Cummings of Fire Rescue as April Employee of the Month.**

**COMMENTS BY CITY COMMISSIONERS**

**Commissioner Glass Leighton**

- **Commented that she and the City Manager have been corresponding with City resident, Mr. Christian Gorman, owner of Dynix Diagnostix who owns a lab in Fort Pierce and is here to share information during the COVID-19 next steps discussion.**

**Commissioner Matheson**

- **Commented that though many places are opening, our top priority should be helping businesses and recreational activities are second.**
- **Reminded the public that there are no beaches in the City of Stuart.**
- **Encouraged all to check IRS.gov to get stimulus payments faster and asks that people spend it on American made products.**
- **New normal, asks for continued patience and positivity.**

**Commissioner Bruner**

- **No comments.**

**Vice Mayor Clarke**

- **Inquired with the City Manager and Police Chief about past months crime.**
- **Thanked City Manager, City Attorney, and staff for all they have done.**
- **Commented that citizens can still communicate with City as we are still open, encouraged people to use the City's website.**

**Police Chief Tumminelli reported, via Zoom, that reports show that calls over the past month have decreased by approximately 30%.**

**Mayor Meier**

- **No comments.**

## COMMENTS BY CITY MANAGER

**City Manager Dyess**

- **Noted that Agenda Item #16 has been asked to be continued to a date certain of May 11, 2020 by the applicant.**
- **The Florida Water Resource Journal published a 'Safety is Priceless' article about the City's Public Works Division written by Janine Wilde, Executive Administrative Assistant and Safety Coordinator for the Public Works Department.**
- **Per the Vice Mayor's inquiry about delinquent utility bills, the Public Works Director reported that there are approximately 411 accounts in past due status which represents 1% of our revenue of our utilities. Since the Declaration of State of Local Emergency, the City has eliminated late fees, changed our service charges, no disconnects for non-payment are being done. Once Emergency is lifted, Delinquent Notices will be sent out and payment arrangements can be made. Payment forgiveness is not an option due to bonding issues, but other options are available via local non-profits.**
- **Tennis Courts and Pickleball Courts are open with two players per court, no foursomes, no basketball games.**
- **City is following the Martin County's protocol for boat ramps; closed on weekends, open during weekdays.**

## APPROVAL OF AGENDA

**5:49 PM MOTION: To approve the agenda continuing Item #16 to May 11th.**
**Moved by: Commissioner Matheson**
**Seconded by: Commissioner Glass Leighton**
**Motion passed unanimously.**

## COMMENTS FROM THE PUBLIC (5 Minutes Max.)
## (ALL COMMENTS FOR EVERY AGENDA ITEM TAKEN AT THIS TIME)

1) **Helen McBride (In person) – Flamingo Ave.; Commented on the Hudson on the River item, wanted to make sure that it was noted that the parking is all City parking.**

2) **Troy McDonald (In person) – Commented that he was recently contacted by Laurie Goldstein and her daughter, Mariel Scher, who came forward to donate masks for first responders from her new non-profit Master Martin, www.masksformartin.com or email her at masksformartin@gmail.com**

3) **Nick Blount (In Person) – Representing the Housing Solutions Council, Agenda Item #17, reminded the Commission that their organization is a citizen lead coalition of community leaders working to support affordable housing. Interested in the property north of Haney Creek for proposed 40 to 50 units.**

**CONSENT CALENDAR**

**3.** APPROVAL OF MINUTES; 03/03/2020 JT CCM/LPA, 03/10/2020 JT CCM/LPA, 03/17/2020 SCM, 04/03/2020 SCM, AND 04/13/2020 CCM

**4.** AWARD OF ITB #2020-203: FRAZIER CRESCENT SUBDIVISION STREETSCAPE IMPROVEMENTS PROJECT:

RESOLUTION No. 41-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2020-203, FRAZIER CRESCENT SUBDIVISION STREETSCAPE IMPROVEMENTS PROJECT TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER TOTAL UNIT PRICE OF $252,306.55 TO HEAVY CIVIL, INC OF NORTH MIAMI BEACH, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**5.** LOAN APPLICATION - MONTEREY ROAD SUBDIVISION WATERMAIN IMPROVEMENTS PROJECT:

RESOLUTION No. 42-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RELATED TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE FINANCIAL SERVICES DIRECTOR TO SUBMIT THE LOAN APPLICATION AGREEMENT FOR THE $635,835.00 MONTEREY ROAD SUBDIVISION WATERMAIN IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE LOAN AGREEMENT; DESIGNATING AUTHORIZED REPRESENTATIVES; ESTABLISHING PLEDGED REVENUES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; SEVERABILITY, AND EFFECTIVE DATE.

**6.** BA #5 - MONTEREY ROAD SUBDIVISION WATERMAIN IMPROVEMENTS PROJECT:

RESOLUTION No. 44-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT No. 5 TO THE 2019-2020 WATER SEWER FUND; APPROPRIATING AND AUTHORIZING THE

EXPENDITURE OF ADDITIONAL FUNDS FOR THE MONTEREY ROAD SUBDIVISION WATERMAIN IMPROVEMENTS PROJECT. PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

**7.** AWARD OF RFP #2020-103: GRANT WRITING/PROGRAM ADMINISTRATION SERVICES FOR CDBG:

RESOLUTION No. 45-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF RFP #2020-103, GRANT WRITING/PROGRAM ADMINISTRATION SERVICES FOR CDBG TO THE TOP RANKED FIRM, GUARDIAN COMMUNITY RESOURCE MANAGEMENT, INC., OF DADE CITY, FLORIDA, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**8.** AWARD OF ITB #2020-201: MONTEREY ROAD SUBDIVISION WATERMAIN IMPROVEMENTS PROJECT:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2020-201, MONTEREY ROAD SUBDIVISION WATERMAIN IMPROVEMENTS PROJECT TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER TOTAL UNIT PRICE OF $699,995.50 TO PRP CONSTRUCTION GROUP, LLC. OF INDIANTOWN, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**9.** FLAGLER CENTER USE FOR PUBLIC CITY MEETINGS:

RESOLUTION No. 47-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, UTILIZING THE FLAGLER CENTER FOR PUBLIC MEETING PARTICIPATION AND ABATING RENT DUE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**10.** AWARD OF ITB #2020-202: FEDERAL HWY MEDIAN IMPROVEMENTS PROJECT:

RESOLUTION No. 51-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2020-202, FEDERAL HW Y MEDIAN IMPROVEMENTS PROJECT TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER TOTAL UNIT PRICE OF $237,626.79 TO SUNSHINE LAND DESIGN OF STUART, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**END OF CONSENT CALENDAR**

**6:00 PM MOTION: Move approval of the Consent agenda.**
**Moved by: Commissioner Glass Leighton**
**Seconded by: Commissioner Matheson**
**Motion passed unanimously.**

**COMMISSION ACTION**

**11.** AMENDMENT TO FEDERAL HIGHWAY MAINTENANCE AGREEMENT:

RESOLUTION No. 40-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A DISTRICT FOUR (4) MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND THE CITY OF STUART RELATING TO THE PROPOSED ROADWAY LANDSCAPING IMPROVEMENTS WITHIN THE RIGHT-OF-WAY OF STATE ROAD 5/NW FEDERAL HIGHWAY (US HIGHWAY 1) FROM THE ROOSEVELT BRIDGE NORTHERN TERMINUS TO NW BAKER ROAD; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**Pinal Ghandi-Savdas, CRA Administrator briefly reviewed location and City's responsibility to maintain the median.**

**6:03 PM MOTION: Approve Resolution No. 40-2020 regarding the landscape maintenance memorandum of agreement.**
**Moved by: Vice Mayor Clarke**
**Seconded by: Commissioner Bruner**
**Motion passed unanimously.**

**12.** 604 OCEAN BOULEVARD IMPACT FEE CREDIT (QUASI-JUDICIAL):

RESOLUTION No. 48-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ESTABLISHING AN ACCOUNT REFLECTING THE SURPLUS RESIDENTIAL IMPACT FEE UNITS PURSUANT TO ARTICLE III, SECTION 32-68(E), OF THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

**3 People sworn; Stephen Mayer, City of Stuart Development Department, Terry McCarthy of McCarthy and Associates, and John Leighton.**

**Attorney Mortell reviewed the Resolution that is multiple in nature; number of units, the square feet of the units, and the property to which the units shall be designated for the purposes of moving forward.**

**Terry McCarthy commented on the proof from the Property Appraisers office that should be in the packet and explained the credits, requesting that in the future, Mr. Leighton could transfer 47 of the unused units.**

**Attorney Mortell noted for the record, applicant submitted Exhibit A, the Title to 604 Ocean Holdings, Exhibit B, which is the copy of the Property Appraisers records from 1994 indicating 57 units located on the site, and Exhibit C, a copy of the assignment of permits and developer rights, dated August 30, 2016 demonstrating that Mr. Leighton still has claim to these rights.**

**Mayor Meier clarified for the record, he agreed that a developer should not have to pay for impact fees twice, however, on this project, it originally pre-dated the charge of impact fees, this would not have been paying twice. Read from Code 32-68.**

**Discussion of impact fee values and if the City had been paid fees for the property in the past.**

**6:23 PM MOTION: Approve Resolution 48-2020 regarding this matter with specific findings that guess the property is owned by the applicant and that there were indeed 57 units and the potential transfer to be allowed would be 47 and that these properties were built at a certain time, less than 800 square feet for the 57 units and, I see that the legal description has been appropriately included and the previous history of the development has been appropriately included.**
**CLARIFIED MOTION: [To approve Resolution No. 48-2020 as proposed by staff and including the findings that were itemized by the City Attorney when he discussed the specific findings in our discussions, and they are adequately included.]**
***Mortell clarified findings as stated in Sections 3 and 4 of Resolution 48-2020.**
**Moved by: Vice Mayor Clarke**
**Seconded by: Commissioner Glass Leighton**
**Motion passed 4/1.**

**Meier - YES**
**Clarke - YES**
**Glass Leighton - YES**
**Matheson – NO**
**Bruner - YES**

**13.** APPROVAL OF HUDSON'S ON THE RIVER LEASE (FORMALLY PELICAN CAFE):

RESOLUTION No. 49-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE A LAND LEASE BETWEEN THE CITY OF STUART, FLORIDA AND HUDSON'S ON THE RIVER REPLACING THE PELICAN CAFÉ LEASE, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**Attorney Mortell handed out a revised page 5 with added language to paragraph 4.3 of the lease agreement which referenced the FRDAP Grant received by the City and quoted the language. Page 5 has been updated in the lease.**

**Mr. Steve Vitale, Attorney on behalf of Mr. Matakaetis, via Zoom, stated per the lease language, they must obtain the permits by October 1st, then complete the construction by January 1, 2022.**

**Commission discussion included the project timeframe, appraisal, hesitations based on agreements with the Pelican Café, conceptual plans, code requirements, and contract clauses.**

**Mayor Meier stated that he felt this lease was being rushed and the public could be given more opportunity to view the appraisal.**

**Vitale responded that negotiations have been going on for 6 months and they've entered into six separate addendums to the purchase and sale agreement extending the ability to close five times, it would be difficult for Matakaetis to request another extension at this point.**

**Mayor Meier reminded all of what the Daly's with the Pelican Café had negotiated with the City and now is expected to sell that lease, transferring it to a new person with something completely different.**

**Commissioner Glass Leighton commented that she partially agreed and partially disagreed with the Mayor. Does not feel the new people should be held hostage for what the Daly's did, but a fresh start may be good. Does not feel the project is being rushed.**

**Brief commissioner discussions continued as to whether this lease was being rushed.**
**City Manager Dyess commented on the approval of the lease, stating that it has not been rushed as it has been going on for more than 6 months. The appraisal was not in the agenda accidentally but has been emailed to all commissioners and the City Clerk prior to this meeting. If the commission is not pleased with the design plan, prefers we focus on that, but expressed that the lease itself has not been rushed.**

**Matheson commented that he is happy with the lease and likes what he has seen but his hesitation was about the appraisal.**

**Commissioner Bruner commented that she has read through the appraisal and stated she doesn't feel rushed.**

**6:58 PM MOTION: Motion to [approve] Resolution No. 49-2020.**
**Moved by: Commissioner Bruner**
**Seconded by: Commissioner Glass Leighton**
**Motion passed 4/1.**

**Meier - NO**
**Clarke - YES**
**Glass Leighton - YES**
**Matheson – YES**
**Bruner - YES**

**14.** CHARTER REVIEW BOARD FINAL REPORT:

RESOLUTION No. 52-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ACCEPTING THE FINAL REPORT OF THE CHARTER REVIEW BOARD AND DIRECT STAFF ON FINAL CHARTER AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**City Manager Dyess briefly reviewed the Charter Advisory Board's recommended three (3) items for referendum change to the Charter.**

**Change A - Commissioner Pay:**
**Commissioner discussion. Matheson made a Motion; Dyess clarified the CPI and COLA. Matheson restated the Motion.**

**7:19 PM MOTION: Approve Change A as written as suggested by our Advisory Board adding as City Manager pointed out, adding CPI; Commission pay raises over CPI pay raises over CPI, or COLA. [Matheson restated: We'll leave the language as it is.]**
**Moved by: Commissioner Matheson**
**Seconded by: -----**
**Motion died for lack of second. 7:26 PM**

**Change A fails.**

**Change B – Qualifications for Office:**
**Charter Advisory Board recommended 4-year terms with a maximum of 8 consecutive years for City Commissioners. Commission and City Attorney discussion reviewed the recommendation, considering the history of term limit votes and the learning experience time needed on the job.**

**7:38 PM MOTION: To approve Change B substituting the 8 years to 12-year terms.**
**Moved by: Commissioner Matheson**
**Seconded by: Commissioner Glass Leighton**
**Motion passed unanimously.**

**Change C – Qualifications for Office:**
**Charter Advisory Board recommended that a City Commissioner who is running for an office other than their current seat, shall no longer be qualified to serve and resign as City Commissioner. Commissioners briefly discussed and agreed with this recommendation.**

**Commissioner Glass Leighton clarified that the language brought back would include effective resignation information. Attorney Mortell confirmed that it would.**

**7:44 PM MOTION: Motion to approve Change C as written.**
**Moved by: Commissioner Matheson**
**Seconded by: Commissioner Bruner**
**Motion passed unanimously.**

**7:49 PM MOTION: Move approval [to pass Resolution No. 52-2020 accepting to bring back Changes B and C].**
**Moved by: Commissioner Glass Leighton**

**Seconded by: Vice Mayor Clarke**
**Motion passed unanimously.**

**15.** SPECIAL ELECTION GROUP IV:

RESOLUTION No. 50-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AND GIVING NOTICE OF A SPECIAL ELECTION TO BE HELD FOR A VACANT CITY COMMISSION SEAT (GROUP IV); REQUESTING THAT THE SUPERVISOR OF ELECTIONS PERFORM CERTAIN ELECTION SERVICES IN CONNECTION WITH SAID ELECTION; AUTHORIZING THE CITY MANAGER TO REIMBURSE THE SUPERVISOR OF ELECTIONS FOR COST OF SERVICES RENDERED; SETTING THE ELECTION TO COINCIDE WITH THE REGULAR ELECTION OF THE CITY COMMISSION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**Attorney Mortell briefly reviewed that a resignation was received by Commissioner Glass Leighton, effective May 27, 2020, creating a vacant seat for Group 4, pursuant to Code, the City has 120 days to fill the seat. By holding a special election for Seat 4 during the upcoming General Election in August, there would be no additional expense to the City.**

**7:51 PM MOTION: Move approval.**
**Moved by: Commissioner Glass Leighton**
**Seconded by: Vice Mayor Clarke**
**Motion passed unanimously.**

**ORDINANCE FIRST READING**

**ORDINANCE SECOND READING**

**16.** ABANDONMENT OF RIGHT OF WAY AT OSCEOLA STREET:
(CONTINUED TO DATE CERTAIN OF MAY 11, 2020)

ORDINANCE No. 2431-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHTOF-WAY WITHIN THE CITY BEING THAT CERTAIN 50-FOOT RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF KRUEGER PARK, AS RECORDED IN PLAT BOOK 1, PAGE 25, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS RUNNING EAST TO WEST, DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR PAYMENT OF A PRIVILEGE FEE: PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**7:53 PM MOTION: Move approval of Item #16 to May 11th.**
**Moved by: Commissioner Glass Leighton**
**Seconded by: Commissioner Matheson**

**Motion passed 4/1; Vice Mayor Clarke stepped away from her seat and was not available during the vote.**

**DISCUSSION AND DELIBERATION**

**17.** OPTIONS FOR THE LEASE OF CITY OWNED HANEY CREEK COMMERCIAL PROPERTY (1001 NW FEDERAL HWY)

**Kevin Freeman, Development Director, presented on the history, location, and provided the potential lease options.**

**The Commission conversed about working with Housing Solutions to bring affordable housing to this property.**

**Commissioner Matheson asked Mr. Nick Blount to come forward. Mr. Blount commented that the property is attractive to them for their purpose and they would like to see if they can make it work financially.**
**Mayor Meier commented that he would like to see us negotiate whatever ad valorem would have been collected would it have been a commercial rental property, that we could go forward with that in the negotiations. Concerned with the size of the property for the number of units that would be available.**

**8:17 PM MOTION: Motion to direct staff to work with the Housing Solutions.**
**Moved by: Commissioner Glass Leighton**
**Seconded by: Vice Mayor Clarke**
**Motion passed unanimously.**

**18.** COVID-19 DISCUSSION ON NEXT STEPS

**City Manager Dyess reviewed the internal plan and updated the Commission on various precautions taken to help staff and reviewed the topics that were recommended for discussion:**

- **citizen/staff separation barriers**
- **staff provided hand sanitizer/masks**
- **planning to reopen 10th Street for summer activities, possibly moving into May depending on Gov.**
- **School Board has not decided on the summer programs**
- **no special events through our State of Emergency May 11th**
- **interested in having a discussion on the Memorial Day and July 4th events.**
- **businesses reopening**
- **testing per Commissioner Glass Leighton**

**Dialog began with the East 10th Street Community Center Student Program Re-opening with preference to evaluate parents who are working, limiting the number of students, cleaning and protective measures, the possibility of taking temperatures of the students as they entered, etc.**

**Commissioner Glass Leighton requested to discuss lab testing as the gentleman in attendance was available to speak. She introduced Mr. Christian Gorman, who owns a lab in Ft. Pierce and is currently testing for COVID-19 and would like to have a discussion about testing employees before returning to work. FDA just approved the antibody test today, feels it's potentially beneficial.**

**Mr. Christian Gorman, DynixDiagnostix Chief Executive Officer, came forward and explained that his lab performs PCR testing and antibody testing. He announced the costs per PCR test for the City of Ft. Pierce as approximately $52 to $54 per person, and $39.00 for anti-body tests per person if the City of Stuart's own EMT staff was able to draw blood. Total PCR testing of $90 to $100 per person and various testing methods were talked over, Commissioners agreed to have the Human Resources Director reach out to Mr. Gorman for more information.**

**The City is waiting on the Government Order for re-opening businesses. Code Enforcement and parking – City would determine the reserved parking spaces, tram would open with 50% or more open businesses.**

**Memorial Day – Commission not in favor of approving the Memorial Day Parade.**
**4th of July Event – Commission not in favor of hosting the 4th of July event.**

**Public Comment:**

1) **Helen McBride – Flamingo Ave; representing Board of Adjustment (BOA), commented that though they want to offer fun, in support of Commission's decision, feels it will save lives by cancelling these events.**

**9:14 PM ADJOURNMENT**

**Mary R. Kindel, City Clerk** **Michael J. Meier, Mayor**

**Minutes to be approved at the Regular Commission Meeting this 26th day of May, 2020.**

# MINUTES
# SPECIAL MEETING OF THE STUART CITY COMMISSION
# TO BE HELD May 4, 2020
# AT 3:30 PM Commission Chambers & Zoom Telecommunications
# 121 SW FLAGLER AVE.
# STUART, FLORIDA 34994

## CITY COMMISSION
**Mayor Michael J. Meier**
**Vice Mayor Eula R. Clarke**
**Commissioner Becky Bruner**
**Commissioner Kelli Glass Leighton**
**Commissioner Merritt Matheson**

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

**3:30 PM ROLL CALL – Meeting Called to Order**

**THIS MEETING WILL BE A HYBRID IN PERSON/REMOTE MEETING.**

**Information provided by City Manager Dyess:**
**Special Commission Meeting of May 4, 2020, pursuant to Executive Order 20-69 issued by the Office of Governor Ron DeSantis on March 20, 2020, due to COVID-19, municipalities may conduct meeting of their governing boards without having a quorum of its members physically or at any specific location and utilize communications media such as telephonic or video conferencing as provided by Florida Statute 120.54. Procedures for public comment may be made utilizing a laptop, tablet, computer, or smartphone. All public comments will be taken at the beginning of the meeting for all agenda items. Click participants, then click raise hand at the bottom of the participant window. Your microphone will be unmuted when you are called on to speak. The public may choose to activate their camera if they wish. Both will be deactivated once their public comment time is completed. If attending by phone, press *9 to raise your hand, you will be called by the last three digits of your phone number. All are asked to state their name and address clearly for the record.**

**During Roll Call, for the record, Dyess requested the board state whether they are present in person or attending the meeting virtually.**

**3:31 PM Roll Call**
**Present: Mayor Meier, Vice Mayor Clarke, Commissioner Bruner, Commissioner Glass Leighton, Commissioner Matheson (All attending in person)**

**PLEDGE OF ALLEGIANCE**

**PRESENTATIONS**

**1.** A PRESENTATION BY JOAN GOODRICH, EXECUTIVE DIRECTOR OF THE BUSINESS DEVELOPMENT BOARD ON THE BUSINESS SURVEY RESULTS.

**Ms. Joan Goodrich briefed the commission on their efforts to support businesses and the economy, establishing a Hotline at 772-221-1380 and have created various outreach strategies to communicate with businesses with outbound calls, small talks, weekly economic calls and eblasts, and stories of triumph. Recently conducted a business survey, received approximately 200 responses and provided percentage responses. Businesses noted their preference to open slowly as opposed to possibly having to open and close again. Concerns include paying business rents/mortgages, having customers return, committed to safety for customers and employees. Looking for assistance with penalty free extensions on any fixed expenses and information on financial assistance and how to protect their employees and customers. BizHub can be accesses at BDBmc.org, get ready Martin County has resources for businesses to reopen and info to let the public know which businesses are open. Data collected shows that we could lose up to 7,000 jobs from our community, currently we've lost 3,138, unemployment figure is at 4.2%, could potentially use lose 2,900 firms at this time. As this data is reviewed, a recovery and strategy priority plan must be put in place. Listed services currently provided.**

**Brief discussion included the City's partnership with the BDB, resources for businesses to find temporary service employees, small business loans, and business sustainability/shopping local.**

**4:00 PM 2.** A PRESENTATION BY STAFF ON BUSINESS RECOVERY RECOMMENDATIONS.

**Kevin Freeman, Development Director, presented on various recommendations for Stuart businesses to reopen, demonstrating restaurant seating requirements with 25% inside seating while maintaining social distancing 6 feet apart. Provided options for restaurants to utilize parking spaces for dining. With support of CRA, conversion of outdoor public spaces/streets could be temporarily transformed into additional restaurant seating.**

**Jim Chrulski, Community Services Director, came forward for his presentation on COVID-19 Economic Relief Programs, commenting on rent and utility reimbursement programs and have invited House of Hope to explain their program.**

**Rob Ranieri reported via Zoom, on the various support programs offered to the community by the House of Hope, focusing primarily on financial assistance and pantry food service support. Dog and cat food as well as diapers are available for distribution and the Community Garden is still open. www.hohmartin.org**

**Gertrude Walden, Healthy Start, St. Mary's, and many other organizations are providing resources and services for the community. Community Services will put together a comprehensive listing for the public.**

**Chrulski announced the introduction of a We're Ready! Campaign; going to the businesses to interview them on what they are doing to be ready to reopen, adding these videos to our social media.**

**COMMENTS BY CITY COMMISSIONERS**

**No comments.**
**COMMENTS BY CITY MANAGER**

**No comments.**

**APPROVAL OF AGENDA**

**4:26 PM MOTION: Move approval of the agenda.**
**Moved By: Vice Mayor Clarke**
**Seconded By: Commissioner Glass Leighton**
**Motion approved unanimously.**

**4:28 PM COMMENTS FROM THE PUBLIC (5 Minutes Max)**
**(ALL COMMENTS FOR EVERY AGENDA ITEM TAKEN AT THIS TIME)**

1) **Helen McBride – Flamingo Avenue; Commented on the downtown business parking and many of the parking spaces are taken up by employees. The sidewalks are too small and if businesses are to succeed, everyone needs to work together to get the economy going.**
2) **Betty Brinkley – Nassau Avenue; Commented on what she hears other Counties are doing to stop the spread of the virus but does not hear what our County is doing about testing. Trying to find masks and feels people in East Stuart are being left out because many do not have doctors and would like testing and masks donated.**
3) **Victoria Ferrer – Jefferson Way; Commented that she signed brick and mortar lease this year but applied for PPP but has not had a chance to get established and wonders if there are any resources to help small business owners like her.**

**DISCUSSION AND DELIBERATION**

**4:36 PM 3.** A DISCUSSION ON WHAT REGULATIONS THE COMMISSION WOULD LIKE TO SET AROUND BUSINESSES OR ADDITIONAL SAFETY MEASURES.

**City Manager Dyess reviewed the Governors Order and the changes at County level to include golf courses, boat ramps, parks, sports, and beaches.**

**Review of current City of Stuart Measures in Place:**

- **staffing levels – City Managers discretion**
- **dedicated parking places for food establishments for curbside pick-up – re-evaluate with Phase II**
- **3-hour downtown parking restrictions – evaluate weekly, City Manager discretion**
- **athletic fields closed – remain until Phase II**
- **special events cancelled/revoked – evaluate in Phase II (except for pavilion rentals for 10 or less people)**
- **Boat ramps open**
- **Deferred downtown on-street dining areas to Phase III**
- **Anchorage Marina public access – Phase II**
- **Closure of playground equipment continued – Phase II**
- **Basketball and Tennis Courts, 2 players per court – return to normal.**
- **10th Street Recreation Center – Staff recommendation to open on May 18th or June 1st for recreational purposes with four groups of 9 children to 1 counselor, 36 children max – City manager open to Commission suggestions.**

**Julie McHenry, Community Services Division Manager, reported via Zoom that they are in direct contact with JD Parker Elementary School and to assist the children that are not logging on to participate in classes. The Center would have a total of 36 children, staggered staff with same children together at all times, shadowing the YMCA's current program and following the procedures of the CDC and the DCF.**

**Commissioners agreed to open the 10th Street Community Center on May 18th to help provide the structure needed for the students and parents in the community.**

**In addition to staff's recommendations, Commissioner Glass Leighton suggested that Osceola Street be temporarily closed to allow pedestrian traffic and outside seating to give downtown stores and restaurants an opportunity to showcase their merchandise on the street. If parking spots are taken away for that, would like the Tram service reimplemented again to shuttle customers.**

**Attorney Mortell reported that the Code stated the Commission has the right to close the street and implement the closure, proper notice is required.**

**Kevin Freeman, Development Director, encouraged the idea and participated in a continued discussion that included the current Valet Service contract, including the businesses on Flagler Avenue, parking space options, polling the businesses/DBA and Stuart Main Street, increased police officers throughout downtown, and timing of implementation.**

**5:31 PM Tram discussion – trams on demand or fixed route, driver sanitize seats and handles between stops. On demand will be evaluated after the street closure is decided.**

**For clarification, parking lots can be used for restaurant tables. Getting the message out to the public challenges, encourage tenants to work with the landlords. Police Chief noted he has a contact list for almost every business in the City.**

**Brief discussion on the anti-body testing. City Manager Dyess provided information researched by Roz Johnson, Human Resources Director. Commissioner Glass Leighton requested this remain on our radar.**

**City Manager commented that it may be easier to get supplies once personal health self-swabbing kits are available. Regarding masks, Indiantown passed an Ordinance requiring masks within its municipality. Voluntary use of masks is encouraged by the Stuart Commission.**

**6:14 PM MOTION: Bring back Resolution to the May 11th Meeting encouraging masks.**
**Motion By: Vice Mayor Clarke**
**Seconded By: Commissioner Matheson**
**Motion passed unanimously.**

**6:22 PM ADJOURNMENT**

**Mary R. Kindel, City Clerk** **Michael J. Meier, Mayor**

**Minutes to be approved at the Regular Commission Meeting this 26th day of May, 2020.**

# MINUTES
# REGULAR MEETING OF THE STUART CITY COMMISSION
# TO BE HELD May 11, 2020
# AT 5:30 PM Commission Chambers & ZOOM Telecommunications
# 121 SW FLAGLER AVE.
# STUART, FLORIDA 34994

## CITY COMMISSION
**Mayor Michael J. Meier**
**Vice Mayor Eula R. Clarke**
**Commissioner Becky Bruner**
**Commissioner Kelli Glass Leighton**
**Commissioner Merritt Matheson**

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

**5:30 PM ROLL CALL – Meeting Called to Order**

**THIS MEETING WAS A HYBRID IN PERSON/REMOTE MEETING.**

**Statement by City Manager Dyess:**
**Pursuant to Executive Order 20-69 issued by the Office of Governor Ron DeSantis on March 20, 2020, due to COVID-19, municipalities may conduct meeting of their governing boards without having a quorum of its members physically or at any specific location and utilize communications media such as telephonic or video conferencing as provided by Florida Statute 120.54. Procedures for public comment may be made utilizing a laptop, tablet, computer, or smartphone. All public comments will be taken at the beginning of the meeting for all agenda items. Click participants, then click raise hand at the bottom of the participant window. Your microphone will be unmuted when you are called on to speak. The public may choose to activate their camera if they wish. Both will be deactivated once their public comment time is completed. If attending by phone, press *9 to raise your hand, you will be called by the last three digits of your phone number. All are asked to state their name and address clearly for the record.**

**During Roll Call, for the record, Dyess requested the board state whether they are present in person or attending the meeting virtually.**

**5:32 PM Roll Call**
**Present: Mayor Meier, Vice Mayor Clarke, Commissioner Bruner, Commissioner Glass Leighton, Commissioner Matheson (all board members in person)**

**PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS**

**1.** MENTAL HEALTH AWARENESS MONTH - MAY 2020

**Via Zoom, George Shopland, CEO of New Horizons thanked the City for their support and the recognition of the importance of mental health, especially in these uncertain times of the virus.**

**2.** SAFE BOATING WEEK 2020

**Due to technical difficulties, the recipient was not available.**

**5:49 PM Via Zoom, Ms. Dawn Muller Flotilla Commander of United States Coast Guard Auxiliary Flotilla 59 Stuart was able to comment on the Proclamation and thanked the City and provided Florida boating statistics for safety awareness.**

**5:38 PM COMMENTS BY CITY COMMISSIONERS**

**Commissioner Glass Leighton**

- **Announced the Florida Health Department is offering free COVID-19 testing, two sites in the City with no appointment needed; St. Joseph's Catholic Church on Wednesday, May 15th from 12 to 6 p.m. and at the 10th Street Community Center on Saturday May 16th from 10 a.m. to 6 p.m., walk-up or drive through.**

**Vice Mayor Clarke**

- **Encouraged using the "arts" among families during quarantine.**
- **Request to pull Item #3 to educate the public on this item.**
- **Glad to hear about the COVID-19 testing for the best interest of the community.**

**Commissioner Bruner**

- **No comments.**

**Commissioner Matheson**

- **Reiterated on the arts comment and free testing. From the 12th to 23rd, there will be 12 different sites in the County, encourage people to get free testing.**

- **Thanked fellow Commissioners for their support in making him the LOSOM representative, informed them that he wrote Colonel Polk with the vision statement and about how pleased he was with the status of the River. Regarding the bill in Congress now, and the positions the County has taken, states he is interested in sending another letter in stating the City agrees with the County on the issue, that the savings clause should not be tied to LOSOM.**

**5:49 PM Interruption of Commissioner Comments - Item #2, Proclamation acceptance.**

**5:51PM City Attorney Mortell read the County's letter into the record.**

**5:46 PM MOTION: Motion to have the Mayor review the letter and sign it on behalf of the City of Stuart and submit it to the Transportation and Infrastructure Committee. AMENDED MOTION: That all Commissioners review the letter and sign it is we so choose.**
**Moved by: Commissioner Matheson**
**Seconded by: Commissioner Clarke**
**Motion passed unanimously.**

Mayor Meier

- **Commented on his past worry being proven right about the City breaking guidelines, commented on the downtown restaurants in which people were closer than 6 feet apart. Feels enforcement needs to be discussed and requested compliance enforcement from the City Manager. Stressed the critical guidelines set by the CDC for the health and safety of our public.**

## COMMENTS BY CITY MANAGER

City Manager Dyess

- Announced that Item #8 is to be continued to a date certain of May 26th.
- For the face coverings discussion, would like to include playgrounds as Martin County opened their playgrounds to the public on Friday.
- Per enforcement, commented on the barber shop complaints, gyms, and restaurants. Police Chief Joe Tumminelli reported virtually via Zoom on enforcement, offenders, and compliance.

## APPROVAL OF AGENDA

**6:09 PM MOTION: Move approval of the agenda pulling Item #3 and continuing Item #8.**
**Moved by: Commissioner Glass Leighton**
**Seconded by: Commissioner Clarke**
**Motion passed unanimously.**

## COMMENTS FROM THE PUBLIC (5 Minutes Max.)

~~**(ALL COMMENTS FOR EVERY AGENDA ITEM TAKEN AT THIS TIME)**~~

1) **Helen McBride – Flamingo Avenue; Commented that yardwork is the best way to get outside and complimented Milton Leggett and the City Public Works Department.**

**Vice Mayor Clarke also complemented Milton Leggett and his team for their quick response when called upon. She asked for clarification on brown vegetation carts. Mr. David Peters, Public Works Director reported via Zoom that brown carts are available upon request by calling the Customer Service Department.**

**CONSENT CALENDAR**

**3.** STUART HOUSING AUTHORITY BOARD OF COMMISSIONERS REAPPOINTMENT OF MARTHA MOSLEY AND LILLY WILLIAMS FOR 4-YEAR TERMS FROM 2020 THROUGH 2024.

**4.** AWARD OF RFQL #2020-400: CITY WIDE ANNUAL ROOFING REPAIR & REPLACEMENT SERVICES:

RESOLUTION No. 54-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF RFQL #2020-400, CITY WIDE ANNUAL ROOFING REPAIR AND REPLACEMENT TO TOP FOUR RANKED FIRMS, HI-TECH ROOFING & SHEET METAL, INC. OF LAKE WORTH, FLORIDA, THE ROOF AUTHORITY, INC. OF FORT PIERCE, FLORIDA, CROW THER ROOFING & SHEET METAL OF FLORIDA, INC. OF FORT MYERS, FLORIDA AND ADVANCED ROOFING, INC OF FORT LAUDERDALE, FLORIDA, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**END OF CONSENT CALENDAR**

**6:14 PM MOTION: Move approval of the Consent pulling Item #3.**
**Moved by: Commissioner Glass Leighton**
**Seconded by: Commissioner Matheson**
**Motion passed unanimously.**

**3.** STUART HOUSING AUTHORITY BOARD OF COMMISSIONERS REAPPOINTMENT OF MARTHA MOSLEY AND LILLY WILLIAMS FOR 4-YEAR TERMS FROM 2020 THROUGH 2024.

**Vice Mayor Clarke noted the relationship between the City and Stuart Housing Authority.**

**Attorney Mortell explained Housing Authorities and the requirements of appointees ratified by the Commission. These positions receive no compensation.**

**6:16 PM MOTION: Move approval of the two members for the terms from 2020 to 2024 on the Stuart Housing Authority Board of Commissioners.**
**Moved by: Vice Mayor Clarke**
**Seconded by: Commissioner Bruner**
**Motion passed unanimously.**

**COMMISSION ACTION**

**6:17 PM 5.** FACE COVERING RECOMMENDATION:

RESOLUTION No. 58-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ENCOURAGING THE USE OF FACE COVERING EQUIPMENT WHILE IN PUBLIC WITHIN THE GEOGRAPHIC BOUNDARIES OF STUART, FLORIDA; AND FOR OTHER PURPOSES.

**Commissioner Glass Leighton does not support the Resolution, feels it is impractical for exercise and eating, difficult to enforce.**

**Vice Mayor Clarke commented that mask use is intended where social measures are difficult to maintain but agrees with Glass Leighton on the enforcement part.**

**Commissioner Matheson commented that he agrees in a consistent message and the key is when social distancing is not available. Suggested amending Section 1 and adding "where proper social distancing according to CDC is not achievable."**

**Vice Mayor Clarke reported on a resident's comment in which they expect to feel protected when attending a City meeting/hosted event. Though it is voluntary, they wanted to be sure it would be a requirement when coming to a public meeting.**

**Commissioner Bruner feels this is wasted time and commented that our Resolution should state we follow CDC guidelines.**

**Mayor Meier commented on science statistics about mask protections.**

**Commissioner Glass Leighton commented that people need to be accountable for their own actions.**

**6:37 PM MOTION: Approve this Resolution, Section 1 [read by Attorney Mortell: The City Commission urges all residents of the City of Stuart to voluntarily wear non-medical face coverings in all public spaces outside their homes, including sidewalks, public rights of way, boardwalks and open parks, during the term of the COVID-19 public health emergency declared by the Governor of Florida, except where doing so would inhibit that individual's health or where the individual is under two years of age.]**
**Moved by: Vice Mayor Clarke**
**Seconded by: Commissioner Matheson**
**Motion passed 3/2.**

**Glass Leighton – NO**
**Matheson – YES**
**Bruner – NO**
**Clarke – YES**
**Meier - YES**

**6.** CHARTER REFERENDUM QUESTIONS:

RESOLUTION No. 60-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA PRESENTING REFERENDUM QUESTIONS FOR PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF STUART, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**City Attorney Mortell reviewed the Charter language as proposed to him by Commissioner Matheson since the last Commission Meeting. Matheson reevaluated his previous motion of 4-year terms with 12 years maximum and would like to change it to the same as the US Presidency; two consecutive 4-year terms, a max of 8 years.**

**Commission discussion reviewed the terms, the percentage rate of 60 to pass in referendum, term limits, and ballot language. It was the pleasure of the board to breakdown the Resolution and vote on the two referendum questions individually.**

**6:58 PM MOTION: Move Resolution No. 60-2020, accept Item #1.**
**Moved by: Commissioner Bruner**
**Seconded by: Commissioner Glass Leighton**
**Motion passed unanimously.**

**7:04 PM MOTION: Move approval of Section 2 as published.**
**Moved by: Vice Mayor Clarke**
**Seconded by: Commissioner Matheson**
**Motion passed unanimously.**

**The City Manager confirmed that the Charter Advisory Board recommended other changes for the Commission to review that would be brought back to them in the next couple of months. Those changes were not changes to the Charter, but to Code, Sections 1 and 2.**

**7.** EXTENSION OF LOCAL EMERGENCY:

RESOLUTION No. 61-2020; 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.

**7:06 PM MOTION: Move to approve up to June 8th.**
**Moved by: Commissioner Clarke**
**Seconded by: Commissioner Glass Leighton**
**Motion passed unanimously.**

**Discussion of reopening playgrounds included posting signs and reaching out to the County. The City is prepared that it will receive public email outreach; the City Manager will follow the direction.**

**ORDINANCE FIRST READING**

**7:21 PM 8.** MINOR AMENDMENT TO AVONLEA PUD (QUASI-JUDICIAL):

ORDINANCE No. 2438-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MINOR AMENDMENT TO "THE NEW AVONLEA" PLANNED UNIT DEVELOPMENT (PUD); THEREBY AMENDING EXHIBIT NUMBER 11 OF THE NEW AVONLEA PUD, ENTITLED THE OFF-SITE INFRASTRUCTURE PLAN; AMENDING CONDITION NUMBER 25 ACCORDINGLY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**7:21 PM MOTION: So moved, motion to continue to date certain of May 26th.**
**Moved by: Commissioner Glass Leighton**
**Seconded by: Vice Mayor Clarke**
**Motion passed unanimously.**

**7:16 PM 9.** AMENDMENT TO CITY CODE OF ORDINANCES RELATING TO BUILDING REGULATIONS.

ORDINANCE No. 2440-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE EXISTING CHAPTER 10 OF THE CITY OF STUART CODE OF ORDINANCES ENTITLED "BUILDINGS AND BUILDING REGULATIONS" TO ALIGN WITH STATE CODE; TO ENABLE ENFORCEMENT OF CONTRACTOR LICENSING AND TO ESTABLISH SAFETY PROVISIONS FOR STORM SHUTTERS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

**Steve Nicolosi, Development Department Building Inspector briefly presented in person on the Code Regulations.**

**7:19 PM MOTION: Approve this change, amendment to the City code related to building regulations, Ordinance No. 2440-2020 as published and requested by staff.**
**Moved by: Vice Mayor Clarke**
**Seconded by: Commissioner Matheson**
**Motion passed unanimously.**

**Attorney Mortell requested the Mayor return to Agenda Item #8 for a Motion to continue to item to a date certain for the record.**

**7:22 PM 10.** STUART SPRINGTREE RPUD - FLUM AND RE-ZONING (QUASI-JUDICIAL):

ORDINANCE No. 2427-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN THEREBY ASSIGNING A FUTURE LAND USE DESIGNATION OF "MULTI-FAMILY RESIDENTIAL" FOR THREE PARCELS EQUALING 13.59 ACRES ANNEXED BY ORDINANCE NO. 2352-2017, OWNED BY STUART 13 ACRES, LLC, TIERRA DEL LAGO, INC. AND STUART HARBOR MARINA AND YACHT CLUB, LOCATED WEST OF S.E. FEDERAL HIGHWAY, SOUTH OF S.E. HARRISON STREET, AND NORTH OF THE NATALIE ESTATES MOBILE HOME PARK WITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY ESTABLISH THE STUART–SPRINGTREE RESIDENTIAL PLANNED UNIT DEVELOPMENT RPUD CONSISTING OF TWO HUNDRED EIGHTY (280) MULTI-FAMILY UNITS WITHIN SEVEN (7) INDIVIDUAL FOUR-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.

**Mayor Meier pointed out, for the record, that the description is no longer valid and needs to be updated.**

**Attorney Mortell agreed that the Ordinance title should be revised to reflect the amended plan.**

**Four (4) people sworn; Tom Reetz and Kevin Freeman of the City of Stuart Development Department, Michael Houston**

**Tom Reetz began with a presentation of the Springtree RPUD and the site plan approval to allow for 270 multi-family units and Kevin Freeman reviewed the Comprehensive Plan.**

**Intervenor, Attorney David Earl inquired on straight zoning, height limitations and questioned Kevin Freeman.**

**Michael Houston, HJA Design Studio Landscape Architect, who introduced the project team.**

**Mr. Houston presented the standard design, site location, site history including the density, environmental site characteristics, and the proposed revised site plan. Revisions included reduction in units, increased open space, two access points, sidewalks, a three-story front building, additional lighting, etc.**

**8:11 PM Mayor called a recess.**

**8:17 PM Returned from recess.**

**Intervenor, Mr. Earl questioned Mr. Houston.**

**Jim Lott of Waypoint came forward and proposed to the Commission about the demand for housing in Stuart, the uniqueness of the project, and feels they have addressed the concerns though they cannot satisfy everyone. Pros outway the cons.**

**Intervenor, Attorney Earl presented to include his previously presented and submitted presentation to the record as the main issues still stand. Compatibility is the largest concern.**

**Michael Houston returned to the podium to explain the Revised Traffic diagram with the Driveway Trips.**

**One (1) person sworn remotely:**
**Shaun MacKenzie of MacKenzie Engineering and Planning, Palm City, FL, sworn remotely via Zoom; new access to connect the project to US1 at north end and remove any connection previously shown to SE Harrison Street, with a right in and right out movement only to US1.**

**Vice Mayor Clarke confirmed density per the City's Code with Kevin Freeman. Received letter from Renee Nesbit, providing to Clerk for the record.**

**Commissioner Glass Leighton reported that her concerns are the density and would've preferred all the building been lowered to 3 stories.**

 **9:16 PM Public Comment:**

1) **David Keyes – Winter Haven Court; Commented that residents are not against the project, but against the scale of the project.**
2) **Suzanne Bowman – Winter Haven Court; Commented on the height, provided Clerk with documents, and displayed photos.**
3) **William Bowman – Winter Haven Court; Commented on high density in reference to the virus, traffic, sidewalks, etc. Feels it could be a judicial matter.**
4) **Melissa Iemmolo – Harrison Street; Commented on high density, stated they are trying to compromise.**
5) **John Irvin – Harrison Street; Density concerns, would like to see a traffic light on US1.**
6) **Robert Publicover - Springtree Place; Commented that 3 story buildings would still supply the demand.**
7) **Alek Londakis – Winter Haven Court; Three U-turns, compatibility, Crossings and Windjammer were used in comparison but those are two-stories.**
8) **Thomas Smart – Monroe Street; Concerns with density and safety.**
9) **Helen McBride – Flamingo Avenue; In favor of the project, commented that lately County residents are telling City commissioners how to run the City. Feels it is somewhere she and other senior citizens would like to live.**

**ZOOM:**

10) **Debbie Plat – Natalie Estates, Federal Hwy; resident next to Springtree, opposes project, commented on the traffic and difficulty exiting their development.**

11) Gayle Sneed – Springtree Place; Opposes the project, commented on safety issues.
12) Kathy Dorman – Madison Street; Opposes the density, agrees that we need affordable housing but doesn't feel the land should be maxed out.
13) Tasha Reeves, Springtree Place; Opposes project, concerns are density, traffic, and accidents; wants 3 stories instead of 4 stories.
14) Karin Noir - Springtree HOA Manager; Traffic concerns, convince the developer of a right-hand turn lane onto US1 may help.
15) Renee Hardy – Winter Haven Court; Opposes project.
16) Robert's Black – Winter Haven Court; Opposes project, agreed with all other neighbors, traffic concerns.
17) Christina Mann – Harrison Street; Appreciated the Harrison correction but additional safety concerns include traffic and the ditch nearby.

**Commissioners briefly commented.**

**9:09 PM MOTION: Move the Springtree RPUD Ordinance No. 2427-2020.**
**Moved by: Commissioner Bruner**
**Seconded by: Vice Mayor Clarke**
**Motion passed 4/1. 10:15 PM**

**Matheson - YES**
**Glass Leighton - NO**
**Bruner - YES**
**Clarke - YES**
**Meier - YES**

**ORDINANCE SECOND READING**

**No Ordinances for Secord Reading.**

**DISCUSSION AND DELIBERATION**

**10:15 PM ADJOURNMENT**

**Mary R. Kindel, City Clerk** **Michael J. Meier, Mayor**

**Minutes to be approved at the Regular Commission Meeting this 26th day of May, 2020.**

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

**Meeting Date:** 5/26/2020 **Prepared by:** David D. Peters

**Title of Item:**

EVOQUA WATER TECHNOLOGIES (RC):

RESOLUTION No. 56-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING A SINGLE SOURCE PROCUREMENT FOR THE REMOVAL OF RESIN AND GRANULAR ACTIVATED CARBON FROM THE WATER TREATMENT FACILITY EXCHANGE PRE-TREATMENT SYSTEM, DISPOSAL VIA INCINERATION, AND THE INSTALLATION OF A HYBRID DOWEX PSR2 PLUS CI ION-EXCHANGE RESIN AND A COAL BASED ULTRACARB 1240LCD FROM EVOQUA WATER TECHNOLOGIES IN AN AMOUNT NOT TO EXCEED $265,961.00. PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**Summary Explanation/Background Information on Agenda Request:**

Since commissioning the Ion-Exchange Pre-Treatment System we have conducted extensive water quality testing on each of the four (4) Ion-Exchange vessels. Based on the results we have determined a hybrid combination of the PSR2 Plus product as well as a coal based granular activated carbon provides optimum PFAS contaminant removal to levels far below the United States Environmental Protection Agency's Health Advisory Level of Seventy (70) parts per trillion, while providing a reduction in color units in the potable drinking water. When comparing both the "resin" and "total" treated bed volumes, the PSR2 Plus resin clearly performed the best. The PSR2 Plus can withstand the high Total Organic Compound environment without the need for pre-treatment, while also reducing PFAS levels to non-detect to past 60,000 bed volumes – longer than any of the other resins. In summary, it is our opinion that the Dowex PSR2 Plus Ion Exchange resin clearly provides the best performance at removing PFAS down to non-detect levels and treatment goals of 10 ug/L to 20 ug/L setup in 2017.

Before reaching the conclusion that the Single Source Procurement was the most cost-effective means of procuring the product, we published a formalized bid via Demand Star. One bid was received that was determined to be non-responsive. The difficulty in this process is that contractors must purchase the products directly from Evoqua and Evoqua provides the same contractual services.

Section 16 of the City's Procurement Policies and Procedures states "A contract may be awarded without competitive selection when the Financial Services Director determines, after conducting a good faith review of available sources, that there may be more than one source for the required goods but due to the exclusive distribution rights of the vendor; or the vendor is the single provider of goods or services which have unique characteristics essential to the operational needs of the using city department and no other product or service will be suitable for use by the using department; or the vendor has special ability to provide unique spare parts or unique emergency repair service; or the vendor has unique historical, institutional knowledge and experience which will provide a continuity of service not available from any other vendor. The Department completes the Single Source form stating why an item should be considered for Single Source procurement".

Section 5 of the City's Procurement Policies and Procedures states "The Commission has delegated the authority to execute two party or multi-party procurement contracts that are binding on the City to the City Manager as long as: a) the contracts are valued at less than $50,000.00; b) funds for the project have been

appropriated by the City Commission through the annual budgeting process; c) the contract commits the City to no other obligation than the expenditure of appropriated funds; and d) the vendor was selected in accordance with the City Procurement Policies.

**Funding Source:**

Funds were budgeted and remain available in the Water Treatment Team Operating Budget.

**Recommended Action:**

Adopt Resolution 56-2020 authorizing a single source procurement with Evoqua Water Technologies in an amount not to exceed $265,961.00.

**ATTACHMENTS:**

| | Description | Upload Date | Type |
|---|---|---|---|
| 🗋 | Res 56-2020 Sole Source | 5/19/2020 | Resolution add to Y drive |
| 🗋 | Memorandum dated May 7, 2020 | 5/7/2020 | Attachment |
| 🗋 | Evoqua PFAS Proposal | 5/7/2020 | Attachment |
| 🗋 | Kinley Horn Reccommendation Letter | 5/7/2020 | Attachment |

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

**RESOLUTION NUMBER 54-2020**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING A SINGLE SOURCE PROCUREMENT FOR THE REMOVAL OF RESIN AND GRANULAR ACTIVATED CARBON FROM THE WATER TREATMENT FACILITY EXCHANGE PRE-TREATMENT SYSTEM, DISPOSAL VIA INCINERATION, AND THE INSTALLATION OF A HYBRID DOWEX PSR2 PLUS CI ION-EXCHANGE RESIN AND A COAL BASED ULTRACARB 1240LCD FROM EVOQUA WATER TECHNOLOGIES IN AN AMOUNT NOT TO EXCEED $265,961.00. PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Stuart created a formal bid process for the removal and replacement of resin and coal at the Water Treatment facility, and

WHEREAS, the Public Works Director has provided evidence to the City Commission that pursuant to Section 16 of the City's Procurement Policy, this contract qualifies as a sole source because there are exclusive distribution rights and the vendor is the single provider of the goods and services which have unique characteristics which are essential to the operational needs of the Public Works Department.

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

SECTION 1: The City Commission of the City of Stuart hereby approves the single source procurement for the removal, incineration, and replacement of resin and a coal based carbon at the Water Treatment Facility's Ion-Exchange Pre-Treatment System in an amount not to exceed $265,961.00; subsequent to review and approval by City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption.

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

| | YES | NO | ABSENT | ABSTAIN |
|---|---|---|---|---|
| MICHAEL J. MEIER, MAYOR | | | | |
| EULA R. CLARKE, VICE MAYOR | | | | |
| BECKY BRUNER, COMMISSIONER | | | | |
| KELLI GLASS LEIGHTON, COMMISSIONER | | | | |
| MERRITT MATHESON, COMMISSIONER | | | | |

ADOPTED this 26th day of May, 2020.

ATTEST:

_____ _____

MARY R. KINDEL
CITY CLERK

MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____

MICHAEL MORTELL
CITY ATTORNEY

City of Stuart

David D. Peters | Public Works Director
121 SW Flagler Ave. Stuart Fl. 34994
Phone: 772.288.1292 Ext. 1

To: Louis Boglioli. Financial Services Director

David Dyess, City Manager

Subject: Single Source Procurement Date: May 10, 2020

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After extensive research, the Public Works Department is recommending a single source procurement of Dowex PSR2 Plus CI Ion Exchange Resin and Westates Coal Based UltraCarb 1240LCD Carbon from Evoqua Water Technologies.

The selection of these products is based on product performance over the past ten (10) months at the City's Ion Exchange Pre-Treatment System at the City's Water Treatment Facility.

Since commissioning the Ion-Exchange Pre-Treatment System we have conducted extensive water quality testing on each of the four (4) Ion-Exchange vessels. Based on the results we have determined a hybrid combination of the PSR2 Plus product as well as a coal based granular activated carbon provides optimum per-fluorinated contaminant removal to levels far below the United States Environmental Protection Agency's Health Advisory Level of Seventy (70) parts per trillion, while providing a reduction in color units in the potable drinking water. (see the attached letter from Kimley-Horn, the City's Engineering Consultant).

The estimated cost to remove, dispose, and replace the contaminated resin in two (2) of the four (4) vessels is $265,961.00. (see the attached quote from Evoqua Water Technologies).

Before reaching the conclusion that the Single Source Procurement was the most cost-effective means of procuring the product, we published a formalized bid via Demand Star. One bid was received that was determined to be non-responsive. The difficulty in this process is that contractors must purchase the products directly from Evoqua and Evoqua provides the same contractual services.

Funds were budgeted and remain available in the 2019/20 Water Treatment Team Operating Budget.

Section 5 of the City's Procurement Policies and Procedures states "The Commission has authorized the City Manager to delegate the authority to execute two party or multi-party procurement contracts that are binding on the City as long as : a) the contracts are valued at less than $50,000.00; b) funds for the project have been appropriated by the City Commission through the annual budgeting process; c) the contract commits the City to no other obligation

than the expenditure of appropriated funds; and d) the vendor was selected in accordance with the City Procurement Policy".

Section 16 of the City's Procurement Policies and Procedures states "A contract may be awarded without competitive selection when the Financial Services Director determines, after conducting a good faith review of available sources, that there may be more than one source for the required goods but due to the exclusive distribution rights of the vendor; or the vendor is the single provider of goods or services which have unique characteristics essential to the operational needs of the using city department and no other product or service will be suitable for use by the using department; or the vendor has special ability to provide unique spare parts or unique emergency repair service; or the vendor has unique historical, institutional knowledge and experience which will provide a continuity of service not available from any other vendor. The Department completes the Single Source form stating why an item should be considered for Single Source procurement. The City Manager will approve all Single Source Procurements over $25,000".

We therefore respectfully request that the City Manager approve this Single Source Procurement as outlined above, and the City Commission authorize the expenditure of funds in the amount of $265, 961.00 as a Single Source Procurement with Evoqua Water Technologies in accordance with the City's Procurement Policies and Procedures.

April 30, 2020

David D. Peters | Public Works Director | City of Stuart
Public Works Department
Phone: 772-288-1292 Ext. 1 Email: dpeters@ci.stuart.fl.us
121 SW Flagler Avenue, Stuart, Florida 34994
www.cityofstuart.us

Re: Resin Replacement PFAS

Dear Mr. Peters,

Evoqua Water Technologies (Evoqua) is pleased to submit this budgetary proposal. **Please be advised that this budgetary proposal is a non-binding commitment, is being utilized for review and informational purposes, and does not constitute an offer for acceptance.**

## SCOPE OF WORK

- Removal and incineration of GAC/IX hybrid mix in (2) vessels (1,130 cf total)
  - Please note that pricing assumes that material meets the radioactivity acceptance criteria. Otherwise additional costs apply.
- Supply and installation of a hybrid mix of UC1240LD low-density granular activated carbon and PSR2-PLUS resin.
  - Option 1: Approximately 72% resin, 28% GAC
    - 423.6 cf PSR2-PLUS per vessel
    - 163.6 cf UC1240LD per vessel
  - Option 2: Approximately 56% resin, 44% GAC
    - 317.7 cf PSR2-PLUS per vessel
    - 245.4 cf UC1240LD per vessel

## EXCHANGE PRICING

| | |
|---|---|
| **Removal & Disposal**<br>*Removal and disposal of 1,130 cf exhausted media from two vessels* | **$32,500** |
| **Option 1: 75% Resin, 25% GAC**<br>*Installation of 847.2 cf of PSR2-PLUS and 327.2 cf of UC1240LD.* | **$288,432**<br>*Resin: $312.48/cf*<br>*GAC: $72.43/cf* |
| **Option 2: 55% Resin, 45% GAC**<br>*Installation of 635.4 cf of PSR2-PLUS and 490.8 cf of UC1240LD.* | **$233,461**<br>*Resin: $321.88/cf*<br>*GAC: $58.93/cf* |

***This quote is for budgetary purposes only.***

**COMMERCIAL TERMS**

- Evoqua Water Technologies LLC's price does not include, and Evoqua Water Technologies LLC shall not be responsible for, any taxes, permits, tariffs, duties or fees (or any incremental increases to such taxes, permits, tariffs, duties or fees enacted by governmental agencies) unless specifically agreed herein or otherwise by Evoqua Water Technologies LLC in writing.
- The City of Stuart is responsible for disinfection of vessels and piping.

Thank you for this opportunity to provide this budgetary quotation. Please contact me at 954-702-1681 if you have questions or if we may be of further assistance. We look forward to working with you on this project.

Sincerely,

Josh Seidner
Evoqua Water Technologies LLC

Attachments:
Product Bulletins

# Westates® Coal Based Granular Activated Carbon - UltraCarb® 830LD and 1240LD Carbons

UltraCarb 830LD and UltraCarb 1240LD are virgin granular activated carbons produced from select grades of coal by a high temperature steam activation process under strict quality control. These materials have a large surface area, very good mechanical hardness, unique pore size distribution, low density, chemical stability and are well suited for liquid phase adsorption applications.

| **Typical Properties:** | | |
|---|---|---|
| **Parameter** | **UC 830LD** | **UC1240LD** |
| Material | Sub-bituminous coal | Sub-bituminous coal |
| Mesh Size, U.S. Sieve | 8x30 | 12x40 |
| | >8 mesh, 5% max. | >12 mesh, 5% |
| | <30 mesh, 5% mx. | <40 mesh, 4% |
| Iodine Number, mg/g | 900 min. | 900 min. |
| Hardness Number, min | 85 | 85 |
| Moisture (as packed) | 5% max. | 5% max. |
| Apparent Density, g/cc | 0.36 - 0.39 | 0.36 - 0.39 |
| Total Ash, % | 12 | 12 |
| Where applicable, all test methods are per ASTM procedures | | |

**Features and Benefits**

- ANSI/NSF Standard 61 approved
- Conforms to requirements established by the current ANSI/AWWA B604
- A detailed quality assurance program guarantees consistent quality from lot to lot and shipment to shipment

**Quality Control**

UltraCarb activated carbons are extensively quality checked at our State of California certified environmental and carbon testing laboratory located in Los Angeles, CA. Evoqua's laboratory is fully equipped to provide complete quality control analyses using ASTM standard test methods in order to assure the consistent quality of all Westates® carbons. Our technical staff offers hands-on guidance in selecting the most appropriate system, operating conditions and carbon to meet your needs. For more information, contact your nearest Evoqua representative

Product Data Sheet

# DOWEX™ PSR2 Plus Cl Ion Exchange Resin

For Selective Removal of Perchlorate from Potable Water

## Description

DOWEX™ PSR2 Plus Cl Ion Exchange Resin is a strong base anion exchange resin for the selective removal of perchlorate from potable water.

Designed to offer exceptional selectivity for perchlorate, the gel matrix also helps achieve high capacity while the uniform particle size (UPS) allows operation at lower pressure losses compared to conventional perchlorate removal resins.

## Typical Physical and Chemical Properties

| | |
|---|---|
| Matrix | Styrene-divinylbenzene, gel |
| Type | Strong base anion |
| Physical Form | White to yellow spherical beads |
| Ionic Form as Shipped | $Cl^-$ Form |
| Total Exchange Capacity | ≥ 0.7 eq/L |
| Water Retention Capacity | 25 – 35% |
| Particle Size | |
| Particle Diameter [b] | 700 ± 50 µm |
| Uniformity Coefficient | ≤ 1.1 |
| < 300 µm | 1% max |
| Particle Density | 1.07 g/mL |
| Bulk Density, as Shipped [c] | 690 g/L (43 lb/ft$^3$) |

[b] For additional particle size information, please refer to the Particle Size Distribution Cross Reference Chart (Form No. 177-01775).

[c] As per the backwashed and settled density of the resin, determined by ASTM D-2187.



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## Suggested Operating Conditions

| | |
|---|---|
| Maximum Operating Temperature | 60°C (140°F) |
| pH Range | 0 – 14 |
| Bed Depth, min. | 1000 mm (3.1 ft) |
| Typical Service Flowrate | 4 – 64 BV*/h (0.5 – 8 gpm/ft³) |
| Typical Linear Velocity | 12 – 54 m/h (5 – 22 gpm/ft²) |

* 1 BV (Bed Volume) = 1 m³ solution per m³ resin or 7.5 gal per ft³ resin

Please contact your Dow representative for system design and application testing details.

## Commissioning and Limits of Use

DOWEX™ PSR2 Plus Cl Resin is suitable for use in potable water applications after an initial commissioning pretreatment at ambient temperature.

## Note

These resins may be subject to drinking water application restrictions in some countries.

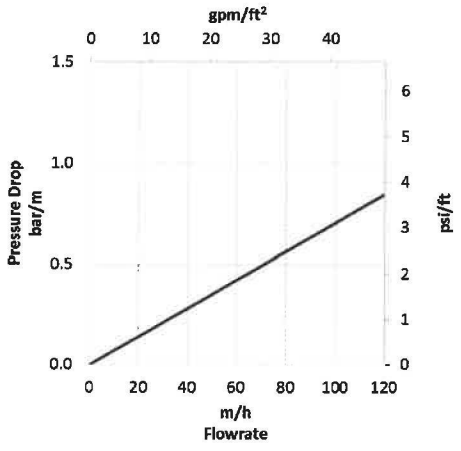
Please check the application status before use and sale.

## Hydraulic Characteristics

Pressure drop data for DOWEX™ PSR2 Plus Cl Resin as a function of service flowrate at 20°C (68°F) is shown in Figure 1. The pressure drop for other water temperatures can be calculated with the provided equations. Pressure drop data are valid at the start of the service run with clean water and a correctly classified bed.

**Figure 1: Pressure Drop**

Temperature = 20°C (68°F)




**For other temperatures use:**

$P_T = P_{20°C} / (0.026\ T_{°C} + 0.48)$, where P ≡ bar/m

$P_T = P_{68°F} / (0.014\ T_{°F} + 0.05)$, where P ≡ psi/ft

## Packaging

- 5-ft³ (0.14-m³) fiber drums
- 1000-L (264-gal) super sacks


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EVOQUA
WATER TECHNOLOGIES

May 4, 2020

David D. Peters
Public Works Director
City of Stuart
Public Works Department
121 SW Flagler Avenue
Stuart, FL 34994

Subject: Evoqua Qualifications for City of Stuart Resin Replacement

Dear David,

Evoqua Water Technologies LLC (Evoqua), headquartered in Pittsburgh, PA, is a leader in water and wastewater treatment products, systems, and services for industrial and municipal customers. With more than 170 locations worldwide and more than 140 service sites in 7 countries, Evoqua has more than 200,000 equipment installations. Evoqua employs more than 4,000, of which more than 140 are R&D personnel. Evoqua holds more than 1,600 patents and trademarks. One of our key product areas is the application of ion exchange resin for contaminant removal in municipal drinking water.

Our complete turnkey ion exchange resin services include technical support, design and manufacturing of ion exchange resin adsorbers (for sale or rental) and when the ion exchange resin is spent, we provide changeout and installation services, transportation and disposal. We are the preferred supplier of Dowex™ PSR2 Plus Ion Exchange Resin in North America, the resin selected by City of Stuart for replacement of resin in two (2) of the four (4) existing pre-treatment vessels at the City's Water Treatment Facility to remove PFAS from municipal drinking water.

As a complement to our media and equipment options, Evoqua offers a wide range of technical and field support services to help ensure that adsorber and ion exchange systems continue to operate efficiently, downtime is minimized, and plant personnel can stay focused on core operations. From analytical testing in our state-of-the-art laboratories to removal and reinstallation of new ion exchange resin media, Evoqua has the right services for your system and operating budget. We do it all while giving you peace of mind that your liability is minimized and compliance is ensured.

Our media services are offered either on an as-needed basis or as part of a comprehensive preventative maintenance or service contract. All services are performed by trained Evoqua employees who use company-owned transportation and specialty vehicles to perform the services. Our field service personnel have experience in maintaining and operating our own systems as well as equipment provided by other companies. Our technicians provide prompt and courteous service to help customers manage their water treatment system with minimum downtime and maximum use of direct labor and operating budgets. Our trained service technicians are ready to serve customers from more than 85 offices in North America. Local service branches allow us to schedule service and repairs when you need them, not when the airfare is cheaper. We are


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Subject to change without notice

positioned to reach more than 85% of the US population in less than a two-hour drive.

Peace of mind comes from knowing you can reach Evoqua 24 hours a day, seven days a week. Our customer service department is available to assist with information on parts, place orders, locate a local Evoqua service branch or contact a sales representative. If you have technical questions, we have industry experts ready to assist at our toll-free, technical support hotline.

Features and Benefits of Partnering with Evoqua:

- 85 sales and service branches located throughout North America, including seven (7) locations in Florida
- Equipment and services available as rental, and other easy methods of ownership
- OSHA certified and trained technicians
- Experienced personnel with extensive knowledge of federal and state environmental regulations
- Fully equipped testing and analytical laboratory
- Company-owned transportation/specialty vehicles and dedicated potable water transportation vehicles
- 24/7 telephone customer service support

For this opportunity, Evoqua Water Technologies LLC will utilize various facilities to support the City of Stuart service requirements. Locally, the Evoqua Water Technologies LLC service branch in DeLand, FL will provide operational personnel for changeout and installation services as well as support ongoing services at the site.

Evoqua has been selected as the supplier of treatment systems to remove PFAS from well water and surface water plants for drinking water applications with > 40 PFAS treatment installations throughout the United States including the first Dowex PSR2 Plus ion exchange resin system dedicated for PFAS treatment of municipal drinking water in the United States. Attached with this letter is Evoqua's *Position Paper* highlighting our technologies, solutions, and expertise in removing PFAS from contaminated water.

Evoqua takes exceptional pride in the high level of proficiency achieved in our procedures for removal and replacement of spent ion exchange resin. Evoqua has established state-of-the-art industry standards through innovation in equipment and excellence in personnel. The results of these achievements have made "change-outs" a faster, more efficient, smoother, and, most importantly, a safer procedure.

Evoqua maintains its own fleet of potable resin tankers. Fleet ownership provides an essential advantage as it allows control over design, use, safety, and maintenance. For drinking water applications all our service equipment (including potable bulk tankers) is cleaned and maintained in compliance with NSF 61 standards. Bulk resin tankers are washed (NSF 61 Wash Outs) prior to each service event.

Evoqua's service team also follows our Standard Operating Procedures (SOPs) for drinking water resin sluicing service, which have been developed based on our significant experience over the


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30+ years that we have been providing media and associated services within the drinking water market.

In conclusion, Evoqua is uniquely and specially qualified to provide turnkey removal and replacement of the resin/GAC material at the City's Water Treatment Facility. We look forward to working with you on this project.

Best regards,

*Josh Seidner*

Josh Seidner
Field Sales Engineer
ProAct Environmental Solutions (PES)

Cc: Caitlin Berretta – Evoqua Water Technologies
John Lombardo – Evoqua Water Technologies

Attachment: Position Paper


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# POSITION PAPER

## PFAS REMOVAL FROM CONTAMINATED WATER

Pittsburgh, PA

Number 1

## CARBON AND RESIN SOLUTIONS FOR PFAS

Contaminants known as perfluoroalkyl substances (PFAS) are increasingly being detected in water samples around the globe, even in remote areas far from manufacturing sources. The United States has been at the forefront of PFAS detection with many communities in different parts of the country raising concerns, which has created high-profile stories in the news. A 2016 study conducted by Harvard University found water supplies that serve 16.5 million people were contaminated with PFAS. Water supplies from 13 of the 33 states accounted for 75% of the PFAS detections.

PFAS have very strong chemical stability, and are resistant to degradation which helps explain why the contamination is so widespread. PFAS accumulate in the blood and certain organs of people and animals and remain in the bloodstream for years. The full health-impact of PFAS ingestion is still being studied, but according to the Center for Disease Control, lab studies have linked adverse health effects to growth, development, reproduction, and liver injury.

There are many sources of PFAS. These are man-made chemicals and are not naturally occurring. Their chemical strength - resistance to breakdown and repellant properties - is what makes them useful for such things as stain-resistance, furniture fabrics, food packaging and firefighting foams. It also makes them environmentally resilient. Groundwater near civilian airports, military fire training areas and industrial sites that use aqueous film forming foams (AFFF) are of great concern. PFAS has been found in landfill leachates, and municipal wastewater discharge streams.

Due to the increasing prevalence of the contamination and the significance of its long-lasting effects, the U.S. EPA set a Health Advisory Limit for PFOA and PFOS, at 70 ppt for a combined concentration. This has raised public health awareness and concern. However, the health advisory is non-enforceable and non-regulatory. Many states are enacting their own regulations. The previously mentioned Harvard study estimated 66 water supplies in the U.S. serving 6 million people, were found to have PFOS and PFAS above the EPA Health Advisory Limit.

At Evoqua, we have the expertise to transform the water and enrich the lives of the communities surrounding these contaminated areas. To that end we have multiple proven solutions that remove PFAS from water.

**Granular Activated Carbon (GAC)**

Granular Activated Carbon (GAC) has a long history of effective PFAS removal. GAC has the added distinction of being recommended by the EPA which has named GAC the 'Best Available Technology' for organic contaminant removal. GAC concurrently captures other regulated organic contaminants such as trichloroethylene (TCE,) total organic carbon (TOC,) and other regulated organic contaminants present in addition to PFAS. Additionally, GAC does not require any onsite chemicals or produce any liquid waste streams.

Evoqua offers three GAC products for PFAS removal: AquaCarb® CX, UltraCarb® 1240LD and UltraCarb® 1240AW. All products have optimized porosity for PFAS removal and can be applied to municipal (ANSI®/NSF® classified for use in potable applications), industrial, and remediation applications. It fully conforms to the physical, performance and leachability requirements established by ANSI/AWWA® B604.

Among its benefits, GAC can be reactivated for reuse. Once the carbon bed is exhausted, it is sent to an Evoqua reactivation facility. After reactivation the carbon is returned to service. In many applications AquaCarb CX will see an improvement in porosity through reactivation, making reactivation highly desirable and sustainable. Our detailed quality assurance program administered by our State-certified laboratory guarantees consistent quality from lot to lot and shipment to shipment.

**Single Pass Ion Exchange Resin**

Evoqua also offers single pass resin solutions for PFAS removal. As an alternative to GAC, PFAS-selective resins are extremely effective at removing a large range of chain lengths of PFAS and PFAS alternatives. These resins have high selectivity for PFAS chemicals which leads to long bed life. Additionally, resin can run at high flow rates which means it can accommodate small footprint requirements for customers. The resin is not affected as dramatically by TOC levels making performance easier to predict through modelling. This is useful to customers as they estimate lifecycle costs. These factors make resin a cost-effective solution to evaluate.

Like GAC, there is no liquid waste stream. Spent resin is often sent to a waste-to-energy facility for incineration where both the resin and the PFAS contaminants are destroyed.

Evoqua's recommended resin product is PSR2 Plus. This resin has been widely used for over 15 years for perchlorate removal. Treating the majority of both drinking water and remediation perchlorate groundwater contamination sites, this is a tried and true solution for many water purveyors.

Single pass ion exchange is being proven throughout the country for PFAS as well. Multiple locations have adopted this solution including a site in Stratmoor Hills, Colorado. This site has been using Evoqua's PSR2 Plus resin since 2017 to remove PFAS to meet Colorado drinking water standards which are more stringent than the EPA's health advisory.

**Summary**

Concern over PFAS contamination in community water supplies is quickly rising in the U.S. and around the world. Evoqua is positioned to provide multiple proven solutions to remove PFAS from water sources and produce clean, safe water for communities. Options include initial testing, pilot studies and installation. For GAC and resin solutions we provide turnkey delivery and slurry services as well. Customers find us easy to work with as we provide several clear choices of ownership.

Communities are lowering the detectable levels of PFAS in their water by using treatment systems by Evoqua. We provide case studies that illustrate the benefits and prove the science behind our efforts.

Evoqua Water Technologies continues to invest in GAC, resin, and membrane solutions. For the mitigation of future contamination, we are also developing technologies that destroy PFAS onsite. We understand that every water source is unique and we are confident that we can design a solution to meet a specific need.

EVOQUA WATER TECHNOLOGIES

210 Sixth Avenue, Suite 3300, Pittsburgh, PA 15222

**+1 (866) 926-8420** (toll-free) **+1 (978) 614-7233** (toll) www.evoqua.com

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Kimley»Horn

David D. Peters
Public Works Director
121 SW Flagler Avenue
Stuart, Florida 34994

Dear Mr. Peters,

Upon review of the last ten (10) months of operational data of the Per- and Poly-fluorinated substances (PFAS) Ion Exchange treatment system, we believe that the Dowex PSR2 Plus ion exchange resin has, and continues to be, the top performing resin out of the 4 tested. Each of the vessels contains the following media:

**Vessel 1: Calgon – PFAS Resin with GAC Topping**

PFAS treating resin: Calres 2304 – 459 $ft^3$

TOC Topping: Filtrasorb 400 – 106 $ft^3$ (Bituminous coal granular activated carbon (GAC))

**Vessel 2: Evoqua – PFAS Resin Only**

PFAS treating resin: Dowex PSR2 Plus – 564 $ft^3$

TOC Topping: None

**Vessel 3: Purolite – PFAS Resin with TOC Resin Topping**

PFAS treating resin: PFA694E – 425 $ft^3$

TOC Topping: A502P – 148 $ft^3$ (A macroporous resin)

**Vessel 4: Resintech – PFAS Resin with GAC Topping**

PFAS treating resin: SIR-110-HP – 452 $ft^3$

TOC Topping: AGC-30-AW – 113 $ft^3$ (Coconut shell GAC)

The City of Stuart (City) wellfield contains elevated levels of total organic carbon (TOC), a contaminant that affects and reduces the treatment capacity of each resin bed to remove PFAS. When TOC occupies a large portion of available surface area on each resin particle, that greatly reduces the amount of PFAS adsorption, it is known as blinding. To combat blinding and elongate the life of the resin, Calgon, Purolite, and Resintech utilized a pretreatment topping believed to help reduce TOC impact on the resin's ability to remove PFAS contaminants.

There are two terms that were used in evaluating the system performance, **resin BV's** and **total BV's**. It is important to distinguish between the two for the following reasons:

1) Calgon, Purolite, and Resintech implemented pretreatment resins/GAC that were used with the intent of making PFAS-adsorbing resin last longer. This was done by adding a topper of GAC or Resin above the PFAS resin bed. This represents "total BV's".

2) While both resin and GAC will remove PFAS from the water supply, another term "resin BV" can be used to evaluate the amount of water treated by the PFAS-adsorbing resin. While the argument can be made that the pretreatment will adsorb some of the PFAS, that is not its intended use. This was clearly demonstrated with Vessel 3 that used a topping resin for TOC reduction only. The others had a GAC topping which reduced both TOC and PFAS.

The thought process behind this was that no matter how much quantity of resin is loaded, if one resin is achieving a better ratio of water treated/amount of resin present, it distinguishes it as performing better. This is an important distinction, as both values represent two separate approaches to evaluating performance. The "total BV's" value compares each vessel as a system of pretreatment and PFAS-adsorbing media (used to evaluate if a topper would help elongate the life of the resin), where the "resin BV's" represent the amount of water treated by the PFAS-adsorbing resin. The intent was to evaluate all the resin manufacturers fairly and on an equal playing field, in the event the pretreatment wasn't effective.

As of 4/15/2020, Vessel 2's effluent stream PFOS+PFOA level is still undetected at **59,695** resin/total BV's. In comparison:

Vessel 1 broke through the effluent stream with 10 ppt on January 16th, 2020 at 45,602 resin BV's and 37,007 total BV's.

Vessel 3 broke through the effluent stream with 2 ppt on November 13th, 2020 at 38,150 resin BV's and 28,296 total BV's.

Vessel 4 broke through the effluent stream with 9 ppt on January 16th, 2020 at 48,180 resin BV's and 38,544 total BV's.

When comparing both the "resin" and "total" treated BV's, the PSR2 Plus resin clearly performed the best. The PSR2 Plus can withstand the high TOC environment without the need for pretreatment, while also reducing PFAS levels to non-detect to past 60,000 BV's – longer than any of the other resins.

Table 1 attached and below depicts the results for each vessel, with yellow highlighted sections representing breakthrough >10 parts per trillion (ppt) was detected, while orange represents that breakthrough ≥ 10 ppt was detected.

In summary, it is our opinion that the Dowex PSR2 Plus Ion Exchange resin clearly provides the best performance at removing PFAS down to non-detect levels and treatment goals of 10 ug/L to 20 ug/L setup in 2017 (see attached letter).

It is our recommendation to utilize the Dowex PSR2 Plus IX resin as the replacement resin for your PFAS treatment system, based on performance with the City's raw water supply.

Please call with any questions regarding these recommendations.

Sincerely,

Kimley-Horn and Associates, Inc.

Mark D. Miller, P.E.
Senior Vice President
FL PE #045320

Kimley»Horn

## Table 1: COS IX Resin Comparison

**CITY OF STUART - IX PFAS TREATMENT SYSTEM**

| VESSEL 1 - Calgon | Polymer Structure | Volume $(ft)^3$ | Weight (lbs) |
|---|---|---|---|
| CALRES 2304 | Gel - 100% N-Tri-Butyl Amine | 459 | - |
| Filtrasorb 400 | | 106.6 | 3,200 |
| Total | | 565.6 | 3,200 |
| Amount of media in top 25% ($ft^3$) | | 141.85 | |

| Date | INF PFOS+PFOA Level (ug/L) | EFF PFOS+PFOA Level (ug/L) | Gals Treated | Resin BV | Vessel BV |
|---|---|---|---|---|---|
| 11/13/2019 | 0.036 | U | 115,800,000 | 33,726 | 27,370 |
| 12/9/2019 | 0.130 | U | 130,445,000 | 37,991 | 30,831 |
| 1/16/2020 | 0.117 | 0.010 | 156,576,000 | 45,602 | 37,007 |
| 2/13/2020 | 0.090 | 0.003 | 174,187,000 | 50,731 | 41,169 |
| 3/12/2020 | 0.106 | 0.002 | 191,814,000 | 55,864 | 45,336 |
| 4/15/2020 | 0.116 | 0.012 | 214,386,000 | 62,438 | 50,671 |

| VESSEL 2 - Evoqua | Polymer Structure | Volume $(ft)^3$ | Weight (lbs) |
|---|---|---|---|
| Resin PSR2 Plus | Styrene-divinylbenzene | 564 | - |
| | | | - |
| Total | | 564 | 0 |
| Amount of media in top 25% ($ft^3$) | | 140.25 | |

| INF PFOS+PFOA Level (ug/L) | EFF PFOS+PFOA Level (ug/L) | Gals Treated | Resin BV | Vessel BV |
|---|---|---|---|---|
| 0.036 | U | 116,799,000 | 27,684 | 27,684 |
| 0.130 | U | 142,973,000 | 33,888 | 33,888 |
| 0.117 | U | 171,596,000 | 40,672 | 40,672 |
| 0.090 | U | 195,705,000 | 46,386 | 46,386 |
| 0.106 | U | 220,030,000 | 52,152 | 52,152 |
| 0.116 | U | 251,854,000 | 59,695 | 59,695 |

Note: U = Undetect

| VESSEL 3 - Purolite | Polymer Structure | Volume $(ft)^3$ | Weight (lbs) |
|---|---|---|---|
| PFA694E | Polystyrene crosslinked with divinylbenzene | 425 | 17,850 |
| A502P | Macroporous polystyrene crosslinked with divinylbenzene | 148 | - |
| Total | | 573 | 17,850 |
| Amount of media in top 25% ($ft^3$) | | 149.25 | |

| Date | INF PFOS+PFOA Level (ug/L) | EFF PFOS+PFOA Level (ug/L) | Gals Treated | Resin BV | Vessel BV |
|---|---|---|---|---|---|
| 11/13/2019 | 0.036 | 0.002 | 121,288,000 | 38,150 | 28,296 |
| 12/9/2019 | 0.130 | 0.003 | 136,595,000 | 42,965 | 31,868 |
| 1/16/2020 | 0.117 | 0.011 | 166,556,000 | 52,389 | 38,857 |
| 2/13/2020 | 0.090 | 0.010 | 185,298,000 | 58,284 | 43,230 |
| 3/12/2020 | 0.106 | 0.010 | 205,115,000 | 64,517 | 47,853 |
| 4/15/2020 | 0.116 | 0.017 | 227,236,000 | 71,475 | 53,014 |

| VESSEL 4 - Resintech | Polymer Structure | Volume $(ft)^3$ | Weight (lbs) |
|---|---|---|---|
| SIR-110-HP | Styrene-divinylbenzene | 452 | 18,532 |
| AGC-30-AW | Coconut Shell | 113 | 3,107 |
| Total | | 565 | 21,639 |
| Amount of media in top 25% ($ft^3$) | | 141.25 | |

| INF PFOS+PFOA Level (ug/L) | EFF PFOS+PFOA Level (ug/L) | Gals Treated | Resin BV | Vessel BV |
|---|---|---|---|---|
| 0.036 | U | 116,662,000 | 34,503 | 27,603 |
| 0.130 | U | 133,593,000 | 39,511 | 31,608 |
| 0.117 | 0.009 | 162,905,000 | 48,180 | 38,544 |
| 0.090 | 0.004 | 182,113,000 | 53,861 | 43,088 |
| 0.106 | 0.004 | 203,336,000 | 60,137 | 48,110 |
| 0.116 | 0.013 | 226,740,000 | 67,059 | 53,647 |

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

**Meeting Date:** 5/26/2020 **Prepared by:** Kev Freeman

**Title of Item:**

AUTHORIZATION TO APPLY FOR A COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT (RC):

RESOLUTION No. 62-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY FOR COMMUNITY PLANNING TECHNICAL GRANTS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**Summary Explanation/Background Information on Agenda Request:**

Staff have committed to the Community Redevelopment Board that efforts will be made to secure funding for the purpose of creating a strategic community and neighborhood plan for the US-1 corridor south of the Roosevelt Bridge.
The Florida Department of Economic Opportunity (DEO) anticipates that the Florida Legislature will appropriate funding for Community Planning Technical Assistance (CPTA) Grants for state fiscal year 2020-2021.
The CPTA Grants provide the opportunity to create innovative plans and development strategies to promote a diverse economy and meet the requirements of the Community Planning Act.
Any grant request for funding will need to be submitted to DEO on or before end of Friday, June 5, 2020. Submitting a request for funding does not guarantee that funding will be provided. DEO will consider grant requests received by the above date and time before the grant requests received after the above date and time.
The City's grant application will focus on the planning and economic development of the US-1 corridor as it passes through the Community Redevelopment Area south of the Roosevelt Bridge. This section of US-1 is particularly important as it fulfills a number of economic and community planning needs within the City.

1. Main transportation thoroughfare within the CRA.
2. Diverse backbone of economic, employment and business activity.
3. Buffer for the neighborhoods both east and west.

The economic and business functions of this corridor are under threat due to the impact of a changing retail market and COVID-19 constraints on business and community activity. A strategic community plan will assist in the continuation of the corridor as a main transportation link while at the same time protecting the local economy and neighborhood buffer function.
The grant application will seek to secure funding for a strategic land use and economic development plan. The strategy will identify and recommend potential amendments to the community redevelopment area plan and to the land development code.

**Funding Source:**

To be determined. a successful grant will operate on a reimbursement process. A consultant will need to be

procured through City procurement policy.

**Recommended Action:**

Recommend that the City Manager be authorized to sign an application for a DEO Technical Assistance Grant.

**ATTACHMENTS:**

| | Description | Upload Date | Type |
|---|---|---|---|
| 🗋 | RES:62-2020 Authorization to Apply CPTA Grant | 5/15/2020 | Resolution add to Y drive |
| 🗋 | DEO CPTA Grant Announcement | 5/15/2020 | Backup Material |

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

**RESOLUTION NUMBER 62-2020**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY FOR COMMUNITY PLANNING TECHNICAL GRANTS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

* * * * *

**WHEREAS**, the City of Stuart is interested in applying to the Florida Department of Economic Opportunity (FDEO) for Community Planning Technical Assistance Grants.

**WHEREAS,** the grant funding will be used for community planning and economic development strategies that implement the requirements in the Community Planning Act.

**WHEREAS,** the funds shall be used in respect of community development needs of a particular urgency because existing conditions pose a serious and immediate threat to the health and welfare of the community.

**WHEREAS,** the City Commission believes it is in the best interest of the City of Stuart to pursue Community Planning Technical Assistance Grants.

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

**SECTION 1:** The City Manager or its designee is hereby authorized to apply for the Community Planning Technical Assistance Grants.

**SECTION 2:** Further staff is authorized to pursue the Community Planning Technical Assistance Grants to address community planning and economic development strategies in respect of resilience, housing, neighborhood revitalization, commercial revitalization and economic development.

**SECTION 3:** This resolution shall take effect on adoption.

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

| | YES | NO | ABSENT | ABSTAIN |
|---|---|---|---|---|
| MICHAEL J. MEIER, MAYOR | | | | |
| EULA R. CLARKE, VICE MAYOR | | | | |
| BECKY BRUNER, COMMISSIONER | | | | |
| KELLI GLASS LEIGHTON, COMMISSIONER | | | | |
| MERRITT MATHESON, COMMISSIONER | | | | |

ADOPTED this ___day of _____, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

# Anticipated Funding Announcement: Community Planning Technical Assistance Grants, State Fiscal Year 2020-2021

## Purpose

The Florida Department of Economic Opportunity (DEO) anticipates that the Florida Legislature will appropriate funding for Community Planning Technical Assistance (CPTA) Grants for state fiscal year (SFY) 2020-2021. CPTA Grants provide counties, municipalities and regional planning councils the opportunity to create innovative plans and development strategies to promote a diverse economy, vibrant rural and suburban areas and meet the requirements of the Community Planning Act, while protecting environmentally sensitive areas. Understanding that many Florida communities have been impacted by hurricanes Irma and Michael, CPTA grants may also be used for disaster recovery or resiliency planning and economic development.

### Grant Request Submission Timeframe

Please submit a grant request for funding to DEO on or before Friday, June 5, 2020, at 11:59 p.m. Submitting a request for funding does not guarantee that funding will be provided. DEO will consider grant requests received by the above date and time before the grant requests received after the above date and time.

### Eligibility

Community Planning Technical Assistance grants are available to:

- Counties and municipalities; and
- Regional planning councils that propose projects on behalf of or for the benefit of counties, municipalities or the region and that have support, in writing, from the counties or municipalities affected by the proposed grant project.

### Grant Period

July 1, 2020 - June 30, 2021. DEO cannot accept requests for multi-year projects.

### Project Completion

All projects should be completed by May 31, 2021.

### Grant Type: Cost Reimbursement

At DEO's discretion, fixed price grant agreements may be considered on a case-by-case basis.

### Typical Award Range

Grant awards typically range from $25,000 to $40,000, but award amounts may vary.

### Project Types

The county, municipality or regional planning council develops projects that generally relate to community planning and economic development strategies that implement the requirements in the Community Planning Act. DEO encourages communities impacted by hurricanes Irma and/or Michael to apply for projects related to disaster recovery or resiliency. Previous grant projects include, but are not limited to: visual imaging for public projects; community redevelopment area plans and land development regulations; sea level rise impacts to stormwater outfalls in the Indian River Lagoon; amendments to comprehensive plans and land development regulations; and master plans for recreation, neighborhoods, infrastructure, urban design, etc. Applicants are encouraged to seek funding for innovative, creative or unique approaches to planning and development.

## Request for Funding

Funding requests should include the following:

### 1. Letter Request

- The county, municipality or regional planning council should submit a letter request to DEO that identifies
  - The specific grant project and its significance to the community or region;
  - The product that will be produced under the grant;
  - The total amount of funding requested; and
  - Any additional information about the proposed project that the county, municipality or regional planning council chooses to include for DEO's consideration.
- Letter requests should be addressed to:
  - Mario Rubio, Director
    Division of Community Development
    Florida Department of Economic Opportunity
    107 East Madison Street, MSC 160
    Tallahassee, FL 32399-4120

- **NOTE:** For a county or municipality, DEO asks that the letter request be signed by the chief elected official or the county or city manager.

## 2. Scope of Work

- A proposed scope of work that describes:
- The deliverables, which are descriptions of the specific work to be performed, including a clear, meaningful and feasible implementation component;
- The deliverable due dates (the dates the deliverables will be received by DEO);
- The project documentation that will be produced and provided to DEO to demonstrate that the work described in the deliverable has been completed; and
- The cost or payment amount for each deliverable.

## Scope of Work Examples

- The following links are to FY 2019-2020 Community Planning Technical Assistance grant agreements. The scopes of work in these grant agreements may be helpful in preparing a scope of work for this grant cycle (in particular, see scope of work paragraphs 2, 3 and 5 in each agreement):
- Hernando County – Develop a Master Plan for Anderson Snow District Park that will optimize park assets, plan for park upgrades, expand the park 43 acres, and identify opportunities for public/private partnerships while preparing a long-term vision that meets the needs of county residents.
- Liberty County – Collect analyzed data and prepare a long-term recovery plan that responds to the needs of Liberty County following Hurricane Michael. The long-term recovery plan will detail specific community actions to be taken, along with responsible parties and targeted funding sources, and follow the outline established by Florida's Post-Disaster Redevelopment Planning process and the National Disaster Recovery Framework.
- Loxahatchee Groves – Update and improve Loxahatchee Groves' planning "tool box," which includes creating and adopting a town GIS Future Land Use Map (FLUM) Series and Zoning Map Atlas.
- Monroe County – Update and streamline Monroe County Code Sections 114-2(a)(5) and 114-3 to reflect best practices in floodplain management. Update and republish the "Manual of Stormwater Management Practices" and "Layman's Brochure".
- Apalachee Regional Planning Council – Apalachee Online Phase 2: Expand platform funded with a FY 2018-2019 Community Planning Technical Assistance grant to include municipal future land use maps and create municipal websites to link the 27

municipalities in the region to the Apalachee Online resource. o Others are available upon request.

## Budget

- A budget that outlines anticipated expenditures by category.
- Examples include:
  - Contracted services for consultants or subcontractors;
  - Salaries and fringe benefits for work performed in-house; and
  - Equipment needed directly for the requested project.
- If indirect costs are sought, they should be identified along with a formula for calculating indirect costs. A federally-approved indirect cost rate, in effect at the time the request is submitted, may be included in the request for DEO's consideration.

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

**Meeting Date:** 5/26/2020 **Prepared by:** Stephen Mayer

**Title of Item:**

SHOPPES ON COLORADO ANNEX MUCCU (RC):

RESOLUTION No. 55-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CONSIDERING A MAJOR URBAN CODE CONDITIONAL USE APPROVAL TO ALLOW THE DEVIATION OF REQUIREMENTS REGARDING THE PRINCIPAL BUILDING PLACEMENT, FRONT STREET FAÇADE WIDTH, PARKING LOCATION, AND CERTAIN ARCHITECTURAL REQUIREMENTS WITHIN THE URBAN CENTER ZONING DISTRICT; APPROVING PLANS FOR DEVELOPMENT TO ALLOW THE CONSTRUCTION OF 11,929 SQUARE FEET OF COMMERCIAL OFFICE, RETAIL, AND RESTAURANT WITHIN TWO BUILDINGS; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; AND FOR OTHER PURPOSES.

**Summary Explanation/Background Information on Agenda Request:**

The applicant, Ted Glasrud Associates FL, LLC, is requesting a major urban code conditional use approval in accordance with Section 3.01.06 of the City of Stuart Land Development Code. The applicant is the owner of the property, located at between Frasier Creek and the existing Shoppes on Colorado, S Colorado Ave, and if granted, the conditional use would allow deviations from the Urban Code, Chapter 3 of the City of Stuart Land Development Code, to allow the construction of 11,929 square feet of commercial office, retail and restaurant.

The property is currently vacant and accommodates stormwater installations and utility easements that serve the surrounding area. The developable area of the property is compromised by utility easements and the proximity of Frazier Creek and the associated roadway bridge. Comparable stormwater infrastructure and related utility easements have been adjusted to be able to be accommodated within the proposed development of the property.

The applicant is required to request a Major Urban Code Conditional use due to the following deviations from the Urban Code:

A. Principal Building Location: The front façade shall be constructed parallel to the street along the front property line with a required build-to line of zero feet. The proposed site plan has the build-to line of 11.1 feet.

B. Façade Width. The front street façade width of the principal building shall not be less than 80% of the lot width. The proposed site plan has a building façade width of 27 %. However, a 50-foot right of way and a force main easement prevent the use of the entire lot width. The usable frontage is closer to 58 feet and therefore is close to 70%. It is important to note that most of that unused width space is being utilized as a 10-foot shoreline protection zone.

C. Parking Location. All parking shall be located behind the rear façade of the principal building or screened from public right-of-way by a street wall, other screening approved by the city development director, or landscape buffer. The applicant is proposing to screen the parking along the side of the building with landscaping.

D. Height. The minimum building height is shall be two stories or 26 feet. The proposed building is single storied,

with the top of the parapet wall at exactly 26 feet. The top of the roof is 24.4 feet and it is designed to appear like a two storied structure.

E. Architectural Requirements. Balconies are required along all street facades for all buildings. The ground floor along the front façade shall have doorways, arcades, or glazed openings with an aggregate width equal to at least 50% of the total façade width. Though the applicant has not provided arcades or balconies, the restaurant use along the street frontage will include a covered patio with railings, giving the street frontage a harder edge than an entirely open area and a front façade that includes a glass door and usable overhead garage doors will provide openings of more than 50% when open.

Furthermore, arcades are encouraged by staff as a continuation of the line of arcades along the street frontage on the west side of Colorado Street between Confusion Corner and Frazier Creek. This was indicated by a study that shows the possible redevelopment of this section of Colorado should include walkable streets. Although the applicant has not provided an arcade, the Frazier Creek bridge does provide an impediment in providing a full usable arcade where the building is proposed.

A more detailed analysis of the waivers to the urban code begins on page 7 of the staff report. Staff is in support of the waivers, with a minor recommendation to enhance the landscape buffer and pedestrian entrance into the site with flower boxes, arbors, trellis, flowering vines, and other landscaping materials to enhance this area as much as possible.

on May 5th, the Community Redevelopment Board (CRB) voted to recommend approval of the Major Urban Code Conditional Use with one vote recommending denial. The concerns brought up by the public centered around storm water treatment, the impact of development on mangroves along Frazier Creek and traffic. The applicant's engineer, Bill Mathers, and the owner's property management agent, Kristen Brown, responded directly to those concerns raised at the CRB and is requested by staff to address those concerns in their presentation to the City Commission.

**Funding Source:**

N/A

**Recommended Action:**

Motion approval of Resolution No. 55-2020.

**ATTACHMENTS:**

| | Description | Upload Date | Type |
|---|---|---|---|
| 🗋 | Staff Report | 5/13/2020 | Staff Report |
| 🗋 | R55-2020 Shoppes on Colorado MCCU | 4/24/2020 | Resolution add to Y drive |
| 🗋 | Site Plan | 4/24/2020 | Exhibit |
| 🗋 | Landscape Plan | 4/24/2020 | Exhibit |
| 🗋 | Elevations and Floor Plan | 4/24/2020 | Exhibit |
| 🗋 | Survey | 4/24/2020 | Exhibit |
| 🗋 | Traffic Analysis | 4/24/2020 | Attachment |
| 🗋 | 5-5-2020 CRB Minutes | 5/14/2020 | Backup Material |

# CITY OF STUART, FLORIDA
# CITY COMMISSION
# STAFF REPORT

**MEETING DATE:** May 26, 2020 **PREPARED BY:** Stephen Mayer

**PROJECT NAME:** Shoppes on Colorado Annex

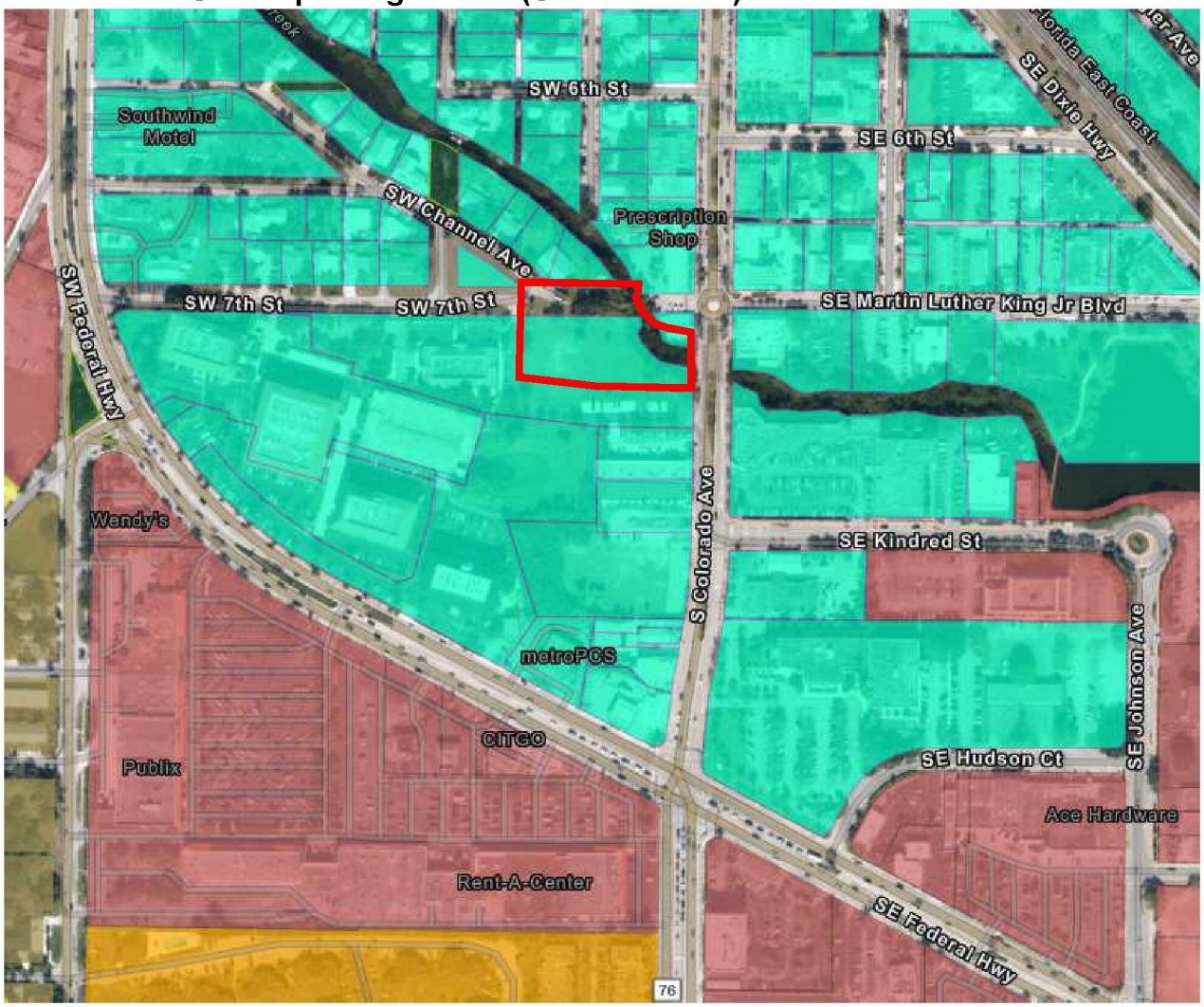
**PCN #:** 05-38-41-03-200-000-0200000.0

**TITLE OF ITEM:**
Request to consider a Major Urban Code Conditional Use approval to allow deviations from the Urban Code, Chapter 3 of the City of Stuart's Land Development Code, to allow the construction of 11,929 square feet of commercial office, retail and restaurant.

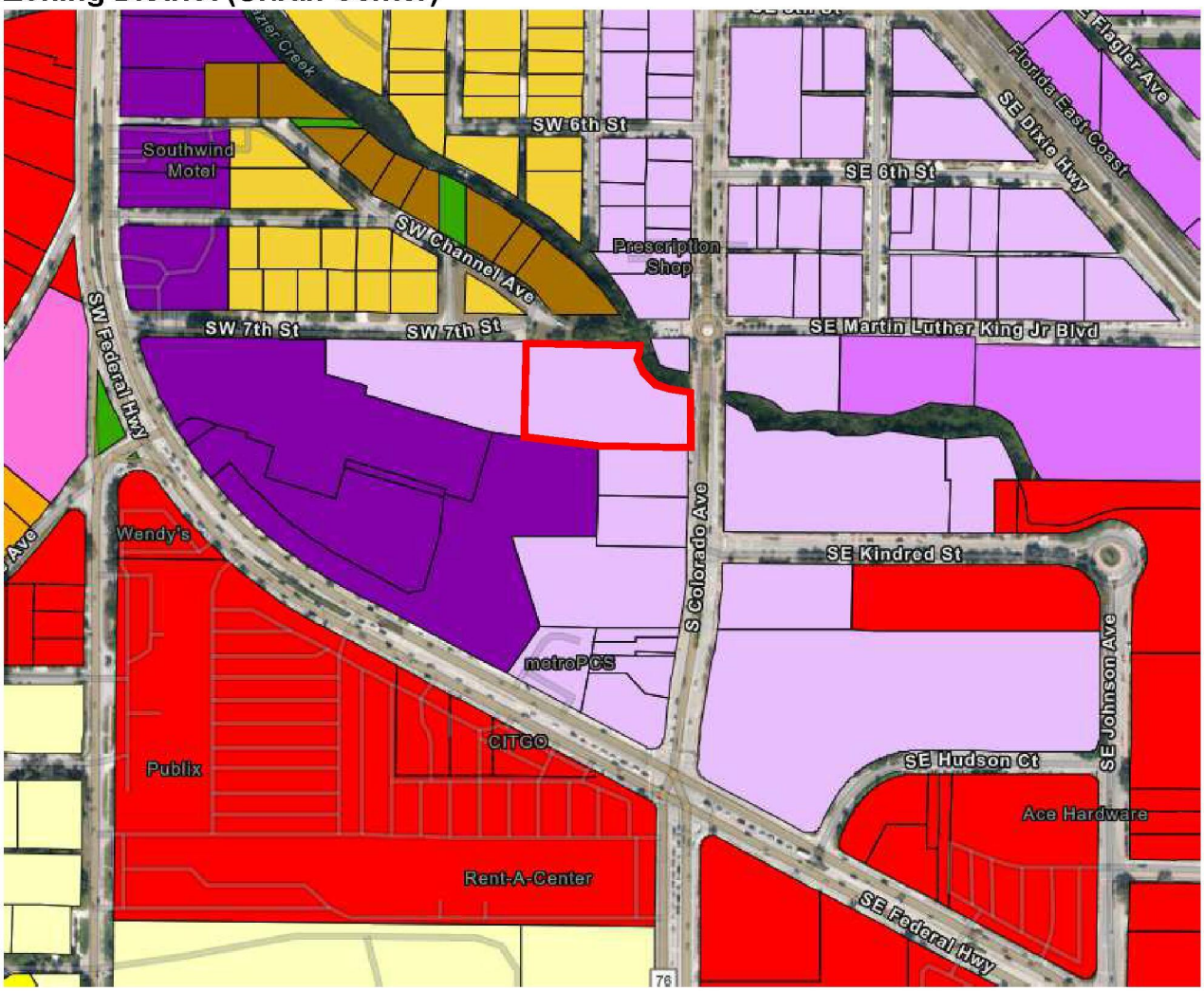
**Project Location**



## Future Land Use Map Designations (Urban District)



**Zoning District (Urban Center)**




## I. APPLICATION SUMMARY

The applicant, Ted Glasrud Associates FL, LLC, is requesting a major urban code conditional use approval in accordance with Section 3.01.06 of the City of Stuart Land Development Code. The applicant is the owner of the property, located at between Frasier Creek and the existing Shoppes on Colorado, on S Colorado Ave, and if granted, the conditional use would allow deviations from the Urban Code, Chapter 3 of the City of Stuart's Land Development Code, to allow the construction of 11,929 square feet of commercial office, retail and restaurant.

The property is currently vacant but currently has stormwater features that serve the surrounding area. The stormwater features and related utility easements have been planned for in the development of the property.

The applicant is required to request a Major Urban Code Conditional use due to the following deviations from the Urban Code:

A. Principal Building Location: The front façade shall be constructed parallel to the street along the front property line with a required build-to line of zero feet. The proposed site plan has the build-to line of 11.1 feet.

B. Façade Width. The front street façade width of the principal building shall not be less than 80% of the lot width. The proposed site plan has a building façade width of 27 %. However, a 50-foot right of way and a force main easement prevent the use of the entire lot width. The usable frontage is closer to 58 feet and therefore is close to 70%. It is important to note that most of that unused width space is being utilized as a 10-foot shoreline protection zone.

C. Parking Location. All parking shall be located behind the rear façade of the principal building or screened from public right-of-way by a street wall, other screening approved by the city development director, or landscape buffer. The applicant is proposing to screen the parking along the side of the building with landscaping.

D. Height. The minimum building height is shall be two stories or 26 feet. The proposed building is single storied, with the top of the parapet wall at exactly 26 feet. The top of the roof is 24.4 feet and it is designed to appear like a two storied structure.

E. Architectural Requirements. Balconies are required along all street facades for all buildings. The ground floor along the front façade shall have doorways, arcades, or glazed openings with an aggregate width equal to at least 50% of the total façade width. Though the applicant has not provided arcades or balconies, the restaurant use along the street frontage will include a covered patio with railings, giving the street frontage a harder edge than an entirely open area and a front façade that includes a glass door and usable overhead garage doors will provide openings of more than 50% when open.

Furthermore, arcades are encouraged by staff as a continuation of the line of arcades along the street frontage on the west side of Colorado Street between Confusion Corner and Frazier Creek. This was indicated by a study that shows the possible redevelopment of this section of Colorado should include walkable streets. Although the applicant has not provided an arcade, the Frazier Creek bridge does provide an impediment in providing a full usable arcade where the building is proposed.

## II. HISTORY

The property is currently vacant and is located south of Frazier Creek on S. Colorado Avenue.

## III. ZONING AND LAND USE

| | |
|---|---|
| ***Site Location*** | Address not assigned<br>S Colorado Ave between Frasier Creek and the existing Shoppes on Colorado at 716 S Colorado |
| ***Parcel Size (area)*** | 1.64 Acres |
| | |
| ***Subject Property Land Use*** | Downtown Redevelopment |

| | | |
|---|---|---|
| ***Adjacent FLU (Future Land Use)*** | *North* | SW 7th Street/Downtown Redevelopment |
| | *South* | Downtown Redevelopment |
| | *East* | S Colorado/Downtown Redevelopment |
| | *West* | Downtown Redevelopment |
| | | |
| ***Subject Property Overlay Zoning*** | Urban Center | |
| | *North* | SW 7th Street/ Urban Waterfront |
| | *South* | Urban Center |
| | *East* | S Colorado/ Urban Center |
| | *West* | Urban Center |
| ***Proposed Use*** | Office/Retail and Restaurant | |
| ***Present Use*** | Vacant | |
| **ROADWAY AND UTILITIES** | | |
| ***Street Functional Classifications*** | Collector | |
| ***Utilities*** | Existing | |

## IV. EXISITING CONDITIONS:



## V. PUBLIC NOTIFICATION:

The legal notification requirements have been met for this request of a **Major Urban Code Conditional Use** approval. In accordance with the requirements set forth in Section 11 of the City of Stuart's Land Development Code. Documentation of the public notice is part of the record as well as on file within the City Development Department.



## II. STANDARDS FOR URBAN CODE CONDITIONAL USE REVIEW: LAND DEVELOPMENT CODE – SECTION 6.00.04 and SECTION 3.01.06

**NOTE THAT THE REQUEST IS FOR AN ALLOCATION OF RESIDENTIAL DENSITY ONLY, AS SUCH THE PROPOSAL IS CONSIDERERED TO BE A NON-SUBSTANTIAL RENOVATION.**

The city commission may grant a major Urban Code conditional use and the city community redevelopment board may grant a minor Urban Code conditional use. The review of major and minor Urban Code conditional use applications shall follow the procedures set forth in section 11.01.10 relating to major conditional use approval review, including, but not limited to, required findings of fact, conditions, notice, public hearing, standards, burden of proof, revocation and expiration. Approval of an Urban Code conditional use shall only be granted if the applicant can demonstrate that the request is consistent with and will further the implementation of this Code, the CRA redevelopment plan, the city comprehensive plan and will measurably improve the form, function and traditional neighborhood characteristics of the Urban Code District. The procedure for a major Urban Code conditional use shall follow the procedures set forth at section 11.01.10 with respect to submittal information and required notice for a major conditional use approval. The procedure for a minor Urban Code conditional use shall follow the procedures set forth in section 11.01.10 with respect to submittal information and required notice for a major conditional use approval; however, mailed notice shall only be required to be provided to property owners which are directly abutting the subject property, and a minor Urban Code conditional use shall be granted by the city community redevelopment board.

1. Minor Urban Code conditional use. A minor Urban Code conditional use shall be required for relief from the following regulations of the Urban Code; public art, and architectural materials.

2. Major Urban Code conditional use. A major Urban Code conditional use shall be required for relief from the following regulations of the Urban Code; density, permitted uses**, setbacks, location of parking, location of buildings and structures, conflicts with utilities**, curb cuts, historic buildings, pitched roofs in the Old Downtown District, **number of stories**, building height not to exceed 45 feet, parking located within a building envelope, location of a formula business, and **architectural requirements**. (bolded words added for emphasis)

a. Review. Upon submittal of an application for a major Urban Code conditional use the city development department shall review all applicable portions of this code and the comprehensive plan and shall make a recommendation to the community redevelopment board followed by a recommendation to the city commission. Prior to its consideration by the city commission, the city community redevelopment board shall review the application and make an advisory recommendation thereon to the city commission. A major Urban Code conditional use may be granted by the city commission upon a determination that the design objectives set forth in this section and site qualitative design development standards set forth in section 6.00.04 have been substantially satisfied. Unless a longer timetable is granted by the community redevelopment board and city commission, a building permit shall be obtained no later than 12 months from the approval date of a major Urban Code

conditional use. A certificate of occupancy shall be obtained no later than 30 months from the issuance of a building permit.

b. Design objectives. The design objectives established in this section are intended to promote superior site and building design and shall be applied by the city in the review of a development plan. In order to achieve substantial conformance with the design objectives the city commission may impose development conditions and operational requirements in order to satisfy the design objectives. A major Urban Code conditional use may be granted only when an applicant presents clear and convincing evidence that the proposed development will result in a superior product that is compatible with the surrounding neighborhood and achieves substantial conformance with the design objectives outlined in this section.

1. ***Building height.*** The proposed building height is proportional to the adjacent uses and is at least 26 feet when measured to the maximum height of the parapet wall. Therefore, staff is in support of deviating from a requirement that the minimum building height shall be two (2) stories, as the adjacent use to the west is single story, the applicant has designed the building to appear as a two story building, and the height of 26', although it is not usable space, is technically achieved.

**STAFF RECOMMENDS APPROVAL OF THE DEVIATION FROM CODE – SINGLE STORY BUILDING SHOULD BE ALLOWED IN THIS LOCATION.**

2. Setbacks. The front build-to line is zero feet in the Urban Center, which is to promote an urban street frontage and maximum building envelopes. However, the applicant does have site constraints that make achieving that goal difficult. The Frazier Creek bridge cuts back from a higher elevation and has a significant and required railing. This railing would prevent a reasonable connection of a ground floor building front to the sidewalk. Therefore, it is reasonable to allow a moderate setback from the sidewalk to create a usable space for the restaurant use. This setback is 11.1 feet and is the minimum amount of waiver that is reasonable to request. The urban street frontage should still be achievable under this circumstance.

**STAFF RECOMMENDS APPROVAL OF THE DEVIATION FROM CODE – AN 11-FOOT FRONT SETBACK SHOULD BE ALLOWED IN THIS LOCATION DUE TO SITE CONSTRAINTS.**

3. Commercial uses. The proposed development includes a mix of commercial uses and is encouraged.

**NO REQUEST TO DEVIATE FROM CODE**

4. Architectural treatments. Architectural treatments on the principal building facade are continued around all sides of the building that are visible from the public realm. The applicant has provided a quality development that achieved most of the requirements of code. However, the applicant requires deviation from the requirement of balconies, which correspond with the requirement of a two-story building, and the provision of an arcade, which corresponds with the provision of a zero-lot line street façade. Because both

corresponding requirements are also not reasonably provided, the requirements of balconies and a full arcade should also be waived.

**STAFF RECOMMENDS APPROVAL OF THE DEVIATION FROM CODE – DUE TO NOT HAVING A USABLE SECOND STORY OR STREET FRONTAGE ALONG THE SIDEWALK, THE ARCHITECTURAL REQUIREMENTS FOR A BALCONY AND ARCADE SHOULD BE WAIVED AS WELL.**

5. Curb Cuts. The existing curb cut can remain.

**NO REQUEST TO DEVIATE FROM CODE**

6. Defined entrance. The primary building entrance is a prominent feature that is well lit and visible and directly accessible from a public street. To the extent possible, the primary building entrance should be defined and articulated with pediments, pilasters, columns, porticoes, porches, overhangs, railings, or other architecturally compatible elements. The applicant is encouraged to provide these features in the "via" created by the sidewalk entrance.

**NO REQUEST TO DEVIATE FROM CODE**

7. Pedestrian amenities. Pedestrian amenities in the form of an 8' sidewalk.

**NO REQUEST TO DEVIATE FROM CODE**

8. Patio gardens. The proposed structure incorporates a small area along the street frontage where a force main easement exists. The applicant has attempted to provide a landscape buffer area which include 2 Live Oaks and 2 Crepe Myrtles and a mixture of shrubs. Staff recommends adding flower boxes, arbors, trellis, flowering vines, and other landscaping materials to enhance this area as much as possible.

**STAFF RECOMMENDS ADDITIONAL PLANTING AS A RESULT OF THE REQUESTED DEVIATION OF THE CODE TO ALLOW THE PARKING ALONG THE RIGHT OF WAY, AND IN THE SIDE LOT AND IN VIEW OF COLORADO AVENUE.**

9. Varying roof lines. Roofs shall have three or more roof slope planes per primary facade, sloping roofs or have vertical roof changes with a minimum change in elevation of two feet.

**NO REQUEST TO DEVIATE FROM CODE**

10. Elevation plane variation. The elevation plane variation is identified as the exterior wall of a structure or building. For planes 50 feet or less, the secondary plane shall project at least two feet from the primary plane and make up at least five percent of the entire elevation. For planes larger than 50 feet, the secondary plane shall project at least two feet from the primary plane and make up at least 30 percent of the entire elevation.

**NO REQUEST TO DEVIATE FROM CODE**

11. Blank walls. Long, windowless, uninterrupted walls shall be avoided. Transparent windows or faux windows or shutters shall comprise at least 30 percent of street and water side exterior elevations and blank wall areas shall not exceed ten feet in vertical direction and 20 feet in horizontal direction of any facade.

**NO REQUEST TO DEVIATE FROM CODE**

12. Enhanced landscaping. Landscaping shall be planted over and above city code requirements with respect to size, quantity, and quality. The applicant shall abide by the tree replacement formula and disposition plan. The applicant is providing 48 canopy and 77 total trees. The required number of trees is 22.

**NO REQUEST TO DEVIATE FROM CODE**

14. Improvements to the surrounding neighborhood. The applicant proposes to make improvements such as; burying utility lines, replacing existing sidewalks with stamped concrete or pavers, providing pedestrian walkways constructed of stamped concrete or pavers, or other improvements.

**NO REQUEST TO DEVIATE FROM CODE**

15. Green Space. The applicant is providing the required 10-foot shoreline protection zone along Frazier Creek and is providing a total of 25,295 square feet of open space, or 35.4%. This is just above the minimum of 35%. The applicant is providing 19,920 square feet of landscaping, or 27.8%, which is above the minimum 20%.

**NO REQUEST TO DEVIATE FROM CODE**

**Sec. 6.00.04. - Site design qualitative development standards.**

A. Generally. The intent of these site design qualitative development standards is to establish qualitative standards to be applied by the city in the review of residential development plans, minor development plans and major development plans submitted to the city as required by this Code. The purpose of these standards is to ensure that all site plan development complies with the comprehensive plan of the city and with the Stuart land development regulations and to promote harmonious and compatible development within the city.

B. Standards.

1. Harmonious and efficient organization. All elements of a development plan shall be organized harmoniously and efficiently in relation to topography, the size and type of the subject property, the character and development of nearby property, and the type and size of buildings. Site improvements shall be arranged to have minimal effects on nearby property and in a manner that will not impede the development of nearby property for uses permitted by the Stuart Comprehensive Plan and this Code. – **NO CHANGE TO EXISTING LAYOUT – NOT PART OF THIS REQUEST**

2. Preservation of natural conditions. The landscape shall be preserved in its natural state to the maximum degree practical by minimizing tree and soil removal and by other appropriate site planning techniques. Terrain and vegetation shall not be disturbed in a manner likely to increase soil erosion in or near the site or to harm endangered or threatened plant or animal populations. **MINIMAL IMPACT ON EXISTING SITE CONDITIONS**

3. Screening and buffering. Fences, walls, or vegetative screening shall be provided where needed to protect the occupants of the site from undesirable views, lighting, noise or other adverse effects of nearby property, and to protect the occupants of nearby property from like adverse effects produced by the development of the site. - **APPLICANT TO DISCUSS**

4. Enhancement of residential privacy. The development plan shall provide reasonable visual and auditory privacy for all dwelling units located within and near the site. Fences, walls, barriers and vegetation shall be arranged to protect and enhance the appearance of the site and the privacy of the occupants. - **APPLICANT TO DISCUSS**

5. Emergency access. Buildings, walls, landscaping and other site features shall be arranged and constructed to permit access by emergency vehicles to all buildings. - **NO CHANGE TO SITE ACCESS, INTERNAL CIRCULATION HAS BEEN APPROVED BY FIRE RESCUE AND PUBLIC WORKS.**

6. Access to public and private ways. All buildings, dwelling units and other facilities designed or intended for occupancy or assembly shall have safe and convenient access to public and private ways including streets, sidewalks and parking areas, and to other areas on the site designed or intended for common use. - **NO CHANGE TO SITE ACCESS, INTERNAL CIRCULATION HAS BEEN APPROVED BY FIRE RESCUE AND PUBLIC WORKS.**

7. Pedestrian circulation. For developments which include residential units, the pedestrian circulation system shall be separated to the maximum extent possible from the vehicular circulation system. Sidewalks shall be provided if desirable for pedestrian safety and shall be constructed in accordance with city standards. – **THE APPLICANT IS PROVIDING AN 8' SIDEWALK AND CONNECTION TO EXISTING SIDEWALKS.**

8. Location and design of access drives. Access drives to the site shall be located and designed to maximize public safety and convenience and to minimize negative traffic impacts on property. Access improvements located both on and off the site shall be provided if desirable for public safety. - **NO CHANGE TO SITE ACCESS.**

9. Coordination of on-site and off-site circulation. The arrangement of on-site public and private ways including streets, sidewalks, bicycle paths and parking areas for vehicular and pedestrian circulation shall be coordinated with the existing and planned pattern of off-site public and private ways for vehicular and pedestrian circulation. – **THE PROPOSED DEVELOPMENT WILL BE FACILITED BY THE USE OF AN EXISTING DRIVEWAY, WHICH WILL PROVIDE CIRCULATION TO S COLORADO AVE.**

10. Location and design of on-site ways. On-site public and private ways including streets, sidewalks, bicycle paths and parking areas shall be located and designed to occupy no more land than is required to provide safe and convenient vehicular and pedestrian circulation. Such ways shall not unnecessarily fragment development into small areas or segments. **APPLICANT TO DISCUSS**

11. Drainage. Stormwater drainage shall be accommodated on the site or shall be removed from the site in a manner which does not adversely affect nearby property or the public storm drainage system. The necessary facilities, including grading, gutters, piping and the treatment of soil, shall be provided to accommodate stormwater retention, percolation and drainage, and to prevent erosion and the formation of silt. **– APPLICANT TO DISCUSS**

12. Exterior lighting. Exterior lighting shall not produce glare on nearby property or otherwise interfere with the quiet enjoyment of nearby property or with public safety and convenience. **– LIGHTING WILL BE REVIEWED AT BUILDING SITE PLAN**

*The site plan application has been reviewed by Fire Department and Public Works reviewers and is required to meet applicable access requirements. The reviewers provided comments that will impact the final engineered drawings, but does not impact the development site plan.*

## VIII. STAFF RECOMMENDATION

Based upon compliance with the City of Stuart's Comprehensive Plan and the pertinent standards found within Section 3.01.06 of the City of Stuart's Urban Code, staff recommends ***APPROVAL*** of the applicant's request to consider a ***MAJOR URBAN CODE CONDITIONAL USE*** to allow deviations from the Urban Code, Chapter 3 of the City of Stuart's Land Development Code, to allow the construction of 11,929 square feet of commercial office, retail and restaurant. with the conditions attached the draft Resolution 55-2020.

On May 5, 2020, the Community Redevelopment Board (CRB) recommended approval of the Urban Code Conditional Use. The concerns raised by the public and discussed by the board regarded storm water, the need to trim mangroves back from Frazier Creek, and traffic. The applicant addressed those concerns with expert testimony, in regards to the engineering of the site, the review of the traffic analysis and the legal permitting of mangrove trimming.

Staff is recommending approval of this request.

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

**RESOLUTION NUMBER 55-2020**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CONSIDERING A MAJOR URBAN CODE CONDITIONAL USE APPROVAL TO ALLOW THE DEVIATION OF REQUIREMENTS REGARDING THE PRINCIPAL BUILDING PLACEMENT, FRONT STREET FAÇADE WIDTH, PARKING LOCATION, AND CERTAIN ARCHITECTURAL REQUIREMENTS WITHIN THE URBAN CENTER ZONING DISTRICT; APPROVING PLANS FOR DEVELOPMENT TO ALLOW THE CONSTRUCTION OF 11,929 SQUARE FEET OF OFFICE, RETAIL AND RESTAURANT WITHIN TWO BUILDINGS; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; AND FOR OTHER PURPOSES.**

* * * * *

**WHEREAS,** the City Commission of Stuart, Florida, has adopted and administers Section 3.01.06 of the Land Development Code; and

**WHEREAS,** the applicant, Ted Glasrud Associates FL, LLC (The "Owner") filed an application for a Major Urban Code Conditional Use Permit to allow deviations from the Urban Code, Chapter 3 of the City of Stuart's Land Development Code, to allow the construction of 11,929 square feet of commercial office, retail and restaurant at S Colorado Ave, Stuart, Florida.

**WHEREAS**, the City Commission held a properly noticed hearing on May 26, 2020, to consider the application for a reduction of required parking as a conditional use; and

**WHEREAS,** at a public hearing the applicant has shown by substantial competent evidence that the proposed use does not create any detrimental effects on adjacent properties, within three hundred (300) feet of the proposed location; and

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

SECTION 1: Subject to the conditions attached hereto, the City Commission hereby grants a Major Urban Code Conditional Use Approval to Robert Levy, as the contract purchaser of property on S Colorado Ave, Stuart, Florida, with the PCN Number of 05-38-41-03-200-000-0200000.0. This conditional use runs with the land; and

SECTION 2: A legal description of the Property is set forth in **Exhibit A** of this Resolution. A survey depicting the property and location of the property is attached hereto as **Exhibit B** and made a part hereof by reference; and

SECTION 3: The site layout, landscaping, tree mitigation, elevations and parking locations are defined on the site plan, landscape plan and elevations herein and attached hereto as **Exhibit C**; and

SECTION 4: This resolution shall take effect upon adoption; and

SECTION 5: The project shall be completed via a Certificate of Occupancy by June 1, 2022, or this Major Urban Conditional Use shall be deemed void.

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

| | YES | NO | ABSENT | ABSTAIN |
|---|---|---|---|---|
| REBECCA S. BRUNER, | | | | |
| EULA R. CLARKE, | | | | |
| KELLI GLASS LEIGHTON, | | | | |
| MERRITT MATHESON, | | | | |
| MIKE MEIER, | | | | |

ADOPTED this ___ day of _____, 2020.

ATTEST:

_____ _____

MARY R. KINDEL
CITY CLERK

MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____

MICHAEL MORTELL
CITY ATTORNEY

STATE OF _____

COUNTY OF _____

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:

## ACCEPTANCE AND AGREEMENT

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

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

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

OWNER

By:_____
Ted Glasrud Associates FL, LLC

## 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:

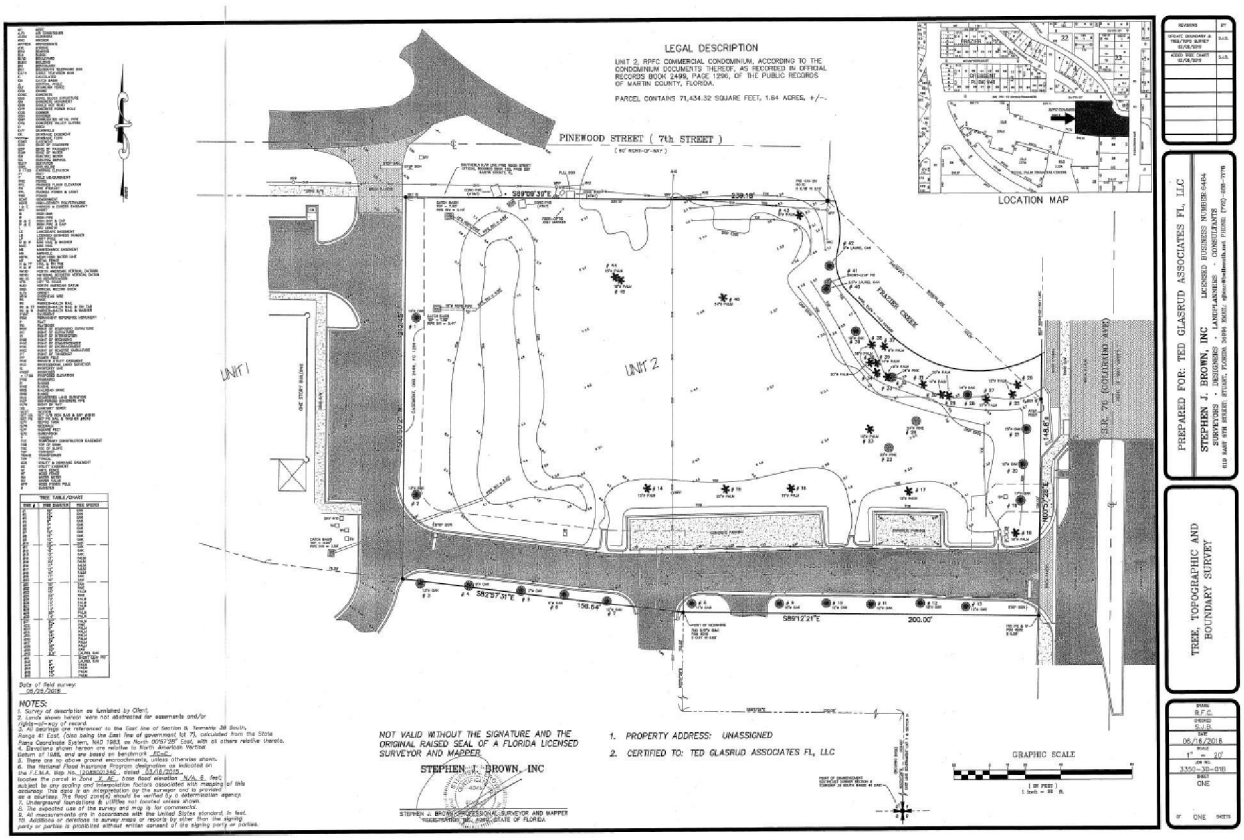
**Exhibit A – Legal Description**

## LEGAL DESCRIPTION

UNIT 2, RPFC COMMERCIAL CONDOMINIUM, ACCORDING TO THE CONDOMINIUM DOCUMENTS THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 2499, PAGE 1296, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

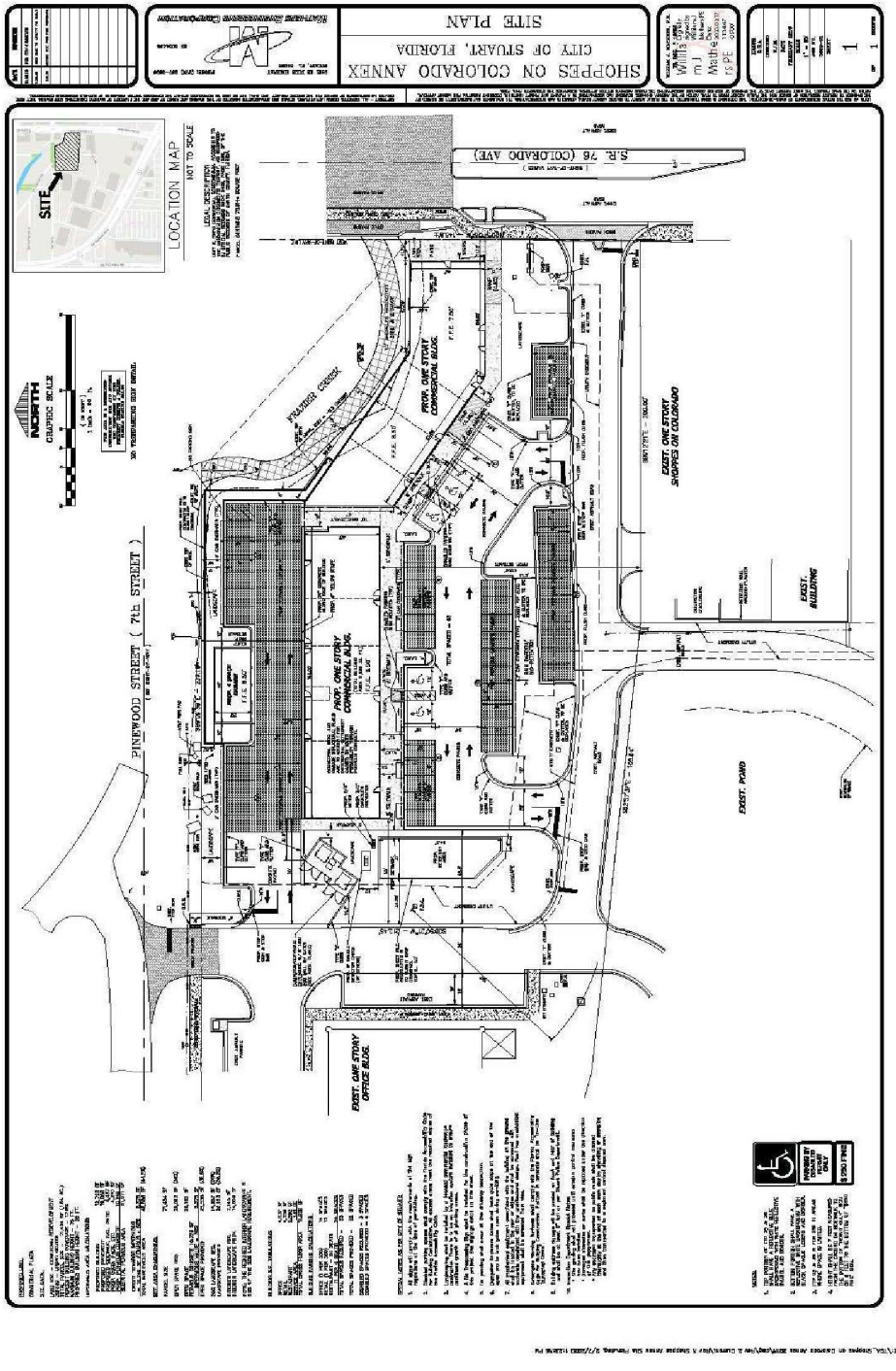
PARCEL CONTAINS 71,434.32 SQUARE FEET, 1.64 ACRES, +/−.

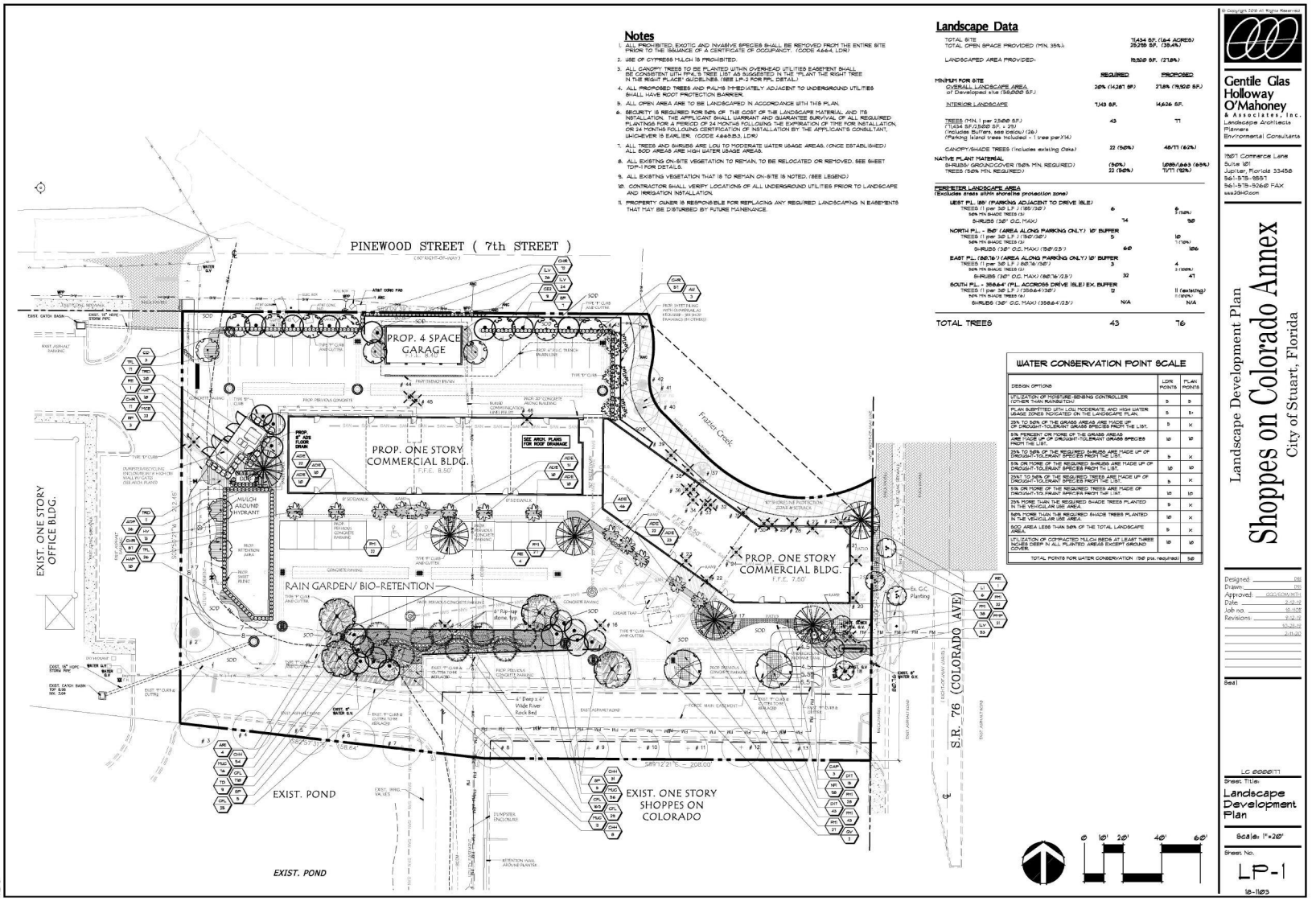
# Exhibit B
# Legal Survey



# Exhibit C

## Approval Documents






## Notes

1. ALL PROHIBITED, EXOTIC AND INVASIVE SPECIES SHALL BE REMOVED FROM THE ENTIRE SITE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY. (CODE 4.66.4, LDR)
2. USE OF CYPRESS MULCH IS PROHIBITED.
3. ALL CANOPY TREES TO BE PLANTED WITHIN OVERHEAD UTILITIES EASEMENT SHALL BE CONSISTENT WITH FPL'S TREE LIST AS SUGGESTED IN THE "PLANT THE RIGHT TREE IN THE RIGHT PLACE" GUIDELINES. (SEE LP-2 FOR FPL DETAIL)
4. ALL PROPOSED TREES AND PALMS IMMEDIATELY ADJACENT TO UNDERGROUND UTILITIES SHALL HAVE ROOT PROTECTION BARRIER.
5. ALL OPEN AREA ARE TO BE LANDSCAPED IN ACCORDANCE WITH THIS PLAN.
6. SECURITY IS REQUIRED FOR 50% OF THE COST OF THE LANDSCAPE MATERIAL AND ITS INSTALLATION. THE APPLICANT SHALL WARRANT AND GUARANTEE SURVIVAL OF ALL REQUIRED PLANTINGS FOR A PERIOD OF 24 MONTHS FOLLOWING THE EXPIRATION OF TIME FOR INSTALLATION, OR 24 MONTHS FOLLOWING CERTIFICATION OF INSTALLATION BY THE APPLICANT'S CONSULTANT, (WHICHEVER IS EARLIER. (CODE 4.66.B.3, LDR)
7. ALL TREES AND SHRUBS ARE LOW TO MODERATE WATER USAGE AREAS. (ONCE ESTABLISHED) ALL SOD AREAS ARE HIGH WATER USAGE AREAS.
8. ALL EXISTING ON-SITE VEGETATION TO REMAIN, TO BE RELOCATED OR REMOVED. SEE SHEET TOPO-1 FOR DETAILS.
9. ALL EXISTING VEGETATION THAT IS TO REMAIN ON-SITE IS NOTED. (SEE LEGEND)
10. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO LANDSCAPE AND IRRIGATION INSTALLATION.
11. PROPERTY OWNER IS RESPONSIBLE FOR REPLACING ANY REQUIRED LANDSCAPING IN EASEMENTS THAT MAY BE DISTURBED BY FUTURE MAINTENANCE.

## Landscape Data

| | |
|---|---|
| TOTAL SITE | 71,434 SF. (1.64 ACRES) |
| TOTAL OPEN SPACE PROVIDED (MIN. 35%): | 28,258 SF. (39.6%) |
| LANDSCAPED AREA PROVIDED: | 19,508 SF. (27.8%) |

| MINIMUM FOR SITE | REQUIRED | PROPOSED |
|---|---|---|
| OVERALL LANDSCAPE AREA of Developed site (50,000 SF.) | 20% (14,287 SF) | 27.8% (19,508 SF.) |
| INTERIOR LANDSCAPE | 7,143 SF. | 14,626 SF. |
| TREES (MIN. 1 per 2,500 SF.) (71,434 SF./2,500 SF. = 29) (Includes Buffers, see below) (26) (Parking Island trees included - 1 tree per 7/14) | 43 | 77 |
| CANOPY/SHADE TREES (Includes existing Oaks) | 22 (50%) | 48/71 (62%) |
| NATIVE PLANT MATERIAL | | |
| SHRUBS/ GROUNDCOVER (50% MIN. REQUIRED) | (50%) | (650/663 (65%) |
| TREES (50% MIN. REQUIRED) | 22 (50%) | 71/71 (92%) |

| PERIMETER LANDSCAPE AREA (Excludes areas within shoreline protection zone) | | |
|---|---|---|
| WEST P.L. 189' (PARKING ADJACENT TO DRIVE ISLE) | | |
| TREES (1 per 30' L.F. / 189'/30') | 6 | 6 (new) |
| 50% MIN SHADE TREES (3) | | 3 (new) |
| SHRUBS (36" O.C. MAX) | 74 | 98 |
| NORTH P.L. - 240' (AREA ALONG PARKING ONLY) 10' BUFFER | | |
| TREES (1 per 30' L.F. / 240'/30') | 8 | 10 |
| 50% MIN SHADE TREES (3) | | 7 (new) |
| SHRUBS (36" O.C. MAX) (240'/2.5') | 640 | 656 |
| EAST P.L. (66.16') (AREA ALONG PARKING ONLY) 10' BUFFER | | |
| TREES (1 per 30' L.F.) (66'16'/30') | 3 | 4 |
| 50% MIN SHADE TREES (3) | | 3 (new) |
| SHRUBS (36" O.C. MAX) (66'16'/2.5') | 32 | 47 |
| SOUTH P.L. - 358.64' (P.L. ACCROSS DRIVE ISLE) EX. BUFFER | | |
| TREES (1 per 30' L.F. / 358.64'/30') | 12 | 11 (existing) |
| 50% MIN SHADE TREES (6) | | 11 (new) |
| SHRUBS (36" O.C. MAX) (358.64'/2.5') | N/A | N/A |
| TOTAL TREES | 43 | 76 |

## WATER CONSERVATION POINT SCALE

| DESIGN OPTIONS | LDR POINTS | PLAN POINTS |
|---|---|---|
| UTILIZATION OF MOISTURE-SENSING CONTROLLER (OTHER THAN RAIN/SOIL) | 5 | 5 |
| PLAN SUBMITTED WITH LOW, MODERATE, AND HIGH WATER USAGE ZONES INDICATED ON THE LANDSCAPE PLAN. | 5 | 5 |
| 25% TO 50% OF THE GRASS AREAS ARE MADE UP OF DROUGHT-TOLERANT GRASS SPECIES FROM THE LIST. | 5 | X |
| 51% PERCENT OR MORE OF THE GRASS AREAS ARE MADE UP OF DROUGHT-TOLERANT GRASS SPECIES FROM THE LIST. | 10 | 10 |
| 25% TO 50% OF THE REQUIRED SHRUBS ARE MADE UP OF DROUGHT-TOLERANT SPECIES FROM THE LIST. | 5 | X |
| 51% OR MORE OF THE REQUIRED SHRUBS ARE MADE UP OF DROUGHT-TOLERANT SPECIES FROM THE LIST. | 10 | 10 |
| 25%TO 50% OF THE REQUIRED TREES ARE MADE UP OF DROUGHT-TOLERANT SPECIES FROM THE LIST. | 5 | X |
| 51% OR MORE OF THE REQUIRED TREES ARE MADE OF DROUGHT-TOLERANT SPECIES FROM THE LIST. | 10 | 10 |
| 25% MORE THAN THE REQUIRED SHADE TREES PLANTED IN THE VEHICULAR USE AREA. | 5 | X |
| 50% MORE THAN THE REQUIRED SHADE TREES PLANTED IN THE VEHICULAR USE AREA. | 10 | X |
| SOD AREA LESS THAN 50% OF THE TOTAL LANDSCAPE AREA. | 5 | X |
| UTILIZATION OF COMPACTED MULCH BEDS AT LEAST THREE INCHES DEEP IN ALL PLANTED AREAS EXCEPT GROUND COVER. | 10 | 10 |
| TOTAL POINTS FOR WATER CONSERVATION (50 pts. required) | | 50 |

0 10' 20' 40' 60'

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Landscape Development Plan

# Shoppes on Colorado Annex

City of Stuart, Florida

Designed: DBI
Drawn: DBI
Approved: CCC/CCM/MCH
Date: 2-12-19
Job no. 18-1109
Revisions: 3-14-19
5-23-19
2-11-20

Seal

LC #0004177

Sheet Title:
Landscape Development Plan

Scale: 1"=20'

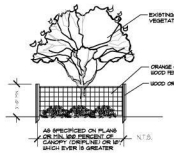
Sheet No.
LP-1

18-1109

## Vegetation Protection Detail

NOT TO SCALE

PRESERVED TREES




FENCING OF UNDISTURBED AREAS:

PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL ENCLOSE THE ENTIRE UNDISTURBED AREA, OR TREE, WITHIN A FENCE OR SIMILAR BARRIER AS SHOWN. WOODEN (OR EQUIVALENT) POSTS STEEL REBAR OR WOOD AT LEAST 2 x 2 INCHES SHALL BE PERMANENTLY IN THE GROUND DEEP ENOUGH TO BE STABLE AND WITH AT LEAST 3 FEET VISIBLE ABOVE THE GROUND. THE PROTECTIVE POSTS SHALL BE PLACED NOT MORE THAN 30 FEET APART, AND SHALL BE LINKED TOGETHER BY: ORANGE NET FENCE FABRIC, OR OTHER. NO HEAVY EQUIPMENT, VEHICLES, STORAGE OF MATERIALS, ETC. SHALL OCCUR WITHIN THE VEGS PROTECTION ZONE. EXTREME CARE SHALL BE TAKEN WHEN WORKING NEAR THE BASE OF TREES. NO FINISH GRADE FILL SHALL BE PLACED WITHIN A ZONE OF 2/3 THE DIAMETER OF THE TREE CANOPY.

FLATWORK CONSTRUCTION WITHIN CANOPY 4 TREE BARRICADE SHALL BE DONE WITH EXTREME CARE TO MINIMIZE DISTURBANCE TO THE ROOTS BY EXCAVATING, COMPACTING OR ADDING FILL.

UTILITY WORK (TRENCHING) WITHIN THE CANOPY 4 TREE BARRICADE SHALL BE DONE WITH EXTREME CARE TO MINIMIZE DISTURBANCE TO THE ROOTS BY EXCAVATING, COMPACTING OR ADDING FILL. THE TREE BARRICADE WILL BE MODIFIED TEMPORARILY TO ALLOW ONLY THE MINIMUM WORK ZONE TRESPASS INTO THE CANOPY AREA, CONTINUING TO PROTECT THE REST OF THE CANOPY AREA WITH BARRICADE. NO FILL, EVEN TEMPORARY, SHALL BE PLACED IN ANY PROTECTED ZONE. AT THE CONCLUSION OF SAID ACTIVITY, THE WORKZONE SHALL BE CLEANED UP 4 TREE BARRICADES REPLACED TO THEIR ORIGINAL CONFIGURATION.

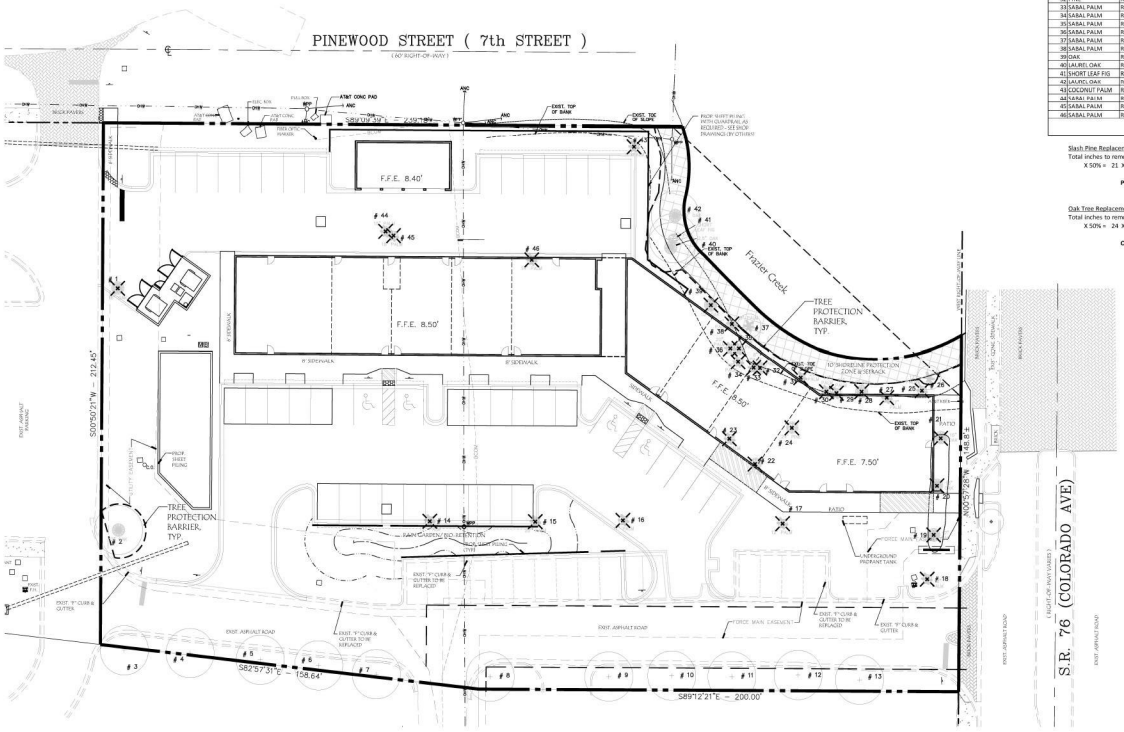
## Tree Disposition Notes:

ALL EXISTING TREES TO BE PRUNED BY A CERTIFIED ARBORIST ONE MONTH PRIOR TO C.O. TO INSURE HEALTH OF TREES AND SIGHT VISIBILITY AS REQUIRED FOR SAFE TRAVEL.

ALL EXISTING TREES TO BE KEPT IRRIGATED DURING CONSTRUCTION.

ALL EXISTING TREES MUST BE DELIVERED AT THE END OF THE PROJECT IN EQUAL OR BETTER CONDITION WHICH ADDRESSES THE SHAPE AND SIZE OF THE CANOPY AND THE SIGNS OF THE QUALITY AND VIGOROUS GROWTH.

ALL PROHIBITED, EXOTIC AND INVASIVE SPECIES SHALL BE REMOVED FROM THE ENTIRE SITE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.




## Existing Tree Fate Table

**Shoppes on Colorado Annex**
February-19

| Tag # | Species | Proposed Disposition | Size (DBH) | In Development Area | In Preserve Area | Specimen/Historic | Pine Mitigated Inches | Oak Mitigated Inches | Replacement Palms (1:1) | Notes |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | OAK | REMOVE | 16 | Y | | S | | 16 | | MITIGATE/REPLACE WITH OAK TREES, MIN. 4" |
| 2 | OAK | REMAIN | 12 | Y | | S | | | | |
| 3 | OAK | REMAIN | 12 | Y | | S | | | | |
| 4 | OAK | REMAIN | 9 | Y | | S | | | | |
| 5 | OAK | REMAIN | 7 | Y | | S | | | | |
| 6 | OAK | REMAIN | 5 | Y | | S | | | | |
| 7 | OAK | REMAIN | 12 | Y | | S | | | | |
| 8 | OAK | REMAIN | 13 | Y | | S | | | | |
| 9 | OAK | REMAIN | 10 | Y | | S | | | | |
| 10 | OAK | REMAIN | 12 | Y | | S | | | | |
| 11 | OAK | REMAIN | 12 | Y | | S | | | | |
| 12 | OAK | REMAIN | 10 | Y | | S | | | | |
| 13 | OAK | REMAIN | 12 | Y | | S | | | | |
| 14 | SABAL PALM | REMOVE | 12 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 15 | SABAL PALM | REMOVE | 20 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 16 | SABAL PALM | REMOVE | 11 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 17 | SABAL PALM | REMOVE | 12 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 18 | QUEEN PALM | REMOVE | 10 | Y | | | | | | NO REQUIREMENT |
| 19 | OAK | REMOVE | 17 | Y | | S | | 17 | | MITIGATE/REPLACE WITH OAK TREES, MIN. 4" |
| 20 | OAK | REMOVE | 15 | Y | | S | | 15 | | MITIGATE/REPLACE WITH OAK TREES, MIN. 4" |
| 21 | OAK | REMOVE | 15 | Y | | S | | 15 | | MITIGATE/REPLACE WITH OAK TREES, MIN. 4" |
| 22 | PINE | REMOVE | 20 | Y | | S | 20 | | | MITIGATE/REPLACE WITH PINE TREES, MIN. 12' |
| 23 | SABAL PALM | REMOVE | 15 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 24 | PINE | REMOVE | 24 | Y | | S | 24 | | | MITIGATE/REPLACE WITH PINE TREES, MIN. 12' |
| 25 | SABAL PALM | REMOVE | 12 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 26 | SABAL PALM | REMAIN | 12 | Y | | | | | | |
| 27 | SABAL PALM | REMOVE | 17 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 28 | OAK | REMOVE | 14 | Y | | S | | 14 | | MITIGATE/REPLACE WITH OAK TREES, MIN. 4" |
| 29 | SABAL PALM | REMOVE | 20 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 30 | SABAL PALM | REMOVE | 14 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 31 | SABAL PALM | REMOVE | 20 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 32 | PINE | REMOVE | 24 | Y | | S | 24 | | | MITIGATE/REPLACE WITH PINE TREES, MIN. 12' |
| 33 | SABAL PALM | REMOVE | 8 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 34 | SABAL PALM | REMOVE | 18 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 35 | SABAL PALM | REMOVE | 14 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 36 | SABAL PALM | REMOVE | 20 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 37 | SABAL PALM | REMAIN | 8 | | Y | | | | | |
| 38 | SABAL PALM | REMOVE | 18 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 39 | OAK | REMOVE | 10 | Y | | S | | 10 | | MITIGATE/REPLACE WITH OAK TREES, MIN. 4" |
| 40 | LAUREL OAK | REMAIN | 2.5 | | Y | | | | | |
| 41 | SHORT LEAF FIG | REMAIN | - | | Y | | | | | |
| 42 | LAUREL OAK | REMAIN | 9 | | Y | | | | | |
| 43 | COCONUT PALM | REMOVE | 8 | Y | | | | | | NO REPLACEMENT |
| 44 | SABAL PALM | REMOVE | 15 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 45 | SABAL PALM | REMOVE | 18 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 46 | SABAL PALM | REMOVE | 14 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| | | TOTAL REPLACEMENTS: | | | | | 68" | 87" | 18 palms | PER CITY FORMULA - 41 PINES AND 48 OAKS TO REPLANT OR MITIGATE (SEE BELOW) |

Slash Pine Replacement Formula: 68 "
Total inches to remove X 1.5, divided by 2.5" = 41 total trees to replant. OR
X 50% = 21 X 175% of Plant Finder cost( $125 X 175% = $219 ) = $4,599 (total to pay into City fund)

**Pine Replacement =** 41 trees (2.5") **OR** 50% of trees ( 21 trees) and **$4,599**
(based on a $125 Plant Finder replacement - 12')

Oak Tree Replacement Formula: 87 "
Total inches to remove X 2.5, divided by 4.5" = 48 total trees to replant. OR
X 50% = 24 X 175% of Plant Finder cost( $800 X 175% = $1,400 ) = $33,600 (total to pay into City fund)

**Oak Replacement =** 46 trees (4.5") **OR** 50% of trees ( 24 trees) and **$33,600**
(based on a $1,400 Plant Finder replacement - 4.5")

✳ THE APPLICANT TO PLANT 50% OF THE REQUIRED MITIGATION TREES OFF SITE AS PERMITTED BY SECTION 5.05.02

## Existing Tree Legend

- # 44 — EXISTING TREE NUMBER
- EXISTING TREE SIZE AND SPECIES
- EXISTING TREE SYMBOL
- EXISTING TREE TO BE REMOVED
- EXISTING TREE TO REMAIN
- TREE PROTECTION BARRIER

0 10' 20' 40' 60'

Gentile Glas Holloway O'Mahoney & Associates, Inc.
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Tree Disposition & Mitigation Plan
Shoppes on Colorado Annex
City of Stuart, Florida

Designed: DSI
Drawn: DSI
Approved: GGG/GOM/DSI/TH
Date: 2-12-19
Job no: 18-1928
Revisions: 9-12-19
10-28-19
2-12-20 Rec Update

Seal

LC 0000111

Sheet Title: Landscape Development Plan

Scale: 1"=20'

Sheet No. TDP-1

18-1928

## Plant List

**TREES**

| KEY | QTY. | BOTANICAL NAME | COMMON NAME | HEIGHT | SPREAD | CALIPER | SPACING | D.T. | NATIVE | REMARKS |
|---|---|---|---|---|---|---|---|---|---|---|
| ART | 4 | ACER RUBRUM 'FLORIDA FLAME' | FLORIDA FLAME MAPLE | 12' | 3-4' | 2.5" | A.S. | V | Y | |
| CD | 3 | COCCOLOBA DIVERSIFOLIA | PIGEON PLUM | 12' | 4' | | A.S. | M | Y | |
| CE2 | 9 | CONOCARPUS ERECTUS 'SERICEUS' | SILVER BUTTONWOOD | 12' | 3-4' | 2" | A.S. | V | Y | Standard |
| LI | 6 | LAGERSTROEMIA INDICA 'MUSKOGEE' | CREPE MYRTLE | 12' | 3-4' | 2" | A.S. | V | N | Standard |
| QV | 2 | QUERCUS VIRGINIANA | LIVE OAK | 12' | 3-4' | 2.5" | A.S. | V | Y | |
| TD | 9 | TAXODIUM DISTICHUM | BALD CYPRESS | 12' | 3-4' | 2.5" | A.S. | V | Y | |

**PALMS**

| KEY | QTY. | BOTANICAL NAME | COMMON NAME | HEIGHT | | CALIPER | SPACING | D.T. | NATIVE | REMARKS |
|---|---|---|---|---|---|---|---|---|---|---|
| ARV | 3 | ACOELORRHAPHE WRIGHTII | EVERGLADES PALM | 14-15' | O.A. | MULTI | A.S. | V | Y | |
| HV | 13 | HYOPHORBE VERSCHAFFELTII | SPINDLE PALM | 4' | G.W. | SINGLE | A.S. | V | N | |
| RE | 6 | ROYSTONEA ELATA | ROYAL PALM | 8' | G.W. | SINGLE | A.S. | V | Y | |
| SP | 20 | SABAL PALMETTO | CABBAGE PALMETTO | 8' | C.T. | | A.S. | V | Y | HURRICANE CUT HEADS, SLICK, STAGGER HEIGHTS |

**SHRUBS**

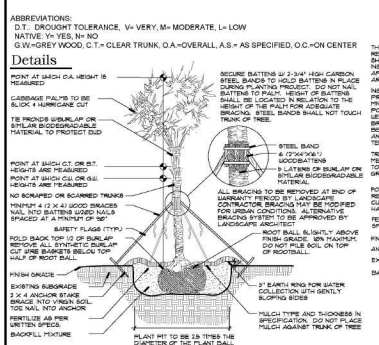
| KEY | QTY. | BOTANICAL NAME | COMMON NAME | HEIGHT | SPREAD | GAL. | SPACING | D.T. | NATIVE | REMARKS |
|---|---|---|---|---|---|---|---|---|---|---|
| CAP | 3 | CALYPTRANTHES PALLENS | SPICEWOOD | 6' | 3' | | A.S. | V | Y | FULL TO BASE |
| CHH | 55 | CHRYSOBALANUS ICACO HORIZONTAL | HORIZONTAL COCOPLUM | 24" | 24" | | 2.5' O.C. | V | Y | |
| CHR | 233 | CHRYSOBALANUS ICACO 'RED TIP' | RED TIP COCOPLUM | 24" | 18" | | 2' O.C. | V | Y | |
| DIT | 58 | DIANELLA TASMANICA | BLUEBERRY FLAX LILY | 18 IN | 18" | | 2' O.C. | V | N | |
| FMI | 217 | FICUS MICROCARPA 'GREEN ISLAND' | GREEN ISLAND FICUS | 24" | 24" | | 2' O.C. | V | N | |
| HAP | 20 | HAMELIA PATENS | FIREBUSH | 24" | 18" | | 2.5' O.C. | V | Y | |
| ILV | 103 | ILEX VOMITORIA 'STOKES DWARF' | STOKES DWARF | 15" | 18" | | 2' O.C. | V | Y | |
| MJG | 144 | MUHLENBERGIA CAPILLARIS | MUHLY GRASS | 24" | 24" | | 2.5' O.C. | V | Y | |
| MCE | 22 | MYRICA CERIFERA | WAX MYRTLE | 48" | 3' | | 3' O.C. | V | Y | |
| PMP | 21 | PODOCARPUS MACROPHYLLUS 'PRINGLES' | DWARF JAPANESE YEW | 24" | 18" | | 1.5' O.C. | M | N | FULL TO BASE |
| TRG | 31 | TRIPSACUM DACTYLOIDES | FAKAHATCHEE GRASS | 36" | 24" | | 3' O.C. | V | Y | |
| TFL | 43 | TRIPSACUM FLORIDANA | FLORIDA GAMMA GRASS | 15" | 18" | | 2.5' O.C. | V | Y | |

**GROUNDCOVER**

| KEY | QTY. | BOTANICAL NAME | COMMON NAME | HEIGHT | SPREAD | GAL. | SPACING | D.T. | NATIVE | REMARKS |
|---|---|---|---|---|---|---|---|---|---|---|
| ADE | 210 | ASPARAGUS DENSIFLORUS 'MEYERSII' | FOXTAIL FERN | 18" | 18" | #1 FULL POT | 1.5' O.C. | V | N | |
| CFL | 393 | CANNA FLACCIDA | YELLOW CANNA | 18" | 12" | #3 | 1.5' O.C. | M | Y | |
| NFI | 96 | NEOREGELIA 'FIREBALL' | FIREBALL BROMELIAD | 6" | 6" | #1 | 1' O.C. | V | Y | |

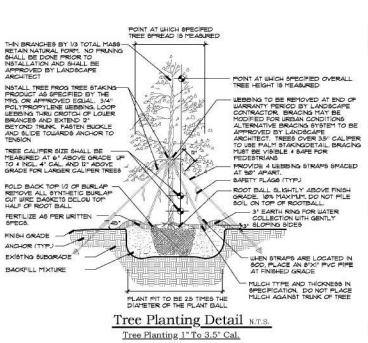
ABBREVIATIONS:
D.T.: DROUGHT TOLERANCE, V= VERY, M= MODERATE, L= LOW
NATIVE: Y= YES, N= NO
G.W.=GREY WOOD, C.T.= CLEAR TRUNK, O.A.=OVERALL, A.S.= AS SPECIFIED, O.C.=ON CENTER

## Details



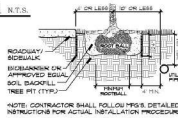

Palm Planting Detail N.T.S.

Tree Planting Over 3.5" Cal.



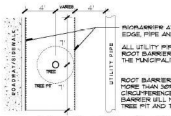

Tree Planting Detail N.T.S.

Tree Planting 1" To 3.5" Cal.

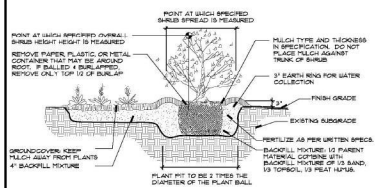



*NOTE: CONTRACTOR SHALL FOLLOW MFG'S. DETAILED INSTRUCTIONS FOR ACTUAL INSTALLATION PROCEDURES.

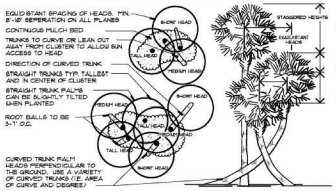
Tree Root Barrier Section N.T.S.




Tree Root Barrier Plan N.T.S.




Shrub & Ground Cover Planting Detail N.T.S.




Typical Cabbage Palm Layout N.T.S.

## Specifications - Exterior Plants

1.4: QUALITY ASSURANCE:
SOIL ANALYSIS SHALL BE CONDUCTED BY THE LANDCAPE CONTACTOR PRIOR TO APPLICATION OF ANY SOIL AMENDMENTS, FERTILIZERS AND BACKFILL MIXTURES. THE LANDSCAPE CONTACTOR SHALL USE A QUALIFIED SOIL TESTING LABORATORY.

THE RESULT OF THE SOIL TESTS SHALL BE SUBMITTED TO THE OWNER AND LANDSCAPE ARCHITECT FOR REVIEW PRIOR TO THE APPLICATION OF SAID MATERIALS. ADJUSTMENTS TO THE SOIL AMENDMENTS MAY BE MADE UPON CONSULTAION WITH THE OWNER AND THE LANDSCAPE ARCHITECT.

1.5: DELIVERY, STORAGE AND HANDLING:
PRUNING OF TREES SHALL BE DONE ON SITE AFTER PLANTING FOR DAMAGED LIMBS OR AS DIRECTED TO IMPROVE OVERALL PLANT APPEARANCE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. PRUNING METHODS SHALL FOLLOW STANDARD HORTICULTURAL PRACTICES USING APPROPRIATE TOOLS. LOPPING, SHEARING OR TOPPING OF PLANT MATERIAL WILL BE GROUNDS FOR REJECTION. DAMAGED, SCARRED, FRAYED, SPLIT OR SKINNED BRANCHES, LIMBS OR ROOTS TO BE PRUNED BACK TO LIVE WOOD. THE CENTRAL LEADER OR BUD SHALL BE LEFT INTACT UNLESS SEVERELY DAMAGED.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE, THIN OUT STRUCTURE AND REMOVE NOT MORE THAN 15% OF BRANCHES.

1.6: WARRANTY:
WARRANT ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST DEATH AND UNHEALTHY CONDITION, EXCEPT AS MAY RESULT FROM NEGLECT BY OWNER, DAMAGE BY OTHERS AND UNUSUAL PHENOMENA BEYOND CONTRACTOR'S CONTROL. REPLACEMENTS SHALL BE MADE WITH COMPATIBLE SIZE AND QUALITY OF MATERIAL, AT A TIME REQUESTED OR ACCEPTABLE BY THE OWNER OR LANDSCAPE ARCHITECT. PLANT MATERIAL REJECTED DURING THE COURSE OF CONSTRUCTION SHALL BE REMOVED WITH-IN FIVE (5) WORKING DAYS AND REPLACED BEFORE THE FINAL INSPECTION FOR COMPLETION WILL BE SCHEDULED. WARRANTY ON REPLACEMENT PLANTS SHALL BE 1 YEAR FROM THE DATE OF FINAL ACCEPTANCE OF THE REPLACEMENTS. ANY DAMAGE TO LANDSCAPE, SODDED OR SEEDED AREAS DURING REPLACEMENT OF PLANT MATERIAL SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR.

1.7: MAINTENANCE SERVICE:
MAINTENANCE AND GENERAL CLEAN UP SHALL BE PERFORMED DAILY. MAINTENANCE SHALL INCLUDE BUT NOT BE LIMITED TO WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, REMOVAL OF LITTER, MOWING, PRUNING, RESETTING SETTLED PLANTS, REPAIRING AND REPLACING STAKE AND GUYS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZATION AND SIMILAR OPERATIONS AS NEEDED TO ENSURE NORMAL GROWTH AND HEALTHY PLANT MATERIAL. MAINTENANCE SHALL BEGIN AFTER EACH PLANT IS PLANTED AND SHALL CONTINUE FOR NINETY (90) DAYS FROM THE DATE OF FINAL ACCEPTANCE.

1.8: QUANTITIES, LOCATION AND SUBSTITUTIONS:
THE QUANTITIES OF PLANT MATERIALS SHOWN ON PLANS SHALL TAKE PRECEDENCE OVER THE PLANT QUANTITIES ON THE PLANT LIST. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ADJUST THE NUMBER AND LOCATIONS OF THE DESIGNATED TYPES AND SPECIES OF PLANTS TO BE USED AT ANY OF THE LOCATIONS SHOWN. THE OWNER SHALL RECEIVE A CREDIT OR DEBIT FOR THE UNIT PRICE OF THE PLANT MATERIAL NO SUBSTITUTION OF PLANT MATERIAL TYPES, SPECIFICATIONS OR SIZES WILL BE PERMITTED WITHOUT WRITTEN AUTHORIZATION FROM THE LANDSCAPE ARCHITECT. THE OWNER AND/OR LANDSCAPE ARCHITECT RESERVES THE RIGHT TO NOT ACCEPT PLANT MATERIAL THAT DOES NOT, IN THE OPINION OF THE OWNER AND/OR LANDSCAPE ARCHITECT, MEET THE SPECIFICATIONS HEREIN.

2.1: PLANT MATERIAL:
2.2:
2.3: PROVIDE SIZES AND SPECIFICATIONS OF PLANTS AS SHOWN ON PLANS OR LISTED ON PLANT LIST. ALL TREES, PALMS, SHRUBS, GROUND COVERS AND OTHER PLANTS SHALL CONFORM TO THE STANDARD OF FLORIDA NO. 1 OR BETTER AS GIVEN IN THE LATEST EDITION OF GRADES AND STANDARDS FOR NURSERY PLANTS BY FLORIDA DEPARTMENT OF AGRICULTURE, PART I AND II. PLANT MATERIAL SHALL ALSO CONFORM TO THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. (ANSI) BULLETIN Z 60.1 - 1990 AND AS REVISED.

SPECIMEN PLANTS SHALL BE FLORIDA FANCY OR BETTER AND SHALL CONFORM TO THE LITERATURE STANDARDS LISTED ABOVE.

2.4: TOP SOIL:
TOPSOIL SHALL BE FRIABLE FERTILE SOIL WITH REPRESENTATIVE CHARACTERISTICS OF AREA SOILS. IT SHOULD BE FREE OF HEAVY CLAY, SILT, STONE, EXCESS LIME, SHELL ROCK, PLANT ROOTS, WEEDS, DEBRIS OR OTHER FOREIGN MATTER. IT SHALL NOT CONTAIN NOXIOUS PLANT GROWTH (SUCH AS BERMUDA, TORPEDO OR NUT GRASS). IT SHALL TEST BETWEEN THE PH RANGE OF 5.0 TO 7.0 UNLESS OTHERWISE SPECIFIED AND CONTAIN NO TOXIC RESIDUE OR SUBSTANCES THAT WOULD ENDANGER PLANT GROWTH. IF TOPSOIL IS NOT AVAILABLE ON SITE, IT SHALL BE IMPORTED FROM LOCAL SOURCES WITH SIMILAR SOIL CHARACTERISTICS TO THAT FOUND AT PROJECT SITE. OBTAIN TOPSOIL ONLY FROM NATURALLY, WELL-DRAINED SITES WHERE TOPSOIL OCCURS IN A DEPTH NOT LESS THAN 4".

2.5: INORGANIC SOIL AMENDMENTS:
SAND SHALL BE CLEAN, SALT-FREE AND CONTAINING NO EXTRANEOUS MATTER.

MYCORRHIZAL AMENDMENT SHALL BE DIEHARD™ TRANSPLANT AS MANUFACTURED BY HORTICULTURAL ALLIANCE OR EQUAL TO WITH THE FOLLOWING INGREDIENTS:

- ENDOMYCORRHIZAL FUNGI
- ECTOMYCORRHIZAL FUNGI
- BENEFICIAL BACTERIA
- HUMIC ACID
- SOLUBLE SEA KELP
- AMINO ACIDS
- HORTA-SORB WATER MANAGEMENT GEL
- TRICHODERMA
- YUCCA PLANT EXTRACTS
- VITAMIN B COMPLEX

2.6: ORGANIC SOIL AMENDMENTS:
PEAT HUMUS SHALL BE DECOMPOSED PEAT WITH NO IDENTIFIABLE FIBERS OR IF AVAILABLE, MUCK MAY BE SUBSTITUTED AND SHALL BE FREE FROM STONES, EXCESSIVE PLANT ROOTS, DEBRIS OR OTHER FOREIGN MATTER. MUCK SHALL NOT BE OVERLY SATURATED WITH WATER.

2.7: FERTILIZATION:
PROVIDE FERTILIZER UNIFORM IN COMPOSITION, DRY, AND IN A FREE FLOWING CONDITION FOR APPLICATION BY SUITABLE EQUIPMENT, AND DELIVER IN UNOPENED BAGS OR CONTAINERS, EACH FULLY LABELED.

FERTILIZE TREES, SHRUBS AND GROUND COVERS WITH "MILORGANITE" OR AN APPROVED COMPLETE FERTILIZER. APPLY "MILORGANITE" IN A CIRCLE AROUND THE PLANT BEFORE MULCHING. DO NOT TOUCH THE PLANT WITH THE FERTILIZER. WATER IN FERTILIZER AFTER MULCHING. APPLY MILORGANITE" FERTILIZER AT THE FOLLOWING RATES:
5.00 LBS. OR 14.5 CUPS / PALMS
3.00 LBS. OR 8.70 CUPS / 12-1/6" MATERIAL
2.00 LBS. OR 5.80 CUPS / 8-1/2" MATERIAL
0.69 LBS OR 2.00 CUPS / 6-9" MATERIAL
0.19 LBS OR 1/2 CUP / 3 GAL MATERIAL
0.10 LBS. OR 1/4 CUP / 1 GAL MATERIAL

2.8: MULCHES:
MULCH TO BE APPLIED TO ALL PLANTING BEDS, 3" THICK MIN.
PINE STRAW MULCH SHALL BE APPLIED ONLY TO THOSE AREAS AS INDICATED ON THE PLAN. APPLY 6" FLUFFED, 2-3" THICK AFTER COMPACTION.

2.10:PLANTING SOIL MIX:
BACKFILL MIXTURE: 1/2 PARENT SOIL, 1/2 MIXTURE (1/3 SAND, 1/3 TOPSOIL, 1/3 PEAT HUMUS).

3.1: PLANTING BED ESTABLISHMENT:
PREPARATION: PRIOR TO THE INSTALLATION OF PLANTS, THE SITE SHALL BE FREE OF WEEDS, GRASS, SOD, DEBRIS, ROCKS OR OTHER MATERIAL MAKING THE SITE UNPLANTABLE. FOR FINAL ACCEPTANCE ALL PLANTED AREAS SHALL BE WEED FREE.

FINISH GRADING: THE LANDSCAPE CONTRACTOR SHALL COORDINATE THE INSTALLATION AND GRADING OF TOPSOIL, IF NECESSARY, WITH THE GENERAL CONTRACTOR, TO INSURE THE SITE IS AT FINISH GRADE PRIOR TO INSTALLING PLANTS.

3.2: PLANTING TREES:
LAYOUT PLANTS ACCORDING TO LANDSCAPE PLANS. IF A CONFLICT ARISES AS TO THE LOCATION, SPACING OR OTHER CONFLICT, CONTACT THE LANDSCAPE ARCHITECT IMMEDIATELY.

EXCAVATE PIT TO TWO AND ONE-HALF (2 1/2) TIMES THE DIAMETER OF TREE BALL AND NOT LESS THAN 6" DEEPER. COMPACT A LAYER OF BACKFILL MIXTURE IN PIT TO LOCATE COLLAR OF PLANT PROPERLY IN A SLIGHTLY DISHED FINISH GRADE. BACKFILL AROUND BALL WITH BACKFILL MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS, WATERING THOROUGHLY AS LAYERS ARE PLACED. BUILD 3" HIGH BERM OF SOIL BEYOND EDGE OF EXCAVATION. APPLY FERTILIZER AS SPECIFIED AND THEN MULCH WITH THE TYPE AND THICKNESS SPECIFIED ON PLANT LIST.

GUY AND STAKE TREES, LESS THAN 3.5" IN CALIPER, IN FOUR DIRECTIONS WITH "ARBORBRACE" NYLON TREE GUYING KIT WITH HARDENED NYLON ANCHOR AND 3/4" 600 LB. POLYPROP UV WEBBING, MODEL (ATG-R) OR APPROVED EQUAL. STAKE TREES IMMEDIATELY AFTER PLANTING. FOR MULTI-TRUNK PLANT MATERIAL, ATTACH GUYS TO FOUR (4) LARGEST LIMBS, CARE MUST BE TAKEN NOT TO MAKE GUYS TOO TIGHT. FOR TREES 3.5" IN CALIPER AND OVER, TREES MUST BE STAKED WITH WOOD 2X4 MCT FOR FOLLOW PALM STAKING DETAIL FOR REQUIREMENTS. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ELIMINATE GUYING OR STAKING. THE OWNER SHALL RECEIVE A CREDIT OR DEBIT FOR THE UNIT PRICE OF THE GUYING OR STAKING. THE LANDSCAPE CONTRACTOR SHALL REMOVE BRACING IN ONE YEAR.

3.3: PLANTING SHRUBS:
EXCAVATE PITS OR TRENCH TWO (2) TIMES DIAMETER OF BALLS OR CONTAINERS, AND 3" DEEPER THAN REQUIRED FOR POSITIONING AT PROPER HEIGHT. COMPACT A LAYER OF BACKFILL MIXTURE IN BOTTOM BEFORE PLACING PLANTS. CONTAINER GROWN MATERIALS SHALL BE PLANTED WITH 48 HOURS AFTER DELIVERY TO SITE. PLACE PLANT IN PIT AND BACKFILL AROUND PLANTS WITH BACKFILL MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. WATER THOROUGHLY AS LAYERS ARE PLACED. FORM A 3" HIGH BERM OF SOIL BEYOND THE EDGES OF EXCAVATION. APPLY FERTILIZER AS SPECIFIED AND THEN MULCH WITH THE TYPE AND THICKNESS SPECIFIED ON PLANT LIST.

3.4: PLANTING GROUNDCOVERS:
LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED, AND SPREAD BACKFILL MIXTURE.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW FOR SPREADING OF ROOTS. COMPACT BACKFILL TO ELIMINATE VOIDS, AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY FERTILIZER AS SPECIFIED AND THEN MULCH WITH THE TYPE AND THICKNESS SPECIFIED ON PLANT LIST, LIFTING PLANT FOLIAGE ABOVE MULCH. MULCH SHALL BE SPREAD BEFORE PLANTING PLANTS IN POTS LESS THAN 1 GALLON SIZE (4", LINERS, ETC.).

## Specifications - Lawns and Grasses

2.1: PRODUCTS:
SOD SHALL MEET AMERICAN SOD PRODUCES ASSOCIATION STANDARDS FOR NURSERY GROWN SOD FOR THICKNESS OF CUT, PAD SIZE, STRENGTH OF SECTIONS, MOISTURE CONTENT AND THATCH. SOD SHALL BE GUARANTEED TO BE UNIFORM IN COLOR, LEAF TEXTURE, AND SHOOT DENSITY AND FREE OF WEEDS, DISEASE, FUNGUS, INSECTS OR OTHER IMPERFECTIONS AND SUFFICIENTLY KNITTED TO SUSTAIN GROWTH. SOD SHALL BE MOWED FOR FINAL ACCEPTANCE.

2.3: FERTILIZER:
FERTILIZE TURF AREAS WITH TYPE 1 FERTILIZER, COMPLYING WITH THE STATE FERTILIZER LAWS. THE FERTILIZER SHALL BE CHEMICALLY DESIGNATED WITH 12-8-8. PROVIDE AT LEAST 50% OF THE PHOSPHORIC ACID FROM NORMAL SUPER PHOSPHATE OR AN EQUIVALENT SOURCE PROVIDING A MINIMUM OF TWO UNITS OF SULFUR. THE AMOUNTS OF SULFUR AND ALL OTHER CHEMICAL SHALL BE INDICATED ON THE QUANTITATIVE ANALYSIS CARD ATTACHED TO THE UNOPENED BAG.

3.1: LAWN PREPARATION:
LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL PROVIDED ON SITE OR IMPORTED TO FINISH DESIGN ELEVATIONS. ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1000 S.F. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO T+E TOP 2" OF TOPSOIL.

3.2: SODDING:
SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.

LAY SOD, STRIPS WITH TIGHT JOINTS, DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED SOIL MIX INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR TAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

## Landscape Certificatoin

LANDSCAPE CERTIFICATION: THE LANDSCAPE ARCHITECT SHALL PROVIDE FINAL CERTIFICATION TO THE OWNER AND MUNICIPALITY THAT PLANTS ARE INSTALLED PER THE DESIGN PLAN, DETAILS AND SPECIFICATIONS. ANY CHANGES TO THE PLAN WILL NEED TO HAVE THE LANDSCAPE ARCHITECT APPROVAL PRIOR TO INSTALLATION. CONFORMITY TO FLORIDA GRADE #1 IN THE ROOT BALL REQUIRES THE LANDSCAPE ARCHITECT TO INSPECT TREES PRIOR TO INSTALLATION AT THE SITE. IT IS THE RESPONSIBILITY OF THE OWNER/GENERAL CONTRACTOR/LANDSCAPE CONTRACTOR FOR ORGANIZING INSPECTIONS OF PLANT MATERIAL PRIOR TO INSTALLATION.

## General Notes:

SOD TO BE ST. AUGUSTINE UNLESS OTHERWISE NOTED ON PLANS

ALL PLANTING AREAS SHALL RECEIVE 100% COVERAGE FROM A FULLY AUTOMATIC IRRIGATION SYSTEM FOR(PPT) WITH A RAIN SENSOR

ALL CONSTRUCTION DEBRIS & HARDPAN TO BE REMOVED FROM PLANTING BEDS TO A DEPTH OF 30"

UTILITIES:
ABOVE AND BELOW GROUND UTILITIES SHALL BE VERIFIED AND LOCATED BY THE LANDSCAPE CONTRACTOR PRIOR TO COMMENCING WORK IN THE PROJECT AREA. IF UTILITY PLANS ARE AVAILABLE, THE CONTRACTOR SHALL EXAMINE THEM AND BRING ANY AND ALL CONFLICTS TO THE ATTENTION OF THE OWNER AND/OR LANDSCAPE ARCHITECT. WHEN WORKING IN AN AREA WHERE KNOWN UTILITIES EXIST, UTILITY LOCATIONS MAY NEED TO BE STAKED BY A SURVEYOR OR THE UTILITY COMPANIES. THE CONTRACTOR HAS THE OPTION TO CONTACT 811TO SCHEDULE LOCATION OF THE UTILITIES WHICH SUBSCRIBE TO THEIR SERVICE.

811 Know what's **below.** **Call** before you dig.

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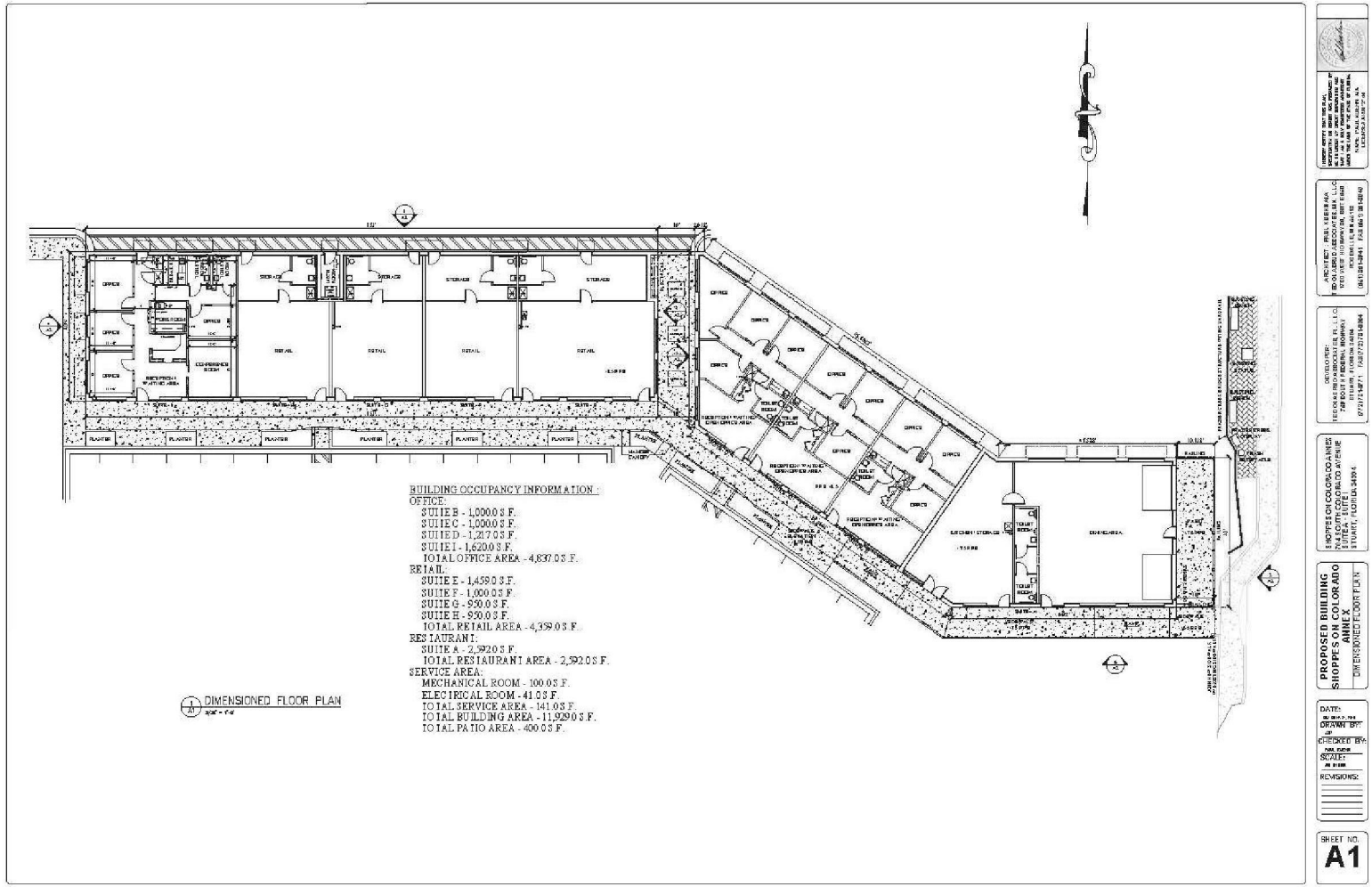
Gentile Glas Holloway O'Mahoney & Associates, Inc.
Landscape Architects Planners Environmental Consultants
1987 Commerce Lane Suite 101 Jupiter, Florida 33458
561-575-8557
561-575-8268 FAX
ssa2@ix.com

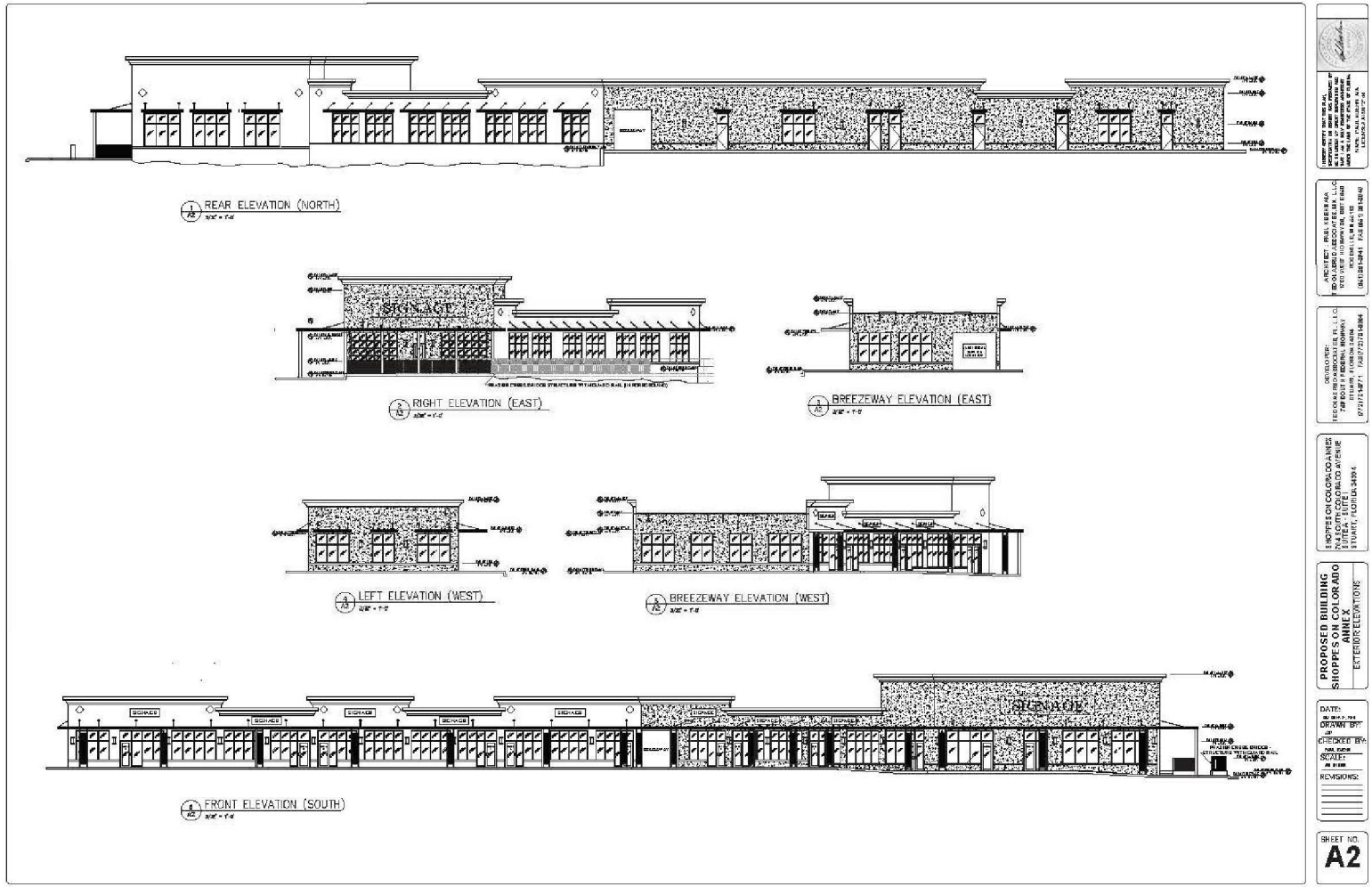
Landscape Specifications Plan
Shoppes on Colorado Annex
City of Stuart, Florida

Designed: DM
Drawn: DM
Approved: CCC/CCM/MTH
Date: 2-02-16
Job no. 16-1126
Revisions: 9-12-16
10-26-16
2-16-20

LC #0000171
Sheet Title: Landscape Specifications Plan
Scale: AS SHOWN
Sheet No. LP-2
16-1126

FILE PATH: S:\PROJECTS\2016\16-1126 SHOPPES AT COLORADO ANNEX\GRAPHICS\PLANS\CURRENT\16-1126 SHOPPES AT COLORADO ANNEX_PLAN_LIST.DWG


BUILDING OCCUPANCY INFORMATION :
OFFICE:
SUITE B - 1,000.0 S.F.
SUITE C - 1,000.0 S.F.
SUITE D - 1,217.0 S.F.
SUITE I - 1,620.0 S.F.
TOTAL OFFICE AREA - 4,837.0 S.F.
RETAIL:
SUITE E - 1,459.0 S.F.
SUITE F - 1,000.0 S.F.
SUITE G - 950.0 S.F.
SUITE H - 950.0 S.F.
TOTAL RETAIL AREA - 4,359.0 S.F.
RESTAURANT:
SUITE A - 2,592.0 S.F.
TOTAL RESTAURANT AREA - 2,592.0 S.F.
SERVICE AREA:
MECHANICAL ROOM - 100.0 S.F.
ELECTRICAL ROOM - 41.0 S.F.
TOTAL SERVICE AREA - 141.0 S.F.
TOTAL BUILDING AREA - 11,929.0 S.F.
TOTAL PATIO AREA - 400.0 S.F.
DIMENSIONED FLOOR PLAN
PROPOSED BUILDING
SHOPPES ON COLORADO ANNEX
DIMENSIONED FLOOR PLAN
SHEET NO.
A1


REAR ELEVATION (NORTH)
SIGNAGE
RIGHT ELEVATION (EAST)
BREEZEWAY ELEVATION (EAST)
LEFT ELEVATION (WEST)
BREEZEWAY ELEVATION (WEST)
SIGNAGE
FRONT ELEVATION (SOUTH)
PROPOSED BUILDING
SHOPPES ON COLORADO ANNEX
EXTERIOR ELEVATIONS
DATE:
DRAWN BY:
CHECKED BY:
SCALE:
REVISIONS:
SHEET NO.
A2

PROPOSED USE:

COMMERCIAL PLAZA

SITE DATA:

LAND USE – DOWNTOWN REDEVELOPMENT
ZONING – URBAN CENTER
TOTAL PARCEL SIZE = 71,434 SF (1.64 AC.)
PERCENT BUILDING COVERAGE = 17.8%
MAXIMUM BUILDING HEIGHT = 35 FT.
PROPOSED BUILDING HEIGHT = 20 FT.

IMPERVIOUS AREA CALCULATIONS:

| | |
|---|---|
| PROPOSED BUILDING | 12,729 SF |
| PROPOSED PAVEMENT | 19,086 SF |
| PROPOSED SIDEWALK, INCL. PATIO | 4,437 SF |
| PROP. CURB, PADS, ETC. | 4,270 SF |
| PROP. PERVIOUS CONCRETE | 10,749 SF |
| SUBTOTAL PERVIOUS AREA | 51,271 SF |
| CREDIT TOWARDS IMPERVIOUS = 10,749 SF PERVIOUS x 50% | 5,375 SF |
| TOTAL IMPERVIOUS AREA | 45,896 SF (64.2%) |

SITE AREA CALCULATIONS:

| | |
|---|---|
| PARCEL SIZE | 71,434 SF |
| OPEN SPACE REQ. | 25,002 SF (35%) |
| OPEN SPACE PERVIOUS CONCRETE 10,729 SF IMPERVIOUS VALUE = 50% | 20,163 SF<br>5,375 SF |
| OPEN SPACE PROVIDED | 25,538 SF (35.8%) |
| 20% LANDSCAPE REQ. | 14,287 SF (20%) |
| LANDSCAPE PROVIDED | 20,163 SF (28.2%) |
| INTERIOR LANDSCAPE REQ. | 7,143 SF |
| INTERIOR LANDSCAPE PROV. | 14,869 SF |

NOTE: THE REQUIRED INTERIOR LANDSCAPING IS 50% OF THE 20% LANDSCAPE REQUIREMENT.

BUILDING S.F. TABULATIONS

| | |
|---|---|
| OFFICE | 4,837 SF |
| RETAIL | 4,359 SF |
| RESTAURANT | 2,592 SF |
| SERVICE AREA | 141 SF |
| TOTAL GROSS FLOOR AREA | 11,929 SF |

BUILDING PARKING CALCULATIONS:

| | |
|---|---|
| OFFICE (1 PER 350) | 14 SPACES |
| RETAIL (1 PER 300) | 15 SPACES |
| RESTAURANT – 94 SEATS (1 PER 4 SEATS) | 24 SPACES |
| TOTAL SPACES REQUIRED = | 53 SPACES |
| TOTAL SPACES PROVIDED = | 62 SPACES |
| DISABLED SPACES REQUIRED = | 3 SPACES |
| DISABLED SPACES PROVIDED = | 4 SPACES |

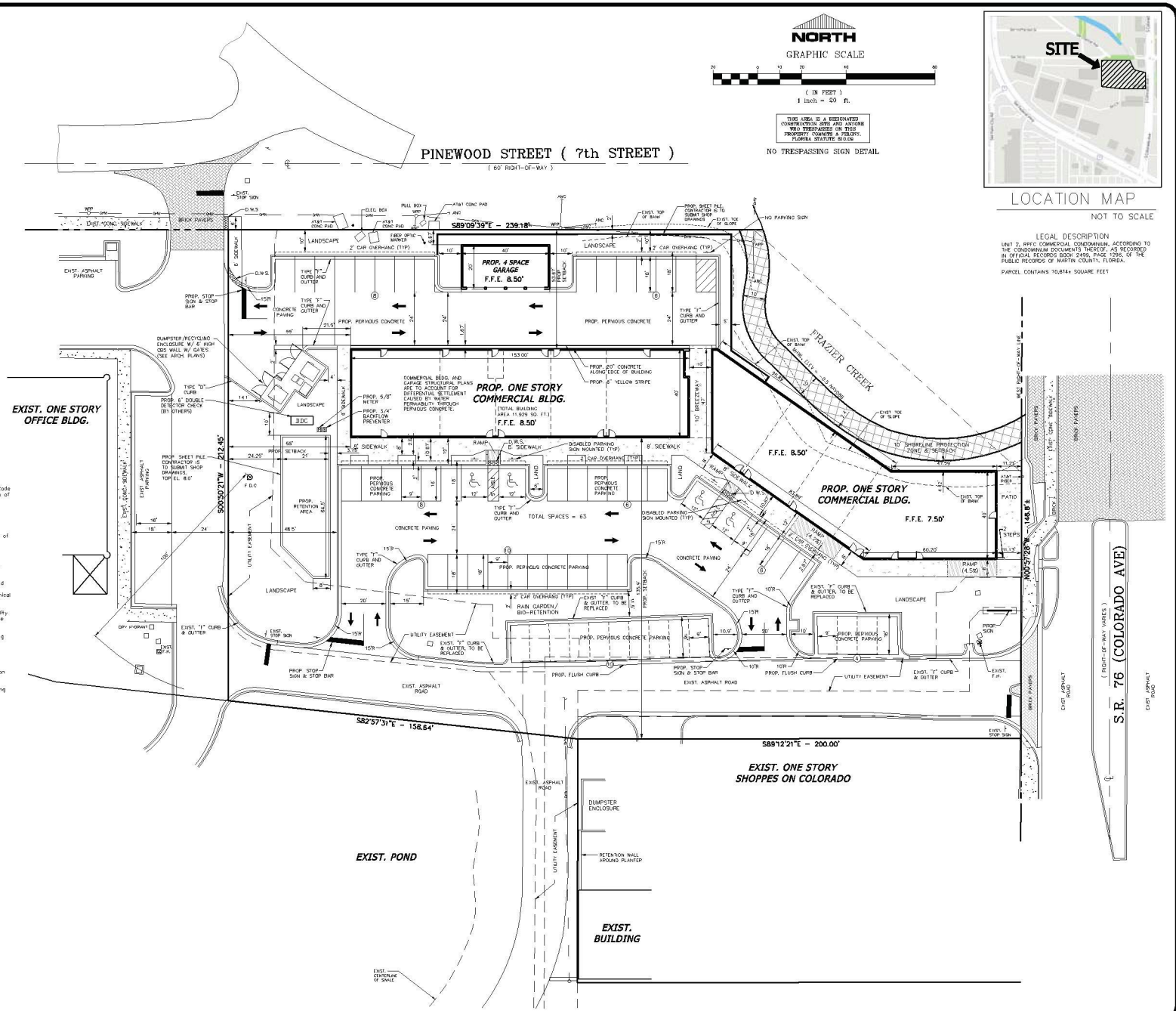
SPECIAL NOTES AS PER CITY OF STUART:

1. All signs will comply with the requirements of the sign regulations at the time of permitting
2. Disabled parking spaces shall comply with the Florida Accessibility Code for Building Construction. All access areas meet the required slopes of the Florida Accessibility Code.
3. Landscaping shall be installed by a licensed commercial landscape contractor. There is to be an irrigation system installed to ensure continued growth of all planting areas.
4. A No Trespassing Sign shall be installed for the construction phase of this project. See signage detail on this sheet.
5. No parking shall occur at the driveway connection.
6. Dumpster Enclosure Gates shall have gate stops at the end of the open arc to lock gates open during servicing.
7. All mechanical equipment associated with the building on the ground shall be located in the rear or sides and shall be screened with materials consistent with the architectural design. Roof top mechanical equipment shall be screened from view.
8. Detectable Warning Surfaces shall comply with the Florida Accessibility Code for Building Construction. Pattern in concrete shall be "In-Line Truncated Dome".
9. Building address signage will be posted on front and rear of building and shall be at least 6" tall as per Stuart Police Department.
10. Inspection Department Special Notes:
    - Site grading shall not proceed until erosion control measures have been installed.
    - Damaged sidewalks or curbs shall be replaced under the direction of this department.
    - Any sediment transported to public roads shall be cleaned thoroughly at the end of each work day by shoveling or sweeping and then transported to a sediment control disposal area.

NOTES:

1. TOP PORTION OF FTP 25 & 26 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER
3. FTP 25 & 26 IS FOR USE IN AREAS WHERE SPACE IS LIMITED.
4. HEIGHT SHALL BE 7 FEET MEASURED FROM THE GROUND OR SIDEWALK TO THE BOTTOM OF "PERMIT ONLY" SIGN OR 6 FEET TO THE BOTTOM OF "$250 FINE" SIGN.







LEGAL DESCRIPTION

UNIT 2, RPFC COMMERCIAL CONDOMINIUM, ACCORDING TO THE CONDOMINIUM DOCUMENTS THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 2499, PAGE 1295, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL CONTAINS 70,814± SQUARE FEET

| DATE | REVISIONS |
|---|---|
| 10.22.19 | PER CITY COMMENTS |
| 1.23.20 | REV SHT TO UTILITY AS BUILT |
| 3.6.20 | MOVED FDC PER FIRE MARSHAL |


MATHERS ENGINEERING CORPORATION
2431 SE RIDGE HIGHWAY
STUART, FL 34996
PHONE: (772) 287-0505
EB 0004456


# SHOPPES ON COLORADO ANNEX
## CITY OF STUART, FLORIDA
## SITE PLAN


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WILLIAM J. MATHERS, P.E.
FL REG. # 19658


Digitally signed by William J Mathers PE
Date: 2020.02.17 11:34:47 -05'00'

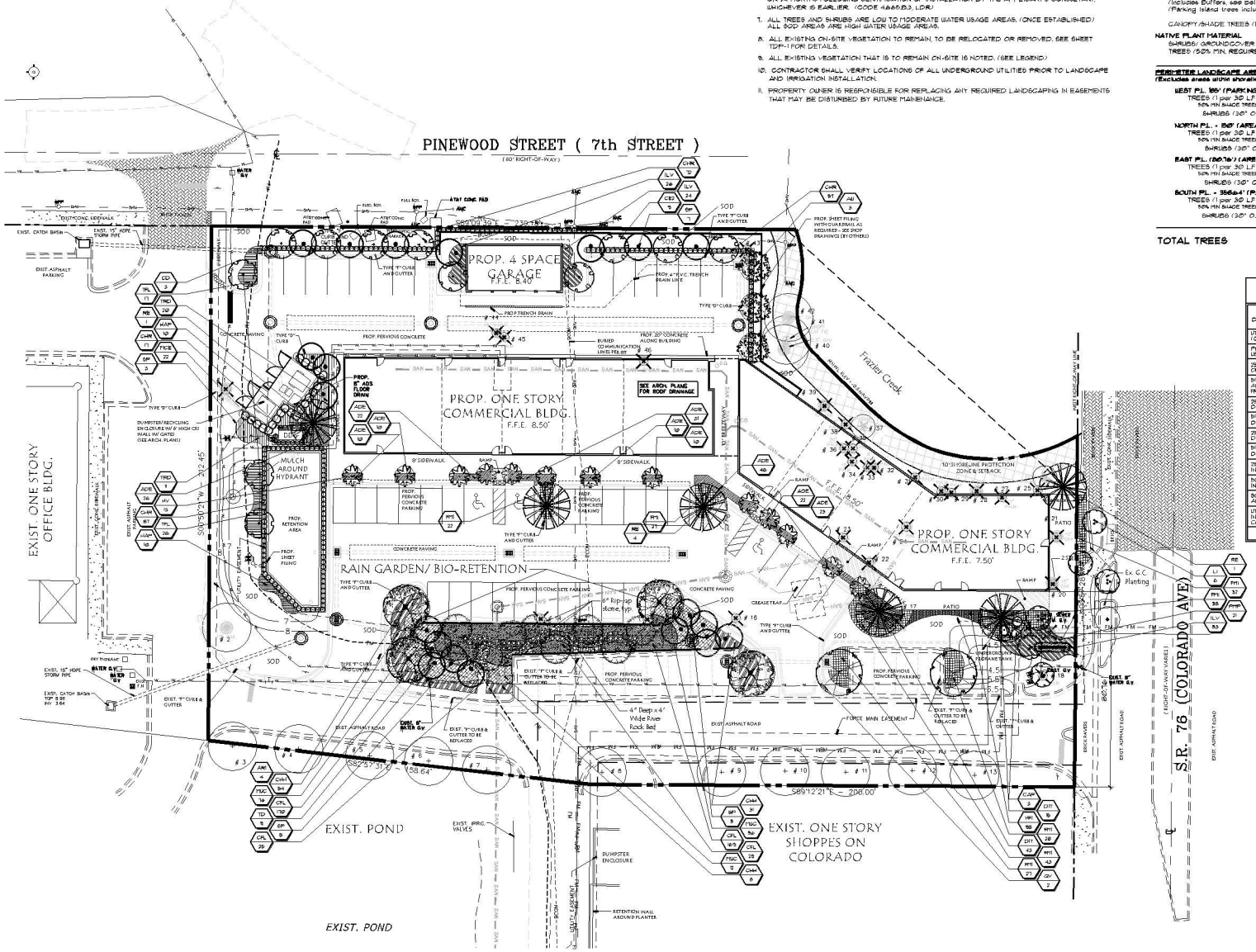
| | |
|---|---|
| DRAWN | D.H.A |
| CHECKED | W.J.M. |
| DATE | FEBRUARY 2019 |
| SCALE | 1" = 20' |
| JOB NO. | 3699-01 |
| SHEET | 1 |
| OF | 1 SHEETS |


NOT, AS PER THE ABOVE REQUIREMENTS OF SECTION 21-0.2(b) F.A.C., THIS DOCUMENT IS BEING TRANSMITTED TO THE PUBLIC AGENCY TO RECEIVE VERBAL COMMENTS AND INTERPRETATIONS. THE DOCUMENTS MAY SUBSEQUENTLY BE REVISED IN RESPONSE TO AGENCY COMMENTS, INTERPRETATIONS OR DECISIONS MADE BY THE CONTRACTOR, SUBCONTRACTORS OR SUPPLIERS, OR OTHERS, WHICH MAY BE IMPLEMENTED BY THE CONTRACTOR UNLESS AND UNTIL THE CONTRACTOR RECEIVES A WRITTEN MODIFICATION TO THE CONTRACT. ANY SUCH VERBAL INTERPRETATIONS, CLARIFICATIONS, SUPPLEMENTARY INSTRUCTIONS OR RESPONSES TO QUESTIONS FROM BIDDERS SHALL NOT BE BINDING OR AUTHORITATIVE. ONLY THOSE QUESTIONS ANSWERED BY FORMAL WRITTEN ADDENDA ISSUED BY THE ENGINEER SHALL BE BINDING. ORAL REPLIES SHALL NOT BE RELIED UPON.





Z:\TGA_Shoppes on Colorado Annex 2018\Dwg\Rev 2 Current\Rev 3 Shoppes Annex Site Plan.dwg, 2/7/2020 1:23:36 PM




## Notes

1. ALL PROHIBITED, EXOTIC AND INVASIVE SPECIES SHALL BE REMOVED FROM THE ENTIRE SITE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY. (CODE 4.66.4, LDR)
2. USE OF CYPRESS MULCH IS PROHIBITED.
3. ALL CANOPY TREES TO BE PLANTED WITHIN OVERHEAD UTILITIES EASEMENT SHALL BE CONSISTENT WITH FPL'S TREE LIST AS SUGGESTED IN THE "PLANT THE RIGHT TREE IN THE RIGHT PLACE" GUIDELINES (SEE LP-2 FOR FPL DETAIL.)
4. ALL PROPOSED TREES AND PALMS IMMEDIATELY ADJACENT TO UNDERGROUND UTILITIES SHALL HAVE ROOT PROTECTION BARRIER.
5. ALL OPEN AREA ARE TO BE LANDSCAPED IN ACCORDANCE WITH THIS PLAN.
6. SECURITY IS REQUIRED FOR 50% OF THE COST OF THE LANDSCAPE MATERIAL AND ITS INSTALLATION. THE APPLICANT SHALL WARRANT AND GUARANTEE SURVIVAL OF ALL REQUIRED PLANTINGS FOR A PERIOD OF 24 MONTHS FOLLOWING THE EXPIRATION OF TIME FOR INSTALLATION, OR 24 MONTHS FOLLOWING CERTIFICATION OF INSTALLATION BY THE APPLICANT'S CONSULTANT, WHICHEVER IS EARLIER. (CODE 4.66.B.3, LDR)
7. ALL TREES AND SHRUBS ARE LOW TO MODERATE WATER USAGE AREAS. (ONCE ESTABLISHED) ALL SOD AREAS ARE HIGH WATER USAGE AREAS.
8. ALL EXISTING ON-SITE VEGETATION TO REMAIN, TO BE RELOCATED OR REMOVED. SEE SHEET TDP-1 FOR DETAILS.
9. ALL EXISTING VEGETATION THAT IS TO REMAIN ON-SITE IS NOTED. (SEE LEGEND)
10. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO LANDSCAPE AND IRRIGATION INSTALLATION.
11. PROPERTY OWNER IS RESPONSIBLE FOR REPLACING ANY REQUIRED LANDSCAPING IN EASEMENTS THAT MAY BE DISTURBED BY FUTURE MAINTENANCE.

## Landscape Data

| | |
|---|---|
| TOTAL SITE | 71,434 SF. (1.64 ACRES) |
| TOTAL OPEN SPACE PROVIDED (MIN. 35%): | 25,795 SF. (36.1%) |
| LANDSCAPED AREA PROVIDED: | 19,520 SF. (27.3%) |

| MINIMUM FOR SITE | REQUIRED | PROPOSED |
|---|---|---|
| OVERALL LANDSCAPE AREA of Developed site (58,000 S.F.) | 20% (14,257 SF) | 27.3% (19,520 SF.) |
| INTERIOR LANDSCAPE | 7,143 SF. | 14,626 SF. |
| TREES (MIN. 1 per 2500 SF.) (71,434 SF./2500 SF. = 28) (Includes Buffers, see below) (28) (Parking Island trees included - 1 tree per X14) | 43 | 77 |
| CANOPY/SHADE TREES (Includes existing Oaks) | 22 (50%) | 48/77 (62%) |
| NATIVE PLANT MATERIAL | | |
| SHRUBS/ GROUNDCOVER (50% MIN. REQUIRED) | (50%) | (455/665 (68%) |
| TREES (50% MIN. REQUIRED) | 22 (50%) | 71/77 (92%) |

**PERIMETER LANDSCAPE AREA**
**(Excludes areas within shoreline protection zone)**

| | | |
|---|---|---|
| **WEST P.L. 185' (PARKING ADJACENT TO DRIVE ISLE)** | | |
| TREES (1 per 30' LF.) (185/30') | 6 | 6 (3.24%) |
| 50% MIN SHADE TREES (3) | | |
| SHRUBS (30' O.C. MAX) | 74 | 80 |
| **NORTH P.L. - 150' (AREA ALONG PARKING ONLY) 10' BUFFER** | | |
| TREES (1 per 30' LF.) (150/30') | 5 | 10 (7.10%) |
| 50% MIN SHADE TREES (3) | | |
| SHRUBS (30' O.C. MAX) (150'/25') | 60 | 106 |
| **EAST P.L. (80.76') (AREA ALONG PARKING ONLY) 10' BUFFER** | | |
| TREES (1 per 30' LF.) 80.76'/30') | 3 | 4 (5.190%) |
| 50% MIN SHADE TREES (2) | | |
| SHRUBS (30' O.C. MAX) (80.76'/25') | 32 | 47 |
| **SOUTH P.L. - 356.64' (P.L. ACCROSS DRIVE ISLE) EX. BUFFER** | | |
| TREES (1 per 30' LF.) (356.64'/30') | 12 | 11 (existing) (3.08%) |
| 50% MIN SHADE TREES (6) | | |
| SHRUBS (30' O.C. MAX) (356.64'/25') | N/A | N/A |
| TOTAL TREES | 43 | 76 |

### WATER CONSERVATION POINT SCALE

| DESIGN OPTIONS | LDR POINTS | PLAN POINTS |
|---|---|---|
| UTILIZATION OF MOISTURE-SENSING CONTROLLER (OTHER THAN RAIN SWITCH) | 5 | 5 |
| PLAN SUBMITTED WITH LOW, MODERATE, AND HIGH WATER USAGE ZONES INDICATED ON THE LANDSCAPE PLAN. | 5 | 5 |
| 75% TO 90% OF THE GRASS AREAS ARE MADE UP OF DROUGHT-TOLERANT GRASS SPECIES FROM THE LIST. | 5 | X |
| 91% PERCENT OR MORE OF THE GRASS AREAS ARE MADE UP OF DROUGHT-TOLERANT GRASS SPECIES FROM THE LIST. | 10 | 10 |
| 75% TO 90% OF THE REQUIRED SHRUBS ARE MADE UP OF DROUGHT-TOLERANT SPECIES FROM THE LIST. | 5 | X |
| 91% OR MORE OF THE REQUIRED SHRUBS ARE MADE UP OF DROUGHT-TOLERANT SPECIES FROM TH LIST. | 10 | 10 |
| 75%T TO 90% OF THE REQUIRED TREES ARE MADE UP OF DROUGHT-TOLERANT SPECIES FROM THE LIST. | 5 | X |
| 91% OR MORE OF THE REQUIRED TREES ARE MADE OF DROUGHT-TOLERANT SPECIES FROM THE LIST. | 10 | 10 |
| 75% MORE THAN THE REQUIRED SHADE TREES PLANTED IN THE VEHICULAR USE AREA. | 5 | X |
| 90% MORE THAN THE REQUIRED SHADE TREES PLANTED IN THE VEHICULAR USE AREA. | 10 | X |
| SOD AREA LESS THAN 30% OF THE TOTAL LANDSCAPE AREA. | 5 | X |
| UTILIZATION OF COMPACTED MULCH BEDS AT LEAST THREE INCHES DEEP IN ALL PLANTED AREAS EXCEPT GROUND COVER. | 10 | 10 |
| TOTAL POINTS FOR WATER CONSERVATION (50 pts. required) | | 50 |

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# Shoppes on Colorado Annex

Landscape Development Plan

City of Stuart, Florida

Designed: RH
Drawn: RH
Approved: GGG/BOM/MTH
Date: 2-12-19
Job no.: 18-1103
Revisions: 9-12-19
10-29-19
2-11-20

Seal

LC 0000777

Sheet Title:
**Landscape Development Plan**

Scale: 1"=20'

Sheet No.
**LP-1**

18-1103

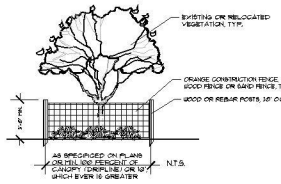
0 10' 20' 40' 60'

PLOTTED: 2/11/20 AT 4:56PM BY: DSHEEHEN
P:\JOBS\2018\18-1103\DRAWING FILES\CURRENT\SHOPPES AT COLORADO ANNEX_PLP_LDEV.DWG

# Vegetation Protection Detail

NOT TO SCALE

PRESERVED TREES




FENCING OF UNDISTURBED AREAS:

PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL ENCLOSE THE ENTIRE UNDISTURBED AREA, OR TREE, WITHIN A FENCE OR SIMILAR BARRIER AS SHOWN. WOODEN (OR EQUIVALENT) POSTS STEEL REBAR OR WOOD AT LEAST 2 x 2 INCHES SHALL BE PITPLANTED IN THE GROUND DEEP ENOUGH TO BE STABLE AND WITH AT LEAST 3 FEET VISIBLE ABOVE THE GROUND. THE PROTECTIVE POSTS SHALL BE PLACED NOT MORE THAN 20 FEET APART, AND SHALL BE LINKED TOGETHER BY ORANGE NET FENCE FABRIC OR OTHER. NO HEAVY EQUIPMENT, VEHICLES, STORAGE OF MATERIALS, ETC. SHALL OCCUR WITHIN THE VEG. PROTECTION ZONE. EXTREME CARE SHALL BE TAKEN WHEN WORKING NEAR THE BASE OF TREES. NO FINISH GRADE FILL SHALL BE PLACED WITHIN A ZONE OF 2/3 THE DIAMETER OF THE TREE CANOPY.

FLATWORK CONSTRUCTION WITHIN CANOPY & TREE BARRICADE SHALL BE BE DONE WITH EXTREME CARE TO MINIMIZE DISTURBANCE TO THE ROOTS BY EXCAVATING, COMPACTING OR ADDING FILL.

UTILITY WORK (TRENCHING) WITHIN THE CANOPY & TREE BARRICADE SHALL BE DONE WITH EXTREME CARE TO MINIMIZE DISTURBANCE TO THE ROOTS BY EXCAVATING, COMPACTING OR ADDING FILL. THE TREE BARRICADE WILL BE MODIFIED TEMPORARILY TO ALLOW ONLY THE MINIMUM WORK ZONE TRESPASS INTO THE CANOPY AREA, CONTINUING TO PROTECT THE REST OF THE CANOPY AREA WITH BARRICADE. NO FILL EVEN TEMPORARY, SHALL BE PLACED IN ANY PROTECTED ZONE. AT THE CONCLUSION OF SAID ACTIVITY, THE WORKZONE SHALL BE CLEANED UP & TREE BARRICADES REPLACED TO THEIR ORIGINAL CONFIGURATION.

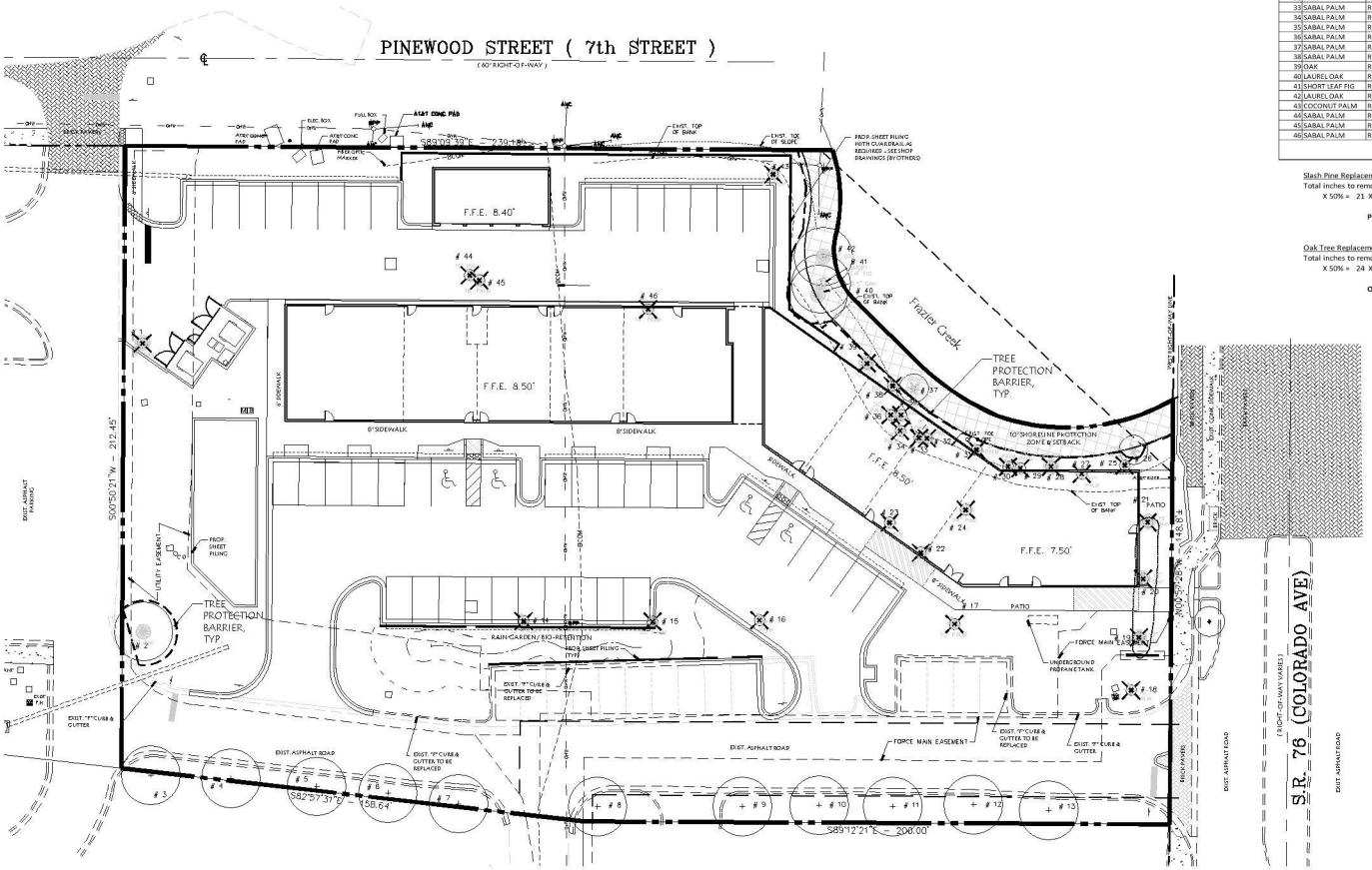
# Tree Disposition Notes:

ALL EXISTING TREES TO BE PRUNNED BY A CERTIFIED ARBORIST ONE MONTH PRIOR TO C.O. TO INSURE HEALTH OF TREES AND SIGHT VISIBILITY AS REQUIRED FOR SAFE TRAVEL.

ALL EXISTING TREES TO BE KEPT IRRIGATED DURING CONSTRUCTION

ALL EXISTING TREES MUST BE DELIVERED AT THE END OF THE PROJECT IN EQUAL OR BETTER CONDITION WHICH ADDRESSES THE SHAPE AND SIZE OF THE CANOPY AND THE SIGNS OF THE QUALITY AND VIGOROUS GROWTH.

ALL PROHIBITED, EXOTIC AND INVASIVE SPECIES SHALL BE REMOVED FROM THE ENTIRE SITE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.




✳ THE APPLICANT TO PLANT 50% OF THE REQUIRED MITIGATION TREES OFF SITE AS PERMITTED BY SECTION 5.05.02

# Existing Tree Fate Table

**Shoppes on Colorado Annex**
February-19

| Tag # | Species | Proposed Disposition | Size (DBH) | In Development Area | In Preserve Area | Specimen/Historic | Pine Mitigated Inches | Oak Mitigated Inches | Replacement Palms (1:1) | Notes |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | OAK | REMOVE | 16 | Y | | S | | 16 | | MITIGATE/REPLACE WITH OAK TREES, MIN. 4.5 |
| 2 | OAK | REMAIN | 12 | Y | | S | | | | |
| 3 | OAK | REMAIN | 12 | Y | | S | | | | |
| 4 | OAK | REMAIN | 9 | Y | | S | | | | |
| 5 | OAK | REMAIN | 7 | Y | | S | | | | |
| 6 | OAK | REMAIN | 5 | Y | | S | | | | |
| 7 | OAK | REMAIN | 12 | Y | | S | | | | |
| 8 | OAK | REMAIN | 11 | Y | | S | | | | |
| 9 | OAK | REMAIN | 10 | Y | | S | | | | |
| 10 | OAK | REMAIN | 12 | Y | | S | | | | |
| 11 | OAK | REMAIN | 12 | Y | | S | | | | |
| 12 | OAK | REMAIN | 10 | Y | | S | | | | |
| 13 | OAK | REMAIN | 12 | Y | | S | | | | |
| 14 | SABAL PALM | REMOVE | 12 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 15 | SABAL PALM | REMOVE | 20 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 16 | SABAL PALM | REMOVE | 11 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 17 | SABAL PALM | REMOVE | 12 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 18 | QUEEN PALM | REMOVE | 10 | Y | | | | | | NO REQUIREMENT |
| 19 | OAK | REMOVE | 17 | Y | | S | | 17 | | MITIGATE/REPLACE WITH OAK TREES, MIN. 4.5 |
| 20 | OAK | REMOVE | 15 | Y | | S | | 15 | | MITIGATE/REPLACE WITH OAK TREES, MIN. 4.5 |
| 21 | OAK | REMOVE | 15 | Y | | S | | 15 | | MITIGATE/REPLACE WITH OAK TREES, MIN. 4.5 |
| 22 | PINE | REMOVE | 20 | Y | | S | 20 | | | MITIGATE/REPLACE WITH PINE TREES, MIN. 12 |
| 23 | SABAL PALM | REMOVE | 15 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 24 | PINE | REMOVE | 24 | Y | | S | 24 | | | MITIGATE/REPLACE WITH PINE TREES, MIN. 12 |
| 25 | SABAL PALM | REMOVE | 12 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 26 | SABAL PALM | REMAIN | 12 | Y | | | | | | |
| 27 | SABAL PALM | REMOVE | 17 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 28 | OAK | REMOVE | 14 | Y | | S | | 14 | | MITIGATE/REPLACE WITH OAK TREES, MIN. 4.5 |
| 29 | SABAL PALM | REMOVE | 20 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 30 | SABAL PALM | REMOVE | 14 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 31 | SABAL PALM | REMOVE | 20 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 32 | PINE | REMOVE | 24 | Y | | S | 24 | | | MITIGATE/REPLACE WITH PINE TREES, MIN. 12 |
| 33 | SABAL PALM | REMOVE | 8 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 34 | SABAL PALM | REMOVE | 18 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 35 | SABAL PALM | REMOVE | 14 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 36 | SABAL PALM | REMOVE | 20 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 37 | SABAL PALM | REMAIN | 8 | | Y | | | | | |
| 38 | SABAL PALM | REMOVE | 18 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 39 | OAK | REMOVE | 10 | Y | | S | | 10 | | MITIGATE/REPLACE WITH OAK TREES, MIN. 4.5 |
| 40 | LAUREL OAK | REMAIN | 2.5 | | Y | | | | | |
| 41 | SHORT LEAF FIG | REMAIN | | | Y | | | | | |
| 42 | LAUREL OAK | REMAIN | 9 | | Y | | | | | |
| 43 | COCONUT PALM | REMOVE | 8 | Y | | | | | | NO REPLACEMENT |
| 44 | SABAL PALM | REMOVE | 15 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 45 | SABAL PALM | REMOVE | 18 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| 46 | SABAL PALM | REMOVE | 14 | Y | | | | | 1 | MITIGATE/REPLACE 14' C.T. |
| | | TOTAL REPLACEMENTS: | | | | | 68" | 87" | 18 palms | PER CITY FORMULA - 41 PINES AND 48 OAKS TO REPLANT OR MITIGATE (SEE BELOW) |

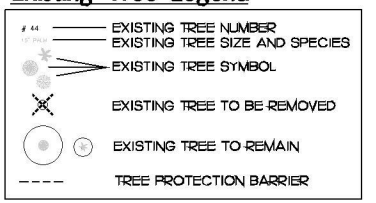
Slash Pine Replacement Formula: 68 "
Total inches to remove X 1.5, divided by 2.5" = 41 total trees to replant. OR
X 50% = 21 X 175% of Plant Finder cost( $125 X 175% = $219 ) = $4,599 (total to pay into City fund)

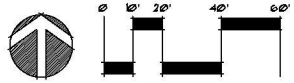
**Pine Replacement :** 41 trees (2.5") **OR** 50% of trees ( **21** trees) and **$4,599**
(based on a $125 Plant Finder replacement - 12')

Oak Tree Replacement Formula: 87 "
Total inches to remove X 2.5, divided by 4.5" = 48 total trees to replant. OR
X 50% = 24 X 175% of Plant Finder cost( $800 X 175% = $1,400 ) = $33,600 (total to pay into City fund)

**Oak Replacement :** 48 trees (4.5") **OR** 50% of trees ( **24** trees) and **$33,600**
(based on a $1,400 Plant Finder replacement - 4.5")

# Existing Tree Legend




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Tree Disposition & Mitigation Plan

# Shoppes on Colorado Annex

City of Stuart, Florida

Designed: BG
Drawn: BG
Approved: GGG/BOM/MTH
Date: 2-12-19
Job no.: 18-1103
Revisions: 9-12-19
10-29-19
2-12-20 Spec Update

Seal

LC 0000777

Sheet Title:
Landscape Development Plan

Scale: 1"=20'

Sheet No.
TDP-1

18-1103



I:\JOBS\2018\18-1103 SHOPPES ON COLORADO ANNEX - 18-XXXX\DRAWING FILES\CURRENT\SHOPPES AT COLORADO ANNEX_PLP_I_DEV 6.DWG
PLOTTED: 2/13/20 AT 12:04PM BY DSEVERN
DISCIPLINE(S): LA

## Plant List

**TREES**

| KEY | QTY. | BOTANICAL NAME | COMMON NAME | HEIGHT | SPREAD | CALIPER | SPACING | D.T. | NATIVE | REMARKS |
|---|---|---|---|---|---|---|---|---|---|---|
| AR1 | 4 | ACER RUBRUM 'FLORIDA FLAME' | FLORIDA FLAME MAPLE | 12' | 3-4' | 2.5" | A.S. | V | Y | |
| CD | 3 | COCCOLOBA DIVERSIFOLIA | PIGEON PLUM | 12' | 4' | | A.S. | M | Y | |
| CE2 | 9 | CONOCARPUS ERECTUS 'SERICEUS' | SILVER BUTTONWOOD | 12' | 3-4' | 2" | A.S. | V | Y | Standard |
| LI | 6 | LAGERSTROEMIA INDICA 'MUSKOGEE' | CREPE MYRTLE | 12' | 3-4' | 2" | A.S. | V | N | Standard |
| QV | 2 | QUERCUS VIRGINIANA | LIVE OAK | 12' | 3-4' | 2.5" | A.S. | V | Y | |
| TD | 9 | TAXODIUM DISTICHUM | BALD CYPRESS | 12' | 3-4' | 2.5" | A.S. | V | Y | |

**PALMS**

| KEY | QTY. | BOTANICAL NAME | COMMON NAME | HEIGHT | | CALIPER | SPACING | D.T. | NATIVE | REMARKS |
|---|---|---|---|---|---|---|---|---|---|---|
| AW | 3 | ACOELORRHAPHE WRIGHTII | EVERGLADES PALM | 14-16' | O.A. | MULTI | A.S. | V | Y | |
| HY | 13 | HYOPHORBE VERSCHAFFELTII | SPINDLE PALM | 4' | G.W. | SINGLE | A.S. | V | N | |
| RE | 6 | ROYSTONEA ELATA | ROYAL PALM | 8' | G.W. | SINGLE | A.S. | V | Y | |
| SP | 20 | SABAL PALMETTO | CABBAGE PALMETTO | 8' | C.T. | | A.S. | V | Y | HURRICANE CUT HEADS, SLICK, STAGGER HEIGHTS |

**SHRUBS**

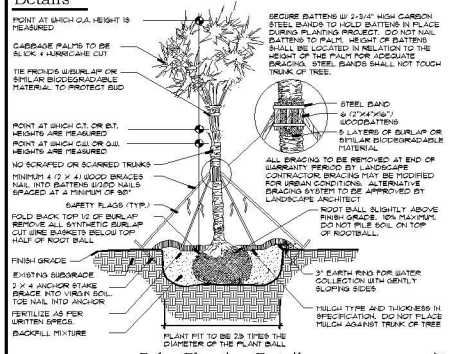
| KEY | QTY. | BOTANICAL NAME | COMMON NAME | HEIGHT | SPREAD | GAL. | SPACING | D.T. | NATIVE | REMARKS |
|---|---|---|---|---|---|---|---|---|---|---|
| CAP | 3 | CALYPTRANTHES PALLENS | SPICEWOOD | 6' | 3' | | A.S. | V | Y | FULL TO BASE |
| CHH | 93 | CHRYSOBALANUS ICACO 'HORIZONTAL' | HORIZONTAL COCOPLUM | 24" | 24" | | 2.5' O.C. | V | Y | |
| CHR | 233 | CHRYSOBALANUS ICACO 'RED TIP' | RED TIP COCOPLUM | 24" | 18" | | 2' O.C. | V | Y | |
| DIT | 58 | DIANELLA TASMANICA | BLUEBERRY FLAX LILY | 18 IN | 18" | | 2' O.C. | V | N | |
| FMI | 217 | FICUS MICROCARPA 'GREEN ISLAND' | GREEN ISLAND FICUS | 24" | 24" | | 2' O.C. | V | N | |
| HAP | 20 | HAMELIA PATENS | FIREBUSH | 24" | 18" | | 2.5' O.C. | V | Y | |
| ILV | 103 | ILEX VOMITORIA 'STOKES DWARF' | STOKES DWARF | 18" | 18" | | 2' O.C. | V | Y | |
| MUC | 144 | MUHLENBERGIA CAPILLARIS | MUHLY GRASS | 24" | 24" | | 2.5' O.C. | V | Y | |
| MCE | 22 | MYRICA CERIFERA | WAX MYRTLE | 48" | 3' | | 3' O.C. | V | Y | |
| PMP | 21 | PODOCARPUS MACROPHYLLUS 'PRINGLES' | DWARF JAPANESE YEW | 24" | 18" | | 1.5' O.C. | M | N | FULL TO BASE |
| TRD | 31 | TRIPSACUM DACTYLOIDES | FAKAHATCHEE GRASS | 36" | 24" | | 3' O.C. | V | Y | |
| TFL | 43 | TRIPSACUM FLORIDANA | FLORIDA GAMMA GRASS | 18" | 18" | | 2.5' O.C. | V | Y | |

**GROUNDCOVER**

| KEY | QTY. | BOTANICAL NAME | COMMON NAME | HEIGHT | SPREAD | GAL. | SPACING | D.T. | NATIVE | REMARKS |
|---|---|---|---|---|---|---|---|---|---|---|
| ADE | 210 | ASPARAGUS DENSIFLORUS 'MEYERSII' | FOXTAIL FERN | 18" | 18" | #1 FULL POT | 1.5' O.C. | V | N | |
| CFL | 393 | CANNA FLACCIDA | YELLOW CANNA | 18" | 12" | #3 | 1.5' O.C. | M | Y | |
| NFI | 98 | NEOREGELIA 'FIREBALL' | FIREBALL BROMELIAD | 6" | 6" | #1 | 1' O.C. | V | N | |

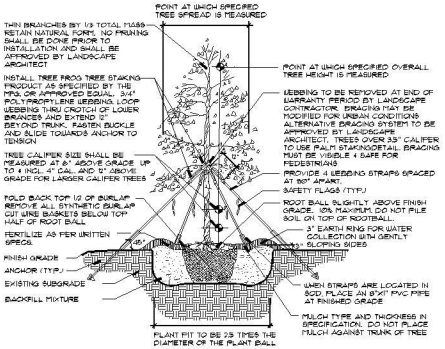
ABBREVIATIONS:
D.T.: DROUGHT TOLERANCE, V= VERY, M= MODERATE, L= LOW
NATIVE: Y= YES, N= NO
G.W.=GREY WOOD, C.T.= CLEAR TRUNK, O.A.=OVERALL, A.S.= AS SPECIFIED, O.C.=ON CENTER

## Details



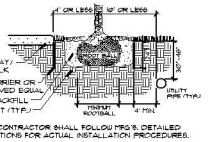

Palm Planting Detail N.T.S.

Tree Planting Over 3.5" Cal.

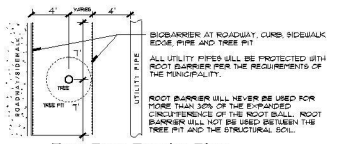



Tree Planting Detail N.T.S.

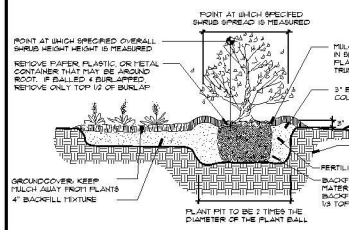
Tree Planting 1" To 3.5" Cal.



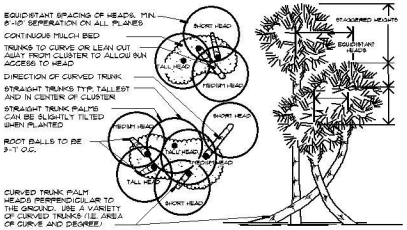

Tree Root Barrier Section N.T.S.




Tree Root Barrier Plan N.T.S.




Shrub & Ground Cover Planting Detail N.T.S.




Typical Cabbage Palm Layout N.T.S.

## Specifications - Exterior Plants

1.4 QUALITY ASSURANCE:
SOIL ANALYSIS SHALL BE CONDUCTED BY THE LANDCAPE CONTACTOR PRIOR TO APPLICATION OF ANY SOIL AMENDMENTS, FERTILIZERS AND BACKFILL MIXTURES. THE LANDSCAPE CONTACTOR SHALL USE A QUALIFIED SOIL TESTING LABORATORY

THE RESULT OF THE SOIL TESTS SHALL BE SUBMITTED TO THE OWNER AND LANDSCAPE ARCHITECT FOR REVIEW PRIOR TO THE APPLICATION OF SAID MATERIALS. ADJUSTMENTS TO THE SOIL AMENDENTS MAY BE MADE UPON CONSULTAION WITH THE OWNER AND THE LANDSCAPE ARCHITECT.

1.5 DELIVERY, STORAGE AND HANDLING:
PRUNING OF TREES SHALL BE DONE ON SITE AFTER PLANTING FOR DAMAGED LIMBS OR AS DIRECTED TO IMPROVE OVERALL PLANT APPEARANCE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. PRUNING METHODS SHALL FOLLOW STANDARD HORTICULTURAL PRACTICES USING APPROPRIATE TOOLS. LOPPING, SHEARING OR TOPPING OF PLANT MATERIAL WILL BE GROUNDS FOR REJECTION. DAMAGED, SCARRED, HAYED, SPLIT OR SKINNED BRANCHES/LIMBS OR WOUNDS TO BE PROPERLY PRUNED BACK TO LIVE WOOD. THE CENTRAL LEADER OR BUD SHALL BE LEFT INTACT UNLESS SEVERELY DAMAGED.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE, THIN OUT STRUCTURE AND REMOVE NOT MORE THAN 15% OF BRANCHES.

1.6 WARRANTY:
WARRANT ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST DEATH AND UNHEALTHY CONDITION, EXCEPT AS MAY RESULT FROM NEGLECT BY OWNER, DAMAGE BY OTHERS AND UNUSUAL PHENOMENA BEYOND CONTRACTOR'S CONTROL. REPLACEMENTS SHALL BE MADE WITH COMPATIBLE SIZE AND QUALITY OF MATERIAL AT A TIME REQUESTED OR ACCEPTABLE BY THE OWNER OR LANDSCAPE ARCHITECT. PLANT MATERIAL REJECTED DURING THE COURSE OF CONSTRUCTION SHALL BE REMOVED WITHIN FIVE (5) WORKING DAYS AND REPLACED BEFORE THE FINAL INSPECTION FOR COMPLETION WILL BE SCHEDULED. WARRANTY ON REPLACEMENT PLANTS SHALL BE 1 YEAR FROM THE DATE OF FINAL ACCEPTANCE OF THE REPLACEMENTS. ANY DAMAGE TO LANDSCAPE, SODDED OR SEEDED AREAS DURING REPLACEMENT OF PLANT MATERIAL SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR.

1.7 MAINTENANCE SERVICE:
MAINTENANCE AND GENERAL CLEAN UP SHALL BE PERFORMED DAILY. MAINTENANCE SHALL INCLUDE BUT NOT BE LIMITED TO WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, REMOVAL OF LITTER, MOWING, HAND PRUNING SHRUBS AND PLANTS, REMOVING, REPAIRING OR REPAIRING STAKES AND GUYS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZATION AND SIMILAR OPERATIONS AS NEEDED TO ENSURE NORMAL GROWTH AND HEALTHY PLANT MATERIAL. MAINTENANCE SHALL BEGIN AFTER EACH PLANT IS PLANTED AND SHALL CONTINUE FOR NINETY (90) DAYS FROM THE DATE OF FINAL ACCEPTANCE.

1.8 QUANTITIES, LOCATION AND SUBSTITUTIONS:
THE QUANTITIES OF PLANT MATERIALS SHOWN ON PLANS SHALL TAKE PRECEDENCE OVER THE PLANT QUANTITIES ON THE PLANT LIST. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ADJUST THE NUMBERS AND LOCATIONS OF THE DESIGNATED TYPES AND SPECIES OF PLANTS TO BE USED AT ANY OF THE LOCATIONS SHOWN. THE OWNER SHALL RECEIVE A CREDIT OR DEBIT FOR THE UNIT PRICE OF THE PLANT MATERIAL. NO SUBSTITUTION OF PLANT MATERIAL TYPES, SPECIFICATIONS OR SIZES WILL BE PERMITTED WITHOUT WRITTEN AUTHORIZATION FROM THE LANDSCAPE ARCHITECT. THE OWNER AND/OR LANDSCAPE ARCHITECT RESERVES THE RIGHT TO NOT ACCEPT PLANT MATERIAL THAT DOES NOT, IN THE OPINION OF THE OWNER AND/OR LANDSCAPE ARCHITECT, MEET THE SPECIFICATIONS HEREIN.

2.1 PLANT MATERIAL:
2.2
2.3 PROVIDE SIZES AND SPECIFICATIONS OF PLANTS AS SHOWN ON PLANS OR LISTED ON PLANT LIST. ALL TREES, PALMS, SHRUBS, GROUND COVERS AND OTHER PLANTS SHALL CONFORM TO THE STANDARD OF FLORIDA #1 OR BETTER AS GIVEN IN THE LATEST EDITION OF GRADES AND STANDARDS FOR NURSERY PLANTS BY FLORIDA DEPARTMENT OF AGRICULTURE, PART I AND II. PLANT MATERIAL SHALL ALSO CONFORM TO THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. (ANSI) BULLETIN Z60.1 - 1990 AND AS REVISED.

SPECIMEN PLANTS SHALL BE FLORIDA FANCY OR BETTER AND SHALL CONFORM TO THE LITERATURE STANDARDS LISTED ABOVE.

2.4 TOP SOIL:
TOPSOIL SHALL BE FRIABLE FERTILE SOIL WITH REPRESENTATIVE CHARACTERISTICS OF AREA SOILS. IT SHOULD BE FREE OF HEAVY CLAY, SILT, STONE, EXCESS LIME, SHELL ROCK, PLANT ROOTS, WEEDS, DEBRIS OR OTHER FOREIGN MATTER. IT SHALL NOT CONTAIN NOXIOUS PLANT GROWTH (SUCH AS BERMUDA, TORPEDO OR NUT GRASS). IT SHALL TEST BETWEEN THE PH RANGE OF 5.0 TO 7.0 UNLESS OTHERWISE SPECIFIED AND CONTAIN NO TOXIC RESIDUE OR SUBSTANCES THAT WOULD ENDANGER PLANT GROWTH. IF TOPSOIL IS NOT AVAILABLE ON SITE, IT SHALL BE IMPORTED FROM LOCAL SOURCES WITH SIMILAR SOIL CHARACTERISTICS TO THAT FOUND AT PROJECT SITE. OBTAIN TOPSOIL ONLY FROM NATURALLY, WELL-DRAINED SITES WHERE TOPSOIL OCCURS IN A DEPTH NOT LESS THAN 4".

2.5 INORGANIC SOIL AMENDMENTS:
SAND SHALL BE CLEAN, SALT-FREE AND CONTAINING NO EXTRANEOUS MATTER.

MYCORRHIZAL AMENDMENT SHALL BE DIEHARD™ TRANSPLANT AS MANUFACTURED BY HORTICULTURAL ALLIANCE OR EQUAL TO WITH THE FOLLOWING INGREDIENTS:

- ENDOMYCORRHIZAL FUNGI
- ECTOMYCORRHIZAL FUNGI
- BENERICIAL BACTERIA
- HUMIC ACID
- SOLUBLE SEA KELP
- AMINO ACIDS
- HORTA-SORB WATER MANAGEMENT GEL
- TRICHODERMA
- YUCCA PLANT EXTRACTS
- VITAMIN B COMPLEX

2.6 ORGANIC SOIL AMENDMENTS:
PEAT HUMUS SHALL BE DECOMPOSED PEAT WITH NO IDENTIFIABLE FIBERS OR IF AVAILABLE, MUCK MAY BE SUBSTITUTED AND SHALL BE FREE FROM STONES, EXCESSIVE PLANT ROOTS, DEBRIS OR OTHER FOREIGN MATTER. MUCK SHALL NOT BE OVERLY SATURATED WITH WATER.

2.7 FERTILIZATION:
PROVIDE FERTILIZER UNIFORM IN COMPOSITION, DRY, AND IN A FREE FLOWING CONDITION FOR APPLICATION BY SUITABLE EQUIPMENT, AND DELIVERED IN UNOPENED BAGS OR CONTAINERS, EACH FULLY LABELED.

FERTILIZE TREES, SHRUBS AND GROUND COVERS WITH "MILORGANITE" OR AN APPROVED COMPARABLE FERTILIZER. APPLY "MILORGANITE" IN A CIRCLE AROUND THE PLANT BEFORE MULCHING. DO NOT TOUCH THE PLANT WITH THE FERTILIZER. WATER IN FERTILIZER AFTER MULCHING. APPLY MILORGANITE" FERTILIZER AT THE FOLLOWING RATE:
5.00 LBS. OR 14.5 CUPS / PALMS
3.00 LBS. OR 8.70 CUPS / 12-16" MATERIAL
2.00 LBS. OR 5.80 CUPS / 8-12" MATERIAL
1.00 LBS OR 2.90 CUPS / 6-8" MATERIAL
0.19 LBS OR 1/2 CUP / 3 GAL MATERIAL
0.10 LBS. OR 1/4 CUP / 1 GAL MATERIAL

2.8 MULCHES:
MULCH TO BE APPLIED TO ALL PLANTING BEDS, 3" THICK MIN.
PINE STRAW MULCH SHALL BE APPLIED ONLY TO THOSE AREAS AS INDICATED ON THE PLAN. APPLY 6" FLUFFED, 2-3" THICK AFTER COMPACTION.

2.10 PLANTING SOIL MIX:
BACKFILL MIXTURE: 1/2 PARENT SOIL, 1/2 MIXTURE (1/3 SAND, 1/3 TOPSOIL, 1/3 PEAT HUMUS).

3.1: PLANTING BED ESTABLISHMENT:
PREPARATION: PRIOR TO THE INSTALLATION OF PLANTS, THE SITE SHALL BE FREE OF WEEDS, GRASS, SOD, DEBRIS, ROCKS OR OTHER MATERIAL MAKING THE SITE UNPLANTABLE. FOR FINAL ACCEPTANCE ALL PLANTED AREAS SHALL BE WEED FREE.

FINISH GRADING: THE LANDSCAPE CONTRACTOR SHALL COORDINATE THE INSTALLATION AND GRADING OF TOPSOIL. IF NECESSARY, WITH THE GENERAL CONTRACTOR, TO INSURE THE SITE IS AT FINISH GRADE PRIOR TO INSTALLING PLANTS.

3.2: PLANTING TREES:
LAYOUT PLANTS ACCORDING TO LANDSCAPE PLANS. IF A CONFLICT ARISES AS TO THE LOCATION SPACING OR OTHER CONFLICT, CONTACT THE LANDSCAPE ARCHITECT IMMEDIATELY.

EXCAVATE PIT TO TWO AND ONE-HALF (2 1/2) TIMES THE DIAMETER OF TREE BALL AND NOT LESS THAN 6" DEEPER. COMPACT A LAYER OF BACKFILL MIXTURE IN PIT TO LOCATE COLLAR OF PLANT PROPERLY IN A SLIGHTLY DISHED FINISH GRADE. BACKFILL AROUND BALL WITH BACKFILL MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS, WATERING THOROUGHLY AS LAYERS ARE PLACED. BUILD 3" HIGH BERM OF SOIL BEYOND EDGE OF EXCAVATION. APPLY FERTILIZER AS SPECIFIED AND THEN MULCH WITH THE TYPE AND THICKNESS SPECIFIED ON PLANT LIST.

GUY AND STAKE TREES LESS THAN 3.5" IN CALIPER, IN FOUR DIRECTIONS WITH "ARBORBRACE" NYLON TREE GUYING KIT WITH HARDENED NYLON ANCHOR AND 3/4" 600 LB. POLYPROP UV WEBBING, MODEL (ATG-R) OR APPROVED EQUAL. STAKE TREES IMMEDIATELY AFTER PLANTING. FOR MULTI-TRUNK PLANT MATERIAL, ATTACH GUYS TO FOUR (4) LARGEST LIMBS, CARE MUST BE TAKEN NOT TO MAKE GUYS TOO TIGHT. FOR TREES 3.5" IN CALIPER AND OVER, TREES MUST BE STAKED WITH WOOD 2X4 METHOD. FOLLOW PALM STAKING DETAIL FOR REQUIREMENTS. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ELIMINATE GUYING OR STAKING. THE OWNER SHALL RECEIVE A CREDIT OR DEBIT FOR THE UNIT PRICE OF THE GUYING OR STAKING. THE LANDSCAPE CONTRACTOR SHALL REMOVE BRACING IN ONE YEAR.

3.2: PLANTING SHRUBS:
EXCAVATE PITS OR TRENCH TWO (2) TIMES DIAMETER OF BALLS OR CONTAINERS, AND 3" DEEPER THAN REQUIRED FOR POSITIONING AT PROPER HEIGHT. COMPACT A LAYER OF BACKFILL MIXTURE IN BOTTOM BEFORE PLACING PLANTS. CUT AWAY BURLAP AND WIRE BASKETS FROM TOP HALF OF BALL AFTER DELIVERY TO SITE. PLACE PLANT IN PIT AND BACKFILL AROUND PLANTS WITH BACKFILL MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. WATER THOROUGHLY AS LAYERS ARE PLACED. FORM A 3" HIGH BERM OF SOIL BEYOND THE EDGES OF EXCAVATION. APPLY FERTILIZER AS SPECIFIED AND THEN MULCH WITH THE TYPE AND THICKNESS SPECIFIED ON PLANT LIST.

3.4: PLANTING GROUNDCOVERS:
LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED, AND SPREAD BACKFILL MIXTURE.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW FOR SPREADING OF ROOTS. COMPACT BACKFILL TO ELIMINATE VOIDS, AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY FERTILIZER AS SPECIFIED AND THEN MULCH WITH THE TYPE AND THICKNESS SPECIFIED ON PLANT LIST, LIFTING PLANT FOLIAGE ABOVE MULCH. MULCH SHALL BE SPREAD BEFORE PLANTING PLANTS IN POTS LESS THAN 1 GALLON SIZE (4", LINERS, ETC.).

## Specifications - Lawns and Grasses

2.1: PRODUCTS:
SOD SHALL MEET AMERICAN SOD PRODUCES ASSOCIATION STANDARDS FOR NURSERY GROWN SOD FOR THICKNESS OF CUT, PAD SIZE, STRENGTH OF SECTIONS, MOISTURE CONTENT AND THATCH. SOD SHALL BE GUARANTEED TO BE UNIFORM IN COLOR, LEAF TEXTURE, AND SHOOT DENSITY AND FREE OF WEEDS, DISEASE, FUNGUS, INSECTS OR OTHER IMPERFECTIONS AND SUFFICIENTLY KNITTED TO SUSTAIN GROWTH. SOD SHALL BE MOWED FOR FINAL ACCEPTANCE.

2.3: FERTILIZER:
FERTILIZE TURF AREAS WITH TYPE 1 FERTILIZER, COMPLYING WITH THE STATE FERTILIZER LAWS. THE FERTILIZER SHALL BE CHEMICALLY DESIGNATED WITH 12-6-6. PROVIDE AT LEAST 50% OF THE PHOSPHORIC ACID FROM NORMAL SUPER PHOSPHATE OR AN EQUIVALENT SOURCE PROVIDING A MINIMUM OF TWO UNITS OF SULFUR. THE AMOUNTS OF SULFUR AND ALL OTHER CHEMICAL SHALL BE INDICATED ON THE QUANTITATIVE ANALYSIS CARD ATTACHED TO THE UNOPENED BAG.

3.1: LAWN PREPARATION:
LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL PROVIDED ON SITE OR IMPORTED TO FINISH DESIGN ELEVATIONS. ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1000 S.F. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

3.2: SODDING:
SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.

LAY SOD STRIPS WITH TIGHT JOINTS, DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED SOIL MIX INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR TAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

## Landscape Certificatoin

LANDSCAPE CERTIFICATION: THE LANDSCAPE ARCHITECT SHALL PROVIDE FINAL CERTIFICATION TO THE OWNER AND MUNICIPALITY THAT PLANTS ARE INSTALLED PER THE DESIGN PLAN, DETAILS AND SPECIFICATIONS. ANY CHANGES TO THE PLAN WILL NEED TO HAVE THE LANDSCAPE ARCHITECT APPROVAL PRIOR TO INSTALLATION. CONFORMITY TO FLORIDA GRADE #1 IN THE ROOT BALL REQUIRES THE LANDSCAPE ARCHITECT TO INSPECT PRIOR TO INSTALLATION AT THE SITE. IT IS THE RESPONSIBILITY OF THE OWNER/GENERAL CONTRACTOR/LANDSCAPE CONTRACTOR FOR ORGANIZING INSPECTIONS OF PLANT MATERIAL PRIOR TO INSTALLATION.

## General Notes:

SOD TO BE ST. AUGUSTINE UNLESS OTHERWISE NOTED ON PLANS

ALL PLANTING AREAS SHALL RECEIVE 100% COVERAGE FROM A FULLY AUTOMATIC IRRIGATION SYSTEM EQUIPPED WITH A RAIN SENSOR.

ALL CONSTRUCTION DEBRIS & HARDPAN TO BE REMOVED FROM PLANTING BEDS TO A DEPTH OF 30"

UTILITES:
ABOVE AND BELOW GROUND UTILITIES SHALL BE VERIFIED AND LOCATED BY THE LANDSCAPE CONTRACTOR PRIOR TO COMMENCING WORK IN THE PROJECT AREA. IF UTILITY PLANS ARE AVAILABLE, THE CONTRACTOR SHALL EXAMINE THEM AND BRING ANY AND ALL CONFLICTS TO THE ATTENTION OF THE OWNER AND/OR LANDSCAPE ARCHITECT. WHEN WORKING IN AN AREA WHERE KNOWN UTILITIES EXIST, UTILITY LOCATIONS MAY NEED TO BE STAKED BY A SURVEYOR OR THE UTILITY COMPANIES. THE CONTRACTOR HAS THE OPTION TO CONTACT 811 TO SCHEDULE LOCATION OF THE UTILITIES WHICH SUBSCRIBE TO THEIR SERVICE.

811 Know what's **below.** **Call** before you dig.

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Gentile Glas Holloway O'Mahoney & Associates, Inc.
Landscape Architects
Planners
Environmental Consultants
1937 Commerce Lane
Suite 101
Jupiter, Florida 33458
561-515-9551
561-515-5260 FAX
www.2GHO.com

Landscape Specifications Plan
# Shoppes on Colorado Annex
City of Stuart, Florida

Designed: BG
Drawn: BG
Approved: GGG/BOM/MTH
Date: 2-12-19
Job no. 18-1103
Revisions: 9-12-19
10-29-19
2-11-20

Seal

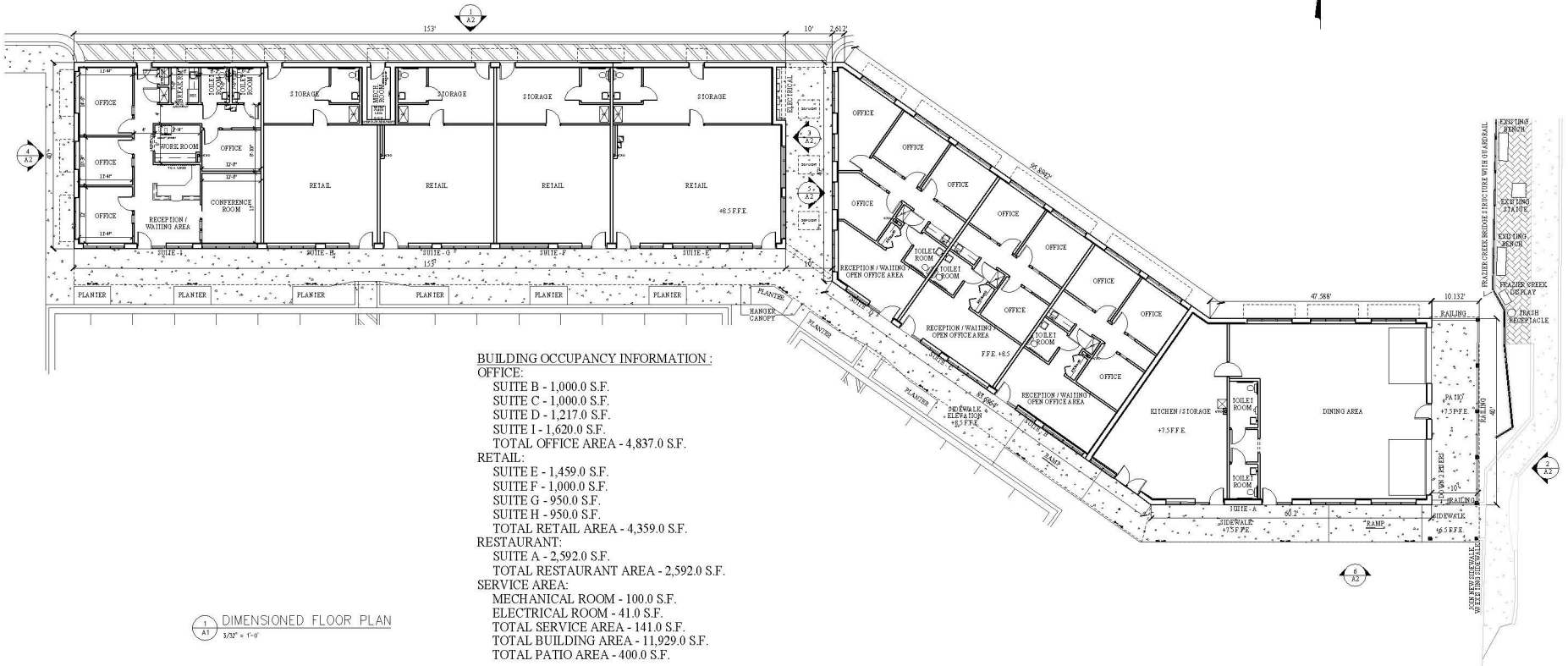
LC 0000777
Sheet Title:
Landscape Specifications Plan

Scale: AS SHOWN

Sheet No.
LP-2
18-1103



PLUS PASHOPPES ON COLORADO ANNEX - 18-XXXX\DRAWING FILES\CURRENT\SHOPPES AT COLORADO ANNEX_PLP_LDEV.DWG
PLOTTED: 2/11/20 AT 3:00PM BY DSEWELL
DSEWELL




1 A1 DIMENSIONED FLOOR PLAN
3/32" = 1'-0"

BUILDING OCCUPANCY INFORMATION :

OFFICE:
- SUITE B - 1,000.0 S.F.
- SUITE C - 1,000.0 S.F.
- SUITE D - 1,217.0 S.F.
- SUITE I - 1,620.0 S.F.
- TOTAL OFFICE AREA - 4,837.0 S.F.

RETAIL:
- SUITE E - 1,459.0 S.F.
- SUITE F - 1,000.0 S.F.
- SUITE G - 950.0 S.F.
- SUITE H - 950.0 S.F.
- TOTAL RETAIL AREA - 4,359.0 S.F.

RESTAURANT:
- SUITE A - 2,592.0 S.F.
- TOTAL RESTAURANT AREA - 2,592.0 S.F.

SERVICE AREA:
- MECHANICAL ROOM - 100.0 S.F.
- ELECTRICAL ROOM - 41.0 S.F.
- TOTAL SERVICE AREA - 141.0 S.F.

- TOTAL BUILDING AREA - 11,929.0 S.F.
- TOTAL PATIO AREA - 400.0 S.F.

I HEREBY CERTIFY THAT THIS PLAN, DRAWING OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF FLORIDA.
NAME: PAUL KUEHN AIA
LICENSE# AR0012166

ARCHITECT : PAUL KUEHN AIA
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709 SOUTH FEDERAL HIGHWAY
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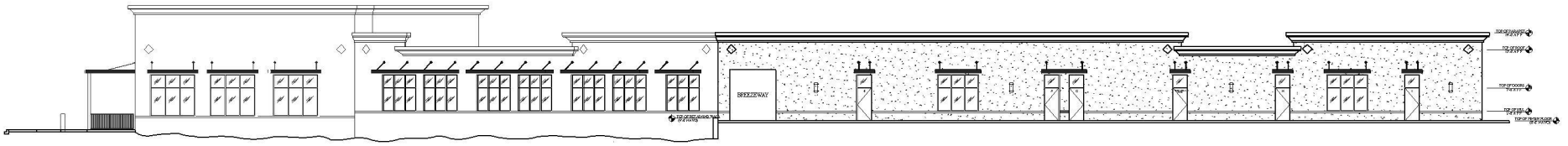
SHOPPES ON COLORADO ANNEX
704 SOUTH COLORADO AVENUE
SUITE A - SUITE I
STUART, FLORIDA 34994

# PROPOSED BUILDING SHOPPES ON COLORADO ANNEX

DIMENSIONED FLOOR PLAN

DATE: OCTOBER 21, 2019
DRAWN BY: JP
CHECKED BY: PAUL KUEHN
SCALE: AS SHOWN
REVISIONS:

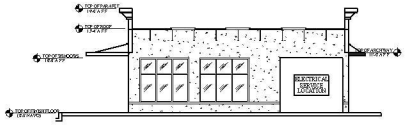
SHEET NO. A1



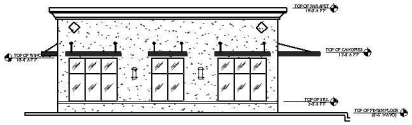

1 A2 REAR ELEVATION (NORTH)
3/32" = 1'-0"




2 A2 RIGHT ELEVATION (EAST)
3/32" = 1'-0"



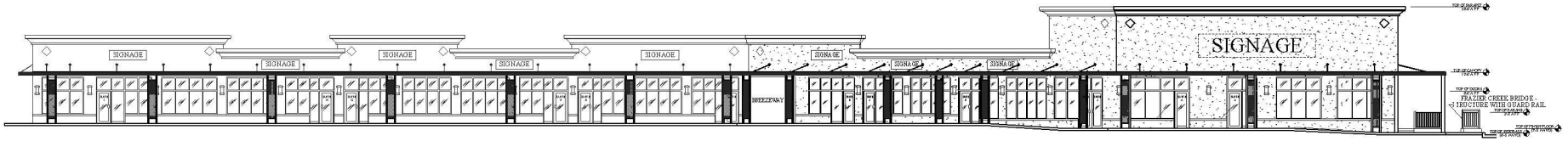

3 A2 BREEZEWAY ELEVATION (EAST)
3/32" = 1'-0"



4 A2 LEFT ELEVATION (WEST)
3/32" = 1'-0"




5 A2 BREEZEWAY ELEVATION (WEST)
3/32" = 1'-0"




6 A2 FRONT ELEVATION (SOUTH)
3/32" = 1'-0"

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF FLORIDA.
NAME: PAUL KUEHN AIA
LICENSE# AR0012166

ARCHITECT : PAUL KUEHN AIA
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SHOPPES ON COLORADO ANNEX
704 SOUTH COLORADO AVENUE
SUITE A - SUITE I
STUART, FLORIDA 34994

**PROPOSED BUILDING**
**SHOPPES ON COLORADO ANNEX**
EXTERIOR ELEVATIONS

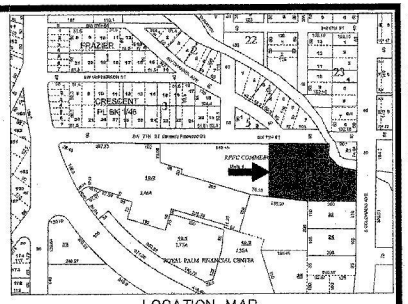
DATE: OCTOBER 21, 2019
DRAWN BY: JP
CHECKED BY: PAUL KUEHN
SCALE: AS SHOWN
REVISIONS:

SHEET NO.
**A2**

## LEGAL DESCRIPTION

UNIT 2, RPFC COMMERCIAL CONDOMINIUM, ACCORDING TO THE CONDOMINIUM DOCUMENTS THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 2499, PAGE 1296, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL CONTAINS 71,434.32 SQUARE FEET, 1.64 ACRES, +/-.




LOCATION MAP




| TREE TABLE/CHART | | |
|---|---|---|
| TREE # | TREE DIAMETER | TREE SPECIES |
| #1 | 18" | OAK |
| #2 | 12" | OAK |
| #3 | 12" | OAK |
| #4 | 8" | OAK |
| #5 | 7" | OAK |
| #6 | 6" | OAK |
| #7 | 12" | OAK |
| #8 | 11" | OAK |
| #9 | 10" | OAK |
| #10 | 12" | OAK |
| #11 | 12" | OAK |
| #12 | 10" | OAK |
| #13 | 10" | OAK |
| #14 | 12" | PALM |
| #15 | 20" | PALM |
| #16 | 11" | PALM |
| #17 | 12" | PALM |
| #18 | 10" | PALM |
| #19 | 12" | OAK |
| #20 | 12" | OAK |
| #21 | 10" | PALM |
| #22 | 30" | PINE |
| #23 | 24" | PINE |
| #24 | 24" | PINE |
| #25 | 17" | PALM |
| #26 | 12" | PALM |
| #27 | 14" | OAK |
| #28 | 14" | PALM |
| #29 | 24" | PINE |
| #30 | 14" | PALM |
| #31 | 24" | PINE |
| #32 | 14" | PALM |
| #33 | 18" | PALM |
| #34 | 18" | PALM |
| #35 | 14" | PALM |
| #36 | 18" | PALM |
| #37 | 14" | PALM |
| #38 | 18" | PALM |
| #39 | 18" | PALM |
| #40 | 2.5" | LAUREL OAK |
| #41 | 3" | SHOW-LEAF FIG |
| #42 | 3" | LAUREL OAK |
| #43 | 8" | PALM |
| #44 | 10" | PALM |
| #45 | 16" | PALM |
| #46 | 16" | PALM |

Date of field survey:
05/25/2018

## NOTES:

1. Survey of description as furnished by Client.
2. Lands shown hereon were not abstracted for easements and/or rights-of-way of record.
3. All bearings are referenced to the East line of Section 5, Township 38 South, Range 41 East, (also being the East line of government lot 7), calculated from the State Plane Coordinate System, NAD 1983, as North 00°57'28" East, with all others relative thereto.
4. Elevations shown hereon are relative to North American Vertical Datum of 1988, and are based on benchmark FLC-2.
5. There are no above ground encroachments, unless otherwise shown.
6. The National Flood Insurance Program designation as indicated on the F.E.M.A. Map No. 12085C0134G, dated 03/16/2015, locates the parcel in Zone X AE, base flood elevation N/A 6 feet; subject to any scaling and interpolation factors associated with mapping of this accuracy. This data is an interpretation by the surveyor and is provided as a courtesy. The flood zone(s) should be verified by a determination agency.
7. Underground foundations & utilities not located unless shown.
8. The expected use of the survey and map is for commercial.
9. All measurements are in accordance with the United States standard, in feet.
10. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

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

STEPHEN J. BROWN, INC

STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 4049, STATE OF FLORIDA

1. PROPERTY ADDRESS: UNASSIGNED
2. CERTIFIED TO: TED GLASRUD ASSOCIATES FL, LLC

| REVISIONS | BY |
|---|---|
| UPDATE BOUNDARY & TREE/TOPO SURVEY 05/25/2018 | S.J.B. |
| ADDED TREE CHART 06/06/2018 | S.J.B. |

PREPARED FOR: TED GLASRUD ASSOCIATES FL, LLC


STEPHEN J. BROWN, INC
LICENSED BUSINESS NUMBER-6484
SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS
619 EAST 5TH STREET, STUART, FLORIDA 34994 EMAIL: sjbinc@bellsouth.net PHONE: (772)-288-7176


# TREE, TOPOGRAPHIC AND BOUNDARY SURVEY

| | |
|---|---|
| DRAWN | R.F.C. |
| CHECKED | S.J.B. |
| DATE | 06/16/2018 |
| SCALE | 1" = 20' |
| JOB NO. | 3350-30-01B |
| SHEET | ONE |
| OF | ONE SHEETS |

O'ROURKE
ENGINEERING & PLANNING

# TRAFFIC ANALYSIS

# FOR

# SHOPPES ON COLORADO

**Prepared for:**

**Kristen Brown**
**Ted Glasrud Associates, Inc**
**759 SW Federal Highway, Suite 217**
**Stuart, FL 34994**

**Prepared by:**

**O'Rourke Engineering & Planning**
**969 SE Federal Highway, Suite 402**
**Stuart, Florida 34994**
**772-781-7918**

**October 3, 2019**

**MR19082.0**

| | |
|---|---|
| Prepared by:<br>O'Rourke Engineering & Planning<br>Certificate of Authorization: #26869<br>969 SE Federal Highway, Ste. 402<br>Stuart, Florida 34994<br>772-781-7918 | Professional Engineer<br><br>Susan E. O'Rourke, P.E.<br>Date signed and sealed: 10/7/19<br>License #: 42684 |

O'ROURKE
ENGINEERING & PLANNING

October 3, 2019

Ms. Kristen Brown
Ted Glasrud Associates, Inc
759 SW Federal Highway, Suite 217
Stuart, FL 34994

**Re: Shoppes on Colorado**

Dear Ms. Brown:

O'Rourke Engineering & Planning has completed the traffic analysis of the proposed development of 4,359 square feet of retail; 4,837 square feet of office and 2,592 square feet of restaurant in Stuart, Florida. The steps in the analysis and the ensuing results are presented herein.

It has been a pleasure working with you. If you have any questions or comments, please do not hesitate to contact our office.

Respectfully submitted,
**O'Rourke Engineering & Planning**

Susan E. O'Rourke, P.E.
President

*C2 – Report - Shoppes at Colorado – 10.3.19*

## TABLE OF CONTENTS


| | |
|---|---|
| INTRODUCTION | 1 |
| PROJECT DESCRIPTION | 1 |
| EXISTING CONDITIONS | 3 |
| PROJECT TRAFFIC | 3 |
| PROJECT DISTRIBUTION/ ASSIGNMENT/ IMPACT | 5 |
| LINK ANALYSIS / CONCURRENCY REVIEW | 5 |
| INTERSECTION ANALYSIS | 9 |
| DRIVEWAY ANALYSIS | 9 |
| CONCLUSION | 9 |


### TABLES


| | |
|---|---|
| TABLE 1: Project Trip Generation | 4 |
| TABLE 2: Project Percent Assignment | 7 |
| TABLE 3: Link Analysis | 8 |


### FIGURES


| | |
|---|---|
| FIGURE 1: Project Location | 2 |
| FIGURE 2: Project Traffic Assignment | 6 |
| FIGURE 3: Project Driveway Volumes | 10 |


### APPENDICES


APPENDIX A: Site Plan/Internal Trip Matrix
APPENDIX B: Martin County 2018 LOS Report
APPENDIX C: Intersection Analysis Data

## INTRODUCTION

O'Rourke Engineering & Planning was retained to prepare a traffic analysis for the proposed 4,359 square feet of retail, 4,837 square feet of office and 2,592 square feet of restaurant to be located west of Colorado Avenue and north of A Street in Stuart, Florida. The purpose of this report is to determine the project impact on the surrounding roadway system.

In order to make the determination that the project complies with City of Stuart Concurrency Guidelines, the following analytical steps were taken:

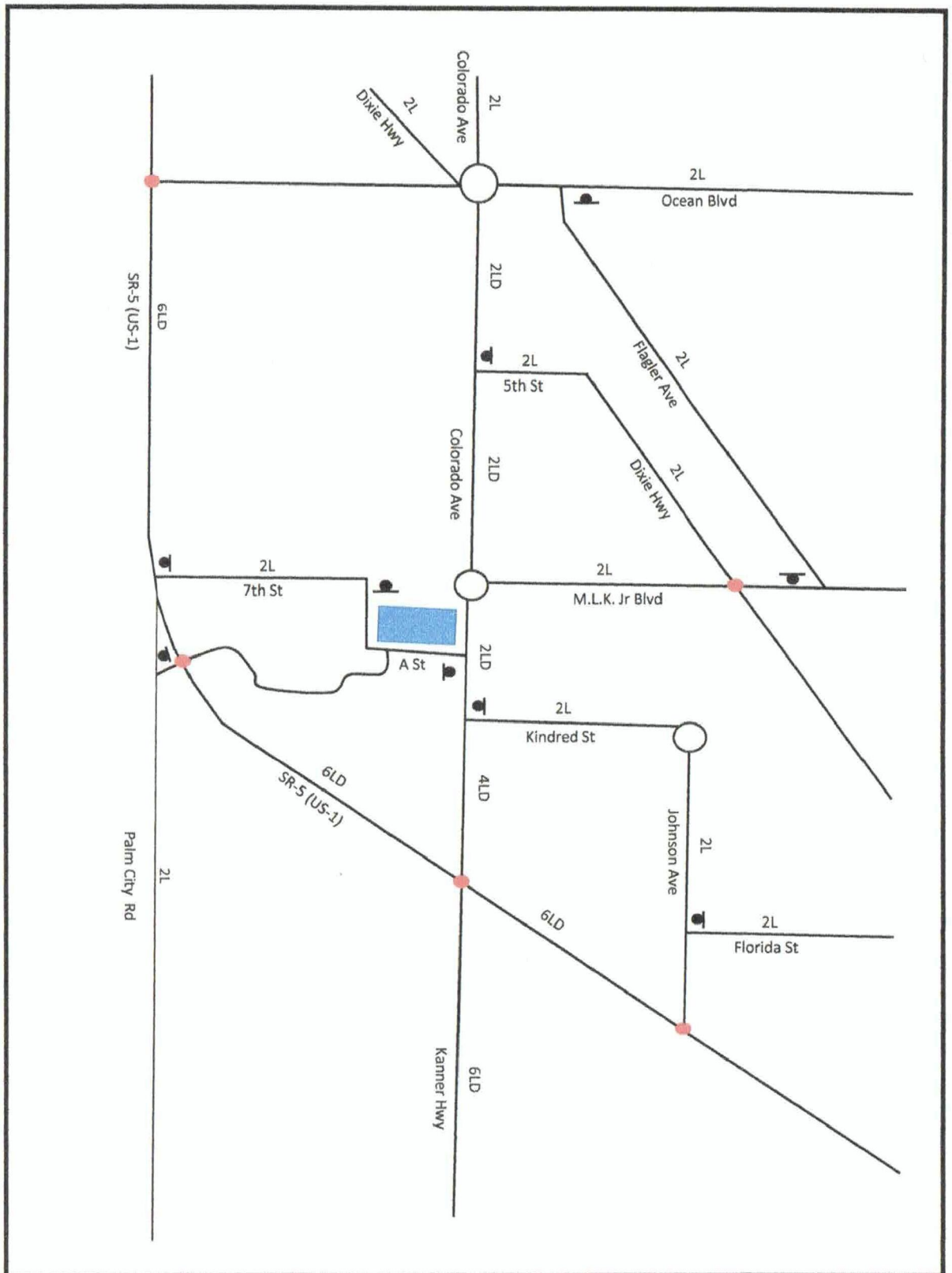
- summary of the project
- summary of existing lane geometries
- summary of existing traffic volumes
- assessment of project traffic
- determination of impact area
- summary of short-term cumulative traffic volumes
- summary of levels of service with project traffic added

Each of these steps is outlined herein.

## PROJECT DESCRIPTION

The project is 4,359 square feet of retail, 4,837 square feet of office and 2,592 square feet of restaurant to be located west of Colorado Avenue and north of A Street. The project location is shown in **Figure 1**.

The project site plan is provided in **APPENDIX A.**




NTS

O'ROURKE ENGINEERING & PLANNING

969 SE Federal Hwy, Suite 402
Stuart, Fl, 34994

Job #:

Date:

## Legend

= Project Location

= Signalized Intersection

= Stop Sign

#L = Number of Lanes

## Figure 1

Project Location

Shoppes at Colorado

## EXISTING CONDITIONS

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

The study area roadways were defined in terms of existing lane geometrics and existing traffic volumes.

### Existing Lane Geometrics and Traffic Control

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

- Federal Highway (US-1) is a six-lane divided arterial roadway with a north/south alignment.
- A Street is a two-lane local roadway with an east/west alignment.
- Colorado Avenue is a two-lane arterial roadway with a north/south alignment.

### Existing Traffic Volumes/ Service Volume

Traffic volumes were obtained from the Martin County 2018 Roadway Level of Service Inventory Report and from traffic counts. The number of lanes and the associated peak hour/peak direction service volumes will be summarized in the upcoming sections of the report. The service volumes were developed based on the functional classification contained in the County Comprehensive Plan and the 2018 Martin County Level of Service Report. The FDOT 2012 Quality/Level of Service Handbook Tables were used to develop service volumes for roadways not included in the Martin County Level of Service Report. These documents are included in **APPENDIX B.**

## PROJECT TRAFFIC

To estimate traffic generated by the project, the ITE Trip Generation, 10$^{th}$ Edition trip rates were applied. Pass by percentage rates were obtained from the Martin County Impact Fee Study. These calculations provide an estimate of the typical generation. Trip generation for the project is shown in **Table 1.** The internal trip matrix is included in **APPENDIX A.**

As shown, the project will generate 470 net new daily trips. There will be 20 AM peak hour trips and 38 PM peak hour trips.

**Table 1 - Trip Generation**

**Table 1a: Daily**

| Land Use | ITE Code | Intensity | Units | Trip Generation Rate | Directional Split | | Gross Trips | | | Internalization Trips | | | | Net External Trips | | | Pass-by Trips | | | | Net New Trips | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | In | Out | In | Out | Total | In | Out | Total | % | In | Out | Total | In | Out | Total | % | In | Out | Total |
| Small Office Building | 712 | 4,837 | Sft | T = 16.19(X) | 50% | 50% | 39 | 39 | 78 | 7 | 36 | 43 | 55.1% | 32 | 3 | 35 | 2 | 2 | 4 | 10.0% | 30 | 1 | 31 |
| Shopping Center | 820 | 4,359 | Sft | Ln(T) = 0.68Ln(X) + 5.57 | 50% | 50% | 357 | 357 | 714 | 31 | 48 | 79 | 11.1% | 326 | 309 | 635 | 153 | 152 | 305 | 48.0% | 173 | 157 | 330 |
| High-Turnover (Sit-Down) Restaurant | 932 | 2,592 | Sft | T = 112.18(X) | 50% | 50% | 146 | 145 | 291 | 71 | 25 | 96 | 33.0% | 75 | 120 | 195 | 43 | 43 | 86 | 44.0% | 32 | 77 | 109 |
| **TOTALS** | | | | | | | **542** | **541** | **1,083** | **109** | **109** | **218** | **20.1%** | **433** | **432** | **865** | **198** | **197** | **395** | **45.7%** | **235** | **235** | **470** |

**Source: ITE 10th Edition Trip Generation Rates**

**Table 1b: AM Peak Hour**

| Land Use | ITE Code | Intensity | Units | Trip Generation Rate | Directional Split | | Gross Trips | | | Internalization Trips | | | | Net External Trips | | | Pass-by Trips | | | | Net New Trips | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | In | Out | In | Out | Total | In | Out | Total | % | In | Out | Total | In | Out | Total | % | In | Out | Total |
| Small Office Building | 712 | 4,837 | Sft | T = 1.92(X) | 83% | 17% | 7 | 2 | 9 | 1 | 2 | 3 | 33.3% | 6 | - | 6 | 1 | - | 1 | 10.0% | 5 | - | 5 |
| Shopping Center | 820 | 4,359 | Sft | T = 0.94(X) | 62% | 38% | 2 | 2 | 4 | 1 | - | 1 | 25.0% | 1 | 2 | 3 | 1 | - | 1 | 48.0% | - | 2 | 2 |
| High-Turnover (Sit-Down) Restaurant | 932 | 2,592 | Sft | T = 9.94(X) | 55% | 45% | 14 | 12 | 26 | 1 | 1 | 2 | 7.7% | 13 | 11 | 24 | 6 | 5 | 11 | 44.0% | 7 | 6 | 13 |
| **TOTALS** | | | | | | | **23** | **16** | **39** | **3** | **3** | **6** | **15.4%** | **20** | **13** | **33** | **8** | **5** | **13** | **39.4%** | **12** | **8** | **20** |

**Source: ITE 10th Edition Trip Generation Rates**

**Table 1c: PM Peak Hour**

| Land Use | ITE Code | Intensity | Units | Trip Generation Rate | Directional Split | | Gross Trips | | | Internalization Trips | | | | Net External Trips | | | Pass-by Trips | | | | Net New Trips | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | In | Out | In | Out | Total | In | Out | Total | % | In | Out | Total | In | Out | Total | % | In | Out | Total |
| Small Office Building | 712 | 4,837 | Sft | T = 2.45(X) | 32% | 68% | 4 | 8 | 12 | 1 | 2 | 3 | 25.0% | 3 | 6 | 9 | - | 1 | 1 | 10.0% | 3 | 5 | 8 |
| Shopping Center | 820 | 4,359 | Sft | Ln(T) = 0.74Ln(X) + 2.89 | 48% | 52% | 25 | 28 | 53 | 6 | 6 | 12 | 22.6% | 19 | 22 | 41 | 9 | 11 | 20 | 48.0% | 10 | 11 | 21 |
| High-Turnover (Sit-Down) Restaurant | 932 | 2,592 | Sft | T = 9.77(X) | 62% | 38% | 16 | 9 | 25 | 5 | 4 | 9 | 36.0% | 11 | 5 | 16 | 4 | 3 | 7 | 44.0% | 7 | 2 | 9 |
| **TOTALS** | | | | | | | **45** | **45** | **90** | **12** | **12** | **24** | **26.7%** | **33** | **33** | **66** | **13** | **15** | **28** | **42.4%** | **20** | **18** | **38** |

**Source: ITE 10th Edition Trip Generation Rates**

## PROJECT DISTRIBUTION/ ASSIGNMENT/IMPACT

The project traffic was distributed by general geographic direction and then assigned to the roadway network.

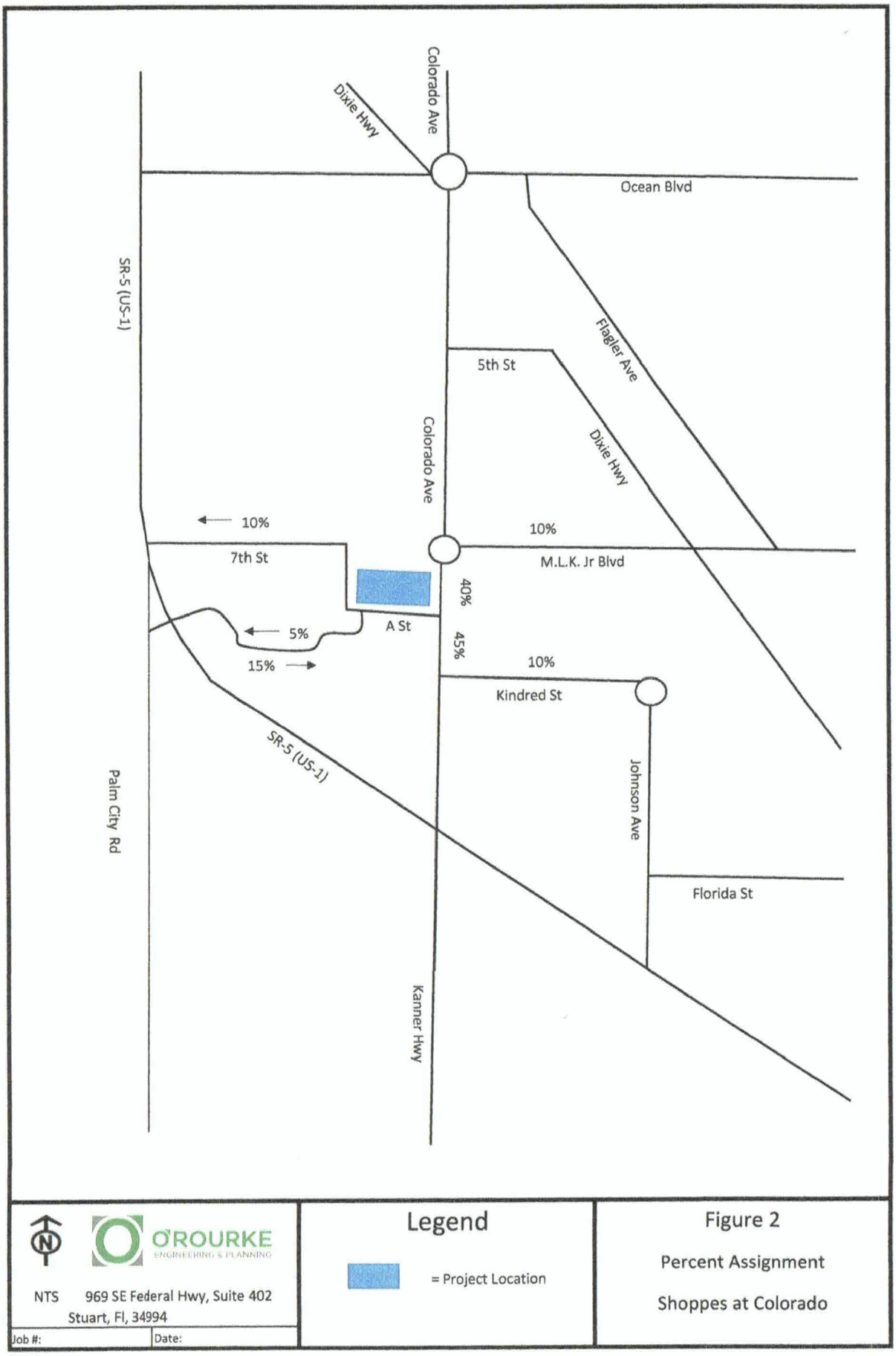
**Distribution/ Assignment** – This general distribution led to an assignment of trips based on the anticipated ultimate destinations and the roadway paths used to reach those destinations. The project assignment is shown in **Figure 2.**

**Impact – Tables 2a and 2b** summarize the project impact as a percent of service volume capacity. Project traffic is considered significant when the impact is 5% or more of LOS D. As shown, there are no links with a 5% or greater impact. Therefore, only the first directly accessed link will be analyzed.

## LINK ANALYSIS / CONCURRENCY REVIEW

In order to assess the impact on the adjacent links, the total traffic on the links at project buildout were compared to the roadway capacity. To estimate the total traffic in 2021, turning movement counts were conducted at the intersections of Colorado Avenue at Kindred Street and Colorado Avenue at A Street. The counts were used to establish the existing traffic on A Street and Colorado Avenue. The existing volumes were grown two years using a 1.4% growth rate from the average growth rate on SR-5 (US-1) in the area of the project. The project traffic was then added to determine the 2021 Total Traffic.

**Tables 3a and 3b** summarize the results of the link analysis. As shown, the roadways will operate at acceptable levels of service.




O'ROURKE ENGINEERING & PLANNING

NTS

969 SE Federal Hwy, Suite 402
Stuart, Fl, 34994

Job #:

Date:

## Legend

= Project Location

## Figure 2

Percent Assignment

Shoppes at Colorado

**Table 2a: Percent Impact - AM Peak Hour**

| Segment | From | To | Direction | | Lanes | Is Project Traffic 5% or More of Capacity? | LOS D (1) Directional Peak Hour | Directional Peak Project Volume | Project Percent Assignment | Directional Percent Project of Capacity |
|---|---|---|---|---|---|---|---|---|---|---|
| Colorado Ave | SR-5 | A Street | NB | IN | 2L | no | 1,190 | 5 | 45% | 0.42% |
| | SR-5 | A Street | SB | OUT | 2L | no | 1,190 | 4 | 45% | 0.34% |
| | A Street | Ocean Blvd | NB | OUT | 2L | no | 1,190 | 3 | 40% | 0.25% |
| | A Street | Ocean Blvd | SB | IN | 2L | no | 1,190 | 5 | 40% | 0.42% |
| A Street | Colorado Ave | SW 7th St | EB | OUT | 2L | no | 750 | 7 | 85% | 0.93% |
| | Colorado Ave | SW 7th St | WB | IN | 2L | no | 750 | 10 | 85% | 1.33% |

(1) 2012 FDOT Quality Level of Service Handbook Tables

In: 12
Out: 8

**Table 2b: Percent Impact - PM Peak Hour**

| Segment | From | To | Direction | | Lanes | Is Project Traffic 5% or More of Capacity? | LOS D (1) Directional Peak Hour | Directional Peak Project Volume | Project Percent Assignment | Directional Percent Project of Capacity |
|---|---|---|---|---|---|---|---|---|---|---|
| Colorado Ave | SR-5 | A Street | NB | IN | 2L | no | 1,190 | 9 | 45% | 0.76% |
| | SR-5 | A Street | SB | OUT | 2L | no | 1,190 | 8 | 45% | 0.67% |
| | A Street | Ocean Blvd | NB | OUT | 2L | no | 1,190 | 7 | 40% | 0.59% |
| | A Street | Ocean Blvd | SB | IN | 2L | no | 1,190 | 8 | 40% | 0.67% |
| A Street | Colorado Ave | SW 7th St | EB | OUT | 2L | no | 750 | 15 | 85% | 2.00% |
| | Colorado Ave | SW 7th St | WB | IN | 2L | no | 750 | 17 | 85% | 2.27% |

(1) 2012 FDOT Quality Level of Service Handbook Tables

In: 20
Out: 18

**Table 3a: Link Analysis - AM Peak Hour**

| Segment | From | To | Direction | | Lanes | Is Project Traffic 5% or More of Capacity? | 2019 Volume Peak Hour [2] Peak Direction | Growth Rate [3] | 2021 Volume Peak Hour Peak Direction | LOS D [1] Directional Peak Hour | Directional Peak Project Volume | Project Percent Assignment | Directional Percent Project of Capacity | Total Traffic (Peak Direction) | Does Project Meet Concurrency? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Colorado Ave | SR-5 | A Street | NB | IN | 2L | no | 1102 | 1.014 | 1,133 | 1,190 | 5 | 45% | 0.42% | 1,138 | Yes |
| | SR-5 | A Street | SB | OUT | 2L | no | 475 | 1.014 | 488 | 1,190 | 4 | 45% | 0.34% | 492 | Yes |
| | A Street | Ocean Blvd | NB | OUT | 2L | no | 1102 | 1.014 | 1,133 | 1,190 | 3 | 40% | 0.25% | 1,136 | Yes |
| | A Street | Ocean Blvd | SB | IN | 2L | no | 475 | 1.014 | 488 | 1,190 | 5 | 40% | 0.42% | 493 | Yes |
| A Street | Colorado Ave | SW 7th St | EB | OUT | 2L | no | 15 | 1.014 | 15 | 750 | 7 | 85% | 0.93% | 22 | Yes |
| | Colorado Ave | SW 7th St | WB | IN | 2L | no | 66 | 1.014 | 68 | 750 | 10 | 85% | 1.33% | 78 | Yes |

(1) 2012 FDOT Quality Level of Service Handbook Tables
(2) From Turning Movement Counts
(3) Martin County Level of Service Inventory Report for US 1

In: 12
Out: 8
Years Grown: 2

**Table 3b: Link Analysis - PM Peak Hour**

| Segment | From | To | Direction | | Lanes | Is Project Traffic 5% or More of Capacity? | 2019 Volume Peak Hour [2] Peak Direction | Growth Rate [3] | 2021 Volume Peak Hour Peak Direction | LOS D [1] Directional Peak Hour | Directional Peak Project Volume | Project Percent Assignment | Directional Percent Project of Capacity | Total Traffic (Peak Direction) | Does Project Meet Concurrency? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Colorado Ave | SR-5 | A Street | NB | IN | 2L | no | 964 | 1.014 | 991 | 1,190 | 9 | 45% | 0.76% | 1,000 | Yes |
| | SR-5 | A Street | SB | OUT | 2L | no | 1139 | 1.014 | 1,171 | 1,190 | 8 | 45% | 0.67% | 1,179 | Yes |
| | A Street | Ocean Blvd | NB | OUT | 2L | no | 964 | 1.014 | 991 | 1,190 | 7 | 40% | 0.59% | 998 | Yes |
| | A Street | Ocean Blvd | SB | IN | 2L | no | 1139 | 1.014 | 1,171 | 1,190 | 8 | 40% | 0.67% | 1,179 | Yes |
| A Street | Colorado Ave | SW 7th St | EB | OUT | 2L | no | 152 | 1.014 | 156 | 750 | 15 | 85% | 2.00% | 171 | Yes |
| | Colorado Ave | SW 7th St | WB | IN | 2L | no | 53 | 1.014 | 54 | 750 | 17 | 85% | 2.27% | 71 | Yes |

(1) 2012 FDOT Quality Level of Service Handbook Tables
(2) From Turning Movement Counts
(3) Martin County Level of Service Inventory Report for US 1

In: 20
Out: 18
Years Grown: 2

## INTERSECTION ANALYSIS

Turning movement counts were conducted in September of 2019 at the intersections of Colorado Avenue at Kindred Street and Colorado Avenue at A Street. A seasonal factor of 1.29 was applied. The existing volumes were grown two years using a 1.4% growth rate from the average growth rate on SR-5 (US-1) in the area of the project. The project traffic was then added to determine the 2021 Total Traffic at the intersections.

The intersections were analyzed using the Highway Capacity Software. The intersection of Colorado Avenue and Kindred Street has a delay of 35.3 seconds per vehicle for the westbound approach and an overall delay of 2.4 seconds per vehicle in the AM peak hour and a delay of 34.3 seconds per vehicle for the westbound approach and an overall delay of 3.3 seconds per vehicle in the PM peak hour with the existing traffic. The intersection of Colorado Avenue and A Street has a delay of 11.6 seconds per vehicle for the eastbound approach and an overall delay of 0.1 seconds per vehicle for the AM peak hour and a delay of 47.8 seconds per vehicle for the eastbound approach and an overall delay of 3.2 seconds per vehicle for the PM peak hour with the existing traffic.

Under buildout conditions, the intersection of Colorado Avenue and Kindred Street will have a delay of 39.2 seconds per vehicle for the westbound approach and an overall delay of 2.6 seconds per vehicle in the AM peak hour and a delay of 39.0 seconds per vehicle for the westbound approach and an overall delay of 3.7 seconds per vehicle in the PM peak hour. The intersection of Colorado Avenue and A Street will have a delay of 11.9 seconds per vehicle for the eastbound approach and an overall delay of 0.2 seconds per vehicle for the AM peak hour and a delay of 68.0 seconds per vehicle for the eastbound approach and an overall delay of 5.0 seconds per vehicle for the PM peak hour.

As shown, both intersections will operate at acceptable levels of service based on overall delay with more delay to the side streets. Adequate storage is available for queueing vehicles.

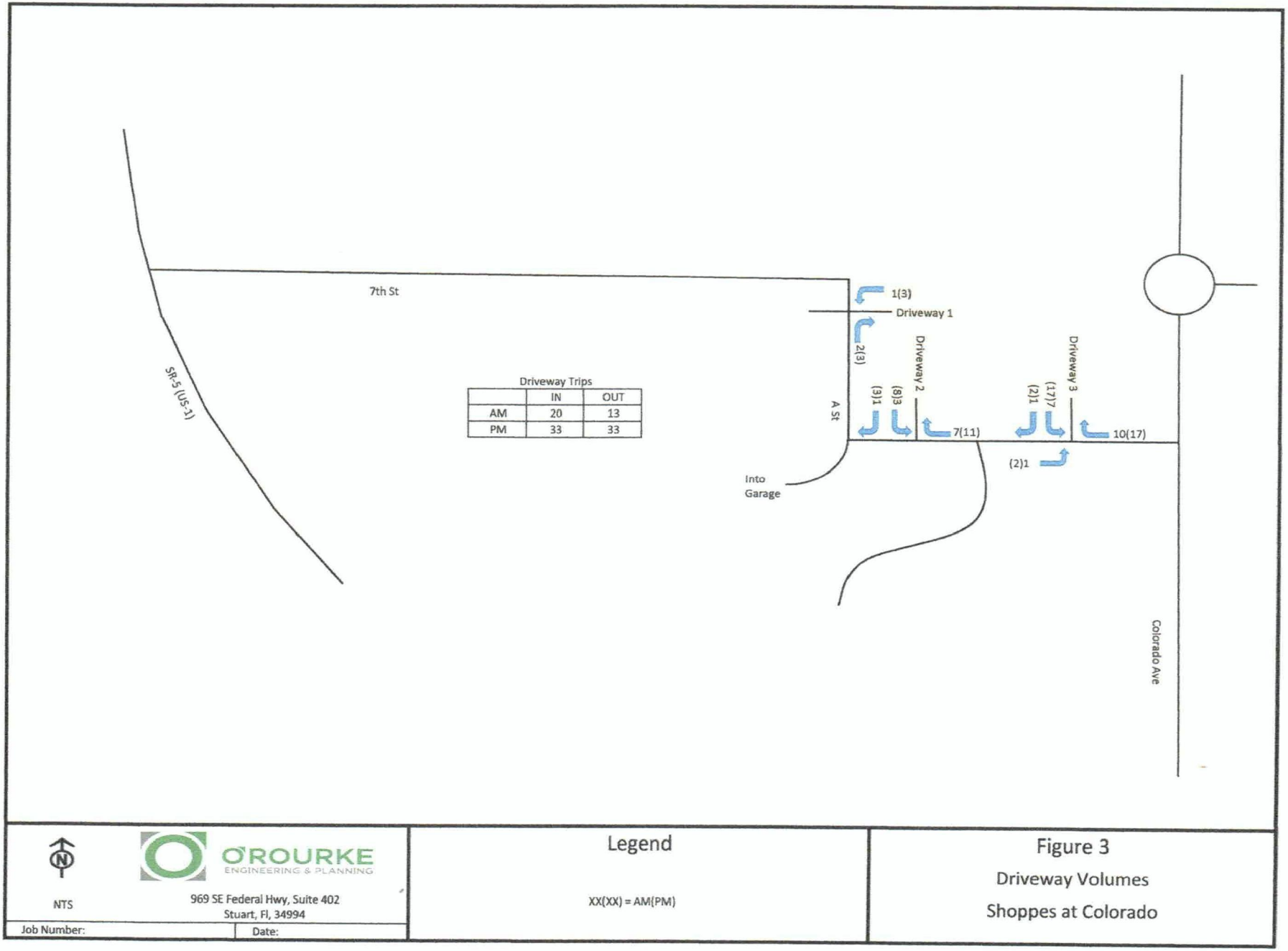
The intersection data and turning movement counts data are shown in **APPENDIX C.**

## DRIVEWAY ANALYSIS

The site will have access via three full access driveways onto A Street. **Figure 3** shows the driveway locations and volumes in the AM and PM peak hour.

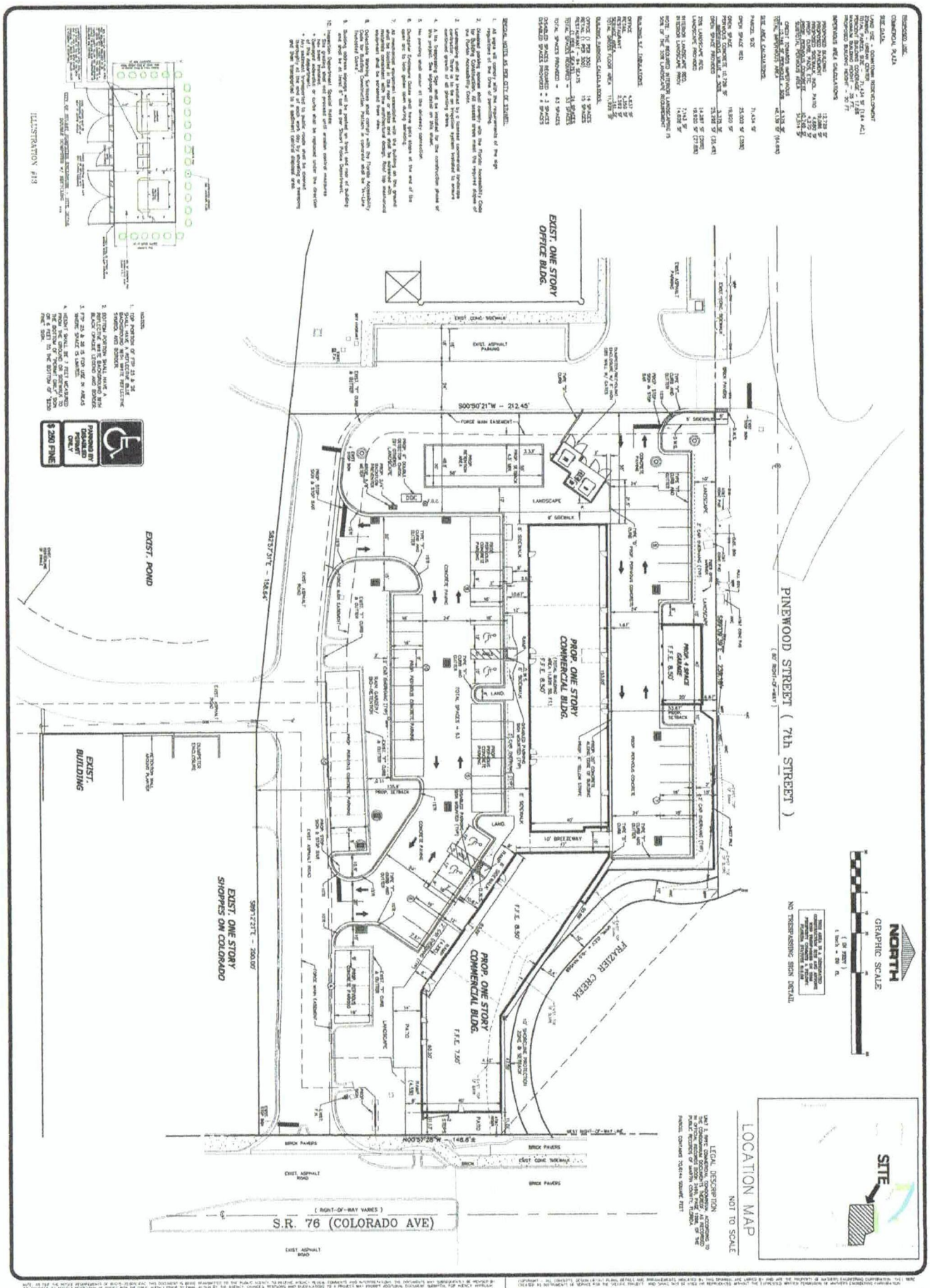
## CONCLUSION

With 470 daily trips, 20 AM peak hour trips and 38 PM peak hour trips, the project does not create the need for additional improvements to the roadway network. Therefore, the project meets the requirements for concurrency.


7th St
SR-5 (US-1)
A St
Driveway 1
Driveway 2
Driveway 3
1(3)
2(3)
(3)1
(8)3
7(11)
(2)1
(17)7
10(17)
(2)1
Into
Garage
Colorado Ave
Driveway Trips
IN
OUT
AM
20
13
PM
33
33
NTS
O'ROURKE
ENGINEERING & PLANNING
969 SE Federal Hwy, Suite 402
Stuart, Fl, 34994
Job Number:
Date:
Legend
XX(XX) = AM(PM)
Figure 3
Driveway Volumes
Shoppes at Colorado

# APPENDIX A

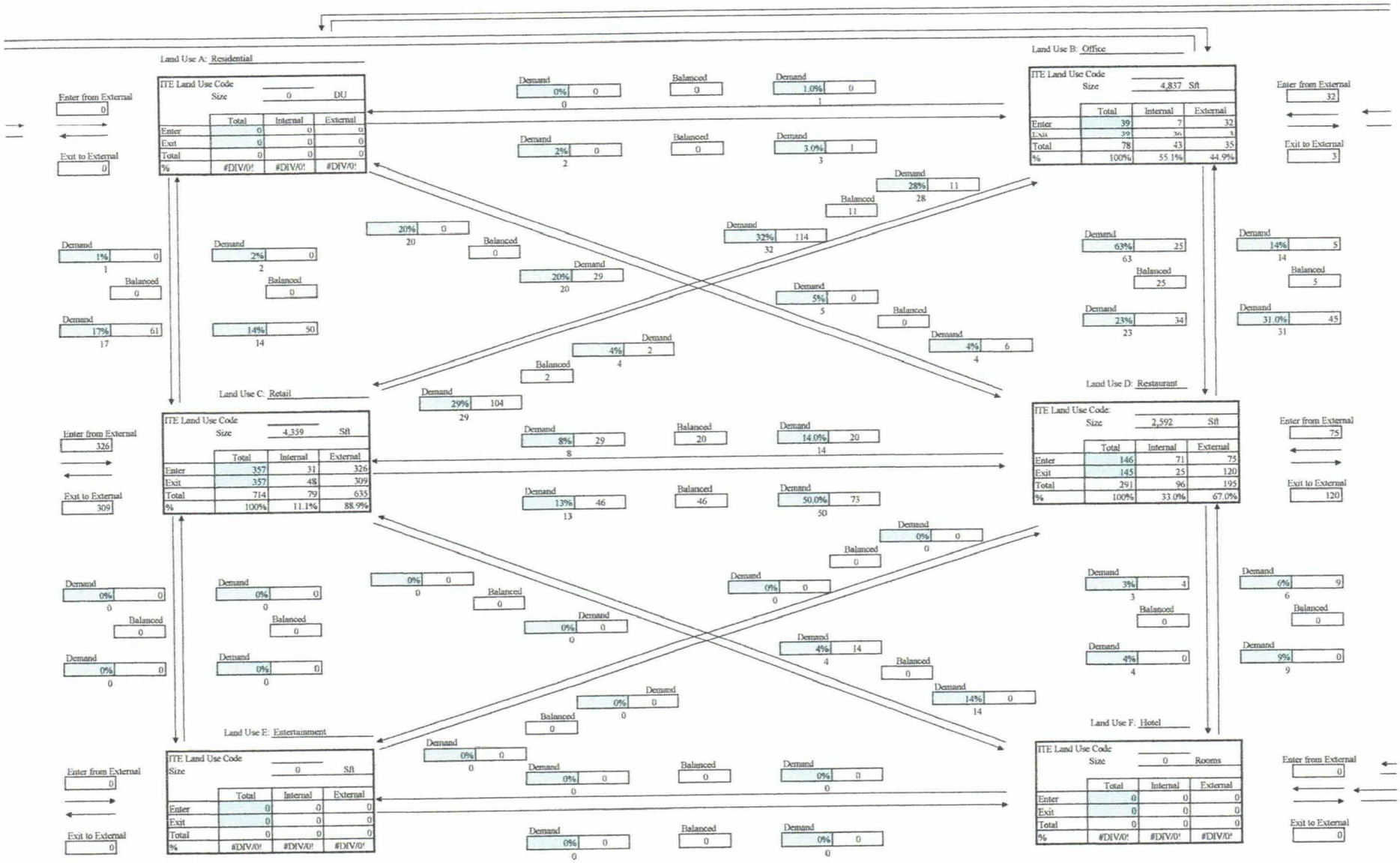
## Site Plan


SHOPPES ON COLORADO ANNEX
CITY OF STUART, FLORIDA
SITE PLAN
MATHERS ENGINEERING CORPORATION
PINEWOOD STREET ( 7th STREET )
S.R. 76 (COLORADO AVE)
EXIST. ONE STORY OFFICE BLDG.
EXIST. POND
EXIST. BUILDING
EXIST. ONE STORY SHOPPES ON COLORADO
PROP. ONE STORY COMMERCIAL BLDG.
PROP. 4 SPACE GARAGE
FRAZIER CREEK
NORTH
GRAPHIC SCALE
LOCATION MAP
NOT TO SCALE
SITE
ILLUSTRATION #13
$ 250 FINE
PARKING BY PERMIT ONLY
NO TRESPASSING SIGN DETAIL

# TABLE 1: Daily Internal Traffic

## PROJECT
## TRIP INTERNALIZATION - Daily

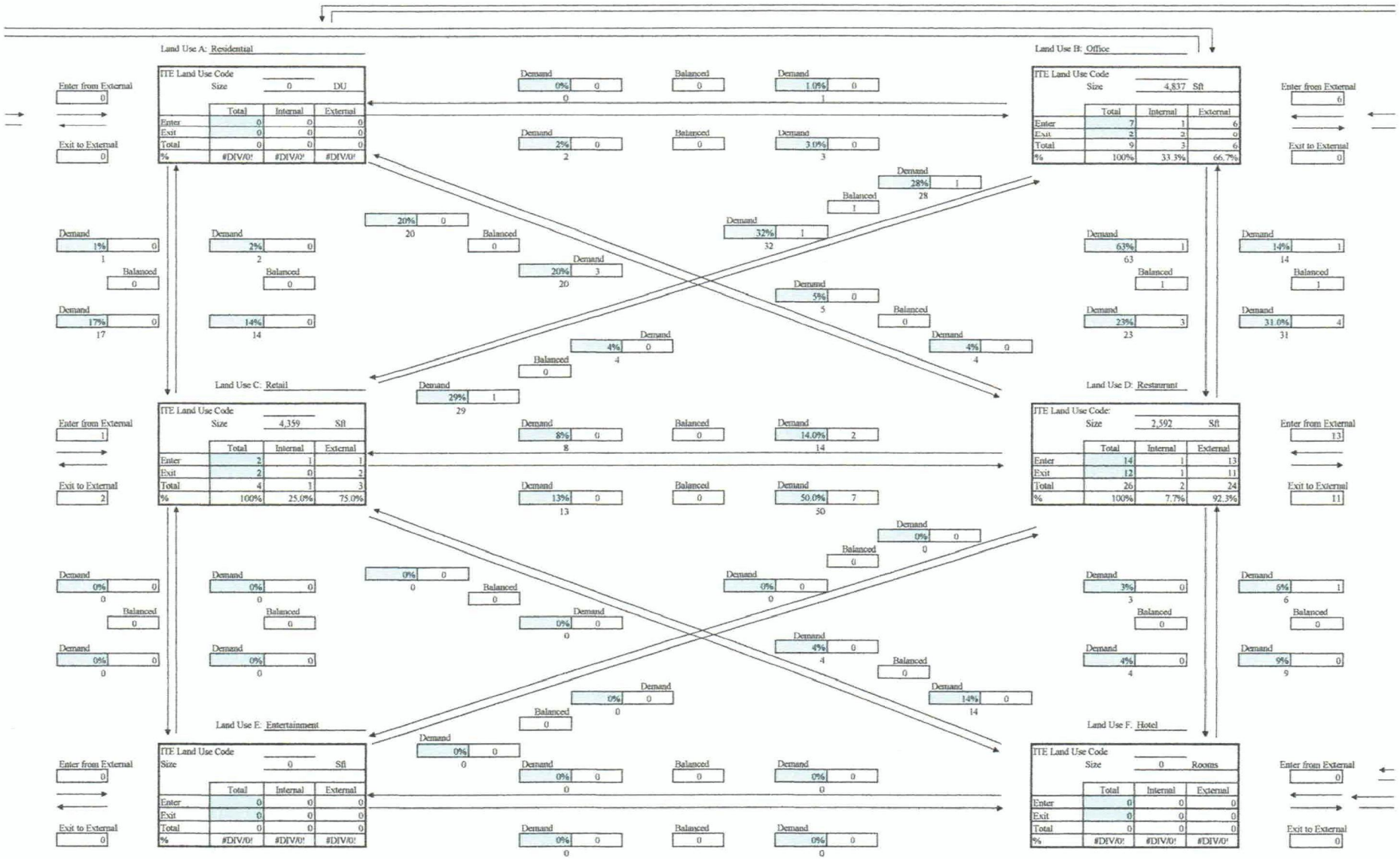
Name of Devlpt: Shoppes on Colorado
Time Period: Daily Peak Hour



## TABLE 1: AM Internal Traffic

**PROJECT**
**TRIP INTERNALIZATION - AM**

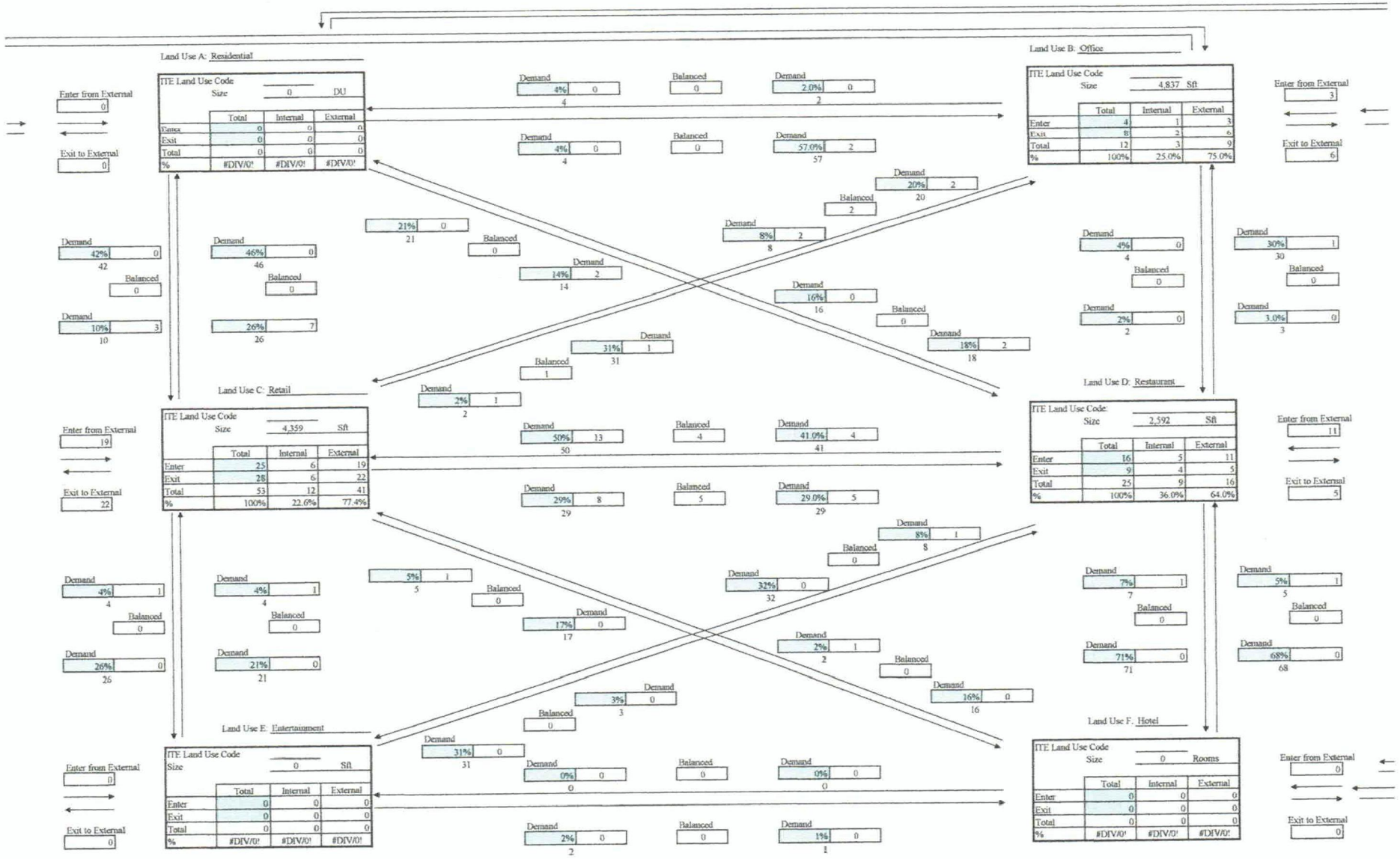
Name of Devlpt: Shoppes on Colorado
Time Period: AM Peak Hour



# TABLE 1: PM Internal Traffic

## PROJECT
## TRIP INTERNALIZATION - PM

Name of Devlpt: Shoppes on Colorado
Time Period: PM Peak Hour



# APPENDIX B

## Martin County 2018 LOS Report

# Martin County 2018 Roadway Level of Service Inventory Report

| Road Name | From | To | Generalized Service Capacity | 2018 Average Annual Daily Traffic | Peak Hour Factor $K_{30}$ | Directional Distribution $D_{100}$ | 2018 Peak Hour Directional Volume | 2018 Generalized LOS | Avg. Annual Growth Rate |
|---|---|---|---|---|---|---|---|---|---|
| Salerno Rd | Willoughby Blvd | SR-5 | 790 | 9,765 | 0.12 | 0.62 | 727 | D | 1.8% |
| Salerno Rd | SR-5 | Commerce Ave | 750 | 9,439 | 0.08 | 0.55 | 431 | D | 0.5% |
| Salerno Rd | Commerce Ave | CR-A1A | 750 | 7,502 | 0.09 | 0.51 | 337 | C | 0.5% |
| Seabranch Blvd | Doubletree Dr | SR-5 | 2000 | 6,403 | 0.09 | 0.55 | 310 | C | 0.5% |
| Sewalls Pt Rd | SR-A1A | Palmer St | 675 | 9,542 | 0.09 | 0.52 | 461 | D | 1.0% |
| Skyline Dr | CR-707A | CR-707 | 675 | 2,064 | 0.08 | 0.55 | 87 | C | 3.0% |
| SR-5 (US-1) | Palm Beach County | CR-A1A | 3110 | 21,690 | 0.09 | 0.56 | 1,032 | A/B | 3.8% |
| SR-5 (US-1) | CR-A1A | CR-708 | 2000 | 17,113 | 0.09 | 0.68 | 1,094 | C | 3.1% |
| SR-5 (US-1) | CR-708 | Osprey St | 2000 | 24,451 | 0.10 | 0.65 | 1,589 | C | 2.0% |
| SR-5 (US-1) | Osprey St | Seabranch Blvd | 2000 | 24,010 | 0.08 | 0.61 | 1,128 | C | 1.2% |
| SR-5 (US-1) | Seabranch Blvd | Cove Rd | 3020 | 30,639 | 0.08 | 0.51 | 1,313 | C | 0.5% |
| SR-5 (US-1) | Cove Rd | Salerno Rd | 3020 | 34,682 | 0.08 | 0.54 | 1,461 | C | 0.5% |
| SR-5 (US-1) | Salerno Rd | Monroe St | 3020 | 42,146 | 0.08 | 0.52 | 1,775 | C | 0.9% |
| SR-5 (US-1) | Monroe St | Indian St | 3020 | 45,627 | 0.08 | 0.52 | 1,922 | C | 1.3% |
| SR-5 (US-1) | Indian St | SR-714 | 3020 | 45,758 | 0.09 | 0.51 | 2,194 | C | 0.9% |
| SR-5 (US-1) | SR-714 | SR-5A | 3020 | 38,109 | 0.09 | 0.54 | 1,934 | C | 0.7% |
| SR-5 (US-1) | SR-5A(Cut-off Rd) | SR-76 | 3020 | 36,130 | 0.09 | 0.51 | 1,640 | C | 0.5% |
| SR-5 (US-1) | SR-76 | Palm City Rd | 2520 | 49,890 | 0.08 | 0.57 | 2,247 | D | 1.4% |
| SR-5 (US-1) | Palm City Rd | Joan Jefferson Wy | 2520 | 55,868 | 0.08 | 0.64 | 2,860 | F | 0.8% |
| SR-5 (US-1) | Joan Jefferson Wy | Wright Blvd | 3020 | 59,857 | 0.08 | 0.60 | 2,892 | C | 1.4% |
| SR-5 (US-1) | Wright Blvd | Baker Rd | 3020 | 54,975 | 0.08 | 0.50 | 2,172 | C | 1.1% |

Segments with shaded LOS require additional analysis.
The peaks are: CR-A1A (PM/SB); CR-713 (PM/NB); Murphy Rd (PM/NB); SR-5 (AM/SB); SR-714 [Palm City Bridge] (PM/WB) and SR-714 (PM/WB).

# Martin County 2018 Roadway Level of Service Inventory Report

| Road Name | From | To | Generalized Service Capacity | 2018 Average Annual Daily Traffic | Peak Hour Factor $K_{30}$ | Directional Distribution $D_{100}$ | 2018 Peak Hour Directional Volume | 2018 Generalized LOS | Avg. Annual Growth Rate |
|---|---|---|---|---|---|---|---|---|---|
| SR-732 (Causeway Blvd) | CR-707 | SR-A1A | 1190 | 13,403 | 0.10 | 0.51 | 684 | C | 0.8% |
| SR-732 (Jensen Beach Blvd) | SR-5 | Green River Pkwy | 2000 | 25,891 | 0.10 | 0.52 | 1,319 | C | 0.5% |
| SR-732 (Jensen Beach Blvd) | Green River Pkwy | CR-723 | 2000 | 24,869 | 0.09 | 0.56 | 1,253 | C | 0.5% |
| SR-76 (Kanner Hwy) | SR-15 | SR-710 | 740 | 2,117 | 0.09 | 0.57 | 105 | A/B | 8.0% |
| SR-76 (Kanner Hwy) | SR-710 | CR-708 | 740 | 3,488 | 0.08 | 0.59 | 171 | A/B | 8.0% |
| SR-76 (Kanner Hwy) | CR-708 | CR-711/CR-76A | 1200 | 3,027 | 0.11 | 0.54 | 180 | A/B | 1.9% |
| SR-76 (Kanner Hwy) | CR-711/CR76A | Locks Rd | 2000 | 12,928 | 0.12 | 0.52 | 813 | C | 1.2% |
| SR-76 (Kanner Hwy) | Locks Rd | Jack James | 2000 | 20,494 | 0.09 | 0.60 | 1,082 | C | 2.0% |
| SR-76 (Kanner Hwy) | Jack James | Cove Rd | 3020 | 45,918 | 0.10 | 0.52 | 2,409 | C | 2.4% |
| SR-76 (Kanner Hwy) | Cove Rd | Salerno Rd | 3020 | 31,734 | 0.09 | 0.52 | 1,436 | C | 0.9% |
| SR-76 (Kanner Hwy) | Salerno Rd | Indian St | 3020 | 29,492 | 0.10 | 0.52 | 1,468 | C | 2.6% |
| SR-76 (Kanner Hwy) | Indian St | SR-714 | 3020 | 21,161 | 0.07 | 0.52 | 759 | C | 0.5% |
| SR-76 (Kanner Hwy) | SR-714 | SR-5 | 3020 | 25,033 | 0.08 | 0.50 | 1,001 | C | 0.5% |
| SR-A1A (Ocean Blvd) | SR-714 | St Lucie Blvd | 1630 | 19,372 | 0.11 | 0.57 | 1,193 | D | 1.4% |
| SR-A1A (Ocean Blvd) | St Lucie Blvd | Sewalls Point Rd | 2000 | 21,532 | 0.09 | 0.51 | 1,010 | C | 0.5% |
| SR-A1A (Ocean Blvd) | Sewalls Point Rd | Macarthur Blvd | 925 | 12,803 | 0.09 | 0.54 | 650 | C | 0.5% |
| SR-A1A (Ocean Blvd) | MacArthur Blvd | SR-732 | 1190 | 8,278 | 0.09 | 0.53 | 395 | A/B | 2.5% |
| SR-A1A (Ocean Blvd) | SR-732 | St Lucie County | 1190 | 14,957 | 0.12 | 0.54 | 953 | D | 3.6% |
| St Lucie Blvd | CR-A1A | Indian St | 675 | 3,083 | 0.10 | 0.55 | 163 | C | 0.5% |
| St Lucie Blvd | Indian St | SR-A1A | 675 | 7,420 | 0.11 | 0.54 | 421 | D | 0.8% |
| Westmoreland Blvd | St Lucie County | SR-5 | 790 | 12,542 | 0.08 | 0.60 | 632 | D | 2.6% |

Segments with shaded LOS require additional analysis.
The peaks are: CR-A1A (PM/SB); CR-713 (PM/NB); Murphy Rd (PM/NB); SR-5 (AM/SB); SR-714 [Palm City Bridge] (PM/WB) and SR-714 (PM/WB).

# TABLE 7

## Generalized **Peak Hour Directional** Volumes for Florida's **Urbanized Areas**[1]

12/18/12

## INTERRUPTED FLOW FACILITIES

### STATE SIGNALIZED ARTERIALS

**Class I** (40 mph or higher posted speed limit)

| Lanes | Median | B | C | D | E |
|---|---|---|---|---|---|
| 1 | Undivided | * | 830 | 880 | ** |
| 2 | Divided | * | 1,910 | 2,000 | ** |
| 3 | Divided | * | 2,940 | 3,020 | ** |
| 4 | Divided | * | 3,970 | 4,040 | ** |

**Class II** (35 mph or slower posted speed limit)

| Lanes | Median | B | C | D | E |
|---|---|---|---|---|---|
| 1 | Undivided | * | 370 | 750 | 800 |
| 2 | Divided | * | 730 | 1,630 | 1,700 |
| 3 | Divided | * | 1,170 | 2,520 | 2,560 |
| 4 | Divided | * | 1,610 | 3,390 | 3,420 |

### Non-State Signalized Roadway Adjustments

(Alter corresponding state volumes by the indicated percent.)

Non-State Signalized Roadways - 10%

### Median & Turn Lane Adjustments

| Lanes | Median | Exclusive Left Lanes | Exclusive Right Lanes | Adjustment Factors |
|---|---|---|---|---|
| 1 | Divided | Yes | No | +5% |
| 1 | Undivided | No | No | -20% |
| Multi | Undivided | Yes | No | -5% |
| Multi | Undivided | No | No | -25% |
| – | – | – | Yes | + 5% |

### One-Way Facility Adjustment

Multiply the corresponding directional volumes in this table by 1.2

## UNINTERRUPTED FLOW FACILITIES

### FREEWAYS

| Lanes | B | C | D | E |
|---|---|---|---|---|
| 2 | 2,260 | 3,020 | 3,660 | 3,940 |
| 3 | 3,360 | 4,580 | 5,500 | 6,080 |
| 4 | 4,500 | 6,080 | 7,320 | 8,220 |
| 5 | 5,660 | 7,680 | 9,220 | 10,360 |
| 6 | 7,900 | 10,320 | 12,060 | 12,500 |

### Freeway Adjustments

| Auxiliary Lane | Ramp Metering |
|---|---|
| + 1,000 | + 5% |

### UNINTERRUPTED FLOW HIGHWAYS

| Lanes | Median | B | C | D | E |
|---|---|---|---|---|---|
| 1 | Undivided | 420 | 840 | 1,190 | 1,640 |
| 2 | Divided | 1,810 | 2,560 | 3,240 | 3,590 |
| 3 | Divided | 2,720 | 3,840 | 4,860 | 5,380 |

### Uninterrupted Flow Highway Adjustments

| Lanes | Median | Exclusive left lanes | Adjustment factors |
|---|---|---|---|
| 1 | Divided | Yes | +5% |
| Multi | Undivided | Yes | -5% |
| Multi | Undivided | No | -25% |

### BICYCLE MODE[2]

(Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

| Paved Shoulder/Bicycle Lane Coverage | B | C | D | E |
|---|---|---|---|---|
| 0-49% | * | 150 | 390 | 1,000 |
| 50-84% | 110 | 340 | 1,000 | >1,000 |
| 85-100% | 470 | 1,000 | >1,000 | ** |

### PEDESTRIAN MODE[2]

(Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

| Sidewalk Coverage | B | C | D | E |
|---|---|---|---|---|
| 0-49% | * | * | 140 | 480 |
| 50-84% | * | 80 | 440 | 800 |
| 85-100% | 200 | 540 | 880 | >1,000 |

### BUS MODE (Scheduled Fixed Route)[3]

(Buses in peak hour in peak direction)

| Sidewalk Coverage | B | C | D | E |
|---|---|---|---|---|
| 0-84% | > 5 | ≥ 4 | ≥ 3 | ≥ 2 |
| 85-100% | > 4 | ≥ 3 | ≥ 2 | ≥ 1 |

[1] Values shown are presented as peak hour directional volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the Highway Capacity Manual and the Transit Capacity and Quality of Service Manual.

[2] Level of service for the bicycle and pedestrian modes in this table is based on number of motorized vehicles, not number of bicyclists or pedestrians using the facility.

[3] Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

*Source:*
Florida Department of Transportation
Systems Planning Office
www.dot.state.fl.us/planning/systems/sm/los/default.shtm

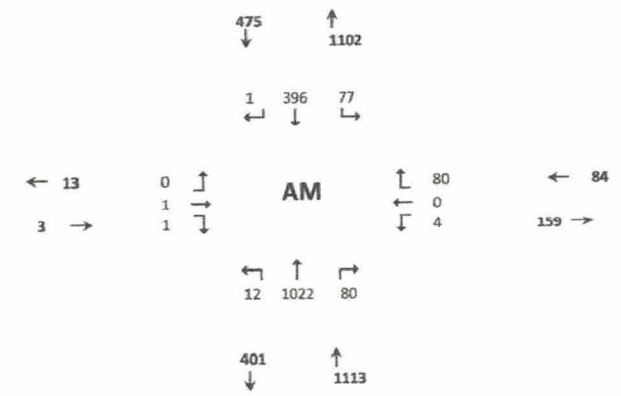
# APPENDIX C

## Intersection Analysis Data

# TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Colorado Ave
E/W STREET: Kindred St
CONTROL: TWSC
FILENAME:
COUNT DATE: 9/19/2019
DAY: Thursday
CITY: Stuart
INTERSECTION:
REPORT DATE: 9/20/2019
ANALYSIS YEAR: 2019

| 15 Min Period | Northbound | | | Southbound | | | Eastbound | | | Westbound | | | | ONE HOUR SUM |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | NBL | NBT | NBR | SBL | SBT | SBR | EBL | EBT | EBR | WBL | WBT | WBR | TOTAL | |
| 7:00-7:15 | 1 | 100 | 8 | 5 | 51 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | 174 | 987 |
| 7:15-7:30 | 1 | 143 | 14 | 8 | 59 | 1 | 0 | 0 | 0 | 1 | 0 | 5 | 232 | 1076 |
| 7:30-7:45 | 17 | 150 | 16 | 8 | 62 | 0 | 0 | 0 | 0 | 1 | 0 | 6 | 260 | 1189 |
| 7:45-8:00 | 3 | 204 | 22 | 9 | 69 | 1 | 0 | 0 | 2 | 1 | 0 | 10 | 321 | 1265 |
| 8:00-8:15 | 1 | 155 | 15 | 17 | 60 | 0 | 0 | 0 | 0 | 0 | 0 | 15 | 263 | 1298 |
| 8:15-8:30 | 3 | 209 | 22 | 18 | 74 | 1 | 0 | 1 | 0 | 1 | 0 | 16 | 345 | |
| 8:30-8:45 | 2 | 209 | 11 | 7 | 91 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | 336 | |
| 8:45-9:00 | 3 | 219 | 14 | 18 | 82 | 0 | 0 | 0 | 1 | 2 | 0 | 15 | 354 | |
| AM PEAK HOUR IS FROM: | 8:00AM TO 9:00AM | | | | | | | | | | | | | |
| Volumes | 9 | 792 | 62 | 60 | 307 | 1 | 0 | 1 | 1 | 3 | 0 | 62 | 1298 | |
| Season Factor | 12 | 1022 | 80 | 77 | 396 | 1 | 0 | 1 | 1 | 4 | 0 | 80 | 1674 | |
| Growth | 12 | 1022 | 80 | 77 | 396 | 1 | 0 | 1 | 1 | 4 | 0 | 80 | 1674 | |
| In/Out | - | - | - | - | - | - | - | - | - | - | - | - | - | |
| Percentage | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | |
| PROJECT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Total | 12 | 1022 | 80 | 77 | 396 | 1 | 0 | 1 | 1 | 4 | 0 | 80 | 1674 | |

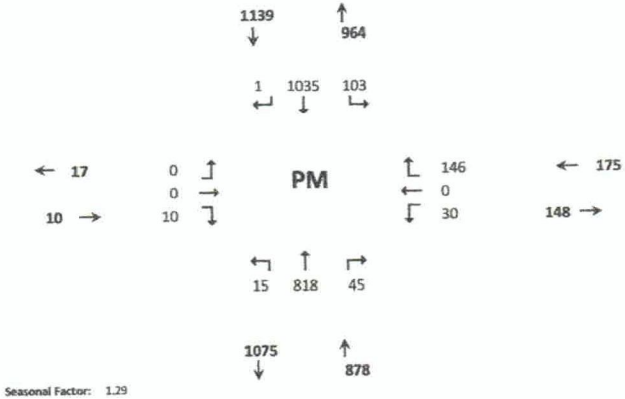



Seasonal Factor: 1.29
Trips In
Trips Out
Growth Rate: 1
Years Grown:



COUNT DATE: 9/18/2019
DAY: Wednesday

| 15 Min Period lanes | Northbound | | | Southbound | | | Eastbound | | | Westbound | | | | ONE HOUR SUM |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | NBL | NBT | NBR | SBL | SBT | SBR | EBL | EBT | EBR | WBL | WBT | WBR | TOTAL | |
| 4:00-4:15 | 7 | 157 | 7 | 15 | 194 | 2 | 1 | 0 | 1 | 2 | 0 | 26 | 412 | 1607 |
| 4:15-4:30 | 7 | 176 | 8 | 18 | 160 | 1 | 0 | 0 | 1 | 1 | 0 | 22 | 394 | 1633 |
| 4:30-4:45 | 2 | 146 | 8 | 23 | 201 | 0 | 0 | 0 | 1 | 6 | 0 | 21 | 408 | 1708 |
| 4:45-5:00 | 1 | 149 | 9 | 21 | 170 | 0 | 0 | 0 | 2 | 12 | 0 | 29 | 393 | 1668 |
| 5:00-5:15 | 3 | 161 | 10 | 15 | 221 | 0 | 0 | 0 | 2 | 1 | 0 | 25 | 438 | 1585 |
| 5:15-5:30 | 6 | 178 | 8 | 21 | 210 | 1 | 0 | 0 | 3 | 4 | 0 | 38 | 469 | |
| 5:30-5:45 | 3 | 153 | 6 | 16 | 158 | 0 | 1 | 0 | 0 | 6 | 0 | 25 | 368 | |
| 5:45-6:00 | 5 | 145 | 3 | 13 | 127 | 0 | 0 | 0 | 0 | 5 | 0 | 12 | 310 | |
| PM PEAK HOUR IS FROM: | 4:30 PM TO 5:30PM | | | | | | | | | | | | | |
| Volumes | 12 | 634 | 35 | 80 | 802 | 1 | 0 | 0 | 8 | 23 | 0 | 113 | 1708 | |
| Season Factor | 15 | 818 | 45 | 103 | 1035 | 1 | 0 | 0 | 10 | 30 | 0 | 146 | 2203 | |
| Growth | 15 | 818 | 45 | 103 | 1035 | 1 | 0 | 0 | 10 | 30 | 0 | 146 | 2203 | |
| In/Out | - | - | - | - | - | - | - | - | - | - | - | - | - | |
| Percentage | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | |
| Project | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Total | 15 | 818 | 45 | 103 | 1035 | 1 | 0 | 0 | 10 | 30 | 0 | 146 | 2203 | |




Seasonal Factor: 1.29
Growth Rate: 1
Trips In:
Trips Out:
Years Grown: 0

# HCS7 Two-Way Stop-Control Report

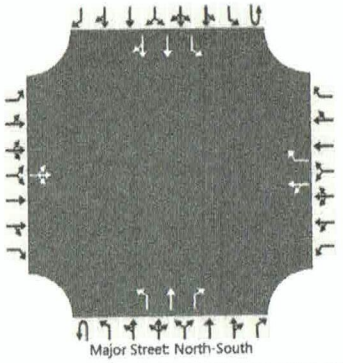
## General Information

| | |
|---|---|
| Analyst | James Kemp |
| Agency/Co. | O'Rourke Engineering |
| Date Performed | 9/19/2019 |
| Analysis Year | 2019 |
| Time Analyzed | AM Peak Hour |
| Intersection Orientation | North-South |
| Project Description | Existing |

## Site Information

| | |
|---|---|
| Intersection | Colorado & Kindred |
| Jurisdiction | Stuart |
| East/West Street | Kindred St |
| North/South Street | Colorado Ave |
| Peak Hour Factor | 0.92 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes




## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | | 10 | 11 | 12 | | 7 | 8 | 9 | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 |
| Number of Lanes | | 0 | 1 | 0 | | 0 | 1 | 1 | 0 | 1 | 1 | 1 | 0 | 1 | 2 | 0 |
| Configuration | | | LTR | | | LT | | R | | L | T | R | | L | T | TR |
| Volume (veh/h) | | 0 | 1 | 1 | | 4 | 0 | 80 | 0 | 12 | 1022 | 80 | | 77 | 396 | 1 |
| Percent Heavy Vehicles (%) | | 3 | 3 | 3 | | 3 | 3 | 3 | 3 | 3 | | | | 3 | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | 0 | | | | 0 | | | | | | | | | | | |
| Right Turn Channelized | | | | | No | | | | No | | | | | | | |
| Median Type \| Storage | Left + Thru | | | | | | | | 1 | | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | 7.5 | 6.5 | 6.9 | | 7.5 | 6.5 | 6.9 | | 4.1 | | | | 4.1 | | |
| Critical Headway (sec) | | 7.56 | 6.56 | 6.96 | | 7.56 | 6.56 | 6.96 | | 4.16 | | | | 4.16 | | |
| Base Follow-Up Headway (sec) | | 3.5 | 4.0 | 3.3 | | 3.5 | 4.0 | 3.3 | | 2.2 | | | | 2.2 | | |
| Follow-Up Headway (sec) | | 3.53 | 4.03 | 3.33 | | 3.53 | 4.03 | 3.33 | | 2.23 | | | | 2.23 | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | 2 | | | 4 | | 87 | | 13 | | | | 84 | | |
| Capacity, c (veh/h) | | | 222 | | | 162 | | 202 | | 1117 | | | | 573 | | |
| v/c Ratio | | | 0.01 | | | 0.03 | | 0.43 | | 0.01 | | | | 0.15 | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | 0.0 | | | 0.1 | | 2.0 | | 0.0 | | | | 0.5 | | |
| Control Delay (s/veh) | | | 21.4 | | | 27.8 | | 35.7 | | 8.3 | | | | 12.4 | | |
| Level of Service (LOS) | | | C | | | D | | E | | A | | | | B | | |
| Approach Delay (s/veh) | 21.4 | | | | 35.3 | | | | 0.1 | | | | 2.0 | | | |
| Approach LOS | C | | | | E | | | | | | | | | | | |

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Avg Intersection Delay = 2.4 s/v

= 21.4(2) + 35.3(84) + 0.1(12+1022+80) + 2.0(77+396+1) = $\frac{42.8+2965.2+111.4+94}{1674}$

# HCS7 Two-Way Stop-Control Report

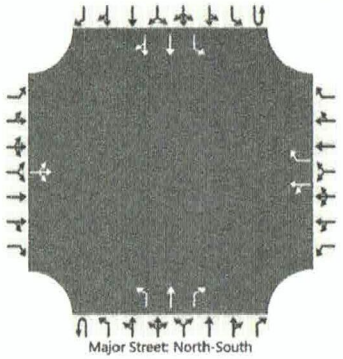
## General Information

| | |
|---|---|
| Analyst | James Kemp |
| Agency/Co. | O'Rourke Engineering |
| Date Performed | 9/19/2019 |
| Analysis Year | 2019 |
| Time Analyzed | PM Peak Hour |
| Intersection Orientation | North-South |
| Project Description | Existing |

## Site Information

| | |
|---|---|
| Intersection | Colorado & Kindred |
| Jurisdiction | Stuart |
| East/West Street | Kindred St |
| North/South Street | Colorado Ave |
| Peak Hour Factor | 0.91 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes




## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | | 10 | 11 | 12 | | 7 | 8 | 9 | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 |
| Number of Lanes | | 0 | 1 | 0 | | 0 | 1 | 1 | 0 | 1 | 1 | 1 | 0 | 1 | 2 | 0 |
| Configuration | | | LTR | | | LT | | R | | L | T | R | | L | T | TR |
| Volume (veh/h) | | 0 | 0 | 10 | | 30 | 0 | 146 | 0 | 15 | 818 | 45 | | 103 | 1035 | 1 |
| Percent Heavy Vehicles (%) | | 3 | 3 | 3 | | 3 | 3 | 3 | 3 | 3 | | | | 3 | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | | 0 | | | | 0 | | | | | | | | | | |
| Right Turn Channelized | | | | | | No | | | | No | | | | | | |
| Median Type \| Storage | | Left + Thru | | | | | | | | 1 | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | 7.5 | 6.5 | 6.9 | | 7.5 | 6.5 | 6.9 | | 4.1 | | | | 4.1 | | |
| Critical Headway (sec) | | 7.56 | 6.56 | 6.96 | | 7.56 | 6.56 | 6.96 | | 4.16 | | | | 4.16 | | |
| Base Follow-Up Headway (sec) | | 3.5 | 4.0 | 3.3 | | 3.5 | 4.0 | 3.3 | | 2.2 | | | | 2.2 | | |
| Follow-Up Headway (sec) | | 3.53 | 4.03 | 3.33 | | 3.53 | 4.03 | 3.33 | | 2.23 | | | | 2.23 | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | 11 | | | 33 | | 160 | | 16 | | | | 113 | | |
| Capacity, c (veh/h) | | | | | | 146 | | 280 | | 604 | | | | 714 | | |
| v/c Ratio | | | | | | 0.23 | | 0.57 | | 0.03 | | | | 0.16 | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | | | | 0.8 | | 3.3 | | 0.1 | | | | 0.6 | | |
| Control Delay (s/veh) | | | | | | 36.7 | | 33.8 | | 11.1 | | | | 11.0 | | |
| Level of Service (LOS) | | | | | | E | | D | | B | | | | B | | |
| Approach Delay (s/veh) | | | | | | 34.3 | | | | 0.2 | | | | 1.0 | | |
| Approach LOS | | | | | | D | | | | | | | | | | |

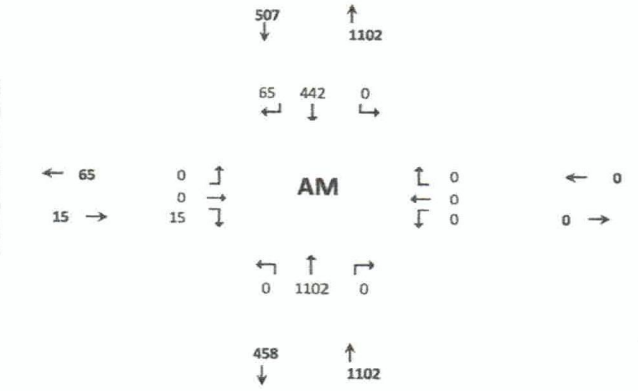
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Avg Intersection Delay = 3.3 s/v

# TURNING MOVEMENT VOLUME COUNTS

**N/S STREET:** Colorado Ave **E/W STREET:** A St **CONTROL:** TWSC
**FILENAME:**
**COUNT DATE:** 9/19/2019 **DAY:** Thursday **CITY:** Stuart **INTERSECTION:**
**REPORT DATE:** 9/20/2019 **ANALYSIS YEAR:** 2019

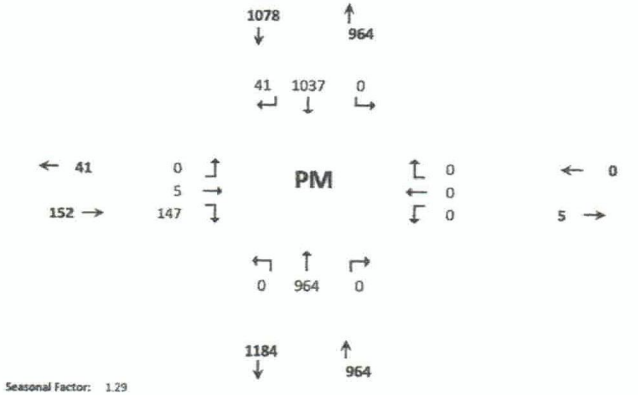
| 15 Min Period | Northbound | | | Southbound | | | Eastbound | | | Westbound | | | | ONE HOUR SUM |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | NBL | NBT | NBR | SBL | SBT | SBR | EBL | EBT | EBR | WBL | WBT | WBR | TOTAL | |
| 7:00-7:15 | 0 | 109 | 0 | 0 | 48 | 3 | 0 | 0 | 4 | 0 | 0 | 0 | 164 | 933 |
| 7:15-7:30 | 0 | 148 | 0 | 0 | 67 | 9 | 0 | 0 | 2 | 0 | 0 | 0 | 226 | 1032 |
| 7:30-7:45 | 0 | 156 | 0 | 0 | 68 | 8 | 0 | 0 | 2 | 0 | 0 | 0 | 234 | 1139 |
| 7:45-8:00 | 0 | 214 | 0 | 1 | 76 | 15 | 0 | 0 | 3 | 0 | 0 | 0 | 309 | 1228 |
| 8:00-8:15 | 0 | 170 | 0 | 0 | 75 | 15 | 0 | 0 | 3 | 0 | 0 | 0 | 263 | 1259 |
| 8:15-8:30 | 0 | 225 | 0 | 0 | 89 | 15 | 0 | 0 | 4 | 0 | 0 | 0 | 333 | |
| 8:30-8:45 | 0 | 225 | 0 | 0 | 84 | 10 | 0 | 0 | 4 | 0 | 0 | 0 | 323 | |
| 8:45-9:00 | 0 | 234 | 0 | 0 | 95 | 10 | 0 | 0 | 1 | 0 | 0 | 0 | 340 | |
| AM PEAK HOUR IS FROM: | | | 8:00AM TO 9:00AM | | | | | | | | | | | |
| Volumes | 0 | 854 | 0 | 0 | 343 | 50 | 0 | 0 | 12 | 0 | 0 | 0 | 1259 | |
| Season Factor | 0 | 1102 | 0 | 0 | 442 | 65 | 0 | 0 | 15 | 0 | 0 | 0 | 1624 | |
| Growth | 0 | 1102 | 0 | 0 | 442 | 65 | 0 | 0 | 15 | 0 | 0 | 0 | 1624 | |
| In/Out | - | - | - | - | - | - | - | - | - | - | - | - | - | |
| Percentage | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | |
| PROJECT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Total | 0 | 1102 | 0 | 0 | 442 | 65 | 0 | 0 | 15 | 0 | 0 | 0 | 1624 | |




Seasonal Factor: 1.29
Trips In
Trips Out
Growth Rate: 1
Years Grown:

**COUNT DATE:** 9/18/2019 **DAY:** Wednesday

| 15 Min Period lanes | Northbound | | | Southbound | | | Eastbound | | | Westbound | | | | ONE HOUR SUM |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | NBL | NBT | NBR | SBL | SBT | SBR | EBL | EBT | EBR | WBL | WBT | WBR | TOTAL | |
| 4:00-4:15 | 0 | 183 | 0 | 0 | 196 | 7 | 0 | 0 | 14 | 0 | 0 | 0 | 400 | 1526 |
| 4:15-4:30 | 0 | 198 | 0 | 0 | 142 | 5 | 0 | 0 | 5 | 0 | 0 | 0 | 350 | 1594 |
| 4:30-4:45 | 0 | 167 | 0 | 0 | 204 | 8 | 0 | 0 | 19 | 0 | 0 | 0 | 398 | 1701 |
| 4:45-5:00 | 0 | 178 | 0 | 0 | 164 | 7 | 0 | 0 | 29 | 0 | 0 | 0 | 378 | 1671 |
| 5:00-5:15 | 0 | 186 | 0 | 0 | 226 | 12 | 0 | 3 | 41 | 0 | 0 | 0 | 468 | 1626 |
| 5:15-5:30 | 0 | 216 | 0 | 0 | 210 | 5 | 0 | 1 | 25 | 0 | 0 | 0 | 457 | |
| 5:30-5:45 | 0 | 178 | 0 | 0 | 160 | 6 | 0 | 0 | 24 | 0 | 0 | 0 | 368 | |
| 5:45-6:00 | 0 | 157 | 0 | 0 | 154 | 6 | 0 | 0 | 16 | 0 | 0 | 0 | 333 | |
| PM PEAK HOUR IS FROM: | | | 4:30 PM TO 5:30PM | | | | | | | | | | | |
| Volumes | 0 | 747 | 0 | 0 | 804 | 32 | 0 | 4 | 114 | 0 | 0 | 0 | 1701 | |
| Season Factor | 0 | 964 | 0 | 0 | 1037 | 41 | 0 | 5 | 147 | 0 | 0 | 0 | 2194 | |
| Growth | 0 | 964 | 0 | 0 | 1037 | 41 | 0 | 5 | 147 | 0 | 0 | 0 | 2194 | |
| In/Out | - | - | - | - | - | - | - | - | - | - | - | - | - | |
| Percentage | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | |
| Project | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Total | 0 | 964 | 0 | 0 | 1037 | 41 | 0 | 5 | 147 | 0 | 0 | 0 | 2194 | |




Seasonal Factor: 1.29
Growth Rate: 1
Trips In:
Trips Out:
Years Grown: 0

# HCS7 Two-Way Stop-Control Report

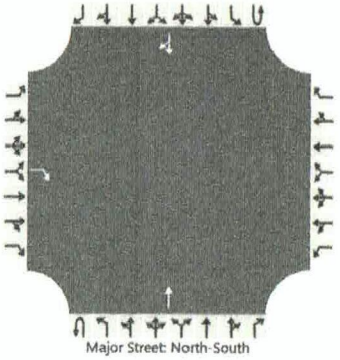
## General Information

| | |
|---|---|
| Analyst | James Kemp |
| Agency/Co. | O'Rourke Engineering |
| Date Performed | 9/19/2019 |
| Analysis Year | 2019 |
| Time Analyzed | AM Peak Hour |
| Intersection Orientation | North-South |
| Project Description | Existing |

## Site Information

| | |
|---|---|
| Intersection | Colorado & A St |
| Jurisdiction | Stuart |
| East/West Street | A St |
| North/South Street | Colorado Ave |
| Peak Hour Factor | 0.93 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes




## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | | 10 | 11 | 12 | | 7 | 8 | 9 | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 |
| Number of Lanes | | 0 | 0 | 1 | | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 |
| Configuration | | | | R | | | | | | | T | | | | | TR |
| Volume (veh/h) | | | | 15 | | | | | | | 1102 | | | | 442 | 65 |
| Percent Heavy Vehicles (%) | | | | 3 | | | | | | | | | | | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | | 0 | | | | | | | | | | | | | | |
| Right Turn Channelized | | No | | | | | | | | | | | | | | |
| Median Type \| Storage | | Left + Thru | | | | | | | | 1 | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | | | 6.2 | | | | | | | | | | | | |
| Critical Headway (sec) | | | | 6.23 | | | | | | | | | | | | |
| Base Follow-Up Headway (sec) | | | | 3.3 | | | | | | | | | | | | |
| Follow-Up Headway (sec) | | | | 3.33 | | | | | | | | | | | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | | 16 | | | | | | | | | | | | |
| Capacity, c (veh/h) | | | | 561 | | | | | | | | | | | | |
| v/c Ratio | | | | 0.03 | | | | | | | | | | | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | | 0.1 | | | | | | | | | | | | |
| Control Delay (s/veh) | | | | 11.6 | | | | | | | | | | | | |
| Level of Service (LOS) | | | | B | | | | | | | | | | | | |
| Approach Delay (s/veh) | | 11.6 | | | | | | | | | | | | | | |
| Approach LOS | | B | | | | | | | | | | | | | | |

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Average Intersection Delay = 0.1 s/v

# HCS7 Two-Way Stop-Control Report

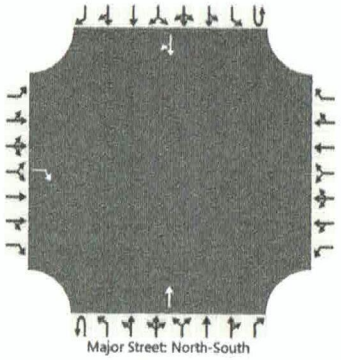
## General Information

| | |
|---|---|
| Analyst | James Kemp |
| Agency/Co. | O'Rourke Engineering |
| Date Performed | 9/19/2019 |
| Analysis Year | 2019 |
| Time Analyzed | PM Peak Hour |
| Intersection Orientation | North-South |
| Project Description | Existing |

## Site Information

| | |
|---|---|
| Intersection | Colorado & A St |
| Jurisdiction | Stuart |
| East/West Street | A St |
| North/South Street | Colorado Ave |
| Peak Hour Factor | 0.91 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes




## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | | 10 | 11 | 12 | | 7 | 8 | 9 | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 |
| Number of Lanes | | 0 | 0 | 1 | | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 |
| Configuration | | | | R | | | | | | | T | | | | | TR |
| Volume (veh/h) | | | | 147 | | | | | | | 964 | | | | 1037 | 41 |
| Percent Heavy Vehicles (%) | | | | 3 | | | | | | | | | | | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | 0 | | | | | | | | | | | | | | | |
| Right Turn Channelized | No | | | | | | | | | | | | | | | |
| Median Type \| Storage | Left + Thru | | | | | | | | 1 | | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | | | 6.2 | | | | | | | | | | | | |
| Critical Headway (sec) | | | | 6.23 | | | | | | | | | | | | |
| Base Follow-Up Headway (sec) | | | | 3.3 | | | | | | | | | | | | |
| Follow-Up Headway (sec) | | | | 3.33 | | | | | | | | | | | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | | 162 | | | | | | | | | | | | |
| Capacity, c (veh/h) | | | | 236 | | | | | | | | | | | | |
| v/c Ratio | | | | 0.68 | | | | | | | | | | | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | | 4.4 | | | | | | | | | | | | |
| Control Delay (s/veh) | | | | 47.8 | | | | | | | | | | | | |
| Level of Service (LOS) | | | | E | | | | | | | | | | | | |
| Approach Delay (s/veh) | 47.8 | | | | | | | | | | | | | | | |
| Approach LOS | E | | | | | | | | | | | | | | | |

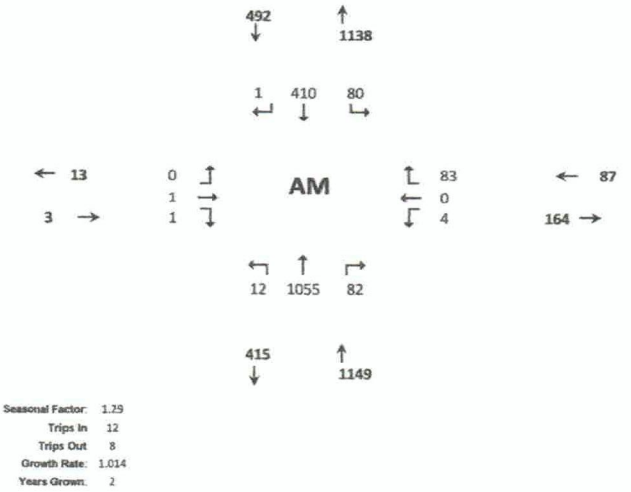
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Avg. Intersection Delay = 3.21/v

# TURNING MOVEMENT VOLUME COUNTS

**N/S STREET:** Colorado Ave **E/W STREET:** Kindred St **CONTROL:** TWSC
**FILENAME:**
**COUNT DATE:** 9/19/2019 **DAY:** Thursday **CITY:** Stuart **INTERSECTION:**
**REPORT DATE:** 9/20/2019 **ANALYSIS YEAR:** 2021

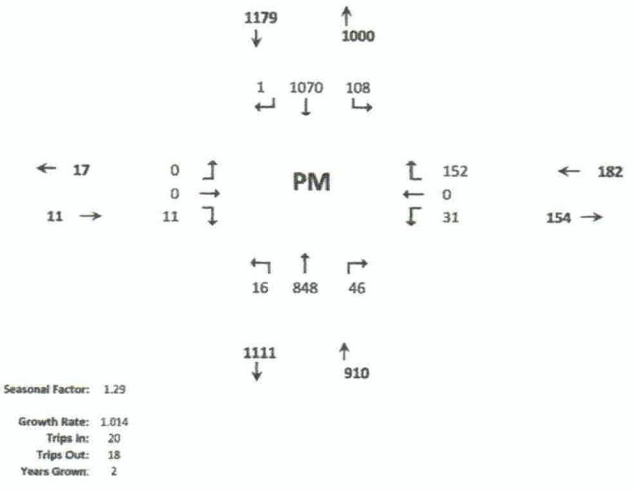
| 15 Min Period | Northbound NBL | NBT | NBR | Southbound SBL | SBT | SBR | Eastbound EBL | EBT | EBR | Westbound WBL | WBT | WBR | TOTAL | ONE HOUR SUM |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 7:00-7:15 | 1 | 100 | 8 | 5 | 51 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | 174 | 987 |
| 7:15-7:30 | 1 | 143 | 14 | 8 | 59 | 1 | 0 | 0 | 0 | 1 | 0 | 5 | 232 | 1076 |
| 7:30-7:45 | 17 | 150 | 16 | 8 | 62 | 0 | 0 | 0 | 0 | 1 | 0 | 6 | 260 | 1189 |
| 7:45-8:00 | 3 | 204 | 22 | 9 | 69 | 1 | 0 | 0 | 2 | 1 | 0 | 10 | 321 | 1265 |
| 8:00-8:15 | 1 | 155 | 15 | 17 | 60 | 0 | 0 | 0 | 0 | 0 | 0 | 15 | 263 | 1298 |
| 8:15-8:30 | 3 | 209 | 22 | 18 | 74 | 1 | 0 | 1 | 0 | 1 | 0 | 16 | 345 | |
| 8:30-8:45 | 2 | 209 | 11 | 7 | 91 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | 336 | |
| 8:45-9:00 | 3 | 219 | 14 | 18 | 82 | 0 | 0 | 0 | 1 | 2 | 0 | 15 | 354 | |
| AM PEAK HOUR IS FROM: | | | 8:00AM TO 9:00AM | | | | | | | | | | | |
| Volumes | 9 | 792 | 62 | 60 | 307 | 1 | 0 | 1 | 1 | 3 | 0 | 62 | 1298 | |
| Season Factor | 12 | 1022 | 80 | 77 | 396 | 1 | 0 | 1 | 1 | 4 | 0 | 80 | 1674 | |
| Growth | 12 | 1050 | 82 | 80 | 407 | 1 | 0 | 1 | 1 | 4 | 0 | 82 | 1722 | |
| In/Out | - | IN | - | OUT | OUT | - | - | - | - | - | - | IN | - | |
| Percentage | 0% | 35% | 0% | 10% | 35% | 0% | 0% | 0% | 0% | 0% | 0% | 10% | 0% | |
| **PROJECT** | 0 | 4 | 0 | 1 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | |
| Total | 12 | 1055 | 82 | 80 | 410 | 1 | 0 | 1 | 1 | 4 | 0 | 83 | 1730 | |




Seasonal Factor: 1.29
Trips In: 12
Trips Out: 8
Growth Rate: 1.014
Years Grown: 2

**COUNT DATE:** 9/18/2019 **DAY:** Wednesday

| 15 Min Period lanes | Northbound NBL | NBT | NBR | Southbound SBL | SBT | SBR | Eastbound EBL | EBT | EBR | Westbound WBL | WBT | WBR | TOTAL | ONE HOUR SUM |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 4:00-4:15 | 7 | 157 | 7 | 15 | 194 | 2 | 1 | 0 | 1 | 2 | 0 | 26 | 412 | 1607 |
| 4:15-4:30 | 7 | 176 | 8 | 18 | 160 | 1 | 0 | 0 | 1 | 1 | 0 | 22 | 394 | 1633 |
| 4:30-4:45 | 2 | 146 | 8 | 23 | 201 | 0 | 0 | 0 | 1 | 6 | 0 | 21 | 408 | 1708 |
| 4:45-5:00 | 1 | 149 | 9 | 21 | 170 | 0 | 0 | 0 | 2 | 12 | 0 | 29 | 393 | 1668 |
| 5:00-5:15 | 3 | 161 | 10 | 15 | 221 | 0 | 0 | 0 | 2 | 1 | 0 | 25 | 438 | 1585 |
| 5:15-5:30 | 6 | 178 | 8 | 21 | 210 | 1 | 0 | 0 | 3 | 4 | 0 | 38 | 469 | |
| 5:30-5:45 | 3 | 153 | 6 | 16 | 158 | 0 | 1 | 0 | 0 | 6 | 0 | 25 | 368 | |
| 5:45-6:00 | 5 | 145 | 3 | 13 | 127 | 0 | 0 | 0 | 0 | 5 | 0 | 12 | 310 | |
| PM PEAK HOUR IS FROM: | | | 4:30 PM TO 5:30PM | | | | | | | | | | | |
| Volumes | 12 | 634 | 35 | 80 | 802 | 1 | 0 | 0 | 8 | 23 | 0 | 113 | 1708 | |
| Season Factor | 15 | 818 | 45 | 103 | 1035 | 1 | 0 | 0 | 10 | 30 | 0 | 146 | 2203 | |
| Growth | 16 | 841 | 46 | 106 | 1064 | 1 | 0 | 0 | 11 | 31 | 0 | 150 | 2265 | |
| In/Out | - | IN | - | OUT | OUT | - | - | - | - | - | - | IN | - | |
| Percentage | 0% | 35% | 0% | 10% | 35% | 0% | 0% | 0% | 0% | 0% | 0% | 10% | 0% | |
| **Project** | 0 | 7 | 0 | 2 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | |
| Total | 16 | 848 | 46 | 108 | 1070 | 1 | 0 | 0 | 11 | 31 | 0 | 152 | 2283 | |




Seasonal Factor: 1.29
Growth Rate: 1.014
Trips In: 20
Trips Out: 18
Years Grown: 2

# HCS7 Two-Way Stop-Control Report

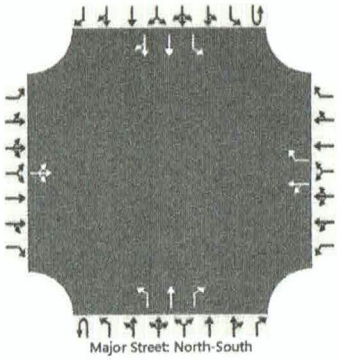
## General Information

| | |
|---|---|
| Analyst | James Kemp |
| Agency/Co. | O'Rourke Engineering |
| Date Performed | 9/19/2019 |
| Analysis Year | 2021 |
| Time Analyzed | AM Peak Hour |
| Intersection Orientation | North-South |
| Project Description | With Project |

## Site Information

| | |
|---|---|
| Intersection | Colorado & Kindred |
| Jurisdiction | Stuart |
| East/West Street | Kindred St |
| North/South Street | Colorado Ave |
| Peak Hour Factor | 0.92 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes




## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | | 10 | 11 | 12 | | 7 | 8 | 9 | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 |
| Number of Lanes | | 0 | 1 | 0 | | 0 | 1 | 1 | 0 | 1 | 1 | 1 | 0 | 1 | 2 | 0 |
| Configuration | | | LTR | | | LT | | R | | L | T | R | | L | T | TR |
| Volume (veh/h) | | 0 | 1 | 1 | | 4 | 0 | 83 | 0 | 12 | 1055 | 82 | | 80 | 410 | 1 |
| Percent Heavy Vehicles (%) | | 3 | 3 | 3 | | 3 | 3 | 3 | 3 | 3 | | | | 3 | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | 0 | | | | 0 | | | | | | | | | | | |
| Right Turn Channelized | | | | | Yes | | | | No | | | | | | | |
| Median Type \| Storage | Left + Thru | | | | | | | | 1 | | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | 7.5 | 6.5 | 6.9 | | 7.5 | 6.5 | 6.9 | | 4.1 | | | | 4.1 | | |
| Critical Headway (sec) | | 7.56 | 6.56 | 6.96 | | 7.56 | 6.56 | 6.96 | | 4.16 | | | | 4.16 | | |
| Base Follow-Up Headway (sec) | | 3.5 | 4.0 | 3.3 | | 3.5 | 4.0 | 3.3 | | 2.2 | | | | 2.2 | | |
| Follow-Up Headway (sec) | | 3.53 | 4.03 | 3.33 | | 3.53 | 4.03 | 3.33 | | 2.23 | | | | 2.23 | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | 2 | | | 4 | | 90 | | 13 | | | | 87 | | |
| Capacity, c (veh/h) | | | 207 | | | 153 | | 191 | | 1103 | | | | 554 | | |
| v/c Ratio | | | 0.01 | | | 0.03 | | 0.47 | | 0.01 | | | | 0.16 | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | 0.0 | | | 0.1 | | 2.3 | | 0.0 | | | | 0.6 | | |
| Control Delay (s/veh) | | | 22.6 | | | 29.1 | | 39.6 | | 8.3 | | | | 12.7 | | |
| Level of Service (LOS) | | | C | | | D | | E | | A | | | | B | | |
| Approach Delay (s/veh) | 22.6 | | | | 39.2 | | | | 0.1 | | | | 2.1 | | | |
| Approach LOS | C | | | | E | | | | | | | | | | | |

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# HCS7 Two-Way Stop-Control Report

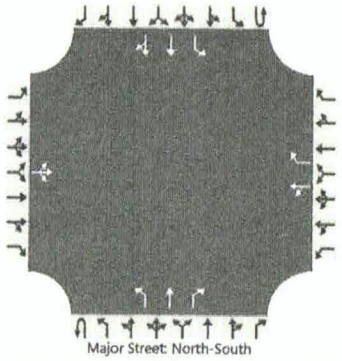
## General Information

| | |
|---|---|
| Analyst | James Kemp |
| Agency/Co. | O'Rourke Engineering |
| Date Performed | 9/19/2019 |
| Analysis Year | 2021 |
| Time Analyzed | PM Peak Hour |
| Intersection Orientation | North-South |
| Project Description | With Project |

## Site Information

| | |
|---|---|
| Intersection | Colorado & Kindred |
| Jurisdiction | Stuart |
| East/West Street | Kindred St |
| North/South Street | Colorado Ave |
| Peak Hour Factor | 0.91 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes




## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | | 10 | 11 | 12 | | 7 | 8 | 9 | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 |
| Number of Lanes | | 0 | 1 | 0 | | 0 | 1 | 1 | 0 | 1 | 1 | 1 | 0 | 1 | 2 | 0 |
| Configuration | | | LTR | | | LT | | R | | L | T | R | | L | T | TR |
| Volume (veh/h) | | 0 | 0 | 11 | | 31 | 0 | 152 | 0 | 16 | 848 | 46 | | 108 | 1070 | 1 |
| Percent Heavy Vehicles (%) | | 3 | 3 | 3 | | 3 | 3 | 3 | 3 | 3 | | | | 3 | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | | 0 | | | | 0 | | | | | | | | | | |
| Right Turn Channelized | | | | | | Yes | | | | No | | | | | | |
| Median Type \| Storage | | Left + Thru | | | | | | | | 1 | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | 7.5 | 6.5 | 6.9 | | 7.5 | 6.5 | 6.9 | | 4.1 | | | | 4.1 | | |
| Critical Headway (sec) | | 7.56 | 6.56 | 6.96 | | 7.56 | 6.56 | 6.96 | | 4.16 | | | | 4.16 | | |
| Base Follow-Up Headway (sec) | | 3.5 | 4.0 | 3.3 | | 3.5 | 4.0 | 3.3 | | 2.2 | | | | 2.2 | | |
| Follow-Up Headway (sec) | | 3.53 | 4.03 | 3.33 | | 3.53 | 4.03 | 3.33 | | 2.23 | | | | 2.23 | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | 12 | | | 34 | | 167 | | 18 | | | | 119 | | |
| Capacity, c (veh/h) | | | | | | 136 | | 266 | | 584 | | | | 693 | | |
| v/c Ratio | | | | | | 0.25 | | 0.63 | | 0.03 | | | | 0.17 | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | | | | 0.9 | | 3.9 | | 0.1 | | | | 0.6 | | |
| Control Delay (s/veh) | | | | | | 40.1 | | 38.8 | | 11.4 | | | | 11.3 | | |
| Level of Service (LOS) | | | | | | E | | E | | B | | | | B | | |
| Approach Delay (s/veh) | | | | | | 39.0 | | | | 0.2 | | | | 1.0 | | |
| Approach LOS | | | | | | E | | | | | | | | | | |

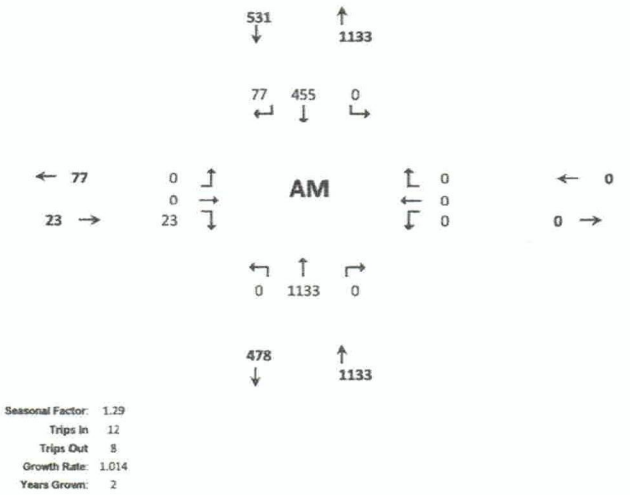
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Avg. Intersection Delay = 3.1 s/v

# TURNING MOVEMENT VOLUME COUNTS

**N/S STREET:** Colorado Ave **E/W STREET:** A St **CONTROL:** TWSC
**FILENAME:**
**COUNT DATE:** 9/19/2019 **DAY:** Thursday **CITY:** Stuart **INTERSECTION:**
**REPORT DATE:** 9/20/2019 **ANALYSIS YEAR:** 2021

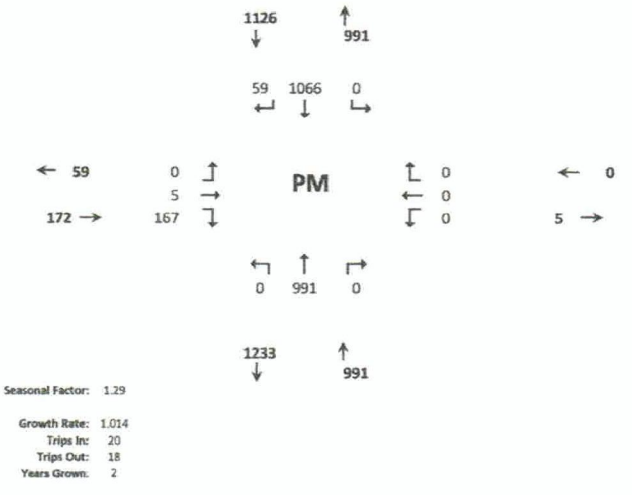
| 15 Min Period | Northbound | | | Southbound | | | Eastbound | | | Westbound | | | | ONE HOUR SUM |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | NBL | NBT | NBR | SBL | SBT | SBR | EBL | EBT | EBR | WBL | WBT | WBR | TOTAL | |
| 7:00-7:15 | 0 | 109 | 0 | 0 | 48 | 3 | 0 | 0 | 4 | 0 | 0 | 0 | 164 | 933 |
| 7:15-7:30 | 0 | 148 | 0 | 0 | 67 | 9 | 0 | 0 | 2 | 0 | 0 | 0 | 226 | 1032 |
| 7:30-7:45 | 0 | 156 | 0 | 0 | 68 | 8 | 0 | 0 | 2 | 0 | 0 | 0 | 234 | 1139 |
| 7:45-8:00 | 0 | 214 | 0 | 1 | 76 | 15 | 0 | 0 | 3 | 0 | 0 | 0 | 309 | 1228 |
| 8:00-8:15 | 0 | 170 | 0 | 0 | 75 | 15 | 0 | 0 | 3 | 0 | 0 | 0 | 263 | 1259 |
| 8:15-8:30 | 0 | 225 | 0 | 0 | 89 | 15 | 0 | 0 | 4 | 0 | 0 | 0 | 333 | |
| 8:30-8:45 | 0 | 225 | 0 | 0 | 84 | 10 | 0 | 0 | 4 | 0 | 0 | 0 | 323 | |
| 8:45-9:00 | 0 | 234 | 0 | 0 | 95 | 10 | 0 | 0 | 1 | 0 | 0 | 0 | 340 | |
| AM PEAK HOUR IS FROM: | | | 8:00AM TO 9:00AM | | | | | | | | | | | |
| Volumes | 0 | 854 | 0 | 0 | 343 | 50 | 0 | 0 | 12 | 0 | 0 | 0 | 1259 | |
| Season Factor | 0 | 1102 | 0 | 0 | 442 | 65 | 0 | 0 | 15 | 0 | 0 | 0 | 1624 | |
| Growth | 0 | 1133 | 0 | 0 | 455 | 66 | 0 | 0 | 16 | 0 | 0 | 0 | 1670 | |
| In/Out | - | - | - | - | - | IN | - | - | OUT | - | - | - | - | |
| Percentage | 0% | 0% | 0% | 0% | 0% | 85% | 0% | 0% | 85% | 0% | 0% | 0% | 0% | |
| PROJECT | 0 | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 7 | 0 | 0 | 0 | 0 | |
| Total | 0 | 1133 | 0 | 0 | 455 | 77 | 0 | 0 | 23 | 0 | 0 | 0 | 1687 | |




Seasonal Factor: 1.29
Trips In 12
Trips Out 8
Growth Rate: 1.014
Years Grown: 2

**COUNT DATE:** 9/18/2019 **DAY:** Wednesday

| 15 Min Period lanes | Northbound | | | Southbound | | | Eastbound | | | Westbound | | | | ONE HOUR SUM |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | NBL | NBT | NBR | SBL | SBT | SBR | EBL | EBT | EBR | WBL | WBT | WBR | TOTAL | |
| 4:00-4:15 | 0 | 183 | 0 | 0 | 196 | 7 | 0 | 0 | 14 | 0 | 0 | 0 | 400 | 1526 |
| 4:15-4:30 | 0 | 198 | 0 | 0 | 142 | 5 | 0 | 0 | 5 | 0 | 0 | 0 | 350 | 1594 |
| 4:30-4:45 | 0 | 167 | 0 | 0 | 204 | 8 | 0 | 0 | 19 | 0 | 0 | 0 | 398 | 1701 |
| 4:45-5:00 | 0 | 178 | 0 | 0 | 164 | 7 | 0 | 0 | 29 | 0 | 0 | 0 | 378 | 1671 |
| 5:00-5:15 | 0 | 186 | 0 | 0 | 226 | 12 | 0 | 3 | 41 | 0 | 0 | 0 | 468 | 1626 |
| 5:15-5:30 | 0 | 216 | 0 | 0 | 210 | 5 | 0 | 1 | 25 | 0 | 0 | 0 | 457 | |
| 5:30-5:45 | 0 | 178 | 0 | 0 | 160 | 6 | 0 | 0 | 24 | 0 | 0 | 0 | 368 | |
| 5:45-6:00 | 0 | 157 | 0 | 0 | 154 | 6 | 0 | 0 | 16 | 0 | 0 | 0 | 333 | |
| PM PEAK HOUR IS FROM: | | | 4:30 PM TO 5:30PM | | | | | | | | | | | |
| Volumes | 0 | 747 | 0 | 0 | 804 | 32 | 0 | 4 | 114 | 0 | 0 | 0 | 1701 | |
| Season Factor | 0 | 964 | 0 | 0 | 1037 | 41 | 0 | 5 | 147 | 0 | 0 | 0 | 2194 | |
| Growth | 0 | 991 | 0 | 0 | 1066 | 42 | 0 | 5 | 151 | 0 | 0 | 0 | 2256 | |
| In/Out | - | - | - | - | - | IN | - | - | OUT | - | - | - | - | |
| Percentage | 0% | 0% | 0% | 0% | 0% | 85% | 0% | 0% | 85% | 0% | 0% | 0% | 0% | |
| Project | 0 | 0 | 0 | 0 | 0 | 17 | 0 | 0 | 15 | 0 | 0 | 0 | 0 | |
| Total | 0 | 991 | 0 | 0 | 1066 | 59 | 0 | 5 | 167 | 0 | 0 | 0 | 2288 | |




Seasonal Factor: 1.29
Growth Rate: 1.014
Trips In: 20
Trips Out: 18
Years Grown: 2

# HCS7 Two-Way Stop-Control Report

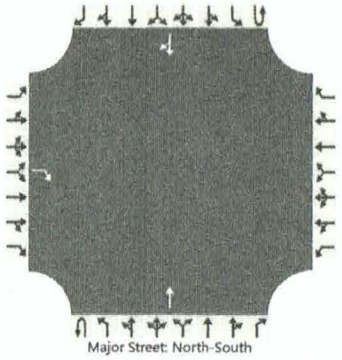
## General Information

| | |
|---|---|
| Analyst | James Kemp |
| Agency/Co. | O'Rourke Engineering |
| Date Performed | 9/19/2019 |
| Analysis Year | 2021 |
| Time Analyzed | AM Peak Hour |
| Intersection Orientation | North-South |
| Project Description | With Project |

## Site Information

| | |
|---|---|
| Intersection | Colorado & A St |
| Jurisdiction | Stuart |
| East/West Street | A St |
| North/South Street | Colorado Ave |
| Peak Hour Factor | 0.93 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes




## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | | 10 | 11 | 12 | | 7 | 8 | 9 | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 |
| Number of Lanes | | 0 | 0 | 1 | | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 |
| Configuration | | | | R | | | | | | | T | | | | | TR |
| Volume (veh/h) | | | | 23 | | | | | | | 1133 | | | | 455 | 77 |
| Percent Heavy Vehicles (%) | | | | 3 | | | | | | | | | | | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | | 0 | | | | | | | | | | | | | | |
| Right Turn Channelized | | Yes | | | | | | | | | | | | | | |
| Median Type \| Storage | | Left + Thru | | | | | | | | 1 | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | | | 6.2 | | | | | | | | | | | | |
| Critical Headway (sec) | | | | 6.23 | | | | | | | | | | | | |
| Base Follow-Up Headway (sec) | | | | 3.3 | | | | | | | | | | | | |
| Follow-Up Headway (sec) | | | | 3.33 | | | | | | | | | | | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | | 25 | | | | | | | | | | | | |
| Capacity, c (veh/h) | | | | 546 | | | | | | | | | | | | |
| v/c Ratio | | | | 0.05 | | | | | | | | | | | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | | 0.1 | | | | | | | | | | | | |
| Control Delay (s/veh) | | | | 11.9 | | | | | | | | | | | | |
| Level of Service (LOS) | | | | B | | | | | | | | | | | | |
| Approach Delay (s/veh) | | 11.9 | | | | | | | | | | | | | | |
| Approach LOS | | B | | | | | | | | | | | | | | |

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# HCS7 Two-Way Stop-Control Report

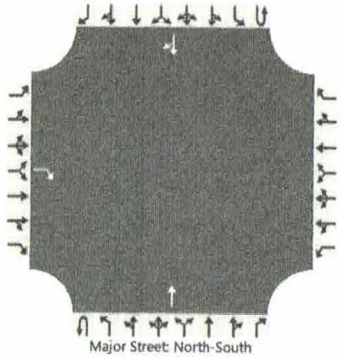
## General Information

| | |
|---|---|
| Analyst | James Kemp |
| Agency/Co. | O'Rourke Engineering |
| Date Performed | 9/19/2019 |
| Analysis Year | 2021 |
| Time Analyzed | PM Peak Hour |
| Intersection Orientation | North-South |
| Project Description | With Project |

## Site Information

| | |
|---|---|
| Intersection | Colorado & A St |
| Jurisdiction | Stuart |
| East/West Street | A St |
| North/South Street | Colorado Ave |
| Peak Hour Factor | 0.91 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes




## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | | 10 | 11 | 12 | | 7 | 8 | 9 | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 |
| Number of Lanes | | 0 | 0 | 1 | | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 |
| Configuration | | | | R | | | | | | | T | | | | | TR |
| Volume (veh/h) | | | | 167 | | | | | | | 991 | | | | 1066 | 59 |
| Percent Heavy Vehicles (%) | | | | 3 | | | | | | | | | | | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | | 0 | | | | | | | | | | | | | | |
| Right Turn Channelized | | Yes | | | | | | | | | | | | | | |
| Median Type \| Storage | | Left + Thru | | | | | | | | 1 | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | | | 6.2 | | | | | | | | | | | | |
| Critical Headway (sec) | | | | 6.23 | | | | | | | | | | | | |
| Base Follow-Up Headway (sec) | | | | 3.3 | | | | | | | | | | | | |
| Follow-Up Headway (sec) | | | | 3.33 | | | | | | | | | | | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | | 184 | | | | | | | | | | | | |
| Capacity, c (veh/h) | | | | 223 | | | | | | | | | | | | |
| v/c Ratio | | | | 0.82 | | | | | | | | | | | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | | 6.2 | | | | | | | | | | | | |
| Control Delay (s/veh) | | | | 68.0 | | | | | | | | | | | | |
| Level of Service (LOS) | | | | F | | | | | | | | | | | | |
| Approach Delay (s/veh) | | 68.0 | | | | | | | | | | | | | | |
| Approach LOS | | F | | | | | | | | | | | | | | |

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2018 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 8900 EAST- A1A TO US1

| WEEK | DATES | SF | MOCF: 0.87 PSCF |
|---|---|---|---|
| 1 | 01/01/2018 - 01/06/2018 | 1.02 | 1.17 |
| 2 | 01/07/2018 - 01/13/2018 | 0.98 | 1.13 |
| 3 | 01/14/2018 - 01/20/2018 | 0.94 | 1.08 |
| * 4 | 01/21/2018 - 01/27/2018 | 0.91 | 1.05 |
| * 5 | 01/28/2018 - 02/03/2018 | 0.89 | 1.02 |
| * 6 | 02/04/2018 - 02/10/2018 | 0.86 | 0.99 |
| * 7 | 02/11/2018 - 02/17/2018 | 0.84 | 0.97 |
| * 8 | 02/18/2018 - 02/24/2018 | 0.84 | 0.97 |
| * 9 | 02/25/2018 - 03/03/2018 | 0.84 | 0.97 |
| *10 | 03/04/2018 - 03/10/2018 | 0.84 | 0.97 |
| *11 | 03/11/2018 - 03/17/2018 | 0.84 | 0.97 |
| *12 | 03/18/2018 - 03/24/2018 | 0.85 | 0.98 |
| *13 | 03/25/2018 - 03/31/2018 | 0.87 | 1.00 |
| *14 | 04/01/2018 - 04/07/2018 | 0.88 | 1.01 |
| *15 | 04/08/2018 - 04/14/2018 | 0.90 | 1.03 |
| *16 | 04/15/2018 - 04/21/2018 | 0.92 | 1.06 |
| 17 | 04/22/2018 - 04/28/2018 | 0.96 | 1.10 |
| 18 | 04/29/2018 - 05/05/2018 | 1.01 | 1.16 |
| 19 | 05/06/2018 - 05/12/2018 | 1.06 | 1.22 |
| 20 | 05/13/2018 - 05/19/2018 | 1.11 | 1.28 |
| 21 | 05/20/2018 - 05/26/2018 | 1.11 | 1.28 |
| 22 | 05/27/2018 - 06/02/2018 | 1.10 | 1.26 |
| 23 | 06/03/2018 - 06/09/2018 | 1.10 | 1.26 |
| 24 | 06/10/2018 - 06/16/2018 | 1.09 | 1.25 |
| 25 | 06/17/2018 - 06/23/2018 | 1.09 | 1.25 |
| 26 | 06/24/2018 - 06/30/2018 | 1.09 | 1.25 |
| 27 | 07/01/2018 - 07/07/2018 | 1.09 | 1.25 |
| 28 | 07/08/2018 - 07/14/2018 | 1.09 | 1.25 |
| 29 | 07/15/2018 - 07/21/2018 | 1.10 | 1.26 |
| 30 | 07/22/2018 - 07/28/2018 | 1.10 | 1.26 |
| 31 | 07/29/2018 - 08/04/2018 | 1.10 | 1.26 |
| 32 | 08/05/2018 - 08/11/2018 | 1.11 | 1.28 |
| 33 | 08/12/2018 - 08/18/2018 | 1.11 | 1.28 |
| 34 | 08/19/2018 - 08/25/2018 | 1.11 | 1.28 |
| 35 | 08/26/2018 - 09/01/2018 | 1.12 | 1.29 |
| 36 | 09/02/2018 - 09/08/2018 | 1.12 | 1.29 |
| 37 | 09/09/2018 - 09/15/2018 | 1.12 | 1.29 |
| 38 | 09/16/2018 - 09/22/2018 | 1.12 | 1.29 |
| 39 | 09/23/2018 - 09/29/2018 | 1.12 | 1.29 |
| 40 | 09/30/2018 - 10/06/2018 | 1.12 | 1.29 |
| 41 | 10/07/2018 - 10/13/2018 | 1.12 | 1.29 |
| 42 | 10/14/2018 - 10/20/2018 | 1.12 | 1.29 |
| 43 | 10/21/2018 - 10/27/2018 | 1.10 | 1.26 |
| 44 | 10/28/2018 - 11/03/2018 | 1.09 | 1.25 |
| 45 | 11/04/2018 - 11/10/2018 | 1.07 | 1.23 |
| 46 | 11/11/2018 - 11/17/2018 | 1.05 | 1.21 |
| 47 | 11/18/2018 - 11/24/2018 | 1.04 | 1.20 |
| 48 | 11/25/2018 - 12/01/2018 | 1.03 | 1.18 |
| 49 | 12/02/2018 - 12/08/2018 | 1.02 | 1.17 |
| 50 | 12/09/2018 - 12/15/2018 | 1.02 | 1.17 |
| 51 | 12/16/2018 - 12/22/2018 | 0.99 | 1.14 |
| 52 | 12/23/2018 - 12/29/2018 | 0.96 | 1.10 |
| 53 | 12/30/2018 - 12/31/2018 | 0.94 | 1.08 |

* PEAK SEASON

25-FEB-2019 16:26:26 830UPD 4_8900_PKSEASON.TXT

# MINUTES

## COMMUNITY REDEVELOPMENT/HISTORIC PRESERVATION BOARD
## MAY 5, 2020 AT 4:00PM
## CITY COMMISSION CHAMBERS
## 121 S.W. FLAGLER AVE.
## STUART, FLORIDA 34994

## COMMUNITY REDEVELOPMENT BOARD MEMBERS
**Chair – Frank Wacha**
**Vice Chair – Nathan Ritchey**
**Board Member – Faye James**
**Board Member – Tom Campenni**
**Board Member – Pete Walson**
**Board Member – Cristina Maldonado**
**Board Member – Chris Lewis**

## ADMINISTRATIVE
**Development Director, Kev Freeman**
**CRA Administrator, Pinal Gandhi-Savdas**
**Board Secretary, Jordan Pinkston**

**CALL TO ORDER**

**ROLL CALL 4PM**
**Present (physically):** Tom Campenni
**Present (remotely):** Frank Wacha, Nathan Ritchey, Faye James, Pete Walson, Cristina Maldonado, Chris Lewis
**Absent:** None.

**APPROVAL OF MINUTES**
**Action:** Approve.
**Moved by:** Pete Walson
**Seconded by:** Chris Lewis
Motion passed unanimously.

**COMMENTS FROM THE PUBLIC (5 min. max):**

1) Tracy Barnes (Channel Avenue) – Made comments via ZOOM about the Colorado Shoppes and the drainage issues they cause for property owners.

**APPROVAL OF AGENDA**
**Action:** Approve.
**Moved by:** Tom Campenni
**Seconded by:** Nathan Ritchey
Motion passed unanimously.

**COMMENTS FROM THE BOARD MEMBERS ON NON-AGENDA ITEM:**

Faye James stepped away from the meeting remotely.

Frank Wacha said that he will be abstaining from voting on items three and four on the agenda.

**COMMUNITY REDEVELOPMENT BOARD**

**1. R55-2020 Shoppes on Colorado Annex MUCCU**

**PRESENTATION:** Stephen Mayer, Senior Planner
Kristen Brown, Ted Glasrud & Associates
Bill Mathers, Mathers Engineering

**COMMENTS FROM THE BOARD MEMBERS:**

Cristina Maldonado and Nathan Ritchey questioned the landscaping in the renderings next to Frazier Creek.

Kristen Brown spoke about the landscaping and mangrove maintenance plan.

Nathan Ritchey asked about a parking plan.

Kristen Brown explained that their goal is to keep everything uniform and flow between the two plazas.

Cristina Maldonado asked about neighboring properties.

The applicant presented.

Bill Mathers spoke about the past and current stormwater situation.

Pete Walson expressed his difficulty understanding the applicant's presentation remotely.

**COMMENTS FROM THE PUBLIC (5 min. max):**

1) Tracy Barnes (Channel Avenue) – Commented on the difficulty of hearing the past presentation. Concerned about the stormwater plan and traffic plan being successful.

**COMMENTS FROM THE BOARD MEMBERS:**

Faye James remotely logged back into the meeting.

Mike Mortell said that it is appropriate for Faye James to vote if she is comfortable doing so.

Tom Campenni said he was concerned about stormwater and the building not creating an urban setting for Colorado. He said that if we continue to do this it will become a suburban street.

Discussion occurred about the vision for Colorado and current project proposals deviating from the Commission's plan. It was recommended that the board revisit this issue with the commission.

**Action:** Approve.
**Moved by:** Pete Walson
**Seconded by:** Chris Lewis
Motion passed with Board Member Maldonado opposing.

### 2. Res. No. 53-2020 River House Public Art Proposal

**PRESENTATION:** Tom Reetz, Senior Planner
Geoffrey Smith, Geoffrey C. Smith Galleries

**COMMENTS FROM THE BOARD MEMBERS:**

Nathan Ritchey asked for confirmation on the location of the art.

Tom Reetz confirmed the location of the project.

Faye James asked for confirmation on the budget and where the money is coming from.

Frank Wacha said that the funds come from the applicant.

Mike Mortell confirmed that the code requires that they spend 1% of their construction costs on public art, but the applicant has agreed to spend more than that.

The applicant described the landscaping proposed in the project and further details about the project.

**COMMENTS FROM THE PUBLIC (5 min. max):** None.

**Action:** Approve.
**Moved by:** Tom Campenni
**Seconded by:** Pete Walson
Motion passed unanimously.

### 3. Ordinance No 2438-2020: New Avonlea PUD Minor Amendment

**PRESENTATION:** Stephen Mayer, Senior Planner
Nik Schroth, NAI Southcoast

**COMMENTS FROM THE BOARD MEMBERS:**

Frank Wacha passed the gavel to Vice Chair Ritchey.

Tom Campenni said that this was originally approved 12-14 years ago. He said that the developer should have been responsible for improvements back then and not have the process we currently have.

Pete Walson congratulated the developer on the streetscape.

**COMMENTS FROM THE PUBLIC (5 min. max):** None.

**Action:** Approve.
**Moved by:** Tom Campenni
**Seconded by:** Chris Lewis
Motion passed unanimously with Frank Wacha abstaining.

### 4. Resolution No. 04-2020 (CRA) Avonlea REDA Amendment

**PRESENTATION:** Pinal Gandhi-Savdas, CRA Administrator
Nik Schroth, NAI Southcoast
Tim Hernandez, New Urban Communities

**COMMENTS FROM THE BOARD MEMBERS:**

Pete Walson left the meeting.

Tom Campenni said that we have twelve parcels, but only ten will be improved so he would like to know what will happen to the remining two.

Nik Schroth explained the status and plan for each parcel.

**COMMENTS FROM THE PUBLIC (5 min. max):** None.

**Action:** Approve.
**Moved by:** Chris Lewis
**Seconded by:** Cristina Maldonado
Motion passed unanimously with Frank Wacha abstaining.

**HISTORIC PRESERVATION BOARD MATTERS:** None.

**COMMENTS FROM THE BOARD MEMBERS:** None.

**STAFF UPDATE:** None.

**ADJOURNMENT**
**Motion:** None.
**Action:** None was made.
The board adjourned without a motion or second.

Frank Wacha, Chair

Jordan Pinkston, Board Secretary

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

**Meeting Date:** 5/26/2020 **Prepared by:** Michael J. Mortell

**Title of Item:**

AUTHORIZATION TO HIRE EISENSTEIN MALANCHUK LLP (RC):

RESOLUTION No. 63-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE EXECUTION OF A LEGAL SERVICES AGREEMENT WITH EISENSTEIN MALANCHUK LLP, PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

**Summary Explanation/Background Information on Agenda Request:**

The City is currently addressing environmental issues related to the groundwater within the geographic boundaries of Stuart. There is a chance that there might be older insurance policies that provide coverage for the City for costs related to the environmental issues. As a result, the City will enter a contingency agreement with the attorneys to identify and find the coverage. If it exists, the attorneys will be paid a percentage.

**Funding Source:**

N/A

**Recommended Action:**

Move approval of Resolution 63-2020 authorizing the Mayor to execute a Legal Services Agreement.

**ATTACHMENTS:**

| | Description | Upload Date | Type |
|---|---|---|---|
| 🗋 | R63-2020 Authorization to engage Attorneys | 5/13/2020 | Resolution add to Y drive |
| 🗋 | Employment Agreement | 5/12/2020 | Attachment |

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

**RESOLUTION NUMBER 63-2020**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE EXECUTION OF A LEGAL SERVICES AGREEMENT WITH EISENSTEIN MALANCHUK LLP, PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.**

* * * * *

**WHEREAS**, the City Commission has the authority to hire outside counsel to pursue legal matters which provide public benefit to its residents; and

**WHEREAS**, there is no cost to the City for the initial review and in the event that the claim is viable, the fees and costs would come from funds recovered; and

**WHEREAS**, the City Commission finds that it will be beneficial to the City to retain the law firm to research and help negotiate environmental insurance coverage claims on behalf of the City.

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

SECTION 1: The foregoing precatory language is incorporated herein, as if set forth below.

SECTION 2: The City Commission of the City of Stuart, Florida hereby authorizes the Mayor to execute a Legal Services Agreement with Eisenstein Malanchuk LLP as attached hereto as Exhibit

"A", and made a part hereof in order to allow the firm to have access to the historical financial and historical records necessary to determine if there is a viable claim for insurance coverage.

SECTION 3: Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

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

| | YES | NO | ABSENT | ABSTAIN |
|---|---|---|---|---|
| MICHAEL J. MEIER, MAYOR | | | | |
| EULA R. CLARKE, VICE MAYOR | | | | |
| KELLI GLASS LEIGHTON, COMMISSIONER | | | | |
| MERRITT MATHESON, COMMISSIONER | | | | |
| REBECCA S. BRUNER, COMMISSIONER | | | | |

ADOPTED this 26th day of May, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MIKE MORTELL
CITY ATTORNEY

EISENSTEIN MALANCHUK LLP

May 1, 2020

Mr. Michael J. Mortell
City Attorney
City of Stuart
121 SW Flagler Avenue
Stuart, FL 349944

Re: Environmental Insurance Cost Recovery

Dear Mr. Mortell:

To follow up our discussions, this letter sets forth the terms under which the City of Stuart ("the City") is retaining Eisenstein Malanchuk LLP ("EM") to present and help negotiate environmental insurance coverage claims on behalf of the City.

The terms of the retainer are as follows:

A. Fee Agreement

1. The City will pay a fee to EM of 35% of all gross recovery on this project. The term "gross recovery" means all monetary payments made by insurers, or other tangible benefits accepted in lieu of monetary payments, before consideration of any income tax matters. The City will pay the fee related to each such payment by wire transfer or check within ten (10) days after settlement funds have been received; if settlement funds are received by EM in trust for the City, EM similarly will pay the settlement amount (net of fees) to the City by wire transfer or check within ten (10) days after the settlement funds have been received.

2. No fees will be paid to EM before funds are received by the City or by the City's designated recipient of the payments. The City will have no monetary obligations to EM on this project other than payment of the fee specified in paragraph A.1. Among other things, EM will bear all of its own costs and expenses in pursuing this project (including for travel, copying, computerized research, etc.), and will also fully fund any necessary expert work, including for any needed insurance archeology or environmental experts (which firms can be selected by EM, subject to the City's approval, which shall not be unreasonably withheld).

3. In light of the potential expense of coverage litigation, the parties agree to seek to pursue settlement negotiations to resolve these insurance claims. In the event that litigation is undertaken relating to these claims, EM and the City agree to discuss the fee agreement for such litigation; provided, however, that EM will have the right to decline to represent the City in such litigation, and the City will

have the right to decline to utilize EM for such litigation. It is further understood that EM's service will not necessarily include efforts necessary to collect from London Market companies or other insurers who are insolvent or subject to liquidation proceedings, formal or informal, except to the extent mutually agreed by the City and EM.

4. EM will have the right to withdraw from the retention if EM determines, in its sole discretion, that further pursuit of these claims is no longer practicable. In this event no additional fees whatsoever will be payable to EM. Except to the extent such action is taken for the purpose of avoiding payment of fees to EM, the City also will have the right to terminate this engagement at any time, however EM shall receive payments in accordance with paragraph A.1. with respect to any settlements in principle concluded with insurers as a result (in whole or in substantial part) of EM's efforts.

5. In the event of a dispute regarding this agreement or the payment of fees, EM and the City agree to attempt in good faith to resolve the dispute through mediation. If the Parties are unable to resolve the dispute within sixty (60) days (or such longer time as the Parties mutually agree), then the dispute shall be resolved by binding arbitration, with each Party to bear its own costs and attorneys' fees. The procedures specified in this paragraph shall be the sole and exclusive procedures for the resolution of disputes among the Parties with respect to any matters arising out of this agreement.

6. EM intends solely to keep electronic copies of documents and records. As a result, documents or records provided to EM or utilized in this representation will, to the extent practical, be digitized and stored electronically. The City agrees that EM can retain such documents and records solely in an electronic form, and further agrees that paper copies of such documents or records may be destroyed, except to the extent the City specifically requests the return or retention of such material.

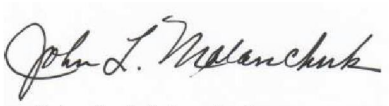
B. Confidentiality

The City is retaining EM for the purpose of obtaining legal advice. EM's services will be undertaken in anticipation of litigation, and will be confidential and subject to the protection of the attorney-client privilege and the work product doctrine. The City and EM further anticipate that they will disclose certain confidential and proprietary information to each other in the course of this engagement. The parties mutually agree not to disclose such information – without prior authorization – to anyone other than the persons working on this specific project. Such information will be used solely for purposes of the negotiations and for no other purpose whatsoever. The City further agrees, to the extent allowed by law, not to disclose information that is confidential and proprietary to EM to anyone other than the City's employees or consultants.

*  *  *

If these terms are acceptable, please sign and return this letter. We very much look forward to working with you on this project.

Sincerely,



John L. Malanchuk
Partner

SO APPROVED for the City of Stuart, FL

_____
By:
Dated: May ___, 2020

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

**Meeting Date:** 5/26/2020 **Prepared by:** David D. Peters

**Title of Item:**

TECO GAS FRANCHISE AGREMENT (RC):

ORDINANCE No. 2441-2020; AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE CITY OF STUART, MARTIN COUNTY, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

**Summary Explanation/Background Information on Agenda Request:**

The Franchise Agreement with Peoples Gas System, a Division of Tampa Electric Company expired on May 11, 2020.

Staff has negotiated new terms and conditions of the Franchise Agreement to include:

A provision to identify underground facilities that are less than ten (10) feet from an existing building.

A provisions for emergency response training for the Fire Department.

The Franchise Fee of 6% of Gross Revenues has been determined to be industry standards.

A Ten (10) Year term with two (2) ten (10) year renewal options.

**Funding Source:**

N/A

**Recommended Action:**

Adopt Ordinance 2441-2020 on 1st Reading.

**ATTACHMENTS:**

| | Description | Upload Date | Type |
|---|---|---|---|
| 🗋 | Ordinance 2441-2020 TECO Franchise Agreement | 5/15/2020 | Ordinance add to Y drive |

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

**ORDINANCE NUMBER 2441-2020**

**AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE CITY OF STUART, MARTIN COUNTY, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.**

WHEREAS, The City of Stuart originally entered into a franchise agreement with Peoples Gas System, a Division of Tampa Electric Company on May 11, 2000 for a period of 15 years, with an additional 5-year renewal granted in August, 2015. and

WHEREAS, Peoples Gas System, a Division of Tampa Electric Company and the City of Stuart desire to enter into a franchise agreement for a period of ten (10) years, subject to the renewal provision set forth herein, commencing from the date provided herein; and

WHEREAS, the City Commission finds that it is in the public interest of its citizens to enter into a new franchise agreement with Peoples Gas System, a Division of Tampa Electric Company.

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

SECTION 1: DEFINITIONS

For the purposes of this Ordinance, the following terms shall have the meaning given herein.

A. "Customer" shall mean any person served by the Company within the corporate limits of the city

B. "City" shall mean the City of Stuart, Martin County, Florida, its successor and assigns.

C. "Company" shall mean Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, its successors and assigns.

D. "Distribution System" shall mean any and all transmission pipe lines, main pipe lines and service lines, together with all tubes, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, attachments, structures and other appurtenances, as are used or useful in the sale, distribution, transportation or delivery of Natural Gas and as are situated within the corporate limits of the City.

E. "Effective Date" shall mean the date this Franchise becomes effective as described in Section 22 below.

F. "Franchise" or "Franchise Agreement" shall mean this agreement as passed and adopted by the City and accepted by the Company as provided in Section 22 below.

G. "FPSC" shall mean the Florida Public Service Commission or any successor agency.

H. "Gross Revenues" shall mean all revenues (as defined by the Florida Public Service Commission) received by the Company from any customer from the sale, transportation, or distribution of Gas.

I. "Person" shall mean any individual, firm, partnership, estate, corporation, company or other entity, including, but not limited to, any government entity.

J. "Natural Gas" or "Gas" shall mean natural gas and/or manufactured gas and/or a mixture of gases which is distributed in pipes and measured by meter on the Customer's premises. It shall not mean propane gas or liquefied petroleum gas (commonly referred to as "bottled gas").

K. "Rights-of-way" means any street, road, lane, highway, avenue, boulevard, alley, waterway, bridge, easement, sidewalk, public place, or other rights-of-way that are owned by the City.

SECTION 2: GRANT

The City hereby grants to the Company the non-exclusive right, privilege, and franchise to lay, erect, construct, operate and maintain in, on or under any and all Rights-of-way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present incorporated limits of the City, or in such territory as may be hereafter added or annexed to, or consolidated with the City, a Distribution System subject to the terms and conditions herein contained.

SECTION 3: TERM

Except as provided in Section 18, the Franchise hereby granted shall be for a period of ten (10 years) from the effective date of this ordinance ; provided, however, that the Franchise will automatically renew for (2) two 10 year terms, unless one of the parties notifies the other, with no less than one hundred and eighty days (180) days' written notice, prior to the expiration of the then current term, that it does not want the Franchise to automatically renew. If either party elects not to renew the Franchise, then the Franchise shall expire upon the conclusion of the then current term.

SECTION 4: ASSIGNMENT

A. The Franchise hereby granted shall not be leased, assigned or otherwise alienated or disposed of except with the prior express written consent of the City, which shall not be unreasonably withheld or unduly delayed. No assignment shall be allowed without the assignee assuming the terms of the Franchise Agreement with the City.

B. Notwithstanding the foregoing, the Company may, without the consent of the City, lease, assign or otherwise alienate and transfer this Franchise in connection with the lease or sale of the Distribution System or upon its merger or consolidation with, or transfer to, a corporation engaged

in similar business (including an affiliate or subsidiary of the Company), or pledge or mortgage of such Franchise in connection with the physical property owned and used by it in the operation of the Distribution System for the purpose of securing payment of monies borrowed by the Company. The Company shall notify the City Clerk of any lease, assignment or otherwise alienate and transfer of this Franchise in connection with the lease or sale of the Distribution System

SECTION 5: CITY COVENANT

As a further consideration for this Franchise Agreement, the City covenants and agrees that it will not, during the term of this Franchise Agreement or any extension thereof, engage in the business of distributing or selling Natural Gas within the corporate limits of the City, as modified, during the term of this Franchise Agreement.

SECTION 6: USE OF STREETS

The Distribution System shall be located or relocated and so constructed as not to interfere with, including but not limited to, sanitary sewers, drainage systems, water pipes, electrical conduits, communication cables, or other public utility service facilities, existing at the of such location, relocation or construction. The Company's Distribution System facilities shall not obstruct or interfere with the public uses of streets, roads, highways, or alleys, or create any conditions which are or may become dangerous to the traveling public. Company shall attempt to minimize above grade facilities, and such facilities shall be installed near the outer boundaries of the Rights-of-way when appropriate. The location or relocation of all Distribution System facilities shall be made after Company has received all applicable permits, approval and permissions from the City and such other governmental entities as may be necessary and the locations or relocations shall be subject to the City's approval, In the event that Company is acting in its proprietary function as a retail provided of gas equipment or appliances, Company shall seek the appropriate permits from the City. Company

shall cooperate with the City at all times and shall use commercially reasonable efforts to provide timely and complete information regarding the location of its Distribution System facilities. Company and City shall cooperate and coordinate their efforts to make the most efficient and economical use of the Rights-of-way and the Distribution System facilities.

If any street, highway or avenue is to be paved by the City, the City's Public Works Department shall give written notice to the Company not less than one hundred and eighty (180) days prior to the commencement of paving. Provided the Company does not already have a main in the street, highway or avenue to provide natural gas service to the surrounding houses and other structures, Company shall attempt to communicate with surrounding houses and other structures to determine whether, in its sole discretion, construction of Distribution System facilities in the street, highway or avenue in question is economically feasible. Where such construction is determined to be economically feasible, the Company shall, at its sole discretion, construct such Distribution System facilities in the street, highway or avenue in question prior to paving by the City. However, in the event the Company believes that such construction may not be completed prior to City's planned paving schedule, the Parties will attempt to negotiate a revised paving schedule satisfactory to both Parties; provided, however, that if a delay in paving will cause additional expense to the City, or substantial inconvenience to the residents of the City, the City may proceed with its original paving schedule. The Company shall, at its own expense, replace, repair and restore in a timely manner any sidewalk, street, alley, pavement, water, sewer or other utility line appurtenance, soil, landscaping, dirt or other improvement, property or structure of any nature, that may be damaged or displaced by the Company in the conduct of its operations, and shall, at a minimum, restore all property to a condition equivalent to the condition immediately prior to the work and/or changes made by the Company. Company shall take safety precautions to alert the public of work, which may include, but is not limited to, the use

of barricades and signs. The Company shall move or remove any Distribution System facilities at no cost to the City, in the event of the widening, repair or reconstruction of any street, road, alley or other Rights-of-way by the City which creates a conflict with the Company's Distribution System facilities. The Company and the City shall not be liable for any cost or expense in connection with the location or relocation of its Distribution System facilities that are made pursuant to the request of any third party; provided further that such relocation requests shall not be honored until such third party has made arrangements to reimburse the Company and/or the City, as the case may be, in a manner satisfactory to such Party(ies).

SECTION 7: MAINTENANCE

All such components of the Distribution System of the Company located within the City shall be installed and maintained in accordance with accepted good practice and in accordance with the orders, rules, and regulations of the Florida Public Service Commission.

SECTION 8: LAYING OF PIPE

All components of the Distribution System shall be laid consistent with all applicable codes, rules, regulations and laws, including, to the extent consistent with all applicable codes, rules, regulations and laws, specifications contained in City permits.

SECTION 9: CONSTRUCTION WORK

Before the commencement of the construction of any Distribution System facilities, the Company shall provide a drawing to the City establishing the location, lines or any other information reasonably requested by the City in connection with the Distribution System facilities. The laying of such Facilities shall conform to the designated locations, lines or other conditions of the City. Underground Gas Distribution facilities that lie within ten (10) feet of an existing building must be identified prior to construction. Company agrees that the materials to be used in the construction,

operation and maintenance of the Distribution System facilities and the service to be rendered shall be consistent with the requirements of the Florida Public Service Commission having jurisdiction over the materials to be used in the construction, operation and maintenance of the Distribution System facilities and the service to be rendered. The Company shall, at all times, keep an accurate map showing the location of all Gas System Facilities laid and maintained by Company under this Franchise, which shall be accessible for inspection by City officials upon advance written notice during reasonable business hours at the Company's place of business.

SECTION 10: EMERGENCY RESPONSE PLAN AND TRAINING

The City acknowledges that, in the event of any emergency involving the Distribution System facilities, Company's actions in response to such emergencies are the sole jurisdiction of the Florida Public Service Commission (FPSC). The Company acknowledges that when responding to any emergency involving Distribution System facilities it is obligated to follow all applicable orders, rules and regulations on file with the Florida Public Service Commission and the most current version of Company's Emergency Response Plan. The City shall designate a responsible official within the City and the Company will grant access to its Emergency Response Portal by the City's Fire Chief to access and view the most current version of the Company's Emergency Response Plan.

The Company shall provide, at times mutually agreeable to the parties, at the Company's sole expense, training to the City's Fire Department every three (3) years regarding the response to emergency conditions that may involve Company's Distribution System facilities.

SECTION 11. ACCIDENTS OR DAMAGES. EMERGENCIES

The City shall not be liable or responsible in any manner whatsoever for any accident, personal injury, property damage or any claim or damage of any type whatsoever that may occur in the course of the construction, operation or maintenance of any of its Facilities by Company, its

employees, agents, contractors, or any third parties hired by Company to perform any aspect of Company's responsibilities under this Agreement, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, including the acts of the City's employees, agents, contractors, or any third parties hired by the City for the construction operation or maintenance of any of the Facilities. Nothing in this Agreement shall be construed to waive or extend the City's sovereign immunity as set forth in Section 768.28, Florida Statutes. The City acknowledges that, in the event of an emergency involving the Distribution System facilities, Company's obligations to notify various constituents of such circumstances are regulated by the FPSC.

SECTION 12. INDEMNIFICATION AND HOLD HARMLESS

Company shall indemnify, defend and hold harmless the City, its Mayor, Council members, officers, agents and employees from and against any and all claims, suits, actions, regulatory or administrative proceedings, appeals therefrom, including attorney's fees and costs, liabilities and expenses (reasonably incurred by the City) to the extent arising during the term of this Franchise and resulting in personal injury, loss of life or damage to property sustained by any person or entity (collectively "Claims") caused by or arising out of Company's negligence, intentional torts, strict liability, breach of applicable law or breach of this Agreement in connection with the construction, operation or maintenance of its Distribution System facilities within the City; provided, however, that neither the Company nor any of its employees, agents, contractor, licensees, or sub lessees shall be liable under this section for any claims, suits, actions, demands, regulatory or administrative proceedings, appeal therefrom, including attorney's fees and costs, liabilities and expenses, caused by or arising out of the negligence, strict liability, intentional torts, breach of applicable law or breach of this Agreement by the City, its Mayor, Council members, officers, agents, or employees. Nothing

in this Agreement shall be construed to waive or extend the City's sovereign immunity as set forth in Section 768.28, Florida Statutes. The provisions of this Section shall survive the termination of this Agreement, and consideration for the provisions of this section is hereby expressly acknowledged as to its receipt and sufficiency. Notwithstanding any provision herein to the contrary, the Company's liability under this Agreement shall be limited to the assets and business of Peoples Gas System, a division of Tampa Electric Company, as if the Company were incorporated separate and apart from Tampa Electric Company.

SECTION 13: FRANCHISE FEE

Subject to Section 14 below, within thirty(30) days after the close of the first full billing month following the effective date of this Franchise Agreement, and each month thereafter during the term of this Franchise Agreement, the Company, its successors, or assigns, shall apply to the City or its successors, a sum of money equal to six percent (6%) of the Company's Gross Revenue, less any adjustments for uncollectable accounts, arising from the sale, transportation, or distribution of Natural Gas to Customers within the corporate limits of the City . The Franchise fee payment shall be deemed paid on time if post-marked within thirty (30) days of the close of the preceding billing month.

SECTION 14: IDENTIFICATION OF CITY RESIDENTS

No less than ten (10) days prior to the Effective Date, the City shall deliver to the Company such information (including City limit streets and block numbers) as is needed by the Company to determine which of its customer are located within the City limits. The City Clerk shall provide a copy of any Ordinance via certified mail to Director, External Affairs, TECO Peoples Gas at 5101 NW 21st Avenue, Suite 460, Fort Lauderdale, Florida 33309 no less than thirty (30) days after the effectiveness of any change in said limits, whether by addition, annexation, or consolidation, or upon the Company's request.

SECTION 15: ACCOUNTS AND RECORDS

The Company shall maintain accounting, maintenance, and construction records as prescribed by the FPSC. The Company shall establish and maintain appropriate accounts and records in such detail that revenues within the corporate limits of the City are consistently declared separately from all other revenues, and such records shall be maintained within the State of Florida. Upon request by the City, or its designated representative, and execution of a confidentiality agreement reasonably satisfactory to the Company, the Company shall make available said records within thirty (30) days to the City for the determination of the accuracy of the Gross Revenues upon which the Company's franchise fee is based. The Company shall maintain its billing records only for the period of time required by the FPSC and any examination conducted after such period shall be confined to the billing records then available.

SECTION 16: INSURANCE

During the term of this Franchise, the Company shall file with the City Clerk and shall keep in full force and effect at all times during the effective period hereof, insurance certificates evidencing a general liability insurance policy or policies issued by an insurance carrier licensed to do business in the state of Florida or evidence of self-insurance within the corporate limits of the City as they currently exist or may exist in the future. Each such policy shall provide for the minimum sum of $1,000,000.00 for injury or death to any one person, and for the minimum sum of $5,000,000.00 for injury or death to all persons where there is more than one person involved in any one incident or accident, and for the minimum sum of $1,000,000.00 for damage to property, resulting from any one accident, and each of the said minimum sums shall remain in full force and shall be undiminished during the effective period of this Agreement. The coverage requirements set forth in this Section 13 may be satisfied, in whole or in part, with self-insurance.

Company shall notify the Clerk of the City in writing, promptly upon any material alteration, modification, or cancellation of such policy.

SECTION 17: TERMINATION BY CITY

Violation by the Company of any of the covenants, terms, and conditions hereof, or default by the Company in observing or carrying into effect any of said covenants, terms and conditions, shall authorize and empower the City to declare a termination of this Franchise Agreement; provided, however, that before such action by the City shall become operative and effective, the Company shall have been served by the City with a written notice setting forth all matters pertinent to such violation or default, and describing the action of the City with respect thereto, and the Company shall have had a period of sixty (60) days after service by certified U.S. mail of such notice, or, in the event such cure reasonably requires a period of more than sixty (60) days, then sixty (60) days to present a plan reasonably satisfactory to the City to effect such cure; and provided further that any violation or default resulting from a strike, a lockout, an act of God, or any other cause beyond the control of the Company shall not constitute grounds for termination.

SECTION 18: CHANGES IN PROVISIONS HEREOF

Changes in the terms and conditions hereof may be made by written agreement between the City and the Company.

SECTION 19: SEVERABILITY; CHANGE IN LAW

(A) If any section, part of a section, paragraph, sentence, or clause of this Agreement shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any other portion hereof, but shall be restricted and limited in its operation and effect to that specific portion hereof involved in the controversy in which such decision shall have been rendered; provided, however, that should elimination of the specific portion of the Franchise

Agreement adjudged to be invalid result in significant adverse consequences to a party, then that party may terminate this Franchise Agreement by providing thirty (30) days written notice to the other party.

(B) Upon the issuance by a court of competent jurisdiction of an order, ruling, or decision, or the enactment or adoption by the Florida Legislature, the City, or any other governmental or regulatory body of a law, rule, regulation, or ordinance, that materially diminishes a municipality's ability to exact franchise fees from a utility, or that effectively does away with the ability of a municipality to grant a franchise altogether, then the Company or City may terminate this Franchise Agreement by providing ninety (90) days written notice to the other party.

SECTION 20: GOVERNING LAW

This Franchise shall be governed by the laws of the State of Florida and applicable federal law.

SECTION 21: EFFECTIVE DATE

This Franchise Agreement shall become effective upon its acceptance by the Company, which acceptance must be evidenced in writing within sixty (60) days of the City's passage and adoption hereof.

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

| | YES | NO | ABSENT | ABSTAIN |
|---|---|---|---|---|
| MICHAEL J. MEIER, MAYOR | | | | |
| EULA R. CLARKE, VICE MAYOR | | | | |
| BECKY BRUNER, COMMISSIONER | | | | |
| KELLI GLASS LEIGHTON, COMMISSIONER | | | | |
| MERRITT MATHESON, COMMISSIONER | | | | |

ADOPTED on first reading this _____day of _____

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL

PEOPLES GAS SYSTEM, A DIVISON OF
TAMPA ELECTRIC COMPANY

_____
By:

Title:_____

_____
By:

Title:_____

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

**Meeting Date:** 5/26/2020 **Prepared by:** Stephen Mayer

**Title of Item:**

MINOR AMENDMENT TO AVONLEA PUD (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2438-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MINOR AMENDMENT TO "THE NEW AVONLEA" PLANNED UNIT DEVELOPMENT (PUD); THEREBY AMENDING EXHIBIT NUMBER 11 OF THE NEW AVONLEA PUD, ENTITLED THE OFF-SITE INFRASTRUCTURE PLAN BY HJA DESIGN STUDIO; AMENDING THE CONDITION NUMBER 25 ACCORDINGLY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**Summary Explanation/Background Information on Agenda Request:**

The New Avonlea PUD was approved via Ordinance 2307-2015 and included an exhibit #11 entitled the Off-Site Infrastructure Plan (the plan). The intent of the plan was outlined in Condition #25, which currently states: The Off-Site Infrastructure plan (Avonlea PUD Off-Site Infrastructure Plan, by HJA Design Studio, Sheet 1 and 2 of 2, dated 1.11.16) identifies the phasing of delivery of sidewalks, street and intersections, street furniture, landscaping, parking, lighting, utilities and storm water improvements, which is in addition to the Master Parcel Plan. The Off-Site Infrastructure Plan shall be reviewed for each phase of development of this PUD. Amendments to the Off-Site Infrastructure Plan shall be processed through a minor PUD amendment in order to secure a consistency of improvements throughout the PUD and to account for any off-site infrastructure provided by the City. Any amendment to the Off-Site Infrastructure Plan will necessitate a review and potential updating of the approved REDA agreement (Resolution 01-2018 CRA Avonlea Real Estate Development accelerator).

The New Avonlea PUD (applicant) has requested to modify the plan due to more specific survey and engineering work, which has revealed challenges to completing the plan as originally conceived. The applicant has proposed the following changes to the plan:

1. Sidewalks. Proposed to eliminate the proposed sidewalk on the south side of Baker Road, where grade changes and slopes into protected wetlands create a challenge to development. The pedestrian connection is preserved by the existing pedestrian connection on the north side of Baker Road. The applicant is also proposing an observation deck amenity to Parcel 12 to allow pedestrians to view the wetland. No other sidewalk is being removed from the plan.

2. Gateway/Project Identity Features. These features were included in the plan to provide the conceptual locations and design of identity features and potential public art locations. The applicant has proposed a more specific design for the identity feature for Parcel 2 and 12, and has modified the locations slightly. The applicant has also added a notation that these features are conceptual and the final design and locations will be established at final site plan.

3. Mid-Block Crossings. The original plan included a mid-block crossing at the western end of Baker Road. Since the applicant is proposing the removal of the sidewalk on the southern side of Baker Road, the mid-block would no longer be useful and is proposed to be removed as well. The applicant has added at staff's request, striped pedestrian crossings on the south side of the Baker Road and Green River Parkway traffic circle and at

the Dixie Highway intersection.

4. Cross Sections. The applicant has continued their commitment to provide conceptual cross sections that include the material, dimensions and design of mid block crossings and sidewalks. Furthermore, at staff's request, the applicant is adding conceptual street furniture details, which include benches, lighting, trash receptacles, and bike racks.

5. Responsibility zones. At the request of staff and the LPA during previous amendments to the New Avonlea PUD, the applicant has provided a color coded plan that demonstrates which parcel in the PUD is responsible for the provision of the off-site infrastructure on the plan. The proposed plan now provides a responsible property for all areas within the PUD. This will give the City the assurance that all of the off-site areas have a dedicated and predictable phase in which the work is expected to be completed. Further amendments will now be more streamline as it relates to the timing of the off-site infrastructure completion.

6. Utility provider information. The applicant has added a line to demark the parcels in which the City is responsible for providing utilities versus Martin County.

7. There is also portions of the plan that are subject to TAP grant funds which would allow the City to apply and receive FDOT funds to build cross walks an
d sidewalks. In the event that the City can obtain grant funds and expedite the construction timeline, the parties have agreed that the City shall have the right to complete the work based upon the grant specifications.

Staff has worked with the applicant on the revised plan and accepts the modifications. Ordinance 2438-2020 only revises the plan as an exhibit and the condition that refers to the plan. Concurrent to this application is a modification to the Real Estate Development Accelerator (REDA) agreement, as the REDA agreement refers to the original off-site improvement plan and must now be amended to include the proposed changes.

On May 5th, the Community Redevelopment Board (CRB) voted to recommend approval of the minor PUD amendment. The applicant has revised the proposed off-site infrastructure plan (attached) to include the location of the wetland overlook within Parcel 12.

**Funding Source:**

N/A

**Recommended Action:**

Motion to recommend approval of Ordinance 2438-2020 on first reading.

**ATTACHMENTS:**

| | Description | Upload Date | Type |
|---|---|---|---|
| 🗋 | Ordinance 2438-2020 | 4/24/2020 | Ordinance add to Y drive |
| 🗋 | Proposed Off-Site Infrastructure Plan | 5/13/2020 | Exhibit |
| 🗋 | Existing Off-Site Infrastructure Plan | 4/23/2020 | Attachment |
| 🗋 | Minor PUD Justification Statement | 4/23/2020 | Attachment |
| 🗋 | 5-5-2020 CRB Minutes | 5/14/2020 | Backup Material |

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

**ORDINANCE NUMBER 2438-2020**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MINOR AMENDMENT TO "THE NEW AVONLEA" PLANNED UNIT DEVELOPMENT (PUD); THEREBY AMENDING EXHIBIT NUMBER 11 OF THE NEW AVONLEA PUD, ENTITLED THE OFF-SITE INFRASTRUCTURE PLAN BY HJA DESIGN STUDIO; AMENDING THE CONDITION 25 ACCORDINGLY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

* * * * *

**WHEREAS**, on June 8, 2015, the City Commission adopted Ordinance No. 2307-2015, whereby establishing the "New Avonlea PUD" which consists of a Master Parcel Plan and provides that any future development activities on any of the project's multiple parcels (with the exception of Phase II of an existing Avonlea Commerce Center Parcel) shall require a master site plan approval thru a major PUD amendment, further requiring that an off-site infrastructure plan be added to the Master Parcel Plan at the time of first amendment; 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 New Avonlea PUD included an Off-Site Infrastructure Plan consistent with the master PUD and anticipated development; and

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

**WHEREAS**, the Avonlea Improvement Company, LLC (the Owner and Applicant) is now requesting a further minor amendment to the PUD to provide for a revised Off-Site Infrastructure Plan; and

**WHEREAS**, the City Commission held a properly noticed hearing at a regularly scheduled City Commission meeting held on May 26, 2020, to consider the application of the Owners for the property to approve the minor amendment to the PUD.

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

**SECTION 1:** A legal description of the property is set forth in **Exhibit "A"** attached hereto and made a part hereof by reference. A map depicting the property is attached hereto as **Exhibit "B"** and made a part hereof by reference. The revised conditions of development for the property are attached hereto as **Exhibit "C"** and made a part hereof by reference, and each shall constitute one of the development documents.

**SECTION 2:** The following additional documents 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 an additional part of the development conditions applicable to the Property:

11. Avonlea PUD Off-Site Infrastructure Plan, by HJA Design Studio, Sheet 1 thru 4 of 4

**SECTION 3:** In all other respects and except as amended hereby, Ordinance No. 2307-2015, and the three amendments thereto, shall remain in full force and effect.

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

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

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

Any breach of any provision or condition of this PUD Ordinance by the developer shall be

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

**SECTION 6:** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid; the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

**SECTION 7:** This Ordinance shall be effective upon the adoption by the City Commission, and proper execution by the Owner.

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

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:

| | YES | NO | ABSENT | ABSTAIN |
|---|---|---|---|---|
| MICHAEL J. MEIER, MAYOR | | | | |
| EULA R. CLARKE, VICE MAYOR | | | | |
| BECKY BRUNER, COMMISSIONER | | | | |
| KELLI GLASS LEIGHTON, COMMISSIONER | | | | |
| MERRITT MATHESON, COMMISSIONER | | | | |

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

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:

## ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE ABOVE ORDINANCE. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS INDUSTRIAL 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:

_____ By:_____

Print Name: _____ Avonlea Improvement Company

_____

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:

# EXHIBIT "A" – LEGAL DESCRIPTION

AND LESS, HOWEVER, THAT PART THAT LIES SOUTH OF THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD #707 AND NE SAVANNAH ROAD.

AND LESS, HOWEVER, THAT PART OF THE NE 1/4 OF THE SE 1/4 OF THE SW 1/4 IN SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY OF NE SAVANNAH ROAD AND THE EXTENSION OF BAKER ROAD.

AND LESS, HOWEVER, THE EAST 202.00 FEET OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, LYING NORTH ON THE NORTH RIGHT-OF-WAY LINE OF NE BAKER ROAD ACCORDING TO THE PLANS FOR BAKER ROAD EXTENSION (MARTIN COUNTY PROJECT NO. 55-R-5). THE AREA OF THIS PARCEL IS 1.65 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHT-OF-WAYS OF RECORD, IF ANY.

TOGETHER WITH

AVONLEA COMMECIAL CENTER
A PARCEL OF LAND LYING IN SECTION 28, T37S, R41E, MARTIN COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 202.00' OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 SAID SECTION 28, T37S, R41E OF PARCEL 6 AS DESCRIBED IN OFFICIAL RECORDS BOOK 895, PAGE 19, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND THE NORTHERLY RIGHT OF WAY LINE OF BAKER ROAD EXTENTION AS DESCRIBED IN OFFICIAL RECORDS BOOK 726, PAGE 1921, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE N89°28'19"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF BAKER ROAD EXTENTION, 348.92' TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF N.E.CARDINAL WAY BEING A 60.00' RIGHT OF WAY AS NOW LAID OUT AND IN USE; THENCE N10°56'26"W ALONG SAID EASTERLY RIGHT OF WAY LINE OF N.E.CARDINAL WAY, 381.26' TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 895, PAGE 25 AND 19, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND PHYSICALLY DESCRIBED BY MONUMENTS AND OCCUPATION: THENCE S89°15'48"E ALONG SAID OCCUPIED LINE, 426.24' TO THE POINT OF INTERSECTION WITH THE AFORESAID PARCEL 6; THENCE S00°45'39"W ALONG SAID WEST LINE OF THE EAST 202.00' OF PARCEL 6 A DISTANCE OF 372.11' TO THE POINT OF BEGINNING.

TOGETHER WITH

JENSEN INDUSTRIAL PARK SITE

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28, THENCE, NORTH 00° 15' 38" EAST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE 861.35 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH SOUTHERLY RIGHT-OF-WAY LINE OF BAKER ROAD EXTENSION; THENCE SOUTH 89° 58' 55" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE 1545.39 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 89° 58' 55" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 520.27 FEET; THENCE, SOUTH 20° 06' 54" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 142.51 FEET MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE NORTHERLY RIGHT-OF-WAY LINE FOR SAVANNAH ROAD; THENCE, SOUTH 49° 53' 54" WEST, ALONG NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 412.74 FEET, MORE OR LESS, TO THE POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CARDINAL AVENUE, SAID POINT BEING THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, THENCE, SOUTHERLY, WESTERLY, AND NORTHERLY ALONG SAID CURVE AND SAID EASTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 78° 51' 33", A DISTANCE OF 103.23 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 585.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 38° 45' 27" EAST, THENCE, NORTHWESTERLY ALONG SAID CURVE AND CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 39° 47' 31", A DISTANCE OF 406.28 FEET TO THE POINT OF

## EXHIBIT "A" – LEGAL DESCRIPTION (con't.)

TANGENCY, THENCE, NORTH 11° 27' 12" WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1.01 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE AND CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 101° 28' 07", A DISTANCE OF 88.55 FEET TO THE POINT OF BEGINNING.

CONTAINING: 4.06 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, AND RIGHTS-OF-WAY OF RECORD.

THE BEARINGS AS STATED HEREIN ARE BASED ON AN ASSUMED BEARING OF NORTH 00° 15' 38" EAST ALONG THE WEST LINE OF SAID SECTION 28.

LESS, HOWEVER,

LEGAL DESCRIPTION OF A PORTION OF PROPOSED
GREEN RIVER PARKWAY RIGHT-OF-WAY

A PARCEL OF LAND LYING IN SECTION 28 AND SECTION 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE, NORTH 88° 48' 22" WEST, ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 500.00 FEET; THENCE, NORTH 00° 15' 52" EAST DEPARTING SAID SECTION LINE, A DISTANCE OF 55.02 FEET; THENCE, NORTH 33° 12' 44" EAST, A DISTANCE OF 172.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2028.75 FEET; THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27° 30' 11", A DISTANCE OF 973.84 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE EASTERLY RIGHT-OF-WAY LINE OF BASELINE ROAD; THENCE, NORTH 30° 40' 07" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 238.43 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE SOUTH PLAT BOUNDARY LINE OF NORTHWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN THE PLAT BOOK 1, PAGE 55, PUBLIC RECORDS, MARTIN COUNTY, FLORIDA; THENCE , SOUTH 89° 58' 55" EAST, ALONG SAID SOUTH PLAT BOUNDARY LINE, A DISTANCE OF 10.00 FEET, MORE OR LESS, TO A POINT 40.00 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID PLAT OF NORTHWOOD SUBDIVISION, THENCE, SOUTH 00° 15' 15" WEST, DEPARTING SAID SOUTH PLAT BOUNDARY LINE, A DISTANCE OF 10.21 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2148.75 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28° 34' 54", A DISTANCE OF 1071.89 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 180.00 FEET; THENCE, SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 117°38'31", A DISTANCE OF 307.99 FEET TO A POINT OF TANGENCY; THENCE, SOUTH 88° 48' 22" EAST, ALONG A LINE 60.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 92.47 FEET TO THE INTERSECTION THEREOF WITH THE EAST LINE OF SAID SECTION 29; THENCE, SOUTH 00° 15' 38" WEST ALONG SAID EAST SECTION LINE, A DISTANCE OF 60.00 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 29 AND THE POINT OF BEGINNING.

EXCEPTING THE WEST 50 FEET OF THE EAST 420 FEET OF THE NORTH 100 FEET OF THE SOUTH 133 FEET OF SAID SECTION 29 AND EXCEPTING THE RIGHTS-OF-WAY FOR BAKER ROAD EXTENSION AND STATE ROAD NO. 707.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD

## EXHIBIT B – LOCATION MAP

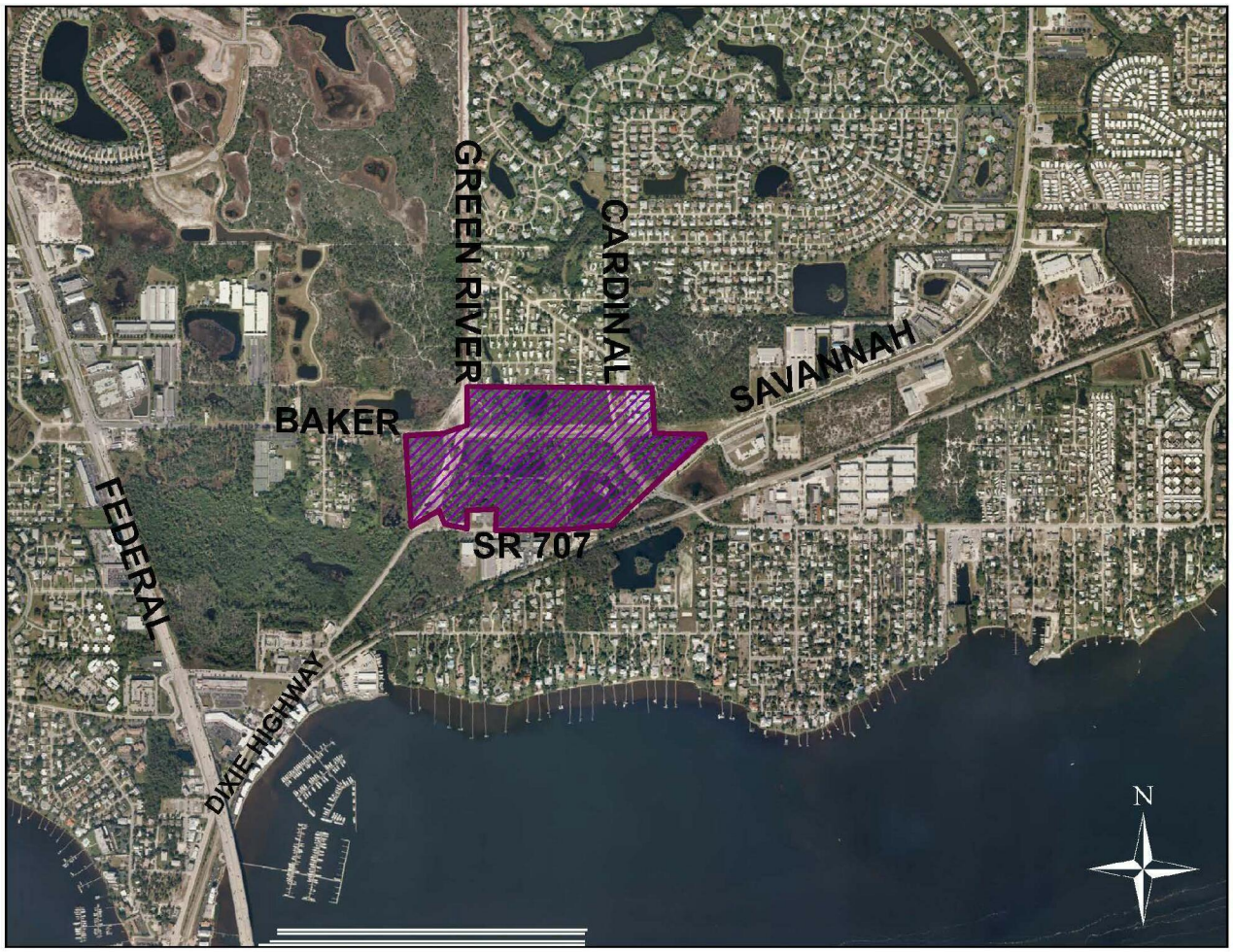
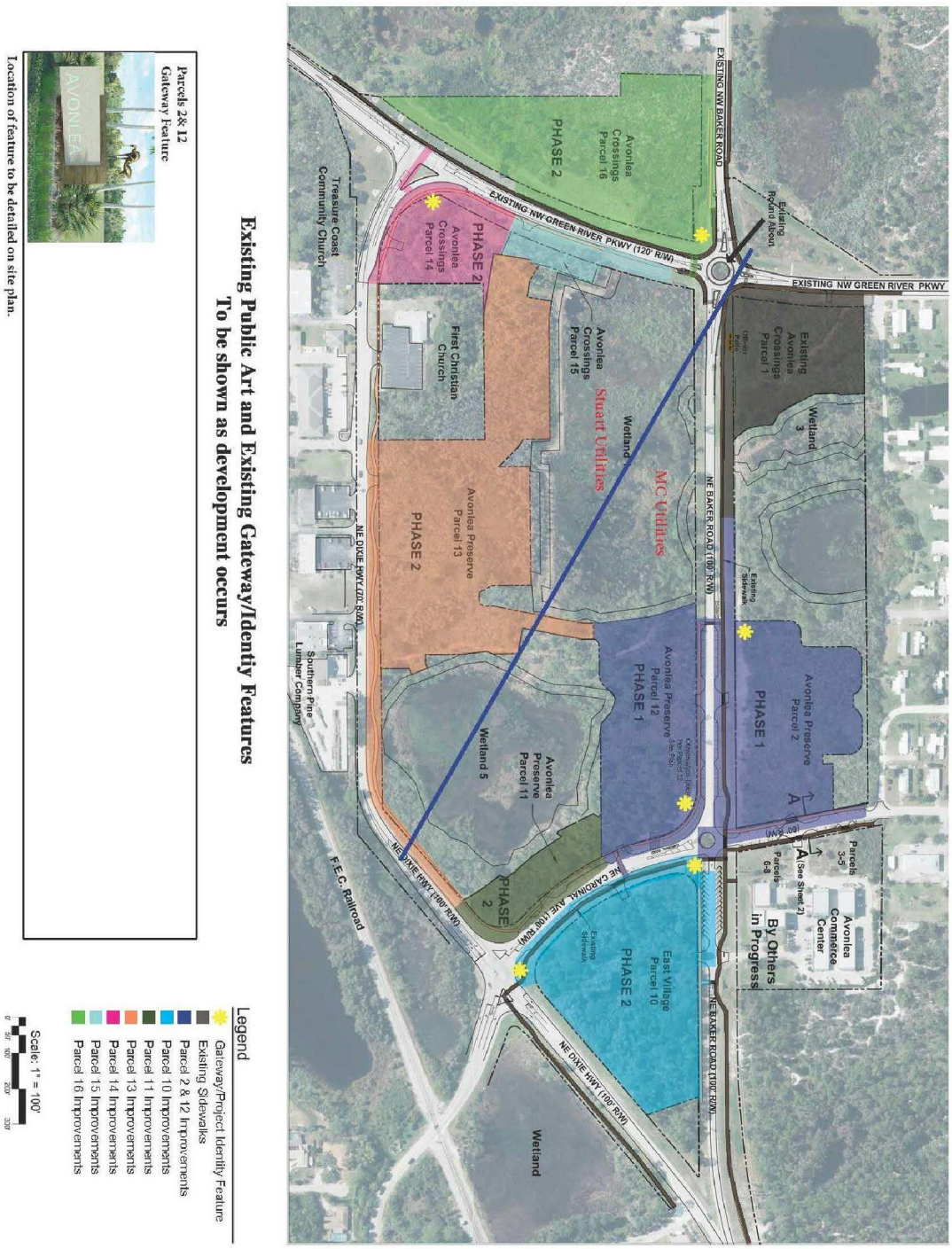


**EXHIBIT "C"**

**Modified conditions of approval.**

**Off-Site Infrastructure Plan**

25. The Off-Site Infrastructure plan (Avonlea PUD Off-Site Infrastructure Plan, by HJA Design Studio, Sheet 1 thru 4 of 4) ~~Sheet 1 and 2 of 2, dated 1.11.16~~) identifies the phasing of delivery of sidewalks, street and intersections, street furniture, landscaping, parking, lighting, utilities and storm water improvements, which is in addition to the Master Parcel Plan. The Off-Site Infrastructure Plan shall be reviewed for each phase of development of this PUD. Amendments to the Off-Site Infrastructure Plan shall be processed through a minor PUD amendment in order to secure a consistency of improvements throughout the PUD and to account for any off-site infrastructure provided by the City. Any amendment to the Off-Site Infrastructure Plan will necessitate a review and potential updating of the approved REDA agreement (Resolution 01-2018 CRA Avonlea Real Estate Development accelerator).




**Existing Public Art and Existing Gateway/Identity Features**
**To be shown as development occurs**

**Parcels 2& 12**
**Gateway Feature**




Location of feature to be detailed on site plan.

Legend

- Gateway/Project Identity Feature
- Existing Sidewalks
- Parcel 2 & 12 Improvements
- Parcel 10 Improvements
- Parcel 11 Improvements
- Parcel 13 Improvements
- Parcel 14 Improvements
- Parcel 15 Improvements
- Parcel 16 Improvements

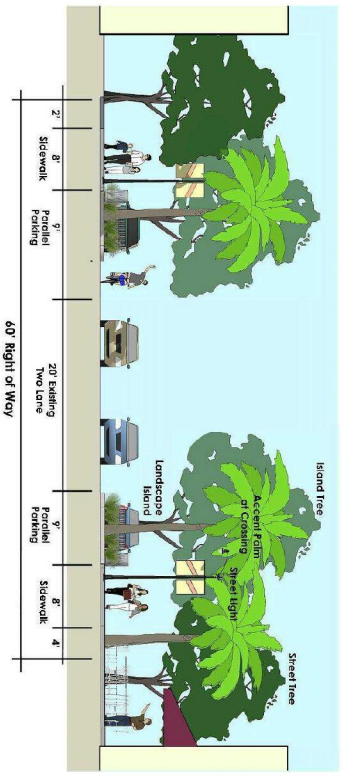
Scale: 1" = 100'

# NEW AVONLEA PUD
# OFFSITE IMPROVEMENT PLAN

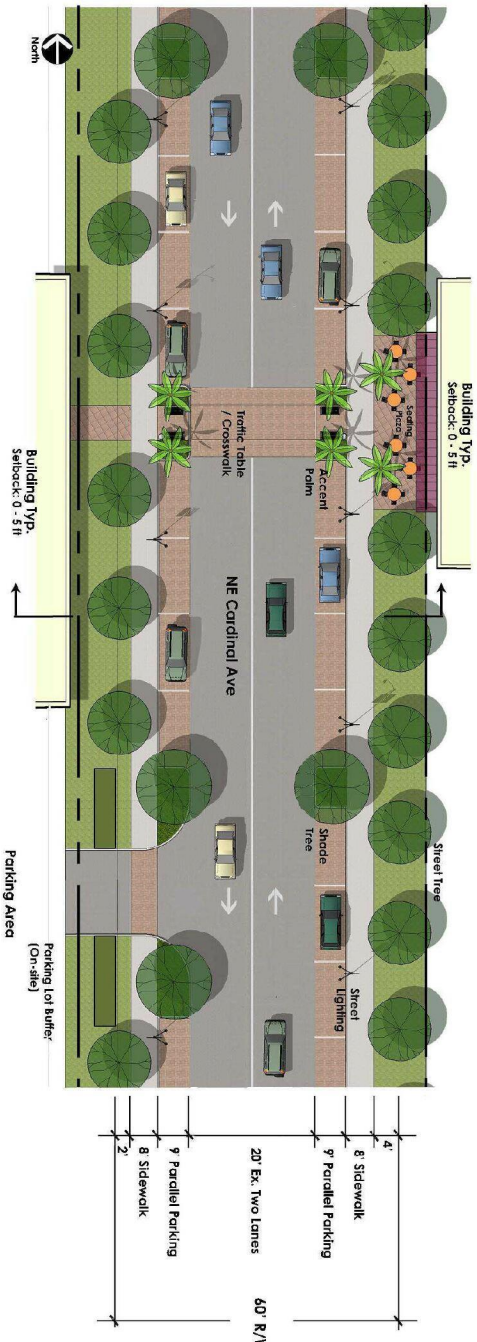
Sheet 1 of 4



**Pedestrian Crossing Typical**
Showing Accent Palms, Benches, & Trash Can




**NE Cardinal Ave. - Cross Section A - Looking North**




HJA DESIGN STUDIO
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.287.7201
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www.hjadesignstudio.com
LA 0001903

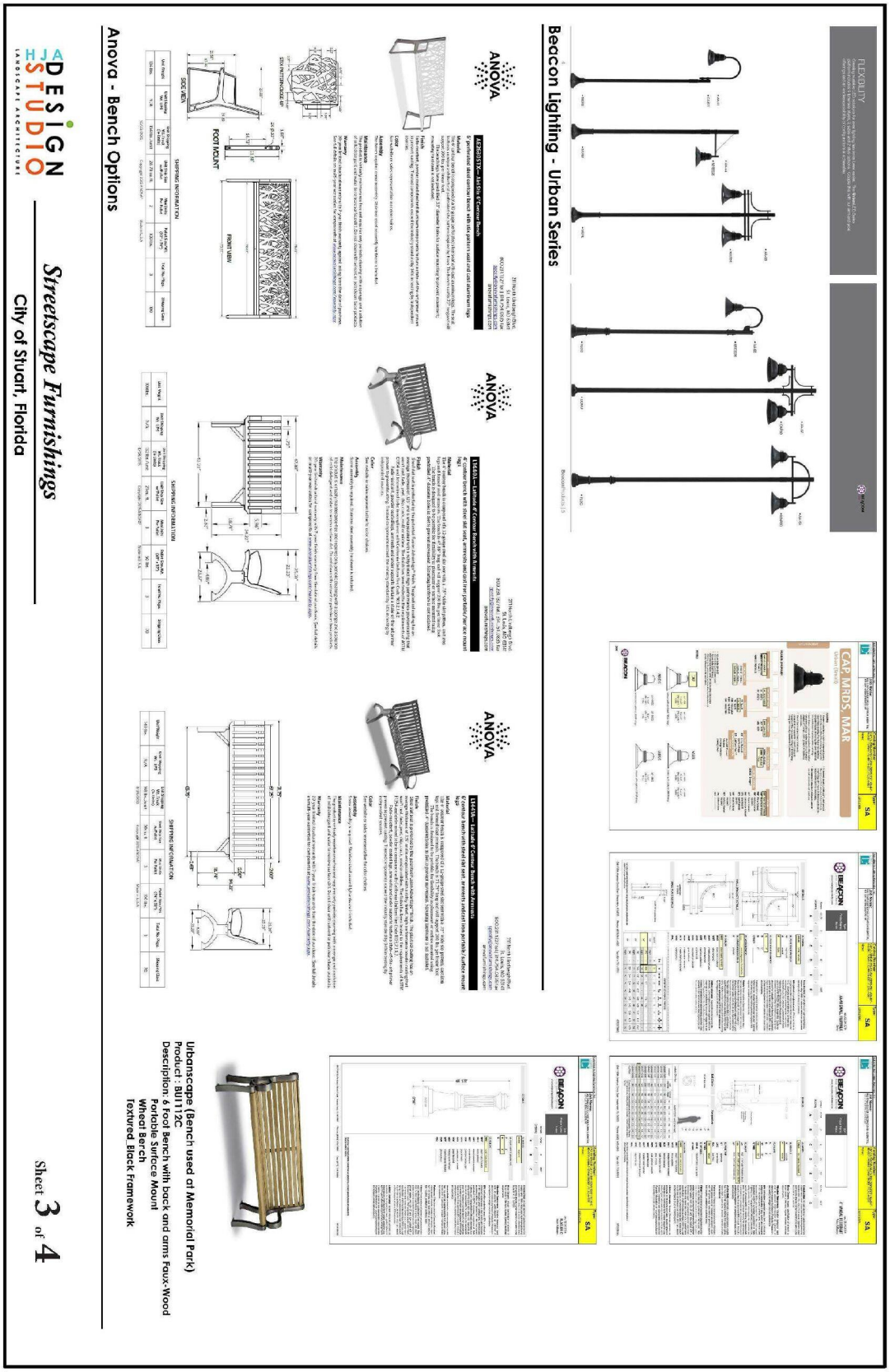
# Avonlea Streetscape Design

City of Stuart — Florida

Job No. 17025
Drawn By ES
Checked By HJA
Submitted By HJA
Submittal Date Dec. 2019

Revision Dates

Sheet 24 of 24


Beacon Lighting - Urban Series
Anova - Bench Options
Streetscape Furnishings
City of Stuart, Florida
HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
Sheet 3 of 4
Urbanscape (Bench used at Memorial Park)
Product: BUT112C
Description: 6 Foot Bench with back and arms Faux-Wood
Portable Surface Mount
Wheel Serch
Textured Black Framework

Concepts shown here are for illustrative purposes and are intended to be finalized with staff during the PUD Amendment process for site plan approval.



Project Identity Monuments / Column Features



Large & Small Scale Water Features



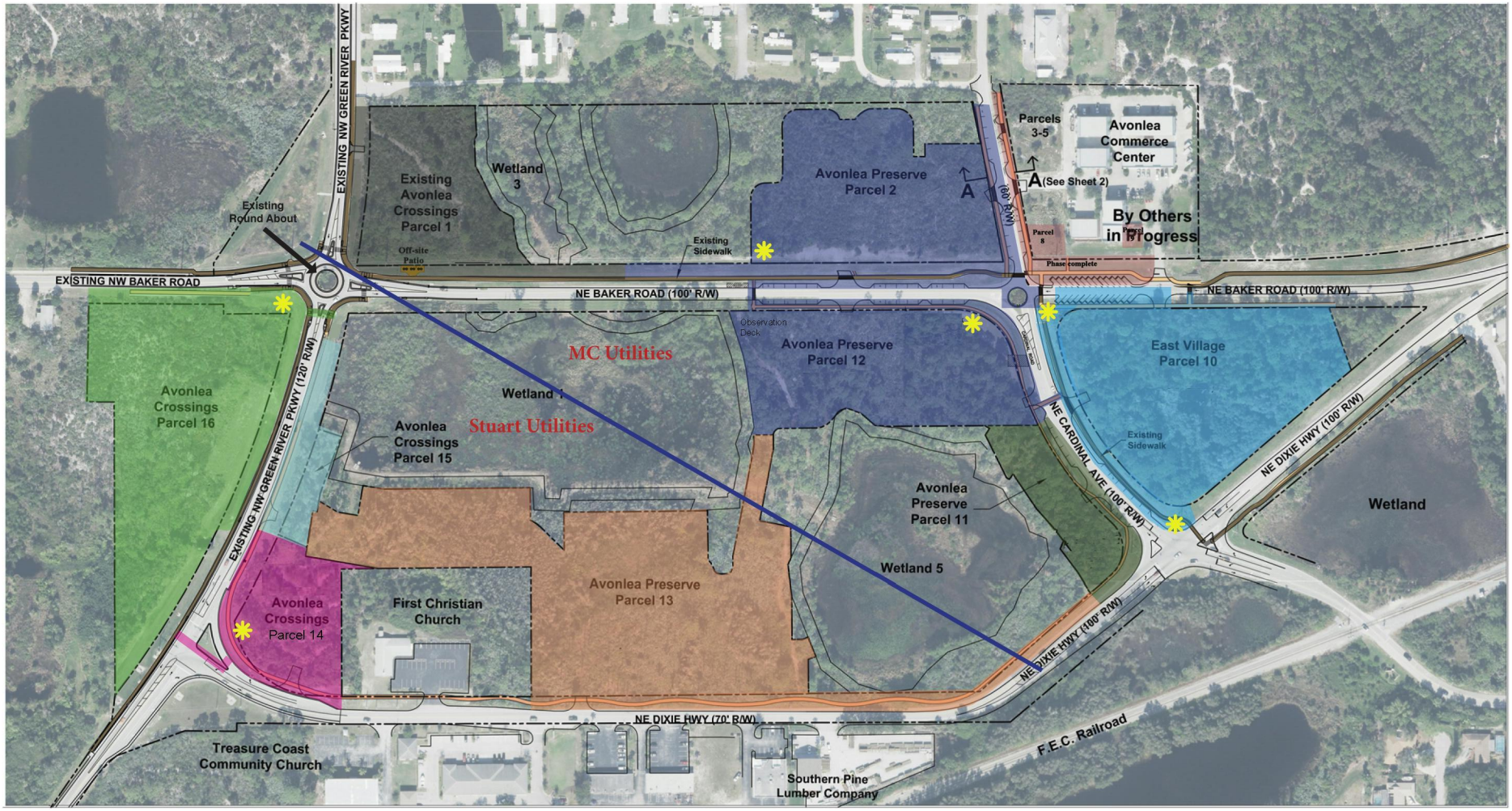
All items conceptual. Approved site plan details shall control.




Sheet 4 of 4

## Site Details

# NEW AVONLEA PUD
# OFFSITE IMPROVEMENT PLAN




## Existing Public Art and Existing Gateway/Identiy Features
## To be shown as development occurs

**Parcels 2& 12**
**Gateway Feature**



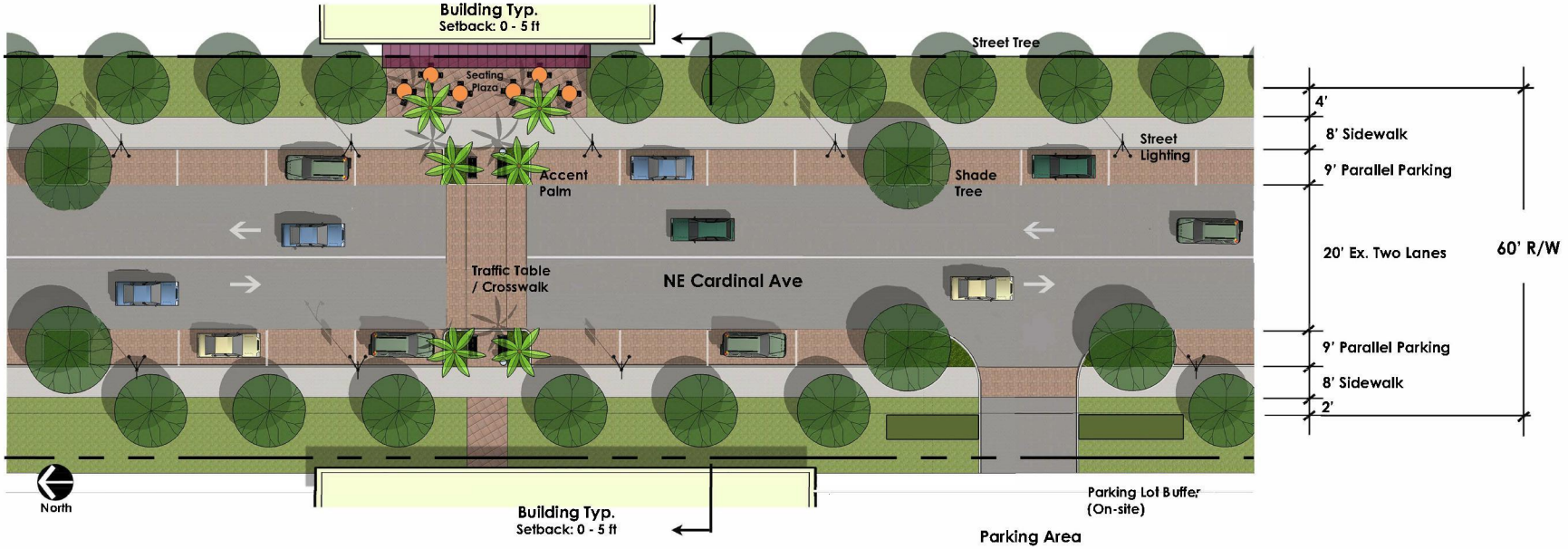

**Location of feature to be detailed on site plan.**

Legend

- Gateway/Project Identity Feature
- Existing Sidewalks
- Parcel 2 & 12 Improvements
- Parcel 8 & 9 Improvements
- Parcel 10 Improvements
- Parcel 11 Improvements
- Parcel 13 Improvements
- Parcel 14 Improvements
- Parcel 15 Improvements
- Parcel 16 Improvements

Scale: 1" = 100'

0' 50' 100' 200' 300'

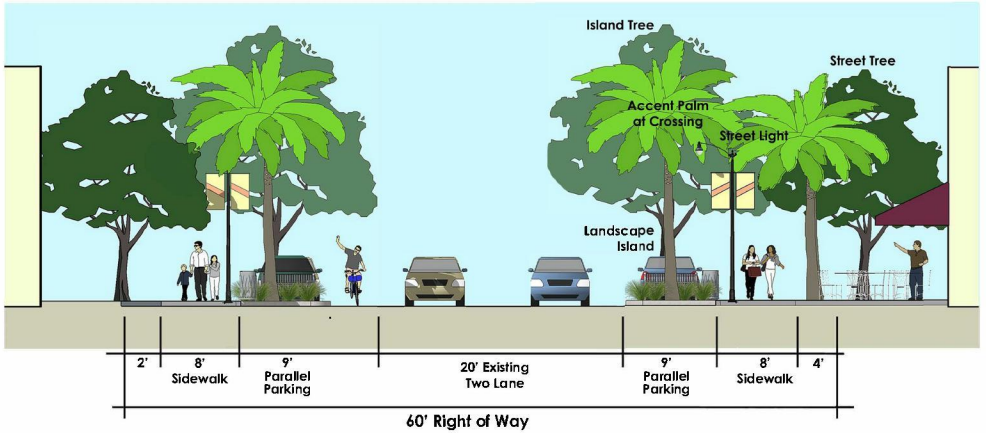



## Pedestrian Crossing Typical

Showing Accent Palms, Benches, & Trash Can



## NE Cardinal Ave. - Cross Section A - Looking North





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LA 0000905


# Avonlea Streetscape Design

City of Stuart, Florida

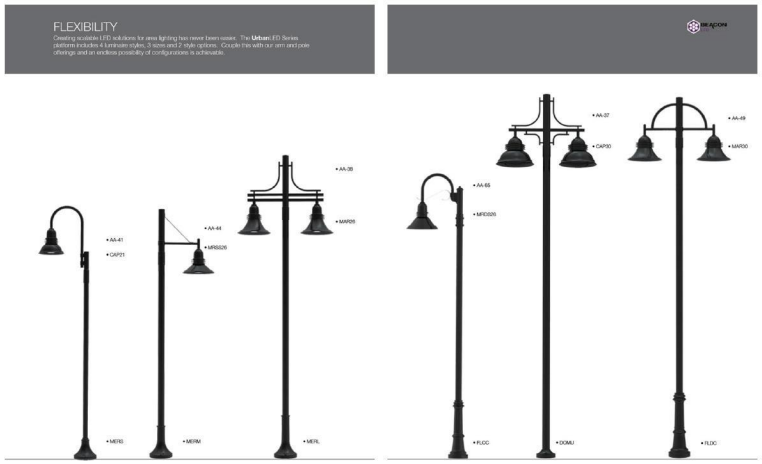

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The following drawings are instruments of service to the Landscape Architect. They are not products of design. All ideas, designs, arrangements, and plans indicated or represented by this drawing are owned by and the property of the designer, and were created, evolved, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements or plans shall be used by or disclosed to any person, firm or corporation for any purpose whatsoever without the written permission of the designer.


Job No. 17025
Drawn By EG
Checked By MH
Approved By MH
Submittal Dates 11-11-16

Revision Dates

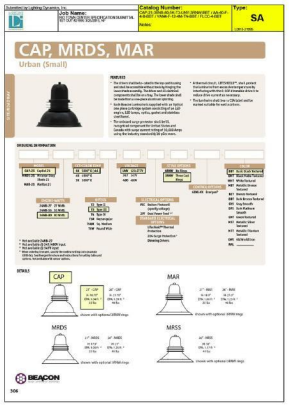
Sheet 2 of 4

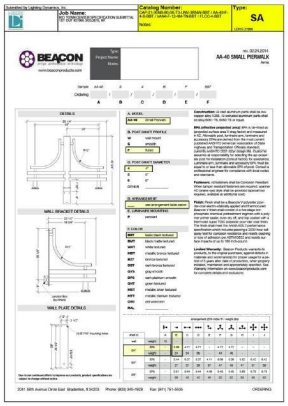
05262020 CC M

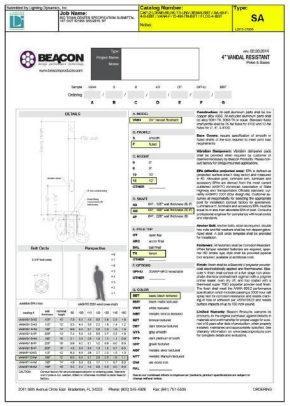


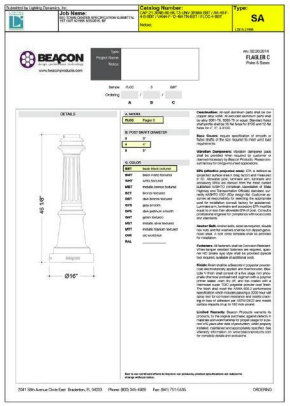





## Beacon Lighting - Urban Series

211 North Lindbergh Blvd.
St. Louis, MO 63141
800.231.1327 tel.| 314.754.0835 fax
specify@anovafurnishings.com
anovafurnishings.com

**AE2680STX— Airi Stix 6' Contour Bench**

**6' perforated steel contour bench with stix pattern seat and cast aluminum legs**



**Material**
The 6' contour bench is composed of a 10-gauge perforated steel seat with cast aluminum legs. The seat features a unique architectural perforated stix pattern inspired by trees. The bench seat is 72" long and will support 200 lbs. per linear foot.
The bench legs have predrilled .33" diameter holes for surface mounting to prevent movement; mounting hardware is not included.

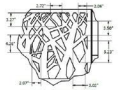
**Finish**
Fade-resistant, powder coated steel and aluminum components feature a state-of-the-art primer proven to prevent rusting. Treated components exceed the industry standard by 34% in testing by independent sources.

**Color**
See website or sales representative for color choices.

**Assembly**
The bench requires some assembly. Stainless steel assembly hardware is included.

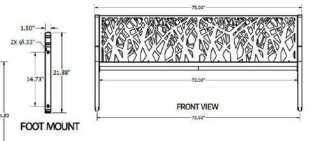
**Maintenance**
The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum base products.

**Warranty**
20-year limited structural warranty with 7-year finish warranty against fading from the date of purchase. See full details on multi-year warranties for components at www.anovafurnishings.com/warranty.aspx.










**SHIPPING INFORMATION**

| Unit Weight | Unit Shipping Wt. UPS | Unit Shipping Wt. Truck (1+ Units) | Unit Ship Size w/Pallet | Max Units Per Pallet | Pallet Size/Wt. (72" x 74") | Total No. Pkgs. | Shipping Class |
|---|---|---|---|---|---|---|---|
| 134 lbs. | N/A | 154 lbs./unit | 28.78 cu. ft. | 2 | 100 lbs. | 3 | 100 |

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800.231.1327 tel.| 314.754.0835 fax
specify@anovafurnishings.com
anovafurnishings.com

**L1440A— Latitude 4' Contour Bench with Armrests**

**4' contour bench with steel slat seat, armrests and cast iron portable/surface mount legs**



**Material**
The 4' contour bench is composed of a 12-gauge steel slat seat with a .75" wide slot pattern, cast iron legs and formed steel armrests. The bench is 47.88" long and will support 200 lbs. per linear foot.
The bench is designed to be portable for flexibility in placement or surface mounted using predrilled .4" diameter holes in feet to prevent movement. Mounting hardware is not included.

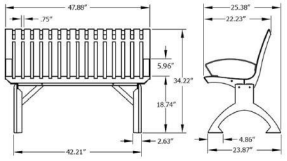
**Finish**
Steel slat seat is protected by the patented Fusion Advantage™ finish. The plastisol coating has an average thickness of .125" and is encapsulated with a richly tinted, high performance powder coating that won't rust, fade, peel, chip, crack, mold or mildew. The finish has been tested to the requirements of ASTM D1354 and determined to be in compliance with California Uniform Fire Code 1103.2.1.4.2.
Fade-resistant, powder coated legs, armrests and under supports feature a state-of-the-art primer proven to prevent rusting. Treated components exceed the industry standard by 34% in testing by independent sources.

**Color**
See website or sales representative for color choices.

**Assembly**
Some assembly is required. Stainless steel assembly hardware is included.

**Maintenance**
The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum base products.

**Warranty**
20-year limited structural warranty with 7-year finish warranty from the date of purchase. See full details on multi-year warranties for components at www.anovafurnishings.com/warranty.aspx.




**SHIPPING INFORMATION**

| Unit Weight | Unit Shipping Wt. UPS | Unit Shipping Wt. Truck (1+ Units) | Unit Ship Size w/Pallet | Max Units Per Pallet | Pallet Size/Wt. (48" x 82") | Total No. Pkgs. | Shipping Class |
|---|---|---|---|---|---|---|---|
| 109 lbs. | N/A | 132 lbs./unit | 21 cu. ft. | 3 | 50 lbs. | 3 | 70 |

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800.231.1327 tel.| 314.754.0835 fax
specify@anovafurnishings.com
anovafurnishings.com

**L1441A— Latitude 6' Contour Bench with Armrests**

**6' contour bench with steel slat seat, armrests and cast iron portable/surface mount legs**



**Material**
The 6' contour bench is composed of a 12-gauge steel slat seat with a .75" wide slot pattern, cast iron legs and formed steel armrests. The bench is 71.75" long and will support 200 lbs. per linear foot.
The bench is designed to be portable for flexibility in placement or surface mounted using predrilled .4" diameter holes in feet to prevent movement. Mounting hardware is not included.

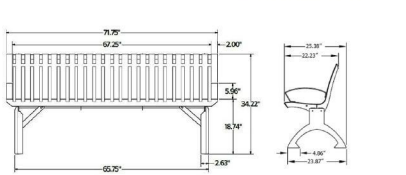
**Finish**
Steel slat seat is protected by the patented Fusion Advantage™ finish. The plastisol coating has an average thickness of .125" and is encapsulated with a richly tinted, high performance powder coating that won't rust, fade, peel, chip, crack, mold or mildew. The finish has been tested to the requirements of ASTM D1354 and determined to be in compliance with California Uniform Fire Code 1103.2.1.4.2.
Fade-resistant, powder coated legs, armrests and under supports feature a state-of-the-art primer proven to prevent rusting. Treated components exceed the industry standard by 34% in testing by independent sources.

**Color**
See website or sales representative for color choices.

**Assembly**
Some assembly is required. Stainless steel assembly hardware is included.

**Maintenance**
The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum base products.

**Warranty**
20-year limited structural warranty with 7-year finish warranty from the date of purchase. See full details on multi-year warranties for components at www.anovafurnishings.com/warranty.aspx.




**SHIPPING INFORMATION**

| Unit Weight | Unit Shipping Wt. UPS | Unit Shipping Wt. Truck (1+ Units) | Unit Ship Size w/Pallet | Max Units Per Pallet | Pallet Size/Wt. (74" x 32") | Total No. Pkgs. | Shipping Class |
|---|---|---|---|---|---|---|---|
| 140 lbs. | N/A | 168 lbs./unit | 30 cu. ft. | 3 | 100 lbs. | 3 | 70 |

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**Urbanscape (Bench used at Memorial Park)**
**Product : BU1112C**
**Description: 6 Foot Bench with back and arms Faux-Wood**
**Portable Surface Mount**
**Wheat Bench**
**Textured_Black Framework**

## Anova - Bench Options

HJA DESIGN STUDIO LANDSCAPE ARCHITECTURE

*Streetscape Furnishings*

City of Stuart, Florida

Concepts shown here are for illustrative purposes and are intended to be finalized with staff durring the PUD Amendment process for site plan approval.




Project Identity Monuments / Column Features

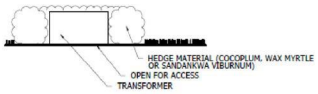


Large & Small Scale Water Features

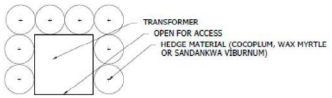
## TRANSFORMER DETAIL

NTS

ELEVATION VIEW




PLAN VIEW




## LIGHT POLE DETAIL

NTS

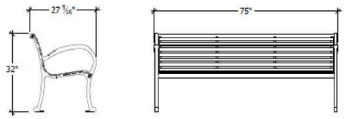


CREE EDGE SERIES
LED
CAST ALUMINUM HOUSING
CONCRETE POLE

OR EQUAL

## BENCH DETAIL

NTS

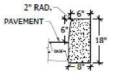





TYPE: DUMOR 160 SERIES BENCH
COLOR: GREEN
FINISH: ZINC RICH AND POLYESTER POWDER COAT

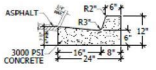
## D CURB DETAIL

NTS




## F CURB DETAIL

NTS




NOTE: WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE SLOPE OF ADJACENT PAVEMENT AND THICKNESS OF THE LIP SHALL BE 6 INCHES.

## BIKE RACK DETAIL

NTS

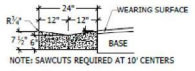


DERO BIKE RACK CO.
STUART HR-3G WELDMENT

HOOP 3G WELDMENT 2000070-B
STUART HR PLATE 1004486-A

## VALLEY CURB DETAIL

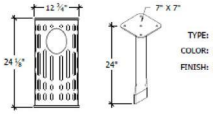
NTS




NOTE: SAWCUTS REQUIRED AT 10' CENTERS

## TRASH CAN DETAIL

NTS




TYPE: WABASH VALLEY ASH URN
COLOR: GREEN / RIB PATTERN
FINISH: POWDER COAT

All items conceptual. Approved site plan details shall control.

05262020 CCM

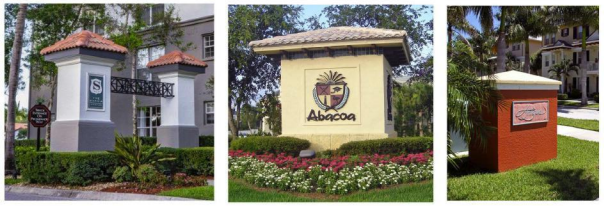
Sheet 4 of 4

# Site Details

Palm Beach Gardens




## Examples of Gateway / Project Identity Features




Project Identity Monuments / Column Features



Large & Small Scale Water Features




Landscape Theme

## Legend

- Existing Sidewalk / Multi-use Path
- Proposed Sidewalk / Multi-use Path
- Gateway / Project Identity Feature

Scale: 1" = 100'

0' 50' 100' 200' 300'

North

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
LA 0000905

# Avonlea Streetscape Design

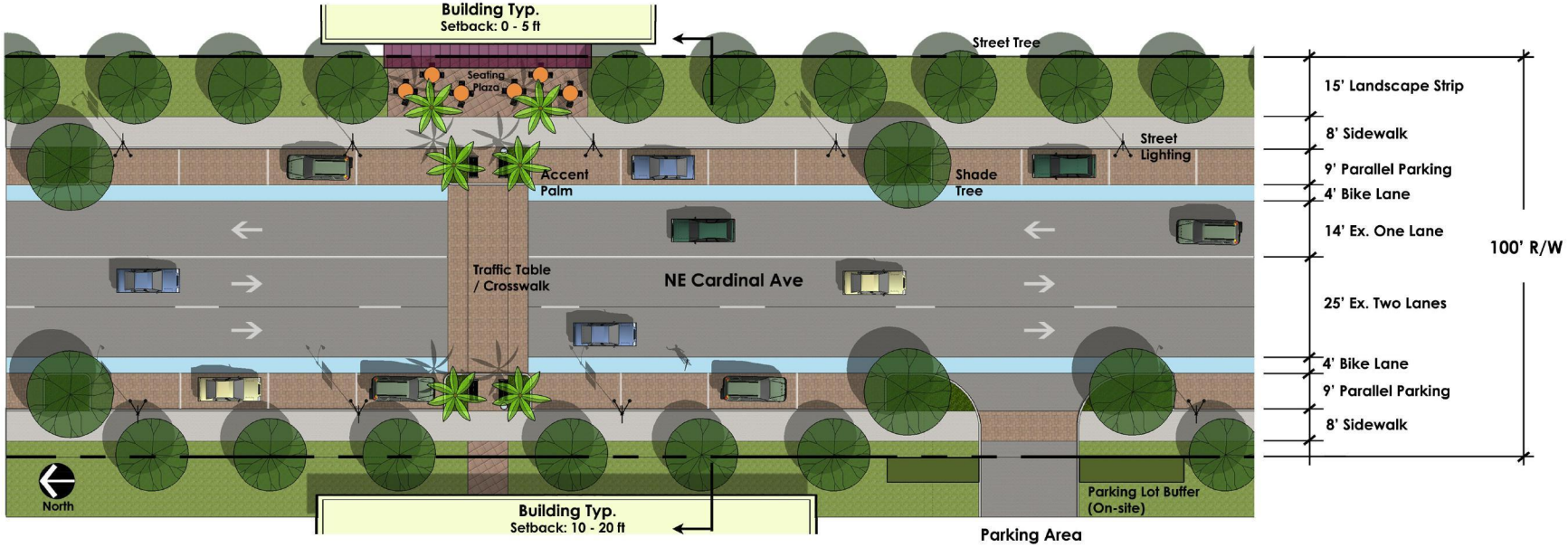
Streetscape Furnishings City of Stuart Florida

Copyright
The following drawings are instruments of service to the Landscape Architect. They are not products of design. All ideas, designs, arrangements, and plans indicated or represented by this drawing are owned by and the property of the designer, and were created, evolved, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements or plans shall be used by or disclosed to any person, firm, or corporation for any purpose whatsoever without the written permission of the designer.

| | |
|---|---|
| Job No. | 17025 |
| Drawn By | ES |
| Checked By | MH |
| Approved By | MH |
| Submittal Dates | 11-11-16 |
| Revision Dates | |



05262020 CC M

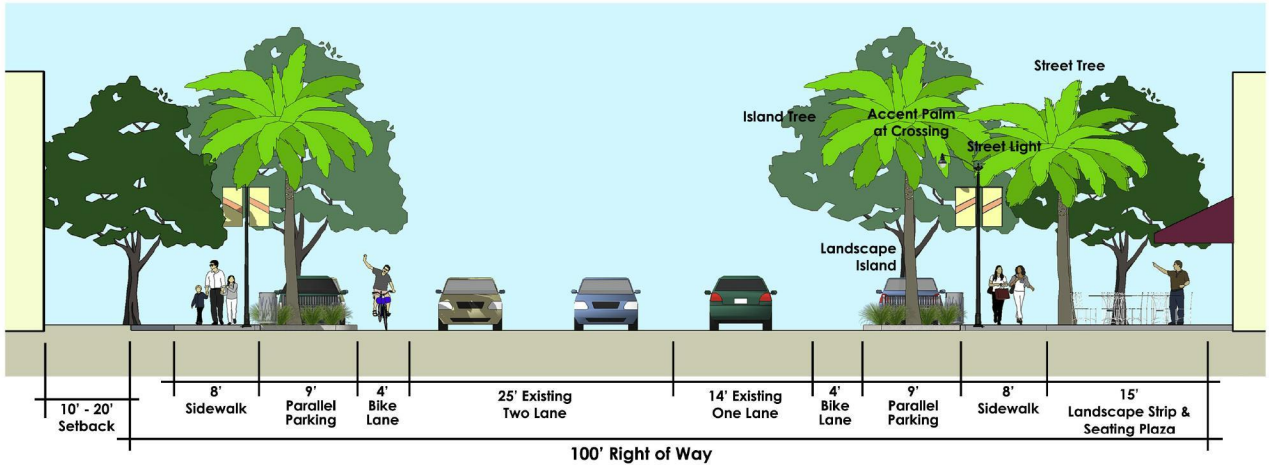



## Pedestrian Crossing Typical

Showing Accent Palms, Benches, & Trash Can



## NE Cardinal Ave. - Cross Section Looking North




HJA DESIGN STUDIO LANDSCAPE ARCHITECTURE

# *NE Cardinal Ave. - Streetscape Typical*

City of Stuart, Florida

Offsite Improvement Amendment

Justification Statement

City of Stuart

Development Department

121 SW Flagler Ave

Stuart, FL 34994

RE: Avonlea PUD Offsite Improvement Plan Amendment

The objective of this submittal is to clarify obligations of developer(s) related to parcels within the New Avonlea PUD. Subsequent to past approvals, survey and engineering work performed has revealed challenges impeding development of the improvements as proposed and recent applications have revealed confusion related to the obligations of parcel owners.

The intention of this amendment is to clarify these issues and develop a more fluid and realistic plan for the proposed offsite improvements at Avonlea.

1. **Sidewalks**

We have proposed amending the plan to eliminate sidewalks where grade changes and slopes into wetlands create challenges to development. These changes are made with the intention of preserving pedestrian connectivity, and connectivity through the project and eliminating potential negative impacts to wetland areas from additional runoff, rubbish and other conditions.

Because the sidewalk on the south side of Baker Road was a requirement of Parcels 2 and 12, we have added a 3rd amenity to that portion of the project in the form of an observation deck in the northwest corner of the parcel.

The challenge:



View East along South Side of Baker Road abutting Wetland 1



View West along south side of Baker Road abutting Wetland 1

Existing Conditions:



Existing Sidewalk along the north side of Baker Road



Existing Sidewalk Along the north side of Baker Road

**2. Gateway/Project Identity Features**

Gateway/Project Identity Features are designed to be features that identify development areas as part of the Avonlea community and bring art to public places. The location and design of these features is shown in the offsite plan to 1. Identify the party responsible for the feature and 2. Give guidance to the design team and staff in the design of the feature proposed with the parcel to construct the feature. A feature will qualify as a Gateway/Project Identity Feature when it accomplishes the following:

1. Identifies the project as part of Avonlea. Avonlea is noted as the “Important local theme” in accordance with the definition of public art.

2. Is visible, accessible or otherwise available to the public.

The location of the Gateway/Project Identity Feature on the Offsite Improvement Plan is conceptual, the feature may be moved based on the site plan submitted for each parcel so long as the feature is constructed by the responsible party and so long as the feature meets the above criteria.

The gateway/project identity feature may include Art and the Art component of the feature will qualify as art in public places upon approval by the CRB.

Staff may approve features as Gateway/Project Features in the site plan approval process by administrative approval. Upon approval the feature will be added to the Offsite Improvement Plan.

### 3. Cross Sections

Cross sections will be provided at the time of the site plan approval and will match in concept the Offsite Improvement Plan with adjustments made to accommodate field conditions.

# MINUTES

## COMMUNITY REDEVELOPMENT/HISTORIC PRESERVATION BOARD
## MAY 5, 2020 AT 4:00PM
## CITY COMMISSION CHAMBERS
## 121 S.W. FLAGLER AVE.
## STUART, FLORIDA 34994

## COMMUNITY REDEVELOPMENT BOARD MEMBERS
**Chair – Frank Wacha**
**Vice Chair – Nathan Ritchey**
**Board Member – Faye James**
**Board Member – Tom Campenni**
**Board Member – Pete Walson**
**Board Member – Cristina Maldonado**
**Board Member – Chris Lewis**

## ADMINISTRATIVE
**Development Director, Kev Freeman**
**CRA Administrator, Pinal Gandhi-Savdas**
**Board Secretary, Jordan Pinkston**

**CALL TO ORDER**

**ROLL CALL 4PM**
**Present (physically):** Tom Campenni
**Present (remotely):** Frank Wacha, Nathan Ritchey, Faye James, Pete Walson, Cristina Maldonado, Chris Lewis
**Absent:** None.

**APPROVAL OF MINUTES**
**Action:** Approve.
**Moved by:** Pete Walson
**Seconded by:** Chris Lewis
Motion passed unanimously.

**COMMENTS FROM THE PUBLIC (5 min. max):**

1) Tracy Barnes (Channel Avenue) – Made comments via ZOOM about the Colorado Shoppes and the drainage issues they cause for property owners.

**APPROVAL OF AGENDA**
**Action:** Approve.
**Moved by:** Tom Campenni
**Seconded by:** Nathan Ritchey
Motion passed unanimously.

**COMMENTS FROM THE BOARD MEMBERS ON NON-AGENDA ITEM:**

Faye James stepped away from the meeting remotely.

Frank Wacha said that he will be abstaining from voting on items three and four on the agenda.

**COMMUNITY REDEVELOPMENT BOARD**

**1. R55-2020 Shoppes on Colorado Annex MUCCU**

**PRESENTATION:** Stephen Mayer, Senior Planner
Kristen Brown, Ted Glasrud & Associates
Bill Mathers, Mathers Engineering

**COMMENTS FROM THE BOARD MEMBERS:**

Cristina Maldonado and Nathan Ritchey questioned the landscaping in the renderings next to Frazier Creek.

Kristen Brown spoke about the landscaping and mangrove maintenance plan.

Nathan Ritchey asked about a parking plan.

Kristen Brown explained that their goal is to keep everything uniform and flow between the two plazas.

Cristina Maldonado asked about neighboring properties.

The applicant presented.

Bill Mathers spoke about the past and current stormwater situation.

Pete Walson expressed his difficulty understanding the applicant's presentation remotely.

**COMMENTS FROM THE PUBLIC (5 min. max):**

1) Tracy Barnes (Channel Avenue) – Commented on the difficulty of hearing the past presentation. Concerned about the stormwater plan and traffic plan being successful.

**COMMENTS FROM THE BOARD MEMBERS:**

Faye James remotely logged back into the meeting.

Mike Mortell said that it is appropriate for Faye James to vote if she is comfortable doing so.

Tom Campenni said he was concerned about stormwater and the building not creating an urban setting for Colorado. He said that if we continue to do this it will become a suburban street.

Discussion occurred about the vision for Colorado and current project proposals deviating from the Commission's plan. It was recommended that the board revisit this issue with the commission.

**Action:** Approve.
**Moved by:** Pete Walson
**Seconded by:** Chris Lewis
Motion passed with Board Member Maldonado opposing.

**2. Res. No. 53-2020 River House Public Art Proposal**

**PRESENTATION:** Tom Reetz, Senior Planner
Geoffrey Smith, Geoffrey C. Smith Galleries

**COMMENTS FROM THE BOARD MEMBERS:**

Nathan Ritchey asked for confirmation on the location of the art.

Tom Reetz confirmed the location of the project.

Faye James asked for confirmation on the budget and where the money is coming from.

Frank Wacha said that the funds come from the applicant.

Mike Mortell confirmed that the code requires that they spend 1% of their construction costs on public art, but the applicant has agreed to spend more than that.

The applicant described the landscaping proposed in the project and further details about the project.

**COMMENTS FROM THE PUBLIC (5 min. max):** None.

**Action:** Approve.
**Moved by:** Tom Campenni
**Seconded by:** Pete Walson
Motion passed unanimously.

### 3. Ordinance No 2438-2020: New Avonlea PUD Minor Amendment

**PRESENTATION:** Stephen Mayer, Senior Planner
Nik Schroth, NAI Southcoast

**COMMENTS FROM THE BOARD MEMBERS:**

Frank Wacha passed the gavel to Vice Chair Ritchey.

Tom Campenni said that this was originally approved 12-14 years ago. He said that the developer should have been responsible for improvements back then and not have the process we currently have.

Pete Walson congratulated the developer on the streetscape.

**COMMENTS FROM THE PUBLIC (5 min. max):** None.

**Action:** Approve.
**Moved by:** Tom Campenni
**Seconded by:** Chris Lewis
Motion passed unanimously with Frank Wacha abstaining.

### 4. Resolution No. 04-2020 (CRA) Avonlea REDA Amendment

**PRESENTATION:** Pinal Gandhi-Savdas, CRA Administrator
Nik Schroth, NAI Southcoast
Tim Hernandez, New Urban Communities

**COMMENTS FROM THE BOARD MEMBERS:**

Pete Walson left the meeting.

Tom Campenni said that we have twelve parcels, but only ten will be improved so he would like to know what will happen to the remining two.

Nik Schroth explained the status and plan for each parcel.

**COMMENTS FROM THE PUBLIC (5 min. max):** None.

**Action:** Approve.
**Moved by:** Chris Lewis
**Seconded by:** Cristina Maldonado
Motion passed unanimously with Frank Wacha abstaining.

**HISTORIC PRESERVATION BOARD MATTERS:** None.

**COMMENTS FROM THE BOARD MEMBERS:** None.

**STAFF UPDATE:** None.

**ADJOURNMENT**
**Motion:** None.
**Action:** None was made.
The board adjourned without a motion or second.

Frank Wacha, Chair

Jordan Pinkston, Board Secretary

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

**Meeting Date:** 5/26/2020 **Prepared by:** Tom Reetz

**Title of Item:**

STUART OCEAN RPUD - FIRST READING (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2435-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO APPPROVE A REZONING FROM R-3 MULTIFAMILY/OFFICE TO RESIDENTIAL PLANNED UNIT DEVELOPMENT "RPUD" ON THE CITY'S OFFICIAL ZONING MAP; FOR AN 11.04 ACRES PARCEL, OWNED BY SERRAGUI GROUP INVESTMENTS LLC, LOCATED ON THE SOUTH SIDE OF SE OCEAN BLVD BETWEEN THE POINTE ASSISTED LIVING FACILTY AND KINGSWOOD CONDO ASSOCIATION, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING STUART OCEAN TOWNHOMES RPUD CONSISTING OF EIGHTY (80) ATTACHED HOMES; APPROVING A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

**Summary Explanation/Background Information on Agenda Request:**

At the time of preparation of this agenda item for tonight's City Commission meeting, the Local Planning Agency had not heard the item for the second time since being tabled in February, 2020. Staff will provide Commissioners a brief summary of the LPA's recommendation prior to Tuesday May 26, 2020.

On February 20, 2020, the LPA asked for the project to be tabled to March 19th's regularly scheduled meeting which was canceled due to the Governor's mandatory quarantine regulations. Since then, the applicant has resubmitted a revised Site Plan with "no parking" signage at each T-turnaround, a seating area/bus waiting area near the shared entrance at SE Ocean Blvd, revised Landscaping Plans, revised Floor Plans, a revised School Capacity Analysis and revised Development Conditions.

The subject property is an approximately 11.04-acre vacant property located on SE Ocean A1A Blvd. in an urban area of on the eastern edge of jurisdictional limits of the City of Stuart. The Future Land Use Map (FLUM) designation of the property is Multifamily (MF) with a compatible zoning district designation of R-3 Residential - multi-family/office. The subject property had been part of the Kingswood Condominium community, built starting in 1970 through to 1995. The subject property includes the lands that remained vacant and unbuilt and now within separate ownership from the Kingswood Condo community.

The proposed project consist of eighty 80 townhomes housed in 14 buildings, with 3.11 acres of preserved/enhanced native areas or 28% of the site. The six dry retention areas totaling 26,848 sq. ft. are proposed to be planted with native vegetation. In Parcel B, 17,285 sq. ft. of the 34,571 sq. ft. of offsite preserve areas will be credited to the RPUD. Additionally, a 40,485 sq. ft. wet pond / lake will be planted with Low Impact Design techniques and Littoral plantings and will satisfy the drainage requirements for the proposed townhome community.

The proposed site plan achieves preservation requirements by creating areas of native landscape that are 25% of the site. To compensate for the removed trees, additional numbers of larger than required native trees and various palm trees are proposed. The pine tree mitigation has been met on site, however, the hardwoods cannot be reasonably accommodated so the applicant is proposing to contribute 50% of the required replacement inches equaling $111,125 to be deposited to the City's Tree Fund. The $111,125 currently slated for contribution will be due in full or in part unless substituted with the incorporation of innovative/low impact storm-water design and approved by the City's Development Department.

The site includes a driveway that runs through the parcel from the Kingswood entrance off East Ocean Boulevard and connects to the south and SE Kingswood Terrace. That driveway alignment will be slightly changed, and new asphalt constructed. Established access and circulation roads connected with the Kingswood Condo community are intended to be maintained and effectively linked to the proposed subject property driveways and circulation provisions.

In addition to vehicular access, the site includes effective pedestrian circulation that will accommodate the new residents while also maintaining and enhancing pedestrian connectivity within the established Kingswood Condo community. The creation of trails around the proposed detention area will connect with existing trails.

The developer has met with all three phases of the neighboring Kingswood Condo Association and have made progress toward a more cohesive project with design features that provide features benefitting both communities.

Kingswood 3 Condominium Association has filed to join as an intervenor in opposition to the application. At the time the agenda was prepared, the City was not in possession of a statement from the Intervenor.

If approved, The developer is ready to follow through obtain necessary permits with state agencies and the City's Development Department. The applicant has coordinated final plans with City of Stuart Public Works for water/sewer improvements. City staff and professional consultants have reviewed the project and are satisfied with the applicant's response and revisions to the plans.

**Funding Source:**

N/A

**Recommended Action:**

Motion to recommend approval of Ordinance No. 2435-2020 at First Reading.

**ATTACHMENTS:**

| | Description | Upload Date | Type |
|---|---|---|---|
| 🗋 | Staff Report - By Tom Reetz | 5/15/2020 | Ordinance add to Y drive |
| 🗋 | Ordinance No. 2435-2020 | 5/15/2020 | Ordinance add to Y drive |
| 🗋 | Ordinance No. 2435-2020 Exhibit D | 5/15/2020 | Ordinance add to Y drive |
| 🗋 | Project Narrative | 2/10/2020 | Backup Material |
| 🗋 | Applicant's justification letter with revisions | 2/10/2020 | Backup Material |
| 🗋 | Applicants response to second round of comments | 2/10/2020 | Backup Material |
| 🗋 | Traffic Analysis | 2/10/2020 | Backup Material |

| | | | |
|---|---|---|---|
| | KHA final review | 2/10/2020 | Backup Material |
| | Stormwater Report | 2/10/2020 | Backup Material |
| | FWC and FS letters | 2/10/2020 | Backup Material |
| | Staff Code Review | 5/10/2020 | Backup Material |
| | Staff Comp Plan review | 3/9/2020 | Backup Material |
| | School Impact Worksheet | 5/10/2020 | Backup Material |
| | LPA minutes | 5/12/2020 | Backup Material |
| | Declaration of Condominium - Kingswood Condominium | 5/15/2020 | Backup Material |
| | Intervenor Application | 5/18/2020 | Attachment |

**CITY OF STUART**
**City Commission**
May 26th, 2020

| | |
|---|---|
| **Project Name:** Stuart-Ocean Townhomes RPUD | **Property Owner:** Serragui Group Investments, LLC |
| **Project No.:** Z19090005 | **Applicant/Petitioner**: Pulte Home Company, LLC /HJA Design Studio |
| **Ordinance No:** 2435-2020 | **Agent/Representative:** Michael Houston HJA Design Studio |
| | **Case Planner:** Tom Reetz |
| **Location**: Located on the south side of SE Ocean Blvd between The Pointe Assisted Living Facility and Kingswood Condo Association. | |




| PROJECT SUMMARY | | |
|---|---|---|
| ***Property Size (area)*** | | 11.04 Acres |
| ***Present Use*** | | Undeveloped |
| ***Subject Property Land Use*** | | Multi-Family |
| *Adjacent FLU* | *North* | Martin County Medium Density |
| | *South* | Multifamily |
| | *East* | Multifamily |
| | *West* | Institutional |
| ***Subject Property Zoning*** | | R3 Multifamily /Office |
| *Adjacent Zoning* | *North* | Martin County Multifamily |
| | *South* | R3 Multifamily/Office |

| | | |
|---|---|---|
| | *East* | R3 Multifamily/Office |
| | *West* | R3 Multifamily/Office |
| ***Proposed Use*** | | Attached homes (up to 7) – See Ordinance 2435-2020 |
| ***City Approvals*** | | Building Department – No comments at this time.<br>Fire Department – See attached comments<br>Public Works – See attached comments |
| ***Brief Explanation*** | | The intent of this application is to rezone from R-3 to RPUD. The subject property is 11.04 acres. The property is currently undeveloped. The intent of this project is to allow 80 attached homes to be developed on the site while upgrading the drainage and enhancing the buffers and creating a lake with Littoral plantings and footpaths. |
| ***Staff Recommendation:*** Staff recommends approval for the land use and zoning change for 80 town-home units and master site plan approval. | | |

# STAFF REPORT AND RECOMMENDATION

## I. LEGAL NOTICE REQUIREMENTS

**A. Requirements for Application** – The applications to rezone 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:** 04-25-2020

**C. Mail Notice Postmark:** 04-25-2020 to property owners within 300 feet

**D. Publication Date:** 10 days prior to Second Reading

## II. MAJOR AMENDMENT TO THE RPUD ORDINANCE NO. 2319-2019

**III. APPLICATION:** Dated September 20, 2020

## IV. HISTORY OF THE SITE

The subject property is an approximately 11.04-acre vacant property located on SE Ocean A1A Blvd. in an urban area of on the eastern edge of jurisdictional limits of the City of Stuart. The Future Land Use Map (FLUM) designation of the property is Multifamily (MF) with a compatible zoning district designation of R-3 Residential - multi-family/office. The subject property had been part of the Kingswood Condominium community, built starting in 1970 through to 1995. The subject property includes the lands that remained vacant and unbuilt and now within separate ownership to the Kingswood Condo community. In a number of places, existing driveways and parking areas from the Kingswood community encroach onto the subject site.

## V. STAFF ANALYSIS

### Site and Area Characteristics

The site plan along with the townhomes in 14 buildings, depicts 3.11 acres of preserved / enhanced native areas or 28% of the site. The six dry retention areas totaling 26,848 sq. ft. will be planted with native vegetation. In Parcel B, 17,285 sq. ft. of the 34,571 sq. ft of offsite preserve areas are to be credited to the subject property proposal. Additionally, a 40,485 sq. ft. wet pond / lake is accommodating the retention of existing parking areas which serve the established Kingswood Condo community and is also intended to be utilized by the proposed Pulte Home Company, LLC townhome community.

The existing vegetation on the site has been surveyed and the proposed development respects the preservation of existing vegetation where applicable and possible while accommodating an infill proposal within an urban area of the City of Stuart. The proposed site plan achieves the preservation by creating preserve areas and native landscape areas.

to meet the 25% code requirements. Upland buffers/littoral planting is accommodated and includes an extension of existing preserve areas.

**Project Description**

This unique townhouse project is a request for a rezoning from R-3 to RPUD and a Major Development

Site Plan Application. The site is located on the south side of East Ocean Boulevard and adjacent on three sides to the multi- family Kingswood community. The Point at Ocean Boulevard senior community ACLF is to the west of the site. The property consists of three separate parcels all owned by the same owner. The subject parcel for the rezoning consists of the largest parcel which is 11.04 acres and includes 80 proposed townhomes on the north and a 1.09-acre stormwater lake, preserve areas and recreational trails on the south. Parcels B is 0.57 acres and is not included in the rezoning but is being used for preserve credits. No use is proposed for Parcel A. The proposed townhouse project will be 7.25 units per acre and will be owned in fee- simple ownership. All of the townhomes are two stories with three bedrooms and have one and two car garages with a tandem parking space in their driveway. The site plan reflects, however, that the end units only have one garage space but have space for two cars. Eleven on- street guest spaces are proposed which include spaces for the mail kiosk area. A nature trail that exists between Kingswood and the subject site will be preserved and extended.

The site's proposed native vegetation and upland preserve are made up of three separate areas. The on- site preserve is 1.83 acres. Parcel B will have an offsite preserve credit of 0.40 acres. In addition, created native vegetation areas consist of 0.88 acres of littoral zones in the storm water lake, dry retention areas and their perimeters will be planted with native vegetation. The total proposed native vegetation areas / preserve areas equals 3.11 acres or 28% of the site which exceeds the City's 25% requirement.

This project is a classic opportunity for well-planned and contextual in-fill development within this area of older apartment complexes. The subject site includes a driveway that runs through the parcel from the Kingswood entrance off East Ocean Boulevard and connects to the south and SE Kingswood Terrace. That driveway alignment will be slightly changed, and new asphalt constructed. Other existing driveways and parking areas which are part of the Kingswood communities will not be changed as well as existing trails and sidewalk connections.

The proposed project has been planned and designed to harmonize with the existing neighborhood while providing for much needed new townhome

concept not found in this part of the City. The applicant is excited about the opportunity of developing their first new community in the City of Stuart.

**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 Low-Density Future Land Designation:

*This land-use category allows for one or two dwelling units per building. Includes single family detached, duplex/townhomes, 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 subject property has a Future Land Use designation of Multi-family Residential, Per Section 2.01.03, Table 1, the zoning on the subject property is compatible with Residential Planned Unit Development (RPUD). A townhome development is a permitted use as either a single family or multi-family land use classification. The land use pattern will remain unchanged as part of this proposal with Multi-family Residential dominating this part of the eastern edge of the City of Stuart's jurisdictional area. Patterns of development are predominantly residential, with a number of condominium communities having been established and an independent living facility to the immediate west of the property. Existing properties range in height from 2 to 4 stories with the proposed Stuart Ocean townhome community including maximum heights of 2 stories as part of the development pattern and scale. The proposal is consistent with the future land use provisions and consistent with the City Land Development Code provisions regarding use as per Section 2.01.03.

***2. The possible creation of an isolated land use classification unrelated to adjacent and nearby classifications;***

Rezoning the property to the RPUD will not detract from the overriding Multi- family future land use designation policy protection measures associated with the property. The majority of the properties surrounding the site are zoned R-3, Liberal

Multiple Family zoning district designation which includes the townhomes as a permitted use consistent with the applicant's request. The RPUD zoning agreement affords the project the opportunity to attached conditions specific to expectations for development on the site, will ensure safeguards are in place to complement existing patterns of development. Some of those additional safeguards will also offer the necessary assurances to the established Kingswood Condo residents regarding preservation of existing trails and parking areas, open space and upland preservation area provisions which offer significant amenity to the proposed and existing communities.

***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;***

The proposal site is located on the edge of the urban fringe of the City of Stuart's jurisdiction where infrastructure is readily available and access to stores and businesses lie close to the property. As an urban infill site, the property is located within a well-established residential community with schools, utilities and existing streets to be utilized to accommodate the project all readily available. Utilizing the subject property offers an opportunity to add to the existing City population, strengthening support of the existing schools, commercial and community infrastructure within the City limits and achieves a sustainable and complimentary form of development.

***4. The possible overloading of the City's sewage collection, treatment and disposal facilities;***

As per the Engineer's report and analysis provided in support of the project, existing water and sewer provisions are readily available and impact fees will be paid to contribute towards the introduction and maintenance of the project. Adding residential provisions to this part of the City will also provide a growth in tax revenues to add to the overall maintenance and provision of public service provisions within the City of Stuart.

***5. The existence of changed or changing conditions which make the passage of the proposed amendment necessary or appropriate;***

Rezoning the property to RPUD is an acceptable zoning district designation for properties with a Multi-family land use designation. A zoning change is required on the property to RPUD to address certain elements of the City of Stuart Land Development Regulations which do not make the necessary provisions to allow for the design and siting of townhomes regarding minimum lot sizes and minimum lot widths and introducing a townhouse type dwelling. Right of way requirements afforded to a property ordinarily require a 20' to center line for a two-way traffic access road whereas a townhome development such as that proposed on the subject property can achieve reduced driveway widths while ensuring the safe travel through the proposed community.

***6. The impact of the proposed amendment upon living conditions in the adjacent neighborhood;***

The development of a vacant infill lot in an urban area of the City of Stuart will provide additional residential units in this area of the City. Benefits to the adjacent neighborhood include greater access to an improved and well-planned set of open space and upland preservation areas through an expansion and formulization of trails. Proposed buffer provisions, landscape improvements and the introduction of a townhome development is of a scale, use and layout complimentary to the long-established residential condominium communities.

***7. The impact of the amendment upon the flow of light and air to adjacent areas;***

The proposed townhome units have been placed in blocks ranging from 2 to 7 units throughout the site. None of the units are within proximity to any single family residential units. The proposed two-story height will not detract from established residential units ranging from 2 to 4 stories in height at the Kingswood Condo community.

***8. The impact of the proposed amendment upon property values in the adjacent area;***

Developing the property with the assurances and development parameters clearly established in the PUD will increase property values and add to the tax bases in both the City and County.

***9. The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations:***

The proposed rezone to RPUD provides additional assurances in the form of a PUD zoning agreement in addition to the parameters of development afforded to a property with an R-3 zoning district designation.

***10. The existence of other adequate sites in the City for the proposed land use classifications already permitting such use.***

An objective of the City of Stuart is to plan for a city with diverse and sustainable supply of a mixed housing provision. This project will increase those provisions available within the City of Stuart.

**A. Technical Review by Other Agencies**

The City Building, Public Works, Fire, and Police Departments have reviewed the applications and have offered their comments. Each department will provide specific comments at final site approval for permitting.

The applicant will be responsible to meet all federal, state and local permitting and environmental standards. Further, the applicant will also be required to demonstrate full compliance at all times.

## VI. LOCAL PLANNING AGENCY BOARD RECOMMENDATION

The Local Planning Agency shall include in its recommendation to the City Commission any information which it deems is relevant to issues relating to the proposed amendment to the RPUD.

## VII. STAFF RECOMMENDATION (APPROVAL WITH CONDITIONS)

Staff has determined that the proposed rezoning to RPUD is 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.

**BEFORE THE CITY COMMISSION**

**CITY OF STUART, FLORIDA**

**ORDINANCE NUMBER 2435-2020**

* * * * *

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO APPPROVE A REZONING FROM R-3 MULTIFAMILY/OFFICE TO RESIDENTIAL PLANNED UNIT DEVELOPMENT "RPUD" ON THE CITY'S OFFICIAL ZONING MAP; FOR AN 11.04 ACRES PARCEL, OWNED BY SERRAGUI GROUP INVESTMENTS LLC, LOCATED ON THE SOUTH SIDE OF SE OCEAN BLVD BETWEEN THE POINTE ASSISTED LIVING FACILTY AND KINGSWOOD CONDO ASSOCIATION, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING STUART OCEAN TOWNHOMES RPUD CONSISTING OF EIGHTY (80) ATTACHED HOMES; APPROVING A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.**

* * * * *

**WHEREAS**, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by HJA DESIGN STUDIO and PULTE

HOME COMPANY, LLC representing Serragui Group Investments, LLC (owner), for a 11.04 acre parcel of land located on the south side of S.E. Ocean Blvd abutting The Pointe Assisted Living Facility and Kingswood Condo Association; and

**WHEREAS**, the City of Stuart has determined the need to rezone said lands; and

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

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

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

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

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

**WHEREAS,** the property is legally described in **"Exhibit A"** of this ordinance. A map depicting the property is attached hereto as **Exhibit "B"** and made a part hereof by reference; and development conditions including a timetable for construction 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. **Major Development Site Plan (RPUD), Sheet SP-1, Sheet SP-2 &Sheet SP-3 prepared by HJA Design Studio, dated 09.20.19, revised on 3.02.20.**
b. **ALTA/NSPS Land Title Survey, Sheets 1 & 2 of 2, by Caulfield and Wheeler, Inc, dated 05.1.2019.**
c. **Existing Tree Survey / Removal Plan, Landscape Plan, and Landscape Specifications, Sheets LP-1, LP-2, LP-3, LP-4, LP-5, LP-6, prepared by HJA Design Studios, dated 09.06.19, and revised on 3-05-20.**
d. **Architectural Floor Plans & Elevations and rendering, prepared by Florida Zone, dated 03.5.20**
e. **Truck Route Plan, Sheets TR-1, TR-2 dated 09/20/2019, by Bowman Consulting, dated 09.20.19.**
f. **Site Lighting Photometric Plan, Sheets L-1 & L-2, by HJA Design Studio, dated, 09.18.19.**

**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 amended by this ordinance to allow for 80 attached townhome units.

**SECTION 3:** This ordinance becomes effective upon adoption.

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

**SECTION 5:** All ordinances or parts of ordinances in conflict with this ordinance or any part thereof is hereby repealed to the extent of such conflict. If any provision of this ordinance

conflicts with any contractual provision between the City and the developer of the site, this ordinance shall prevail.

**SECTION 6:** If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

**SECTION 7:** This ordinance shall be effective upon the following to occur: adoption by the City Commission, and proper execution and acceptance by the Owner.

**SECTION 8:** The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 60 days from the date of this approval, failing which this ordinance shall be void.

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

Passed on first reading the 26th day of May 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:

| | YES | NO | ABSENT | ABSTAIN |
|---|---|---|---|---|
| MICHAEL J. MEIER, MAYOR | | | | |
| EULA R. CLARKE, VICE MAYOR | | | | |
| BECKY BRUNER, COMMISSIONER | | | | |
| KELLI GLASS LEIGHTON, COMMISSIONER | | | | |
| MERRITT MATHESON, COMMISSIONER | | | | |

ADOPTED on second and final reading this _____day of _____, 2020.

ATTEST:

_____ _____

MARY R. KINDEL MICHAEL J. MEIER

CITY CLERK MAYOR

APPROVED AS TO FORM

AND CORRECTNESS:

_____

MICHAEL J. MORTELL

CITY ATTORNEY

CITY'S ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 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:

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: _____

_____

Print Name: _____

Serragui Group Investments, LLC,

By: _____

Mauricio Chico – Managing Member

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:

# EXHIBIT A – LEGAL DESCRIPTION - Stuart Ocean Townhomes

PARCEL 1:

The Northeast 1/4 of the Southwest 1/4 of Section 2, Township 38 South, Range 41 East, Martin County, Florida, lying South of the right-of-way for State Road A-1-A.

Less and Except the Westerly 250.00 feet thereof.

Also, Less and Except Buildings 1 through 21, inclusive, Buildings 33 through 43, inclusive, Buildings 53 through 59, inclusive, Recreation Areas 1, 2 and 3, and Sewer Pump Stations 1 and 2, Kingswood Condominium Apartment Buildings, according to the Declarations of Condominium thereof, recorded in Official Records Book 325, Page 1560, Official Records Book 332, Page 2706, Official Records Book 344, Page 1409, Official Records Book 359, Page 1191, Official Records Book 360, Page 546, Official Records Book 366, Page 1974, Official Records Book 366, Page 2065, Official Records Book 367, Page 2659, Official Records Book 369, Page 1771, Official Records Book 391, Page 1877, Official Records Book 392, Page 1887, Official Records Book 393, Page 1094, Official Records Book 399, Page 1214, Official Records Book 406, Page 504, Official Records Book 406, Page 593, Official Records Book 411, Page 2331 and Official Records Book 426, Page 696, and any amendments thereto, of the Public Records of Martin County, Florida.

The above described parcel being more particularly described as follows:

From the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 2, bear South 89°45'22" East, along the South line of said Northeast 1/4, a distance of 250.00 feet; thence North 00°17'50" East a distance of 238.48 feet to the Point of Beginning; thence continue North 00°17'50" East a distance of 612.25 to a point on the South right-of-way line of State Road A-1-A, said point being a curve concave to the North, having a radius of 3,324.14 feet, whose center bears North 07°54'58" West, having a chord bearing and distance of North 78°31'28" East 412.75 feet; thence Easterly, along the arc of said curve through a central angle of 07°07'08", a distance of 413.02 feet to the Northwest corner of Building 54, Kingswood Condominium, as recorded in Official Records Book 411, Page 2331, Public Records of Martin County, Florida; thence the following courses along said Kingswood Condominium, South 15°02'31" East a distance of 120.00 feet; thence South 00°07'11" West a distance of 93.35 feet; thence North 89°52'49" West a distance of 20.00 feet; thence South 00°07'11" West a distance of 20.00 feet; thence South 89°52'49" East a distance of 20.00 feet; thence South 00°07'11" West a distance of 216.06 feet; thence South 33°09'58" West a distance of 51.55 feet; thence South 00°07'11" West a distance of 220.00 feet; thence continue South 00°07'11" West a distance of 224.85 feet to a point on the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 2; thence North 89°45'22" West, along said South line, a distance of 261.44 feet; thence North 00°07'21" East a distance of 95.00 feet; thence North 45°47'29" West a distance of 206.67 feet to the Point of Beginning.

TOGETHER WITH:

Parcel A:

A parcel of land lying in Section 2, Township 38 South, Range 41 East, Martin County, Florida, said parcel being more particularly described as follows:

Commence at the Southwest corner of aforesaid Section 2, thence bear South 89°32'19" East, along the South line of said Section 2, a distance of 1,333.00 feet to a point on the Westerly line of the Southeast 1/4 of the Southwest 1/4 of said Section 2; thence North 00°21'51" East, along said Westerly line, a distance of 665.00 feet to a point on the South line of the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 2 and the Point of Beginning of the herein described parcel of land; thence continue North 00°21'51" East, along said Westerly line, a

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distance of 223.11 feet to a point on the South line of Kingswood Condominium, Phase Three, Apartment Building No. 127 Parcel, as recorded in Official Records Book 637, Page 1736, Public Records of Martin County, Florida; thence the following courses, along the South line of Building No. 127 Parcel, South 89°44'25" East a distance of 81.08 feet; thence North 86°04'20" East a distance of 157.10 feet to the Southwest corner of Kingswood Condominium, Phase Three, Apartment Building No. 129 Parcel, as recorded in Official Records Book 597, Page 389, Public Records of Martin County, Florida; thence North 80°22'19" East, along the South line of said Building No. 129 Parcel, a distance of 118.87 feet to a point on West line of the drainage area conveyed to Kingswood Association No. 3, Inc., a Florida not for profit corporation, as recorded in Official Records Book 476, Page 2524, Public Records of Martin County, Florida; thence the following courses along said drainage area, South 09°37'41" East a distance of 18.13 feet; thence South 84°37'41" East a distance of 15.97 feet to the Northwest corner of Kingswood Condominium, Phase Three, Apartment Building No. 121 Parcel, as recorded in Official Records Book 729, Page 317, Public Records of Martin County, Florida; thence South 02°32'41" East, along the West line of said Building No. 121 Parcel, a distance of 107.60 feet to a point on the North line of Kingswood Condominium, Phase Three, Apartment No. 124 Parcel, as recorded in Official Records Book 739, Page 537, Public Records of Martin County, Florida; thence South 84°58'52" West, along the North line of said Building No. 124 Parcel, and the North line of Kingswood Condominium, Phase Three, Apartment No. 126 Parcel, as recorded in Official Records Book 719, Page 2289, Public Records of Martin County, Florida, a distance of 147.38 feet; thence South 85°01'04" West a distance of 27.38 feet to the Northeast Corner of Kingswood Condominium, Phase Three, Apartment Building No. 128 Parcel; thence North 89°32'40" West, along the North line of said parcel, a distance of 145.35 feet; thence South 00°21'51" West, along the West line of said Building No. 128 Parcel, a distance of 112.67 feet to a point on the South line of the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 2; thence North 89°31'49" West, along said South line, a distance of 60.00 feet to the Point of Beginning.

Parcel B:

A parcel of land lying in Section 2, Township 38 South, Range 41 East, Martin County, Florida, said parcel being more particularly described as follows:

Commence at the Southwest corner of said Section 2, thence bear South 89°32'19" East, along the South line of said Section 2, a distance of 1,333.00 feet to a point on the West line of the Southeast 1/4 of the Southwest 1/4 of said Section 2; thence North 00°21'51" East, along said West line, a distance of 665.00 feet to a point on the South line of the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 2; thence South 89°31'49" East, along said South line, a distance of 909.51 feet to the Southeast corner of Kingswood Condominium Apartment Building No. 118 Parcel, as recorded in Official Records Book 790, Page 985, Public Records of Martin County, Florida, and the Point of Beginning of the herein described parcel of land; thence proceed North 02°40'00" West, along the Easterly line of said Building No. 118 Parcel, a distance of 127.86 feet to a point on the South line of Kingswood Apartment Building No. 115 Parcel, as recorded in Official Records Book 790, Page 938, Public Records of Martin County, Florida; thence the following courses along said parcel, North 85°41'06" East, a distance of 78.68 feet; thence North 00°00'00" East a distance of 90.73 feet to a point on the South line of the drainage area conveyed to Kingswood Association No. 3, Inc., a Florida not for profit corporation, recorded in Official Records Book 476, Page 2524, Public Records of Martin County, Florida; thence the following courses along said drainage area, South 74°37'41" East a distance of 13.88 feet; thence South 84°37'41" East a distance of 98.97 feet; thence North 10°22'19" East a distance of 208.26 feet to a point on the West line of the 44 foot parcel added to Kingswood Condominium Building No. 109 Parcel, as recorded in Official Records Book 1117, Page 281, Public Records of Martin County, Florida; thence South 00°40'15" West, along said West line, a distance of 84.86 feet to the Northwesterly corner of

**EXHIBIT B – LOCATION MAP**

## Stuart Ocean Townhomes

**Acrial Map**
**City of Stuart**




Prepared by:

HJA DESIGN STUDIO

North

Project # : 19005

## EXHIBIT C – DEVELOPMENT CONDITIONS

### Approved Plans and Documents

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

   **a. Major Development Site Plan (RPUD), Sheet SP-1, Sheet SP-2 &Sheet SP-3 prepared by HJA Design Studio, dated 09.20.19, revised on 3.02.20.**
   **b. ALTA/NSPS Land Title Survey, Sheets 1 & 2 of 2, by Caulfield and Wheeler, Inc, dated 05.1.2019.**
   **c. Existing Tree Survey / Removal Plan, Landscape Plan, and Landscape Specifications, Sheets LP-1, LP-2, LP-3, LP-4, LP-5, LP-6, prepared by HJA Design Studios, dated 09.06.19, and revised on 3-05-20.**
   **d. Architectural Floor Plans & Elevations and rendering, prepared by Florida Zone, dated 03.5.20**
   **e. Truck Route Plan, Sheets TR-1, TR-2 dated 09/20/2019, by Bowman Consulting, dated 09.20.19.**
   **f. Site Lighting Photometric Plan, Sheets L-1 & L-2, by HJA Design Studio, dated, 09.18.19.**

2. Any modifications to the Master RPUD Site Plan that does not exceed 10% of the approved building footprint, building setbacks, gross square footage, impervious areas, 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.

3. Development of the Subject Property as a RPUD shall include an impervious area of not more than 250,002 sf or 5.74 acres (52% of the site) within the RPUD. The maximum building height within the RPUD shall be 2 stories or 30 feet. Height shall be measured from the lowest permissible finished first floor elevation to the surface of a flat roof or to the eave of a pitched roof. The peak of a pitched roof may not exceed 15 feet above the maximum building height.

4. The developer shall post a sign at the mailboxes located along perpendicular stalls reserving two (2) parking spaces specifically for mail delivery and pick-up only.

**Landscaping**

5. The common areas shall be provided with landscaping with an irrigation system of enough capacity to maintain the landscaping in a healthy growing condition.

6. The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed $1,500.00.

7. A Landscape maintenance agreement executed in accordance with Section 6.04.04.A.2. of the Land Development Regulations, shall be submitted to the Development Department and approved prior to the issuance of a certificate of occupancy.

**Required Pervious and Native Preserve Area**

8. Not less than 28.0% (3.11 acres) of the RPUD shall be Native Preserve that may include landscaped buffer and a .40-acre offsite preservation credit (Parcel B) areas as depicted on the Master Site Plan by HJA Design Studios as described in Exhibit C.

**Tree Mitigation**

9. The project shall comply with Section 5.05.02 of the City's Land Development Code regarding Tree Replacement and Protection requirements including extending the use of the City's Tree Replacement fund to include potential use of the fund for innovative stormwater treatment and living shoreline projects. The $111,125 currently slated for contribution to the City's Tree fund will be due in full or in part unless substituted with the incorporation of innovative stormwater design.

**Prior to Issuance of Site Permits**

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

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

12. All regulatory agency permits, including but not limited to the South Florida Water Management District and Army Corp of Engineers, shall be obtained by the applicant and copies provided to the City prior to the first certificate of occupancy.

**Development and Construction**

13. Prior to the first certificate of occupancy the developer shall obtain FDOT approval for the access at the project's entry along SE Ocean Boulevard. The Developer shall install landscaping at the development's SE Ocean Boulevard entry as shown on the landscaping plan prior to the first certificate of occupancy for a residential unit.

14. Eradication of all invasive vegetation shall be completed by the developer and inspected by the City prior to the issuance of the first building permit. This condition, however, shall not apply to any building permits issued for any models.

15. The property owner shall provide easements for licensed cable services, if required by service provider. Preserve area easements shall be dedicated and recorded in public records of Martin County, Florida prior to the first certificate of occupancy.

16. Pursuant to that certain Declaration of Condominium of Kingswood Condominium Apartment Buildings No. 33,34,35,36,54,55 Stuart, Florida, recorded in Official Records Book 411, at Page 2331, of the public records of Martin County, Florida, the developer has an easement granted by Kingswood, Incorporated for the access egress over the existing roadway at the project's entry along SE Ocean Blvd.

17. Water Services shall be provided by the City of Stuart with the site water supply taking place at/from the City of Stuart owned infrastructure and within the SE Ocean Blvd. R.O.W. with applicable backflow.

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

19. 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.

20. 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.

21. All utility improvements constructed by the developer within FDOT's right-of-way, shall be constructed in a manner and form acceptable to the FDOT.

22. The project's Native Planting schemes at the lake will be designed using Low Impact Development "(LID) Techniques as described in the University of Florida IFSA Extension publication LID Practices: Integration Wetlands and Enhancing Storm water Basins".

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

24. A lighting plan shall be included on the Landscape plan for the community's common areas including any street lighting at permitting. All lights at the common areas shall be limited to 20 feet in height and shielded from neighboring property.

25. Site work including but not limited to land preparation, wet pond lake excavation, clearing and grading, drainage and water, irrigation lines, shall be reviewed approved by the City's Public Works department and the city's engineering consultant prior to permitting.

26. The developer shall make provision for the modification of the road system abutting the Kingwood pool area(s) in order to maintain access to the pool area by residents.

**Signage**

27. All signs throughout the PUD must have a consistent treatment, as to number, location, size, height, lighting, and materials with a unified theme throughout the Planned Unit Development. The development's monument sign shall adhere to the conceptual Monument Sign on sheet SP-2 by HJA Design Studio.

**Platting- HOA Requirements & Future Amendments**

28. Plat approval per Section 11.01.05 of the City Land Development Code, shall occur prior to the issuance of the first building permit.

29. Prior to the first certificate of occupancy, the applicant/developer shall form a HOA (Homeowners Association) or other similar entity acceptable to the City Attorney, which shall be singularly responsible for the perpetual maintenance of the common site features

and management of the project. Prior to the formation of a HOA, and prior to the initiation of any site work, the developer shall provide the City with the name and contact information for the person who shall be responsible for perpetual maintenance of the common site features and management of the project, until such time as a HOA is formed.

30. City of Stuart waste receptacles, including recycle shall be stored in garages only. The developments HOA shall be responsible for enforcing this waste receptacle policy. The property-owners association shall pay for initial bins (one trash bin and one recycle bin) for each unit for a total of 80 trash bins and 80 recycle bins at the time of permitting. The City will provide a single bill to the POA for trash pick-up.

31. There shall be no on street parking on trash/recycle collection days other than in designated parallel spaces. The developer and home-owners association shall request and consent to law enforcement entry to property and enforcement of state and city laws to include traffic enforcement. Additionally, the City of Stuart Police Department shall have authority to enforce city laws and all conditions of development of Ordinance 2435-2020.

32. No yard waste shall be placed in the street.

33. All new fences in the common areas shall be maintained by the Stuart Ocean Townhomes Home-Owners Association.

34. Any applications to amend this Ordinance shall be limited to the developer or the Home-Owners Association.

35. The Home-Owner's Association shall regulate any permits for guest parking.

36. If permitted by the FDOT, the developer shall provide a temporary construction entrance separate from existing shared access point.

37. The Declaration of Covenants and Restrictions for the project shall contain language that some of the garage spaces were used for the calculation of parking and there is limited

parking in the development and that residents need to be mindful of neighbors and consider the parking needs of the whole community

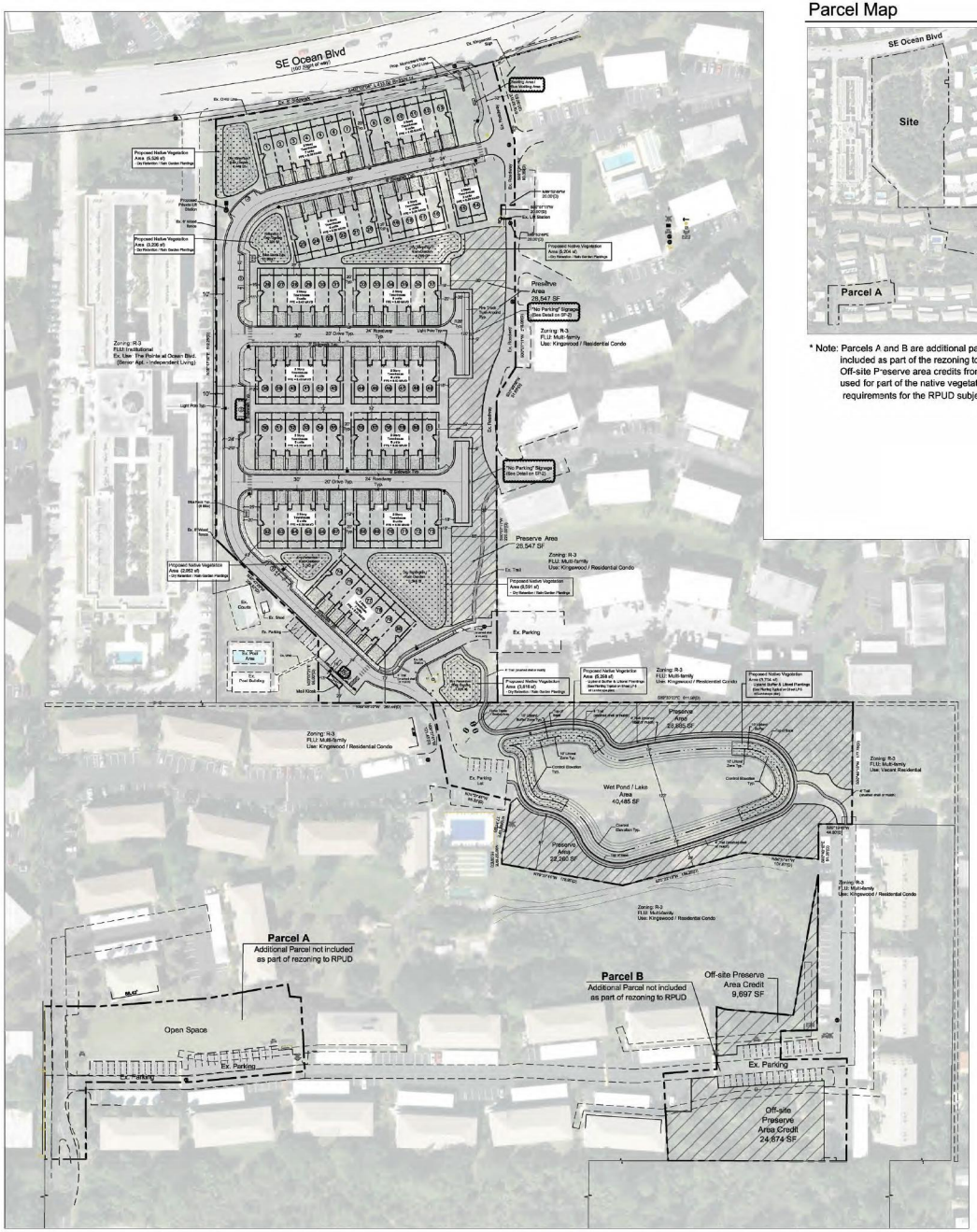
**Timetable for Development**

38. The developer agrees to apply for the first building permit within (60) days of approval of the permit for site work.

39. The Developer shall construct the project's infrastructure in one phase, however the infrastructure can be sub phased and certified in subphases to allow for a certificate of occupancy to be issued for up to four (4) models prior to the remainder units. The remaining project's infrastructure shall be completed prior to the remaining units receiving a certificate of occupancy.

40. Timetable for development shall be as follows:

| | |
|---|---|
| Site permit approval under city codes and standards. | **December 30, 2021** |
| Building Permit application deemed sufficient for permit review under city codes and standards. | **August 1, 2023** |
| Final Certificate of Occupancy for all site and building improvements. | **December 30, 2024** |




## Parcel Map




* Note: Parcels A and B are additional parcels and are not included as part of the rezoning to RPUD. Off-site Preserve area credits from Parcel B shall be used for part of the native vegetation / preserve area requirements for the RPUD subject property.

## Location Map




## Site Data

| | |
|---|---|
| Total Site Area | 11.04 Ac. / 481,103 sf |
| Future Land Use | Multi-family Residential |
| Existing Zoning | R-3 |
| Proposed Zoning | RPUD |
| Proposed Use | 2-Story / Single Family Townhomes |
| Proposed Dwelling Units | 80 |

## Density

| | |
|---|---|
| Maximum Density - 30 DU/Ac. (11.04 Ac. x 30) | 331 Max. Units |
| Proposed Density | 80 Units |
| Proposed Gross Site Density | 7.25 DU / Ac. |

## Impervious Area

| | | | |
|---|---|---|---|
| Building Coverage | 83,230 sf | 1.91 Ac. | 17% |
| Existing & Proposed Vehicular Use Areas | 67,824 sf | 1.56 Ac. | 14% |
| Sidewalks / Paved Areas / Rear Patios | 58,463 sf | 1.34 Ac. | 12% |
| Wet Pond / Lake | 40,485 sf | 0.93 Ac. | 9% |
| Total: | 250,002 sf | 5.74 Ac. | 52% |

## Pervious Area / Open Space

| | | | |
|---|---|---|---|
| Dry Detention Areas | 26,848 sf | 0.62 Ac. | 6% |
| Native Preserve Areas (On-site) | 79,692 sf | 1.83 Ac. | 16% |
| Other Landscape / Open Space | 124,561 sf | 2.85 Ac. | 26% |
| Total: | 231,101 sf | 5.30 Ac. | 48% |

## Native Vegetation Area / Upland Preserve Data

| | | |
|---|---|---|
| Required Native Vegetation Area: | (481,103 sf x 25%) | 120,275 sf / 2.76 Ac. / 25% |
| Provided Native Vegetation Area: | | 135,374 sf / 3.11 Ac. / 28% |
| Native Upland Preserve Areas | | 79,692 sf / 1.83 Ac. |
| Parcel B - Offsite Preserve Area Credit | (34,571 sf x 50% Credit) | 17,285 sf / 0.40 Ac. |
| Proposed Native Vegetation Area | | 38,397 sf / 0.88 Ac. |

## Parking Data

| | | |
|---|---|---|
| Required Parking Spaces: (2 spaces per unit w/ 2 or more bedrooms) | | 160 Spaces |
| Provided Parking Spaces: | | 203 Spaces |
| One Car Garages (80 D.U.) | 80 Spaces | |
| One Car Driveways (53 D.U.) | 53 Spaces | |
| Two Car Driveways (27 D.U.) | 54 Spaces | |
| On-Street Parking (5 - 9' x 18 + 1 Handicap + 10 Parallel) | 16 Spaces | |

## Required Minimum Building Setbacks

| | |
|---|---|
| Front Setback (From SE Ocean Blvd / North Property): | 25 ft |
| Side Setback (From East And West Property Line): | 15 ft (10 ft for Mail Kiosk) |
| Rear Setback (From South Property Line): | 20 ft (10 ft for Mail Kiosk) |

## Lot Building Setbacks

| | |
|---|---|
| Front Setback : | 20 ft |
| Side Setback (Exterior Units): | 4 ft |
| Side Setback (interior Units): | 0 ft |
| Rear Setback : | 10 ft |
| Building Separtion : | 20 ft |

## Legend

Ex. Preserve Area

Proposed Native Vegetation Area

Site Lighting / Light Pole Typ.

Scale: 1" = 80'

0' 40' 80' 160' 240'

North

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LANDSCAPE ARCHITECTURE
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
LA 0000905

# Stuart Ocean Townhomes

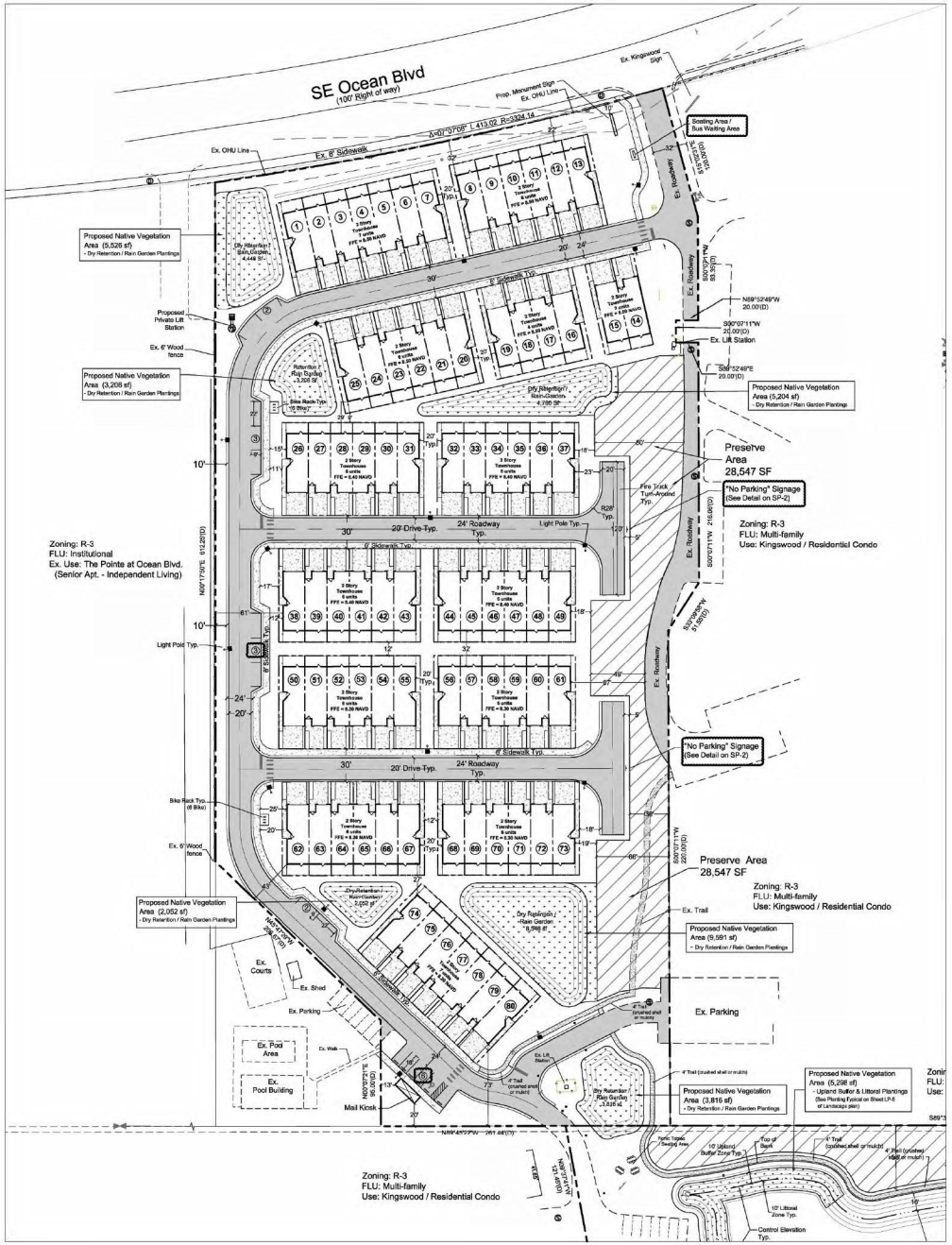
City of Stuart, Florida

Major Development Site Plan (RPUD)

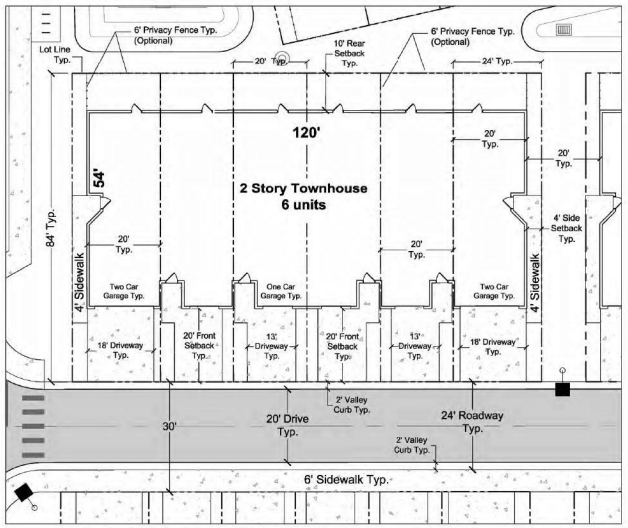
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Job No. 19005
Drawn By TT
Checked By MH
Approved By MH
Submittal Dates 9-20-19
12-05-19
Revision Dates 3-02-20

SP-1




## Townhouse & Lot Typical

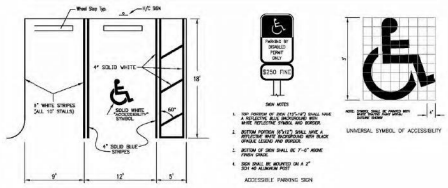



### Lot Building Setbacks

| | |
|---|---|
| Front Setback : | 20 ft |
| Side Setback (Exterior Units): | 4 ft |
| Side Setback (interior Units): | 0 ft |
| Rear Setback : | 10 ft |
| Building Separtion : | 20 ft |

## Parking Space Detail

Scale: N.T.S.



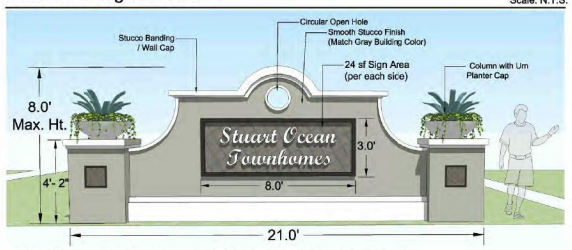

## No Parking Sign Detail

Scale: N.T.S.




## Monument Sign Elevation

Scale: N.T.S.




*Note: Monument Sign is conceptual. Final sign design and dimensions may vary.

Scale: 1" = 50'

0' 25' 50' 100' 150'

North

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# Stuart Ocean Townhomes

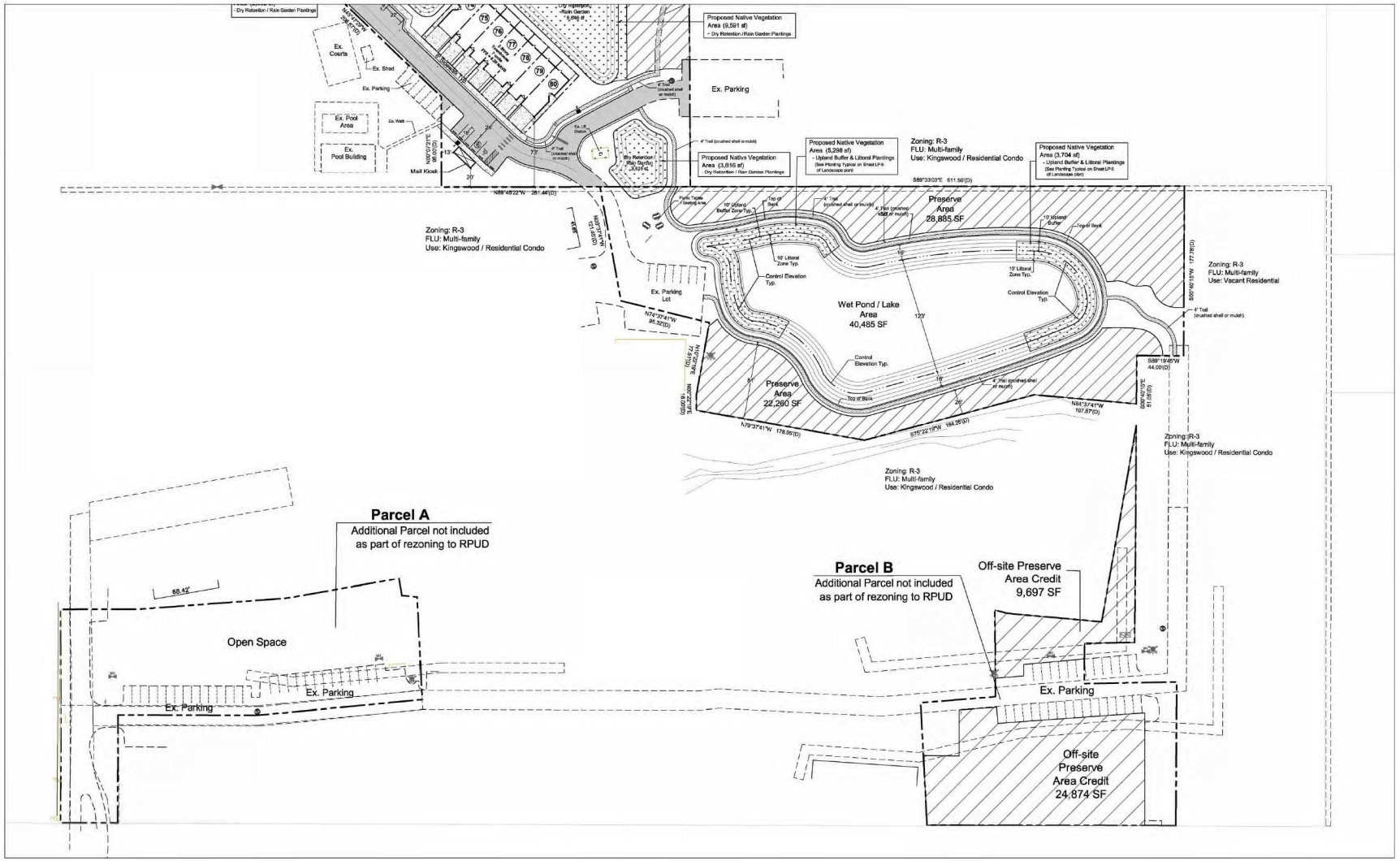
City of Stuart Florida

Major Development Site Plan (RPUD)

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| | |
|---|---|
| Job No. | 19005 |
| Drawn By | TT |
| Checked By | MH |
| Approved By | MH |
| Submittal Dates | 9-20-19 |
| | 12-05-19 |
| Revision Dates | 3-02-20 |

SP-2




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# Stuart Ocean Townhomes

City of Stuart Florida

## Major Development Site Plan (RPUD)

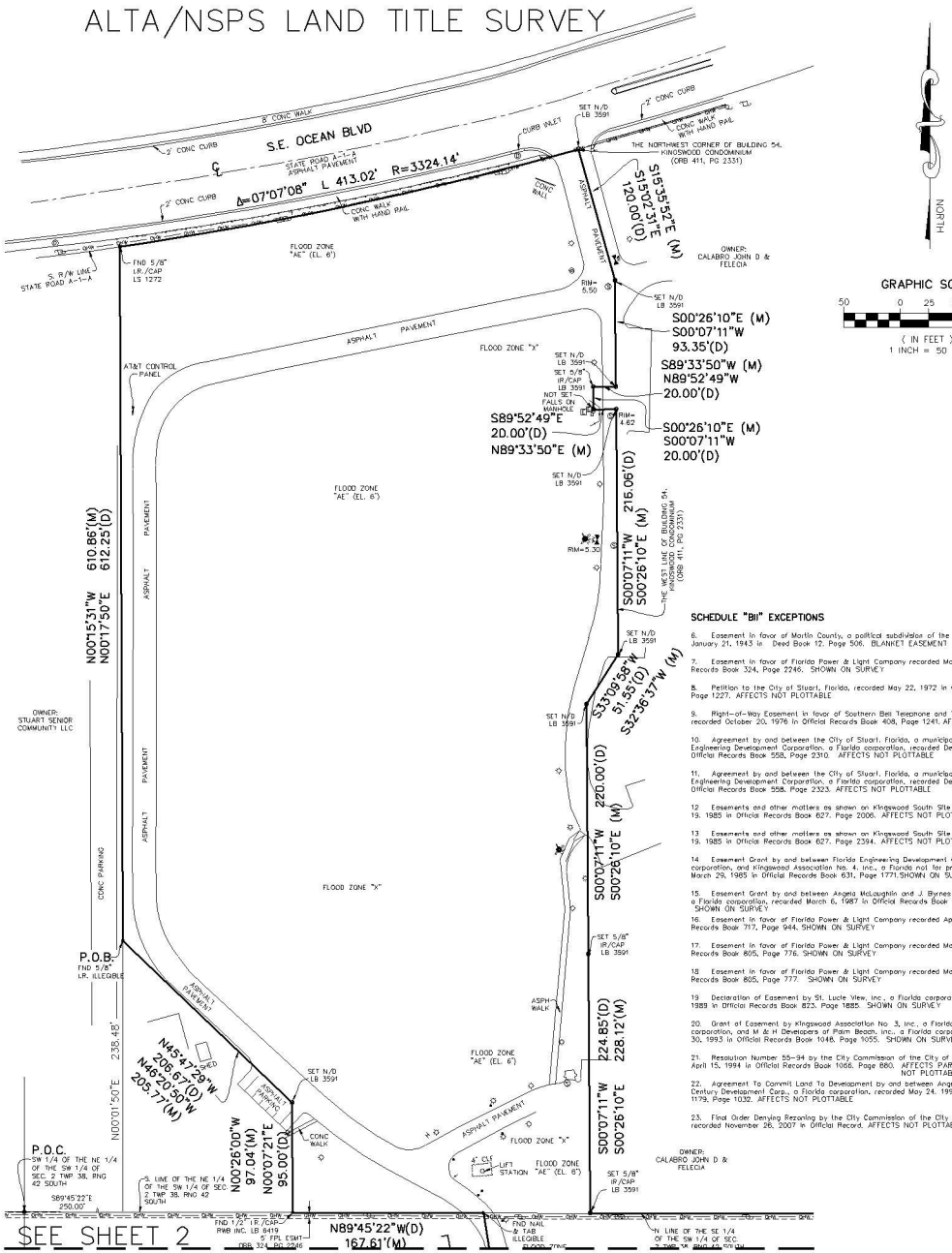
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Job No. 19005
Drawn By TT
Checked By MH
Approved By MH
Submittal Dates 9-20-19
12-05-19
Revision Dates 3-02-20

Scale: 1" = 50'
0' 25' 50' 100' 150'
North

SP-3

# ALTA/NSPS LAND TITLE SURVEY







GRAPHIC SCALE

50 0 25 50 100

( IN FEET )
1 INCH = 50 FT.

## LEGEND

ASPH – ASPHALT
L – ARC LENGTH
CLF – CHAIN LINK FENCE
CONC. – CONCRETE
F.P.L.–FLORIDA POWER & LIGHT
FND. – FOUND
I.R./CAP – IRON ROD & CAP
INV. – INVERT
O.R.B. – OFFICIAL RECORD BOOK
P.B. – PLAT BOOK
P.B.C.R. – PALM BEACH COUNTY RECORD
P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT
PGS – PAGE(S)
R – RADIUS
R/W – RIGHT-OF-WAY
RGE. – RANGE
SEC – SECTION
Δ – DELTA (CENTRAL ANGLE)
– RPZ/DDCV
(D) – DEED
(M) – MEASURED
NO ID – NO IDENTIFICATION
N/D – NAIL/DISC
– EXISTING ELEVATION
SQ. FT. – SQUARE FEET
TWP – TOWNSHIP
TYP. – TYPICAL
U.E. – UTILITY EASEMENT
– LIGHT POLE
– FIRE HYDRANT
– CATCH BASIN
– WATER VALVE
– SET 5/8" IR/CAP LB 3591
– SET NAIL/DISC LB 3591
– SANITARY MANHOLE
– DRAINAGE MANHOLE
– WOOD POWER POLE (UNLESS NOTED)
– CENTER LINE
– TRAFFIC SIGN
– ELECTRICAL WIRES OVERHEAD
– ANCHOR
– WATER METER
– ELECTRIC HAND HOLE
– IRRIGATION CONTROL VALVE
– CONCRETE POWER POLE

## DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, LYING SOUTH OF THE RIGHT-OF-WAY FOR STATE ROAD A-1-A.

LESS AND EXCEPT THE WESTERLY 250.00 FEET THEREOF.

ALSO, LESS AND EXCEPT BUILDINGS 1 THROUGH 21, INCLUSIVE, BUILDINGS 33 THROUGH 43, INCLUSIVE, BUILDINGS 53 THROUGH 59, INCLUSIVE, RECREATION AREAS 1, 2 AND 3, AND WATER PUMP STATIONS 1 AND 2, KINGSWOOD CONDOMINIUM APARTMENT BUILDINGS, ACCORDING TO THE DECLARATIONS OF CONDOMINIUM THEREOF, RECORDED IN OFFICIAL RECORDS BOOK 325, PAGE 1560, OFFICIAL RECORDS BOOK 332, PAGE 2708, OFFICIAL RECORDS BOOK 344, PAGE 1409, OFFICIAL RECORDS BOOK 359, PAGE 1191, OFFICIAL RECORDS BOOK 360, PAGE 546, OFFICIAL RECORDS BOOK 366, PAGE 1974, OFFICIAL RECORDS BOOK 366, PAGE 2065, OFFICIAL RECORDS BOOK 367, PAGE 2659, OFFICIAL RECORDS BOOK 369, PAGE 1771, OFFICIAL RECORDS BOOK 391, PAGE 1877, OFFICIAL RECORDS BOOK 392, PAGE 1887, OFFICIAL RECORDS BOOK 393, PAGE 1094, OFFICIAL RECORDS BOOK 393, PAGE 1214, OFFICIAL RECORDS BOOK 406, PAGE 504, OFFICIAL RECORDS BOOK 406, PAGE 593, OFFICIAL RECORDS BOOK 411, PAGE 2331 AND OFFICIAL RECORDS BOOK 426, PAGE 696, AND ANY AMENDMENTS THERETO, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, BEAR SOUTH 89°45'22" EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 250.00 FEET; THENCE NORTH 00°17'50" EAST A DISTANCE OF 238.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°17'50" EAST A DISTANCE OF 612.25 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, SAID POINT BEING A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 3,324.14 FEET, WHOSE CENTER BEARS NORTH 07°54'58" WEST, HAVING A CHORD BEARING AND DISTANCE OF NORTH 78°31'28" EAST 412.75 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°07'08", A DISTANCE OF 413.02 FEET TO THE NORTHWEST CORNER OF BUILDING 54, KINGSWOOD CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 411, PAGE 2331, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES ALONG SAID KINGSWOOD CONDOMINIUM, SOUTH 15°02'31" EAST A DISTANCE OF 120.00 FEET; THENCE SOUTH 00°07'11" WEST A DISTANCE OF 93.35 FEET; THENCE NORTH 89°52'49" WEST A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°07'11" WEST A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°52'49" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°07'11" WEST A DISTANCE OF 216.06 FEET; THENCE SOUTH 33°09'56" WEST A DISTANCE OF 51.55 FEET; THENCE SOUTH 00°07'11" WEST A DISTANCE OF 220.00 FEET, THENCE CONTINUE SOUTH 00°07'11" WEST A DISTANCE OF 224.85 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE NORTH 89°33'03" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 517.30 FEET; THENCE SOUTH 00°40'15" WEST A DISTANCE OF 177.78 FEET; THENCE NORTH 89°19'45" WEST A DISTANCE OF 5.00 FEET TO THE NORTHEAST CORNER OF THE 44 FOOT PARCEL ADDED TO KINGSWOOD CONDOMINIUM BUILDING NO. 109 PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 1117, PAGE 281, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES ALONG SAID PARCEL, NORTH 89°19'45" WEST A DISTANCE OF 90.73 FEET; THENCE SOUTH 00°40'15" WEST A DISTANCE OF 51.05 FEET TO A POINT ON THE NORTH LINE OF THE DRAINAGE AREA CONVEYED TO KINGSWOOD ASSOCIATION NO. 3, INC., A FLORIDA NOT FOR PROFIT CORPORATION, RECORDED IN OFFICIAL RECORDS BOOK 476, PAGE 2524, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES ALONG SAID DRAINAGE AREA, NORTH 84°37'41" WEST A DISTANCE OF 107.87 FEET; THENCE SOUTH 75°22'19" WEST A DISTANCE OF 87.37 FEET; THENCE NORTH 79°37'41" WEST A DISTANCE OF 178.95 FEET TO A POINT ON THE EAST LINE OF RECREATION AREA NO. 4 PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1501, PAGE 1564, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES ALONG SAID RECREATION AREA NO. 4 PARCEL, NORTH 00°22'19" EAST A DISTANCE OF 16.00 FEET; THENCE NORTH 10°22'19" EAST A DISTANCE OF 77.51 FEET; THENCE NORTH 74°37'41" WEST A DISTANCE OF 95.32 FEET; THENCE LEAVING SAID RECREATION AREA NO. 4 PARCEL, NORTH 09°37'41" WEST A DISTANCE OF 121.45 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE NORTH 89°45'22" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 167.61 FEET; THENCE NORTH 00°07'21" EAST A DISTANCE OF 95.00 FEET; THENCE NORTH 45°47'29" WEST A DISTANCE OF 206.67 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN MARTIN COUNTY, FLORIDA.

CONTAINING 481,103 SQ. FT. / 11.045 ACRES, MORE OR LESS. (M)

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

TOGETHER WITH:

PARCEL A:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF AFORESAID SECTION 2, THENCE BEAR SOUTH 89°32'19" EAST, ALONG THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 1,333.00 FEET TO A POINT ON THE WESTERLY LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE NORTH 00°21'51" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 665.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2 AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 00°21'51" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 223.11 FEET TO A POINT ON THE SOUTH LINE OF KINGSWOOD CONDOMINIUM, PHASE THREE, APARTMENT BUILDING NO. 127 PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 637, PAGE 1736, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES, ALONG THE SOUTH LINE OF BUILDING NO 127 PARCEL, SOUTH 89°44'25" EAST A DISTANCE OF 81.08 FEET; THENCE NORTH 88°04'20" EAST A DISTANCE OF 157.10 FEET TO THE SOUTHWEST CORNER OF KINGSWOOD CONDOMINIUM, PHASE THREE, APARTMENT BUILDING NO. 129 PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 597, PAGE 389, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 80°22'19" EAST, ALONG THE SOUTH LINE OF SAID BUILDING NO. 129 PARCEL, A DISTANCE OF 118.87 FEET TO A POINT ON WEST LINE OF THE DRAINAGE AREA CONVEYED TO KINGSWOOD ASSOCIATION NO. 3, INC., A FLORIDA NOT FOR PROFIT CORPORATION, AS RECORDED IN OFFICIAL RECORDS BOOK 476, PAGE 2524, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES ALONG SAID DRAINAGE AREA, SOUTH 09°37'41" EAST A DISTANCE OF 18.13 FEET; THENCE SOUTH 84°37'41" EAST A DISTANCE OF 15.97 FEET TO THE NORTHWEST CORNER OF KINGSWOOD CONDOMINIUM, PHASE THREE, APARTMENT BUILDING NO. 121 PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 729, PAGE 317, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 02°32'41" EAST, ALONG THE WEST LINE OF SAID BUILDING NO. 121 PARCEL, A DISTANCE OF 107.60 FEET TO A POINT ON THE NORTH LINE OF KINGSWOOD CONDOMINIUM, PHASE THREE, APARTMENT NO. 124 PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 739, PAGE 537, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 84°58'52" WEST, ALONG THE NORTH LINE OF SAID BUILDING NO. 124 PARCEL, AND THE NORTH LINE OF KINGSWOOD CONDOMINIUM, PHASE THREE, APARTMENT NO. 126 PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 719, PAGE 2289, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 147.38 FEET; THENCE SOUTH 85°01'04" WEST A DISTANCE OF 27.38 FEET TO THE NORTHEAST CORNER OF KINGSWOOD CONDOMINIUM, PHASE THREE, APARTMENT BUILDING NO. 128 PARCEL; THENCE NORTH 89°32'40" WEST, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 145.35 FEET; THENCE SOUTH 00°21'51" WEST, ALONG THE WEST LINE OF SAID BUILDING NO. 128 PARCEL, A DISTANCE OF 112.67 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE NORTH 89°31'49" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN MARTIN COUNTY, FLORIDA.

CONTAINING 50,929 SQ. FT. / 1.169 ACRES, MORE OR LESS. (M)

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

## SCHEDULE "BII" EXCEPTIONS

6. Easement in favor of Martin County, a political subdivision of the State of Florida, recorded January 21, 1943 in Deed Book 12, Page 506. BLANKET EASEMENT

7. Easement in favor of Florida Power & Light Company recorded March 1, 1971 in Official Records Book 324, Page 2246. SHOWN ON SURVEY

8. Petition to the City of Stuart, Florida, recorded May 22, 1972 in Official Records Book 339, Page 1227. AFFECTS NOT PLOTTABLE

9. Right-of-Way Easement in favor of Southern Bell Telephone and Telegram Company recorded October 20, 1976 in Official Records Book 408, Page 1241. AFFECTS NOT PLOTTABLE

10. Agreement by and between the City of Stuart, Florida, a municipal corporation, and Florida Engineering Development Corporation, a Florida corporation, recorded December 14, 1982 in Official Records Book 558, Page 2310. AFFECTS NOT PLOTTABLE

11. Agreement by and between the City of Stuart, Florida, a municipal corporation, and Florida Engineering Development Corporation, a Florida corporation, recorded December 14, 1982 in Official Records Book 558, Page 2323. AFFECTS NOT PLOTTABLE

12. Easements and other matters as shown on Kingswood South Site Plan recorded February 19, 1985 in Official Records Book 627, Page 2006. AFFECTS NOT PLOTTABLE

13. Easements and other matters as shown on Kingswood South Site Plan recorded February 19, 1985 in Official Records Book 627, Page 2394. AFFECTS NOT PLOTTABLE

14. Easement Grant by and between Florida Engineering Development Corporation, a Florida corporation, and Kingswood Association No. 4, Inc., a Florida not for profit corporation, recorded March 29, 1985 in Official Records Book 631, Page 1771. SHOWN ON SURVEY

15. Easement Grant by and between Angela McLaughlin and J. Byrnes Development Group, Inc., a Florida corporation, recorded March 6, 1987 in Official Records Book 710, Page 1696. SHOWN ON SURVEY

16. Easement in favor of Florida Power & Light Company recorded April 30, 1987 in Official Records Book 717, Page 944. SHOWN ON SURVEY

17. Easement in favor of Florida Power & Light Company recorded March 30, 1989 in Official Records Book 805, Page 776. SHOWN ON SURVEY

18. Easement in favor of Florida Power & Light Company recorded March 30, 1989 in Official Records Book 805, Page 777. SHOWN ON SURVEY

19. Declaration of Easement by St. Lucie View, Inc., a Florida corporation, recorded August 10, 1989 in Official Records Book 823, Page 1885. SHOWN ON SURVEY

20. Grant of Easement by Kingswood Association No. 3, Inc., a Florida not-for-profit corporation, and M & H Developers of Palm Beach, Inc., a Florida corporation, recorded December 30, 1993 in Official Records Book 1048, Page 1055. SHOWN ON SURVEY

21. Resolution Number 55-94 by the City Commission of the City of Stuart, Florida, recorded April 15, 1994 in Official Records Book 1066, Page 880. AFFECTS PARCELS A, B AND C ONLY NOT PLOTTABLE

22. Agreement To Commit Land To Development by and between Angela C. McLaughlin and Century Development Corp., a Florida corporation, recorded May 24, 1996 in Official Records Book 1179, Page 1032. AFFECTS NOT PLOTTABLE

23. Final Order Denying Rezoning by the City Commission of the City of Stuart, Florida, recorded November 28, 2007 in Official Record. AFFECTS NOT PLOTTABLE

## DESCRIPTION CONTINUED:

PARCEL B:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 2, THENCE BEAR SOUTH 89°32'19" EAST, ALONG THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 1,333.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE NORTH 00°21'51" EAST, ALONG SAID WEST LINE, A DISTANCE OF 665.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE NORTH 89°31'49" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 909.61 FEET TO THE SOUTHEAST CORNER OF KINGSWOOD CONDOMINIUM APARTMENT BUILDING NO. 118 PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 790, PAGE 985, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE PROCEED NORTH 02°40'00" WEST, ALONG THE EASTERLY LINE OF SAID BUILDING NO. 118 PARCEL, A DISTANCE OF 127.86 FEET TO A POINT ON THE SOUTH LINE OF KINGSWOOD APARTMENT BUILDING NO. 115 PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 790, PAGE 938, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES ALONG SAID PARCEL: NORTH 85°41'06" EAST, A DISTANCE OF 78.68 FEET, THENCE NORTH 00°00'00" EAST A DISTANCE OF 90.73 FEET TO A POINT ON THE SOUTH LINE OF THE DRAINAGE AREA CONVEYED TO KINGSWOOD ASSOCIATION NO. 3, INC., A FLORIDA NOT FOR PROFIT CORPORATION, RECORDED IN OFFICIAL RECORDS BOOK 476, PAGE 2524, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES ALONG SAID DRAINAGE AREA, SOUTH 74°37'41" EAST A DISTANCE OF 13.88 FEET; THENCE SOUTH 84°37'41" EAST A DISTANCE OF 98.97 FEET; THENCE NORTH 10°22'19" EAST A DISTANCE OF 208.26 FEET TO A POINT ON THE WEST LINE OF THE 44 FOOT PARCEL ADDED TO KINGSWOOD CONDOMINIUM BUILDING NO. 109 PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 1117, PAGE 281, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 00°40'15" WEST, ALONG SAID WEST LINE, A DISTANCE OF 84.88 FEET TO THE NORTHWESTERLY CORNER OF THE PARCEL CONVEYED TO KINGSWOOD ASSOCIATION NO. 3, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, AS RECORDED IN OFFICIAL RECORDS BOOK 1364, PAGE 768, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES ALONG SAID PARCEL, SOUTH 00°48'55" WEST A DISTANCE OF 141.90 FEET; THENCE SOUTH 89°19'45" WEST A DISTANCE OF 52.58 FEET; THENCE SOUTH 00°40'15" WEST A DISTANCE OF 42.07 FEET; THENCE NORTH 89°19'45" EAST A DISTANCE OF 96.95 FEET TO A POINT ON THE WESTERLY LINE OF KINGSWOOD CONDOMINIUM BUILDING NO. 112 PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 814, PAGE 757, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 00°40'15" WEST, ALONG THE WESTERLY LINE OF SAID PARCEL, A DISTANCE OF 149.98 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE NORTH 89°31'49" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 261.03 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN MARTIN COUNTY, FLORIDA.

CONTAINING 49,374 SQ. FT. / 1.134 ACRES, MORE OR LESS. (M)

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

1. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
2. LANDS SHOWN HEREON WERE ABSTRACTED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT ORDER NO.: 7566276, DATED MARCH 28, 2019 @ 8:00 AM.
3. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF SECTION 2 TOWNSHIP 38 SOUTH, RANGE 41 EAST BEARING S89°32'19"E.
5. THE DESCRIPTION SHOWN HEREON IS IN RECORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
6. UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. FLOOD ZONE: "AE"(6') AND "X": COMMUNITY PANEL NO. 120161 0154 G; DATE: MARCH 6, 2015.
9. BENCHMARK ORIGIN DESCRIPTION: MARTIN COUNTY BENCHMARK #B90158. ELEVATION = 5.48' NAVD
10. AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF THE SUBJECT PROPERTY BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL, CEMETARY OR BURIAL GROUND.
11. AT THE TIME OF THIS SURVEY THERE WAS NO OBSERVABLE SURFACE EVIDENCE OF EARTH MOVING WORK OR BUILDING CONSTRUCTION.
12. AT THE TIME OF THIS SURVEY THERE WAS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OR CHANGES IN STREET RIGHT-OF-WAY LINES.
13. AT THE TIME OF THIS SURVEY THERE WAS NO OBSERVED EVIDENCE OF WETLANDS DELINEATED BY APPROPRIATE AUTHORITIES.

## CERTIFICATE:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS. JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 8, 11, 12, 13, 16, 17, 18, AND 19. DATE OF FIELD WORK 4/19/19.

I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, P.S.M.
REG. LAND SURVEYOR #6272
STATE OF FLORIDA–LB 3591

| REVISIONS | DATE | BY |
|---|---|---|
| TITLE NAME: 8164-1-SURVEY | | |

CAULFIELD & WHITTLE, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
2601 SOUTH BAYSHORE DRIVE - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

STUART PROPERTY 13.3 ACRES
A PORTION OF SW 1/4
SEC. 2, TWP 38, RNG 41
ALTA/NSPS LAND TITLE SURVEY

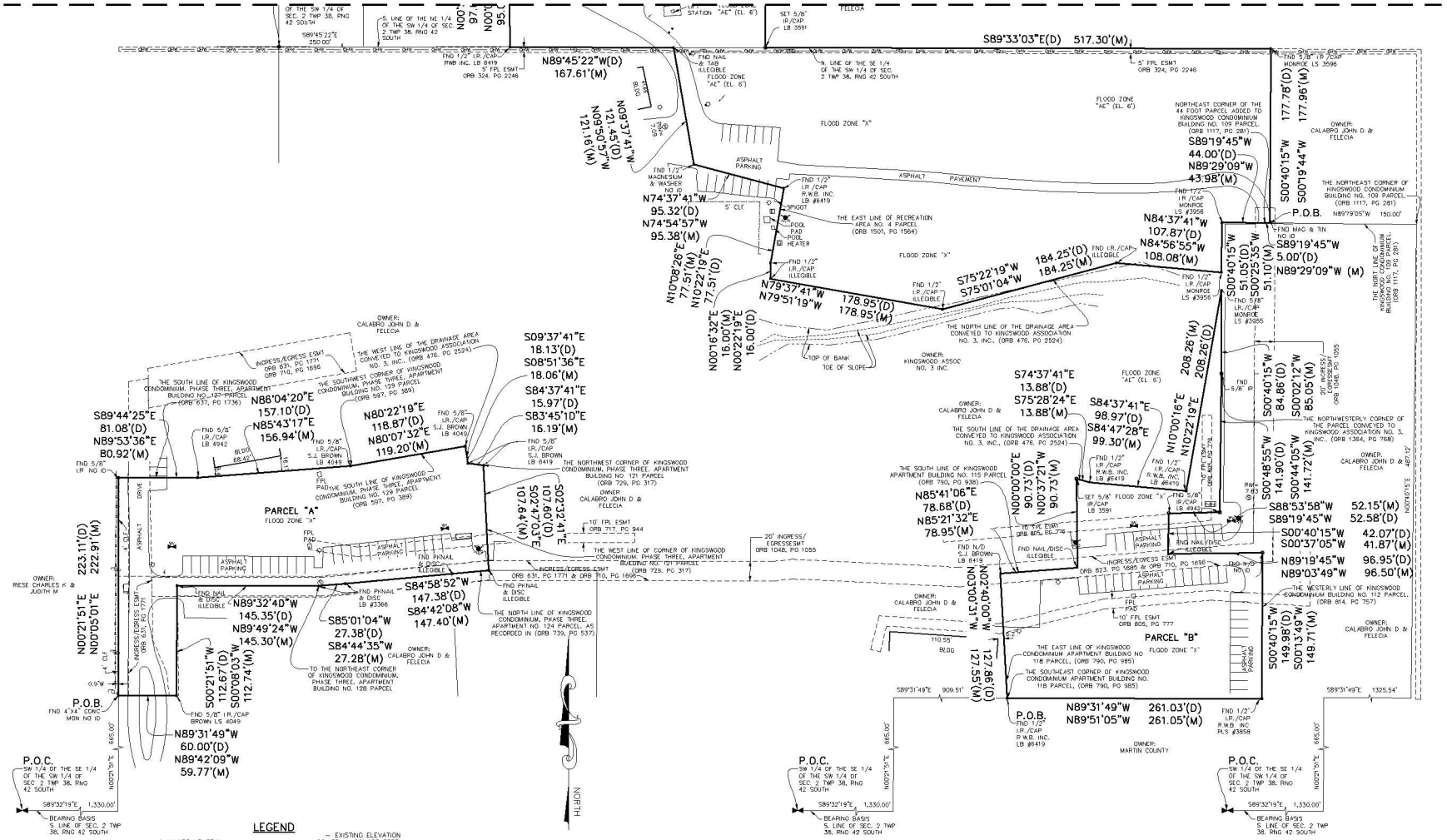
DATE 5/01/2019
DRAWN BY RLF
F.B./ PG. N/A
SCALE 1"=50'

JOB # 8164-1
SHT.NO. 1
OF 2 SHEETS

05262020 CC M

# ALTA/NSPS LAND TITLE SURVEY

SEE SHEET 1



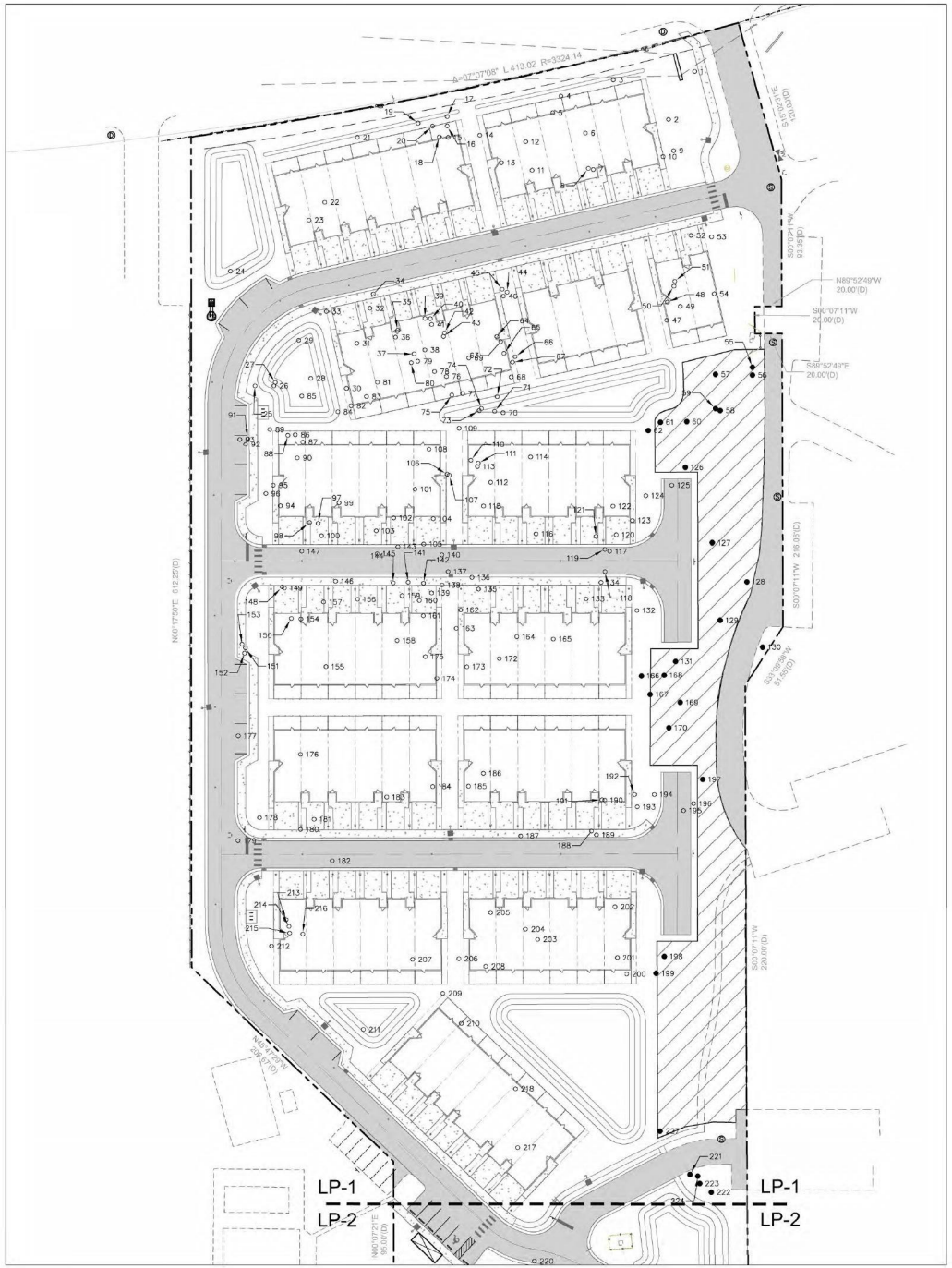

| REVISIONS | DATE | BY |
|---|---|---|
| FILE NAME 8164-1-SURVEY | | |

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LAND PLANNING SURVEYING
LANDSCAPE ARCHITECTURE
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

# STUART PROPERTY 13.3 ACRES
## A PORTION OF SW 1/4
## SEC. 2, TWP 38, RNG 41
## ALTA/NSPS LAND TITLE SURVEY

| | |
|---|---|
| DATE | 5/01/2019 |
| DRAWN BY | RF |
| F.B / PG. | N/A |
| SCALE | 1"=50' |

JOB # 8164-1
SHT.NO. 2
OF 2 SHEETS




05262020 CC M

## Existing Tree Chart

| Tree No. | Species | Size DBH | Protected | Description | Status |
|---|---|---|---|---|---|
| 1 | Laurel Oak | 22 | Yes | | Remove |
| 2 | Slash Pine | 18 | Yes | | Remove |
| 3 | Slash Pine | 19 | Yes | | Remove |
| 4 | Laurel Oak | 7 | Yes | | Remove |
| 5 | Slash Pine | 15 | Yes | | Remove |
| 6 | Laurel Oak | 12 | Yes | multi-stem | Remove |
| 7 | Laurel Oak | 5 | Yes | multi-stem | Remove |
| 8 | Laurel Oak | 6 | Yes | multi-stem | Remove |
| 9 | Slash Pine | 15 | Yes | | Remove |
| 10 | Slash Pine | 17 | Yes | | Remove |
| 11 | Laurel Oak | 5 | Yes | multi-stem | Remove |
| 12 | Slash Pine | 19 | Yes | | Remove |
| 13 | Laurel Oak | 5 | Yes | | Remove |
| 14 | Laurel Oak | 9 | Yes | | Remove |
| 15 | Laurel Oak | 17 | Yes | | Remove |
| 16 | Laurel Oak | 8 | Yes | | Remove |
| 17 | Laurel Oak | 6 | Yes | | Remove |
| 18 | Laurel Oak | 6 | Yes | | Remove |
| 19 | Laurel Oak | 7 | Yes | | Remove |
| 20 | Laurel Oak | 17 | Yes | | Remove |
| 21 | Laurel Oak | 26 | Yes | | Remove |
| 22 | Slash Pine | 10 | Yes | | Remove |
| 23 | Slash Pine | 12 | Yes | | Remove |
| 24 | Laurel Oak | 21 | Yes | | Remove |
| 25 | Slash Pine | 15 | Yes | | Remove |
| 26 | Laurel Oak | 8 | Yes | | Remove |
| 27 | Slash Pine | 15 | Yes | | Remove |
| 28 | Laurel Oak | 9 | Yes | | Remove |
| * 29 | Laurel Oak | 7 | Yes | | Relocate |
| 30 | Laurel Oak | 10 | Yes | | Remove |
| 31 | Laurel Oak | 15 | Yes | | Remove |
| 32 | Laurel Oak | 12 | Yes | | Remove |
| 33 | Laurel Oak | 10 | Yes | | Remove |
| 34 | Slash Pine | 10 | Yes | | Remove |
| 35 | Slash Pine | 14 | Yes | | Remove |
| 36 | Laurel Oak | 7 | Yes | | Remove |
| 37 | Laurel Oak | 8 | Yes | | Remove |
| 38 | Slash Pine | 10 | Yes | | Remove |
| 39 | Laurel Oak | 7 | Yes | | Remove |
| 40 | Laurel Oak | 7 | Yes | | Remove |
| 41 | Laurel Oak | 7 | Yes | | Remove |
| 42 | Slash Pine | 13 | Yes | | Remove |
| 43 | Slash Pine | 13 | Yes | | Remove |
| 44 | Slash Pine | 13 | Yes | | Remove |
| 45 | Slash Pine | 10 | Yes | | Remove |
| 46 | Slash Pine | 19 | Yes | | Remove |
| 47 | Live Oak | 18 | Yes | | Remove |
| 48 | Live Oak | 5 | Yes | | Remove |
| 49 | Live Oak | 7 | Yes | | Remove |
| 50 | Live Oak | 8 | Yes | | Remove |
| 51 | Live Oak | 10 | Yes | multi-stem | Remove |
| 52 | Live Oak | 7 | Yes | | Remove |
| 53 | Live Oak | 14 | Yes | | Remove |
| 54 | Slash Pine | 23 | Yes | | Remove |
| 55 | Slash Pine | 14 | Yes | | Preserve |
| 56 | Slash Pine | 15 | Yes | | Preserve |
| 57 | Slash Pine | 16 | Yes | | Preserve |
| 58 | Live Oak | 5 | Yes | | Preserve |
| 59 | Live Oak | 12 | Yes | | Preserve |
| 60 | Live Oak | 8 | Yes | | Preserve |
| 61 | Live Oak | 8 | Yes | multi-stem | Preserve |
| 62 | Live Oak | 5 | Yes | | Preserve |
| 63 | Slash Pine | 16 | Yes | | Remove |
| 64 | Slash Pine | 16 | Yes | | Remove |
| 65 | Slash Pine | 12 | Yes | | Remove |
| 66 | Slash Pine | 14 | Yes | | Remove |
| 67 | Live Oak | 5 | Yes | multi-stem | Remove |
| 68 | Slash Pine | 17 | Yes | | Remove |
| 69 | Slash Pine | 11 | Yes | | Remove |
| 70 | Slash Pine | 24 | Yes | | Remove |
| 71 | Slash Pine | 14 | Yes | | Remove |
| 72 | Slash Pine | 10 | Yes | | Remove |
| 73 | Slash Pine | 15 | Yes | | Remove |
| 74 | Slash Pine | 13 | Yes | | Remove |
| 75 | Live Oak | 8 | Yes | | Remove |
| 76 | Slash Pine | 10 | Yes | | Remove |
| 77 | NA | | | | Remove |
| 78 | Slash Pine | 12 | Yes | | Remove |
| 79 | Live Oak | 6 | Yes | | Remove |
| 80 | Slash Pine | 10 | Yes | | Remove |
| 81 | Slash Pine | 14 | Yes | | Remove |
| 82 | Slash Pine | 12 | Yes | | Remove |
| 83 | Dahoon Holly | 5 | Yes | | Remove |
| 84 | Slash Pine | 11 | Yes | | Remove |
| 85 | Slash Pine | 15 | Yes | | Remove |
| 86 | Slash Pine | 17 | Yes | | Remove |
| 87 | Slash Pine | 10 | Yes | | Remove |
| 88 | Slash Pine | 10 | Yes | | Remove |
| 89 | Slash Pine | 15 | Yes | | Remove |
| 90 | Slash Pine | 16 | Yes | | Remove |
| 91 | Live Oak | 6 | Yes | | Remove |
| 92 | Live Oak | 7 | Yes | | Remove |
| 93 | Slash Pine | 11 | Yes | | Remove |
| 94 | Live Oak | 11 | Yes | | Remove |
| 95 | Live Oak | 8 | Yes | | Remove |
| 96 | Live Oak | 6 | Yes | | Remove |
| 97 | Slash Pine | 11 | Yes | | Remove |
| 98 | Slash Pine | 11 | Yes | | Remove |
| 99 | Slash Pine | 14 | Yes | | Remove |
| 100 | Live Oak | 6 | Yes | | Remove |
| 101 | Slash Pine | 19 | Yes | | Remove |
| 102 | Slash Pine | 15 | Yes | | Remove |
| 103 | Live Oak | 10 | Yes | | Remove |
| 104 | Slash Pine | 13 | Yes | | Remove |
| 105 | Slash Pine | 12 | Yes | | Remove |
| 106 | Dahoon Holly | 5 | Yes | | Remove |
| 107 | Slash Pine | 12 | Yes | | Remove |
| 108 | Laurel Oak | 8 | Yes | | Remove |
| 109 | Laurel Oak | 6 | Yes | | Remove |
| 110 | Slash Pine | 10 | Yes | | Remove |
| 111 | Slash Pine | 12 | Yes | | Remove |
| 112 | Slash Pine | 15 | Yes | | Remove |
| 113 | Slash Pine | 13 | Yes | | Remove |
| 114 | Live Oak | 6 | Yes | multi-stem | Remove |
| 115 | Slash Pine | 18 | Yes | | Remove |
| 116 | Slash Pine | 12 | Yes | | Remove |
| 117 | Slash Pine | 10 | Yes | | Remove |
| 118 | Live Oak | 6 | Yes | | Remove |
| 119 | Slash Pine | 13 | Yes | | Remove |
| * 120 | Live Oak | 7 | Yes | | Relocate |
| ** 121 | Live Oak | 7 | Yes | | Relocate |
| * 122 | Live Oak | 8 | Yes | | Relocate |
| 123 | Live Oak | 11 | Yes | | Remove |
| * 124 | Live Oak | 6 | Yes | | Relocate |
| 125 | Live Oak | 10 | Yes | | Remove |
| 126 | Live Oak | 8 | Yes | | Preserve |
| 127 | Live Oak | 21 | Yes | | Preserve |
| 128 | Live Oak | 17 | Yes | | Preserve |
| 129 | Slash Pine | 15 | Yes | | Preserve |
| 130 | Slash Pine | 17 | Yes | | Preserve |
| 131 | Live Oak | 19 | Yes | | Preserve |
| 132 | Slash Pine | 23 | Yes | | Remove |
| 133 | Slash Pine | 10 | Yes | | Remove |
| 134 | Live Oak | 11 | Yes | | Remove |
| 135 | Slash Pine | 12 | Yes | | Remove |
| 136 | Slash Pine | 15 | Yes | | Remove |
| 137 | Slash Pine | 11 | Yes | | Remove |
| 138 | Slash Pine | 11 | Yes | | Remove |
| 139 | Slash Pine | 9 | No | | Remove |
| 140 | Slash Pine | 17 | Yes | | Remove |
| 141 | Slash Pine | 10 | Yes | | Remove |
| 142 | Slash Pine | 10 | Yes | | Remove |
| 143 | Slash Pine | 15 | Yes | | Remove |
| 144 | Slash Pine | 10 | Yes | | Remove |
| 145 | Slash Pine | 34 | Yes | | Remove |
| 146 | Slash Pine | 11 | Yes | | Remove |
| 147 | Live Oak | 10 | Yes | | Remove |
| 148 | Live Oak | 7 | Yes | | Remove |
| 149 | Slash Pine | 22 | Yes | | Remove |
| 150 | Slash Pine | 13 | Yes | | Remove |
| 151 | Sand Oak | 4 | No | | Remove |
| 152 | Sand Oak | 6 | No | | Remove |
| 153 | Sand Oak | 11 | No | | Remove |
| 154 | Slash Pine | 35 | Yes | | Remove |
| 155 | Slash Pine | 12 | Yes | | Remove |
| 156 | Slash Pine | 14 | Yes | | Remove |
| 157 | Slash Pine | 11 | Yes | | Remove |
| 158 | Slash Pine | 34 | Yes | | Remove |
| 159 | Slash Pine | 10 | Yes | | Remove |
| 160 | Slash Pine | 13 | Yes | | Remove |
| 161 | Slash Pine | 11 | Yes | | Remove |
| 162 | Slash Pine | 18 | Yes | | Remove |
| 163 | Slash Pine | 34 | Yes | | Remove |
| 164 | Slash Pine | 35 | Yes | | Remove |
| 165 | Sand Oak | 6 | No | | Remove |
| 166 | Slash Pine | 16 | Yes | | Preserve |
| 167 | Slash Pine | 10 | Yes | | Preserve |
| 168 | Slash Pine | 15 | Yes | | Preserve |
| 169 | Slash Pine | 19 | Yes | | Preserve |
| 170 | Slash Pine | 19 | Yes | | Preserve |
| 171 | Slash Pine | 21 | Yes | | Remove |
| 172 | Slash Pine | 10 | Yes | | Remove |
| 173 | Slash Pine | 34 | Yes | | Remove |
| 174 | Slash Pine | 11 | Yes | | Remove |
| 175 | Slash Pine | 10 | Yes | | Remove |
| 176 | Slash Pine | 15 | Yes | | Remove |
| 177 | Slash Pine | 34 | Yes | | Remove |
| 178 | Sand Pine | 5 | No | | Remove |
| 179 | Sand Pine | 7 | No | | Remove |
| 180 | Sand Pine | 7 | No | | Remove |
| 181 | Sand Pine | 5 | No | | Remove |
| 182 | Sand Oak | 5 | No | | Remove |
| 183 | Sand Oak | 8 | No | | Remove |
| 184 | Slash Pine | 19 | Yes | | Remove |
| 185 | Slash Pine | 17 | Yes | | Remove |
| 186 | Slash Pine | 18 | Yes | | Remove |
| 187 | Slash Pine | 19 | Yes | | Remove |
| 188 | Sand Oak | 9 | No | | Remove |
| 189 | Sand Oak | 9 | No | | Remove |
| 190 | Sand Oak | 5 | No | | Remove |
| 191 | Sand Oak | 8 | No | | Remove |
| 192 | Sand Oak | 8 | No | | Remove |
| 193 | Sand Oak | 5 | No | | Remove |
| 194 | Sand Oak | 8 | No | | Remove |
| 195 | Slash Pine | 13 | Yes | | Remove |
| 196 | Slash Pine | 13 | Yes | | Remove |
| 197 | Slash Pine | 13 | Yes | | Preserve |
| 198 | Sand Oak | 4 | No | | Preserve |
| 199 | Sand Oak | 10 | No | | Preserve |
| 200 | Sand Oak | 11 | No | | Remove |
| 201 | Sand Oak | 11 | No | | Remove |
| 202 | Sand Oak | 7 | No | | Remove |
| 203 | Sand Oak | 7 | No | | Remove |
| 204 | Sand Oak | 12 | No | | Remove |
| 205 | Sand Oak | 5 | No | | Remove |
| 206 | Sand Oak | 5 | No | | Remove |
| 207 | Sand Oak | 9 | No | | Remove |
| 208 | Sand Oak | 11 | No | | Remove |
| 209 | Sand Oak | 9 | No | | Remove |
| 210 | Cedar | 10 | Yes | | Remove |
| 211 | Sand Oak | 10 | No | | Remove |
| 212 | Sand Oak | 9 | No | | Remove |
| 213 | Sand Oak | 6 | No | | Remove |
| 214 | Sand Oak | 4 | No | | Remove |
| 215 | Sand Oak | 5 | No | | Remove |
| 216 | Sand Oak | 7 | No | | Remove |
| 217 | Slash Pine | 17 | Yes | | Remove |
| 218 | Sand Pine | 8 | No | | Remove |
| 219 | Slash Pine | 30 | Yes | | Preserve |
| 220 | Slash Pine | 16 | Yes | | Remove |
| 221 | Slash Pine | 11 | Yes | | Preserve |
| 222 | Slash Pine | 15 | Yes | | Preserve |
| 223 | Slash Pine | 11 | Yes | | Preserve |
| 224 | Slash Pine | 16 | Yes | | Preserve |
| 225 | Slash Pine | 24 | Yes | | Preserve |
| 226 | Slash Pine | 18 | Yes | | Preserve |
| 227 | Slash Pine | 16 | Yes | | Preserve |
| 228 | Slash Pine | 18 | Yes | | Preserve |
| 229 | Slash Pine | 17 | Yes | | Preserve |
| 230 | Slash Pine | 16 | Yes | | Preserve |
| 231 | Slash Pine | 25 | Yes | | Preserve |
| 232 | Slash Pine | 14 | Yes | | Preserve |
| 233 | Slash Pine | 19 | Yes | | Preserve |
| 234 | Slash Pine | 16 | Yes | | Preserve |
| 235 | Slash Pine | 15 | Yes | | Off-site |
| 236 | Sand Oak | 12 | No | | Off-site |
| 237 | Slash Pine | 16 | Yes | | Remove |
| 238 | Sand Oak | 8 | No | | Remove |
| 239 | Slash Pine | 11 | Yes | | Preserve |
| 240 | Slash Pine | 18 | Yes | | Preserve |
| 241 | Slash Pine | 11 | Yes | | Preserve |
| 242 | Slash Pine | 20 | Yes | | Preserve |
| 243 | Berrian | 348 | Yes | multi-stem | Preserve |
| 244 | Sand Pine | 10 | Yes | | Off-site |
| 245 | Slash Pine | 16 | Yes | | Off-site |
| 246 | Slash Pine | 18 | Yes | | Off-site |
| 247 | Slash Pine | 20 | Yes | | Preserve |
| 248 | Slash Pine | 15 | Yes | | Preserve |
| 249 | Slash Pine | 16 | Yes | | Preserve |
| 250 | Sand Pine | 7 | Yes | | Preserve |
| 251 | Live Oak | 9 | Yes | | Preserve |
| 252 | Sand Pine | 9 | Yes | | Off-site |
| 253 | Live Oak | 8 | Yes | | Preserve |
| 254 | Slash Pine | 26 | Yes | | Preserve |

## Protected Tree Removal Summary

Protected Specimen Trees (Hardwood)

| | |
|---|---|
| Total Inches (DBH) to be Removed | 522 Inches |
| Total Inches (DBH) for Replacement (522 x 2.5) | 1,305 Inches |

Protected Specimen Pines (Softwood)

| | |
|---|---|
| Total Inches (DBH) to be Removed | 1,413 Inches |
| Total Inches (DBH) to be Replaced (1,429 x 1.5) | 2,143.5 Inches |

## Legend

- Ex. Trees to be Preserved
- * Ex. Trees to be Relocated (1 Laurel Oak & 4 Live Oaks)
- Ex. Trees to be Removed

## Notes

1. See Sheet LP-6 for applicable details and notes related to Tree Protection Barricades and Root Pruning / Tree Relocation.
2. See Sheet LP-3 for the location of Relocated Trees.
3. See Tree Mitigation data on Sheet LP-3 for proposed replacement inches.

Scale: 1" = 40'

0' 20' 40' 80' 120'

North

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# Stuart Ocean Townhomes

Florida

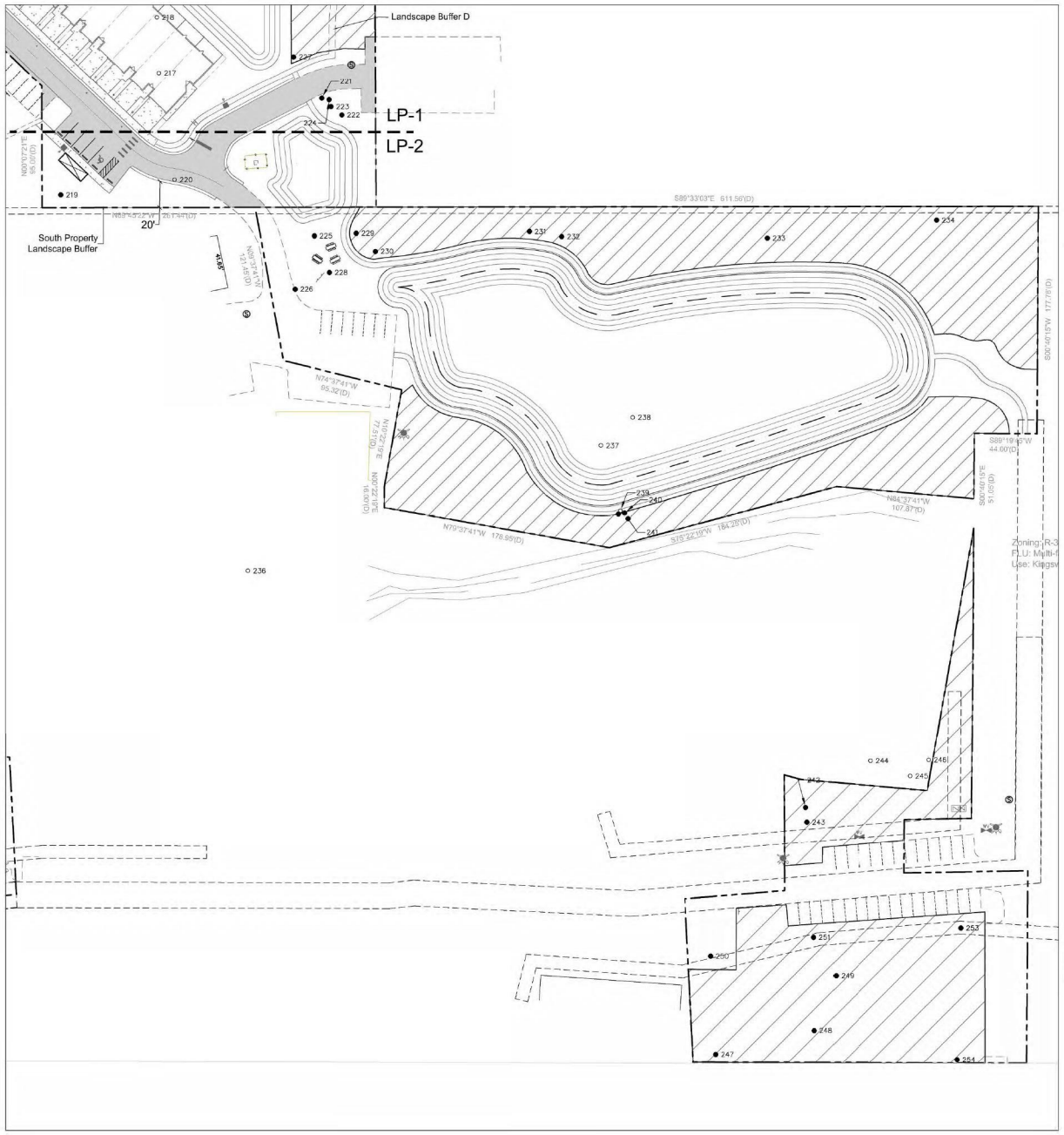
City of Stuart

Existing Tree Survey / Removal Plan

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Job No. 19005
Drawn By TT
Checked By MH
Approved By MH
Submittal Dates 9-20-19
12 05 19 1-16-20
Revision Dates 3-5-20

LP-1




## Existing Tree Chart

| Tree No. | Species | Size DBH | Protected | Description | Status |
|---|---|---|---|---|---|
| 1 | Laurel Oak | 22 | Yes | | Remove |
| 2 | Slash Pine | 18 | Yes | | Remove |
| 3 | Slash Pine | 10 | Yes | | Remove |
| 4 | Laurel Oak | 7 | Yes | | Remove |
| 5 | Slash Pine | 15 | Yes | | Remove |
| 6 | Laurel Oak | 12 | Yes | multi-stem | Remove |
| 7 | Laurel Oak | 5 | Yes | multi-stem | Remove |
| 8 | Laurel Oak | 5 | Yes | multi-stem | Remove |
| 9 | Slash Pine | 15 | Yes | | Remove |
| 10 | Slash Pine | 17 | Yes | | Remove |
| 11 | Laurel Oak | 5 | Yes | multi-stem | Remove |
| 12 | Slash Pine | 10 | Yes | | Remove |
| 13 | Laurel Oak | 5 | Yes | | Remove |
| 14 | Laurel Oak | 9 | Yes | | Remove |
| 15 | Laurel Oak | 17 | Yes | | Remove |
| 16 | Laurel Oak | 8 | Yes | | Remove |
| 17 | Laurel Oak | 6 | Yes | | Remove |
| 18 | Laurel Oak | 6 | Yes | | Remove |
| 19 | Laurel Oak | 7 | Yes | | Remove |
| 20 | Laurel Oak | 17 | Yes | | Remove |
| 21 | Laurel Oak | 26 | Yes | | Remove |
| 22 | Slash Pine | 10 | Yes | | Remove |
| 23 | Slash Pine | 12 | Yes | | Remove |
| 24 | Laurel Oak | 21 | Yes | | Remove |
| 25 | Slash Pine | 15 | Yes | | Remove |
| 26 | Laurel Oak | 8 | Yes | | Remove |
| 27 | Slash Pine | 15 | Yes | | Remove |
| 28 | Laurel Oak | 9 | Yes | | Remove |
| * 29 | Laurel Oak | 7 | Yes | | Relocate |
| 30 | Laurel Oak | 10 | Yes | | Remove |
| 31 | Laurel Oak | 15 | Yes | | Remove |
| 32 | Laurel Oak | 12 | Yes | | Remove |
| 33 | Laurel Oak | 10 | Yes | | Remove |
| 34 | Slash Pine | 10 | Yes | | Remove |
| 35 | Slash Pine | 14 | Yes | | Remove |
| 36 | Laurel Oak | 7 | Yes | | Remove |
| 37 | Laurel Oak | 8 | Yes | | Remove |
| 38 | Slash Pine | 10 | Yes | | Remove |
| 39 | Laurel Oak | 7 | Yes | | Remove |
| 40 | Laurel Oak | 7 | Yes | | Remove |
| 41 | Laurel Oak | 7 | Yes | | Remove |
| 42 | Slash Pine | 13 | Yes | | Remove |
| 43 | Slash Pine | 13 | Yes | | Remove |
| 44 | Slash Pine | 13 | Yes | | Remove |
| 45 | Slash Pine | 10 | Yes | | Remove |
| 46 | Slash Pine | 15 | Yes | | Remove |
| 47 | Live Oak | 18 | Yes | | Remove |
| 48 | Live Oak | 5 | Yes | | Remove |
| 49 | Live Oak | 7 | Yes | | Remove |
| 50 | Live Oak | 8 | Yes | | Remove |
| 51 | Live Oak | 10 | Yes | multi-stem | Remove |
| 52 | Live Oak | 7 | Yes | | Remove |
| 53 | Live Oak | 14 | Yes | | Remove |
| 54 | Slash Pine | 23 | Yes | | Remove |
| 55 | Slash Pine | 14 | Yes | | Preserve |
| 56 | Slash Pine | 15 | Yes | | Preserve |
| 57 | Slash Pine | 16 | Yes | | Preserve |
| 58 | Live Oak | 5 | Yes | | Preserve |
| 59 | Live Oak | 12 | Yes | | Preserve |
| 60 | Live Oak | 6 | Yes | | Preserve |
| 61 | Live Oak | 8 | Yes | multi-stem | Preserve |
| 62 | Live Oak | 5 | Yes | | Preserve |
| 63 | Slash Pine | 16 | Yes | | Remove |
| 64 | Slash Pine | 16 | Yes | | Remove |
| 65 | Slash Pine | 12 | Yes | | Remove |
| 66 | Slash Pine | 14 | Yes | | Remove |
| 67 | Live Oak | 5 | Yes | multi-stem | Remove |
| 68 | Slash Pine | 17 | Yes | | Remove |
| 69 | Slash Pine | 11 | Yes | | Remove |
| 70 | Slash Pine | 24 | Yes | | Remove |
| 71 | Slash Pine | 14 | Yes | | Remove |
| 72 | Slash Pine | 10 | Yes | | Remove |
| 73 | Slash Pine | 15 | Yes | | Remove |
| 74 | Slash Pine | 13 | Yes | | Remove |
| 75 | Live Oak | 8 | Yes | | Remove |
| 76 | Slash Pine | 10 | Yes | | Remove |
| 77 | NA | | Yes | | |
| 78 | Slash Pine | 12 | Yes | | Remove |
| 79 | Live Oak | 6 | Yes | | Remove |
| 80 | Slash Pine | 10 | Yes | | Remove |
| 81 | Slash Pine | 14 | Yes | | Remove |
| 82 | Slash Pine | 12 | Yes | | Remove |
| 83 | Dahoon Holly | 5 | Yes | | Remove |
| 84 | Slash Pine | 11 | Yes | | Remove |
| 85 | Slash Pine | 15 | Yes | | Remove |
| 86 | Slash Pine | 17 | Yes | | Remove |
| 87 | Slash Pine | 10 | Yes | | Remove |
| 88 | Slash Pine | 10 | Yes | | Remove |
| 89 | Slash Pine | 15 | Yes | | Remove |
| 90 | Slash Pine | 16 | Yes | | Remove |
| 91 | Live Oak | 6 | Yes | | Remove |
| 92 | Live Oak | 7 | Yes | | Remove |
| 93 | Slash Pine | 11 | Yes | | Remove |
| 94 | Live Oak | 11 | Yes | | Remove |
| 95 | Live Oak | 8 | Yes | | Remove |
| 96 | Live Oak | 6 | Yes | | Remove |
| 97 | Slash Pine | 11 | Yes | | Remove |
| 98 | Slash Pine | 11 | Yes | | Remove |
| 99 | Slash Pine | 14 | Yes | | Remove |
| 100 | Live Oak | 6 | Yes | | Remove |
| 101 | Slash Pine | 10 | Yes | | Remove |
| 102 | Slash Pine | 15 | Yes | | Remove |
| 103 | Live Oak | 10 | Yes | | Remove |
| 104 | Slash Pine | 13 | Yes | | Remove |
| 105 | Slash Pine | 12 | Yes | | Remove |
| 106 | Dahoon Holly | 5 | Yes | | Remove |
| 107 | Slash Pine | 12 | Yes | | Remove |
| 108 | Laurel Oak | 8 | Yes | | Remove |
| 109 | Laurel Oak | 6 | Yes | | Remove |
| 110 | Slash Pine | 10 | Yes | | Remove |
| 111 | Slash Pine | 12 | Yes | | Remove |
| 112 | Slash Pine | 15 | Yes | | Remove |
| 113 | Slash Pine | 13 | Yes | | Remove |
| 114 | Live Oak | 6 | Yes | multi-stem | Remove |
| 115 | Slash Pine | 18 | Yes | | Remove |
| 116 | Slash Pine | 12 | Yes | | Remove |
| 117 | Slash Pine | 10 | Yes | | Remove |
| 118 | Live Oak | 6 | Yes | | Remove |
| 119 | Slash Pine | 13 | Yes | | Remove |
| * 120 | Live Oak | 7 | Yes | | Relocate |
| * 121 | Live Oak | 7 | Yes | | Relocate |
| * 122 | Live Oak | 6 | Yes | | Relocate |
| 123 | Live Oak | 11 | Yes | | Remove |
| * 124 | Live Oak | 6 | Yes | | Relocate |
| 125 | Live Oak | 10 | Yes | | Remove |
| 126 | Live Oak | 6 | Yes | | Preserve |
| 127 | Live Oak | 21 | Yes | | Preserve |
| 128 | Live Oak | 17 | Yes | | Preserve |
| 129 | Slash Pine | 15 | Yes | | Preserve |
| 130 | Slash Pine | 17 | Yes | | Preserve |
| 131 | Live Oak | 19 | Yes | | Preserve |
| 132 | Slash Pine | 23 | Yes | | Remove |
| 133 | Slash Pine | 10 | Yes | | Remove |
| 134 | Live Oak | 11 | Yes | | Remove |
| 135 | Slash Pine | 12 | Yes | | Remove |
| 136 | Slash Pine | 15 | Yes | | Remove |
| 137 | Slash Pine | 11 | Yes | | Remove |
| 138 | Slash Pine | 11 | Yes | | Remove |
| 139 | Slash Pine | 9 | No | | Remove |
| 140 | Slash Pine | 17 | Yes | | Remove |
| 141 | Slash Pine | 18 | Yes | | Remove |
| 142 | Slash Pine | 10 | Yes | | Remove |
| 143 | Slash Pine | 15 | Yes | | Remove |
| 144 | Slash Pine | 10 | Yes | | Remove |
| 145 | Slash Pine | 14 | Yes | | Remove |
| 146 | Slash Pine | 11 | Yes | | Remove |
| 147 | Live Oak | 10 | Yes | | Remove |
| 148 | Live Oak | 7 | Yes | | Remove |
| 149 | Slash Pine | 22 | Yes | | Remove |
| 150 | Slash Pine | 13 | Yes | | Remove |
| 151 | Sand Oak | 4 | No | | Remove |
| 152 | Sand Oak | 6 | No | | Remove |
| 153 | Sand Oak | 11 | No | | Remove |
| 154 | Slash Pine | 15 | Yes | | Remove |
| 155 | Slash Pine | 12 | Yes | | Remove |
| 156 | Slash Pine | 14 | Yes | | Remove |
| 157 | Slash Pine | 11 | Yes | | Remove |
| 158 | Slash Pine | 14 | Yes | | Remove |
| 159 | Slash Pine | 13 | Yes | | Remove |
| 160 | Slash Pine | 13 | Yes | | Remove |
| 161 | Slash Pine | 11 | Yes | | Remove |
| 162 | Slash Pine | 18 | Yes | | Remove |
| 163 | Slash Pine | 14 | Yes | | Remove |
| 164 | Slash Pine | 15 | Yes | | Remove |
| 165 | Sand Oak | 6 | No | | Remove |
| 166 | Slash Pine | 18 | Yes | | Preserve |
| 167 | Slash Pine | 10 | Yes | | Preserve |
| 168 | Slash Pine | 15 | Yes | | Preserve |
| 169 | Slash Pine | 19 | Yes | | Preserve |
| 170 | Slash Pine | 19 | Yes | | Preserve |
| 171 | Slash Pine | 21 | Yes | | Remove |
| 172 | Slash Pine | 19 | Yes | | Remove |
| 173 | Slash Pine | 14 | Yes | | Remove |
| 174 | Slash Pine | 11 | Yes | | Remove |
| 175 | Slash Pine | 10 | Yes | | Remove |
| 176 | Slash Pine | 15 | Yes | | Remove |
| 177 | Slash Pine | 14 | Yes | | Remove |
| 178 | Sand Pine | 5 | No | | Remove |
| 179 | Sand Pine | 7 | No | | Remove |
| 180 | Sand Pine | 7 | No | | Remove |
| 181 | Sand Pine | 5 | No | | Remove |
| 182 | Sand Oak | 5 | No | | Remove |
| 183 | Sand Oak | 8 | No | | Remove |
| 184 | Slash Pine | 19 | Yes | | Remove |
| 185 | Slash Pine | 17 | Yes | | Remove |
| 186 | Slash Pine | 18 | Yes | | Remove |
| 187 | Slash Pine | 19 | Yes | | Remove |
| 188 | Sand Oak | 9 | No | | Remove |
| 189 | Sand Oak | 9 | No | | Remove |
| 190 | Sand Oak | 5 | No | | Remove |
| 191 | Sand Oak | 8 | No | | Remove |
| 192 | Sand Oak | 8 | No | | Remove |
| 193 | Sand Oak | 5 | No | | Remove |
| 194 | Sand Oak | 8 | No | | Remove |
| 195 | Slash Pine | 13 | Yes | | Remove |
| 196 | Slash Pine | 13 | Yes | | Remove |
| 197 | Slash Pine | 13 | Yes | | Preserve |
| 198 | Sand Oak | 4 | No | | Preserve |
| 199 | Sand Oak | 10 | No | | Preserve |
| 200 | Sand Oak | 11 | No | | Remove |
| 201 | Sand Oak | 11 | No | | Remove |
| 202 | Sand Oak | 7 | No | | Remove |
| 203 | Sand Oak | 7 | No | | Remove |
| 204 | Sand Oak | 12 | No | | Remove |
| 205 | Sand Oak | 5 | No | | Remove |
| 206 | Sand Oak | 5 | No | | Remove |
| 207 | Sand Oak | 5 | No | | Remove |
| 208 | Sand Oak | 11 | No | | Remove |
| 209 | Sand Oak | 9 | No | | Remove |
| 210 | Cedar | 10 | Yes | | Remove |
| 211 | Sand Oak | 10 | No | | Remove |
| 212 | Sand Oak | 9 | No | | Remove |
| 213 | Sand Oak | 6 | No | | Remove |
| 214 | Sand Oak | 4 | No | | Remove |
| 215 | Sand Oak | 5 | No | | Remove |
| 216 | Sand Oak | 7 | No | | Remove |
| 217 | Slash Pine | 17 | Yes | | Remove |
| 218 | Sand Pine | 8 | No | | Remove |
| 219 | Slash Pine | 20 | Yes | | Preserve |
| 220 | Slash Pine | 16 | Yes | | Remove |
| 221 | Slash Pine | 11 | Yes | | Preserve |
| 222 | Slash Pine | 15 | Yes | | Preserve |
| 223 | Slash Pine | 11 | Yes | | Preserve |
| 224 | Slash Pine | 15 | Yes | | Preserve |
| 225 | Slash Pine | 24 | Yes | | Preserve |
| 226 | Slash Pine | 18 | Yes | | Preserve |
| 227 | Slash Pine | 16 | Yes | | Preserve |
| 228 | Slash Pine | 18 | Yes | | Preserve |
| 229 | Slash Pine | 17 | Yes | | Preserve |
| 230 | Slash Pine | 16 | Yes | | Preserve |
| 231 | Slash Pine | 29 | Yes | | Preserve |
| 232 | Slash Pine | 14 | Yes | | Preserve |
| 233 | Slash Pine | 22 | Yes | | Preserve |
| 234 | Slash Pine | 16 | Yes | | Preserve |
| 235 | Slash Pine | 25 | Yes | | Off-site |
| 236 | Sand Oak | 12 | No | | Off-site |
| 237 | Slash Pine | 16 | Yes | | Remove |
| 238 | Sand Oak | 8 | No | | Remove |
| 239 | Slash Pine | 32 | Yes | | Preserve |
| 240 | Slash Pine | 16 | Yes | | Preserve |
| 241 | Slash Pine | 11 | Yes | | Preserve |
| 242 | Slash Pine | 20 | Yes | | Preserve |
| 243 | Banyan | 348 | Yes | multi-stem | Preserve |
| 244 | Sand Pine | 10 | Yes | | Off-site |
| 245 | Slash Pine | 16 | Yes | | Off-site |
| 246 | Slash Pine | 18 | Yes | | Off-site |
| 247 | Slash Pine | 20 | Yes | | Preserve |
| 248 | Slash Pine | 15 | Yes | | Preserve |
| 249 | Slash Pine | 16 | Yes | | Preserve |
| 250 | Sand Pine | 7 | Yes | | Preserve |
| 251 | Live Oak | 9 | Yes | | Preserve |
| 252 | Sand Pine | 9 | Yes | | Off-site |
| 253 | Live Oak | 8 | Yes | | Preserve |
| 254 | Slash Pine | 34 | Yes | | Preserve |

## Protected Tree Removal Summary

Protected Specimen Trees (Hardwood)

| | |
|---|---|
| Total Inches (DBH) to be Removed | 522 Inches |
| Total Inches (DBH) for Replacement (522 x 2.5) | 1,305 Inches |

Protected Specimen Pines (Softwood)

| | |
|---|---|
| Total Inches (DBH) to be Removed | 1,413 Inches |
| Total Inches (DBH) to be Replaced (1,429 x 1.5) | 2,143.5 Inches |

## Legend

- Ex. Trees to be Preserved
- * Ex. Trees to be Relocated (1 Laurel Oak & 4 Live Oaks)
- Ex. Trees to be Removed

## Notes

1. See Sheet LP-6 for applicable details and notes related to Tree Protection Barricades and Root Pruning / Tree Relocation.
2. See Sheet LP-3 for the location of Relocated Trees.
3. See Tree Mitigation data on Sheet LP-3 for proposed replacement inches.

Scale: 1" = 40'

0' 20' 40' 80' 120'

North

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LA 0000905

# Stuart Ocean Townhomes

Florida

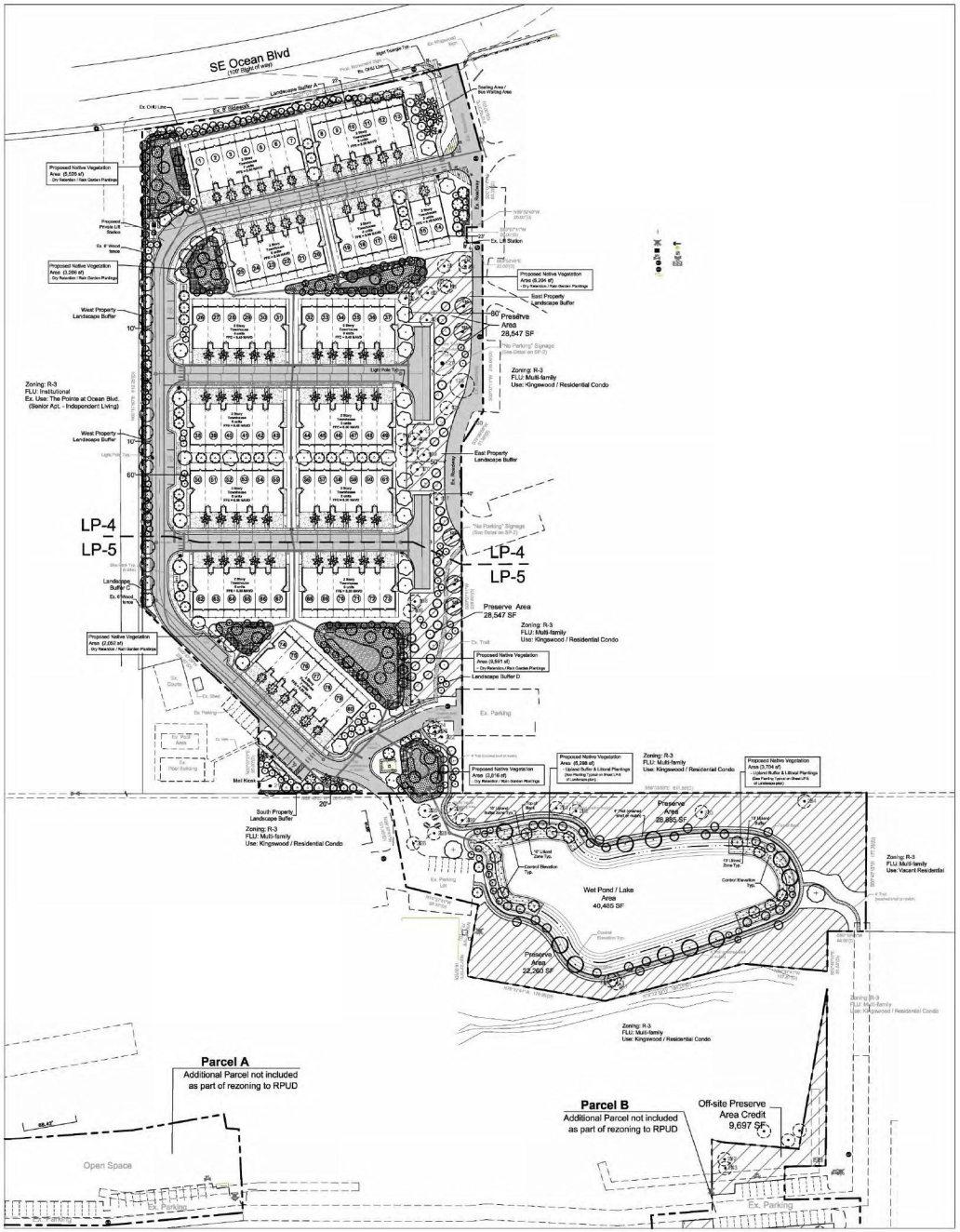
City of Stuart

Existing Tree Survey / Removal Plan

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Job No. 19005
Drawn By TT
Checked By MH
Approved By MH
Submittal Dates 9-20-19
12 05 19 1-16-20
Revision Dates 3-5-20

LP-2




## Landscape Data

| | |
|---|---|
| Total Site Area | 11.04 Ac. / 481,103 sf |
| Future Land Use | Multi-family Residential |
| Existing Zoning | R-3 |
| Proposed Zoning | RPUD |
| Proposed Use | 2-Story / Single Family Townhomes |
| Proposed Dwelling Units | 80 |

### Required Landscape Area (20% of the total site gross area)

| | |
|---|---|
| Total Gross Site Area | 11.04 Ac. / 481,103 sf |
| Required Area (481,103 sf x 20%) | 2.21 Ac. / 96,221 sf |
| Provided Area | 5.33 Ac. / 232,255 sf (48%) |

### 1 Tree per 1,500 sf of Development Site ( Min. 50% Shade Trees)

| | |
|---|---|
| Development Site (excludes ex. on-site preserve area) | 401,411 sf (9.21 Ac.) |
| **Total Trees Required** (401,411 sf / 1,500 sf) | **268 Total Trees** |
| Total Shade Trees Required (268 Trees x 50%) | 134 Trees |
| **Total Trees Provided** | **393 Total Trees** |
| 4.5" DBH Shade Trees | 163 Trees |
| 2.5" DBH Shade Trees | 88 Trees |
| Palms @ 1:1 Ratio | 30 Trees |
| Palms @ 2:1 Ratio | 112 Trees (224 Palms / 2) |
| | 393 Total Trees |

## Perimeter Landscape Buffers

### North Property Landscape Buffer- Adjacent to SE Ocean Blvd :

No Landscape Buffer required by city code
- Sec. 6.04.08. B.2. : 10' Landscape strip between abutting Right of Way and parking areas.
- No parking areas are being proposed abutting SE Ocean Blvd.

| | |
|---|---|
| Buffer Provided : | 22' |
| Trees Required: | Not Applicable |
| Trees Provided: | 36 Trees |
| Trees | 19 Trees |
| Palms @ 1:1 Ratio | 3 Trees |
| Palms @ 2:1 Ratio | 14 Trees (28 Palms / 2) |
| Trees Provided | 36 Trees |

### East Property Landscape Buffer - Adjacent to Existing Multi-family

( Buffer not required for Proposed Single Family Dev. abutting Multi-family)

Multi-family abutting Multi-family Buffer Requirement - 672 LF

| | |
|---|---|
| Buffer Width: | 35' ( 25' + 10' for each additional bldg. story) |
| Buffer Screen: | 8.75' ( 35' Buffer Width x 25%) |
| Trees: | 22 Trees ( 1 tree per 30 LF) |
| Buffer Provided : | 50' Average, Enhanced Native Upland Preserve Area which includes 60 additional provided trees |

### West Property Landscape Buffer - Adjacent to Existing Multi-family

( Buffer not required for Proposed Single Family Dev. abutting Multi-family)

Multi-family abutting Multi-family Buffer Requirement - 612 LF

| | |
|---|---|
| Buffer Width: | 35' ( 25' + 10' for each additional bldg. story) |
| Buffer Screen: | 8.75' ( 35' Buffer Width x 25%) |
| Trees: | 21 Trees ( 1 tree per 30 LF) |
| Buffer Provided : | 10' |
| Trees Provided : | 36 Trees |
| Trees | 25 Trees |
| Palms @ 2:1 Ratio | 11 Trees (22 Palms / 2) |
| Trees Provided | 36 Trees |

### South Property Landscape Buffer - Adjacent to Existing Multi-family

( Buffer not required for Proposed Single Family Dev. abutting Multi-family)

Multi-family abutting Multi-family Buffer Requirement - 147 LF

| | |
|---|---|
| Buffer Width: | 35' ( 25' + 10' for each additional bldg. story) |
| Buffer Screen: | 8.75' ( 35' Buffer Width x 25%) |
| Trees: | 5 Trees ( 1 tree per 30 LF) |
| Buffer Provided : | 20' Average |
| Trees Provided : | 11 Trees |
| Trees | 7 Trees |
| Ex. Trees | 1 Tree (Ex. Pine # 219) |
| Palms @ 2:1 Ratio | 3 Trees (6 Palms / 2) |
| Trees Provided | 11 Trees |

## Interior / Parking Area Landscape Requirements

Interior / Terminal Landscape Island Requirement:

Each interior island shall contain a min. of 1 tree and a combination of shrubs, ground cover, grass and mulch. Hedge material used must be maintained at a max. height of 24". Not less than 50% of trees used in parking area interior landscaping shall be shade trees.

| | |
|---|---|
| Trees Required: | 8 Trees |
| Trees Provided: | 8 Trees |
| Shade Trees | 6 Trees (75%) |
| Palms @ 2:1 Ratio | 2 Trees (4 Palms / 2) |
| Trees Provided | 8 Trees |

## Tree Replacement / Mitigation Data

Protected Specimen Trees (Hardwood):

| | |
|---|---|
| Inches to be Removed | 522 Inches |
| Required Replacement Inches (522 x 2.5) | 1,305 Inches |
| Provided On-site Replacement Inches | 733.5 Inches |
| Total Amount to be paid into the City's Tree Fund | $111,125.00 |

City's Tree Fund Calculation:

571.5" (Remaining Inches ) / 4.5" (Min. Size to Replace) = 127 Trees

127 Trees x $875 Each (175% of Average Plant Finder Cost of Tree)

* Applicant proposes to use the tree fund contribution for improvements to the existing community

Protected Specimen Pines (Softwood):

| | |
|---|---|
| Inches to be Removed | 1,429 Inches |
| Required Replacement Inches (1,429 x 1.5) | 2,143.5 Inches |
| Provided On-site Replacement Inches | 2,147 Inches |

* Note: See Tree Schedule on Sheet LP-6 for total provided mitigation inches per tree

## Legend

Relocated Trees (1 Laurel Oak & 4 Live Oaks)

Existing Trees to be Preserved

*Note: See Existing Tree Chart on Sheet LP-1 for more detailed info

Scale: 1" = 70'

0' 35' 70' 140' 210'

North

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# Stuart Ocean Townhomes

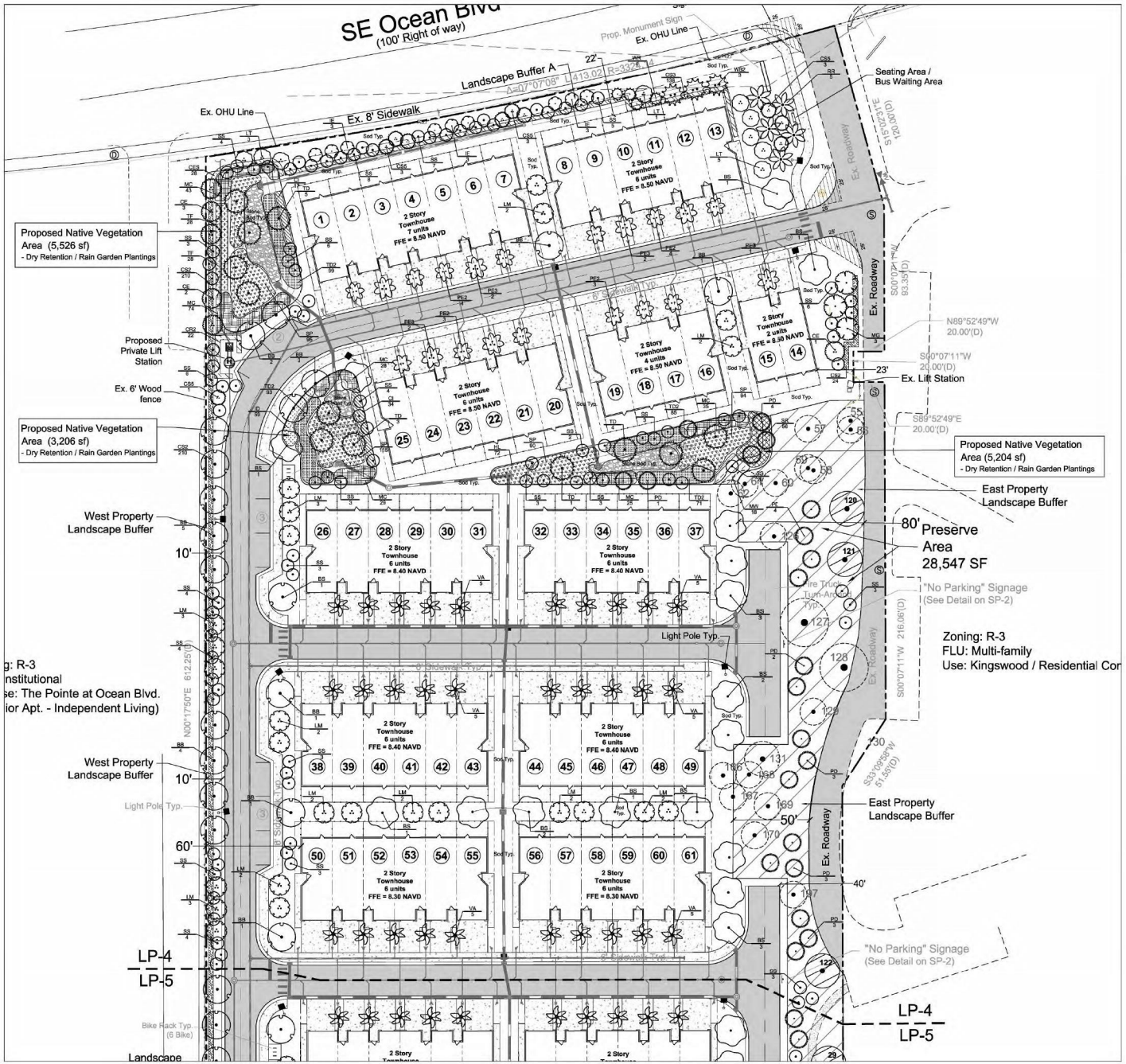
City of Stuart Florida

Landscape Plan

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| | |
|---|---|
| Job No. | 19005 |
| Drawn By | TT |
| Checked By | MH |
| Approved By | MH |
| Submittal Dates | 9-20-19 |
| | 12-05-19 1-16-20 |
| Revision Dates | 3-5-20 |

LP-3




| ABBREVIATED TREE SCHEDULE | | | |
|---|---|---|---|
| TREES (2.5" DBH) | CODE | QTY | BOTANICAL / COMMON NAME |
| | IE | 9 | Ilex x attenuata 'Eagleston' / Eagleston Holly |
| | PD | 68 | Pinus elliotti 'Densa' / Slash Pine |
| | TD3 | 11 | Taxodium distichum / Bald Cypress |
| TREES (4.5" DBH) | CODE | QTY | BOTANICAL / COMMON NAME |
| | BB | 28 | Bucida buceras 'Shady Lady' / Shady Lady Black Olive |
| | BS | 25 | Bursera simaruba / Gumbo Limbo |
| | CE | 13 | Conocarpus erectus / Green Buttonwood |
| | CES | 13 | Conocarpus erectus 'Sericeus' / Silver Buttonwood |
| | DR | 2 | Delonix regia / Royal Poinciana |
| | LM | 33 | Lagerstroemia fauriei `Muskogee` / Muskogee Crape Myrtle |
| | LT | 9 | Lagerstroemia fauriei 'Tuscarora' / Crape Myrtle Coral Pink |
| | MG | 4 | Magnolia grandiflora 'D.D. Blanchard' / Southern Magnolia |
| | OV | 10 | Quercus virginiana / Southern Live Oak |
| | TD | 26 | Taxodium distichum / Bald Cypress |
| PALM TREES | CODE | QTY | BOTANICAL / COMMON NAME |
| | PE2 | 17 | Ptychosperma elegans / Alexander Palm |
| | PE3 | 10 | Ptychosperma elegans / Alexander Palm |
| | RR | 5 | Roystonea regia / Royal Palm |
| | SS | 172 | Sabal palmetto / Cabbage Palm |
| | VA | 43 | Veitchia arecina / Montgomery Palm |
| | WR | 4 | Washingtonia robusta / Mexican Fan Palm |
| | WB2 | 3 | Wodyetia bifurcata / Foxtail Palm |

NOTE: These are abbreviated Tree & Shrub Schedules.
See Sheet LP-6 for Schedules with Specifications.

| ABBREVIATED SHRUB SCHEDULE | | |
|---|---|---|
| GRASSES / GROUNDCOVERS | QTY | BOTANICAL / COMMON NAME |
| HL | 333 | Hymenocallis latifolia / Spider Lily |
| MC | 467 | Muhlenbergia capillaris / Pink Muhly |
| SP | 1,145 | Spartina bakeri / Sand Cord Grass |
| TF | 80 | Tripsacum dactyloides / Fakahatchee Grass |
| TD2 | 497 | Tripsacum floridanum / Dwarf Fakahatchee |
| | | |
| SHRUBS | QTY | BOTANICAL / COMMON NAME |
| CI | 168 | Chrysobalanus icaco / Cocoplum |
| CIR2 | 22 | Chrysobalanus icaco 'Red Tip' / Red Tip Cocoplum |
| CS3 | 138 | Clusia guttifera / Small-Leaf Clusia |
| CS2 | 280 | Clusia guttifera / Small-Leaf Clusia |
| CES | 51 | Conocarpus erectus `sericeus` / Silver Buttonwood |
| ID | 59 | Ilex vomitoria 'Schillings Dwarf' / Dwarf Schillings Holly |
| MW | 31 | Myrica cerifera / Wax Myrtle |
| SR | 90 | Serenoa repens / Saw Palmetto |

## Legend

- # — Relocated Trees (1 Laurel Oak & 4 Live Oaks)
- # — Existing Trees to be Preserved

*Note: See Existing Tree Chart on Sheet LP-1 for more detailed info

Scale: 1" = 30'

0' 15' 30' 60' 90'

North


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LA 0000905


# Stuart Ocean Townhomes

Florida

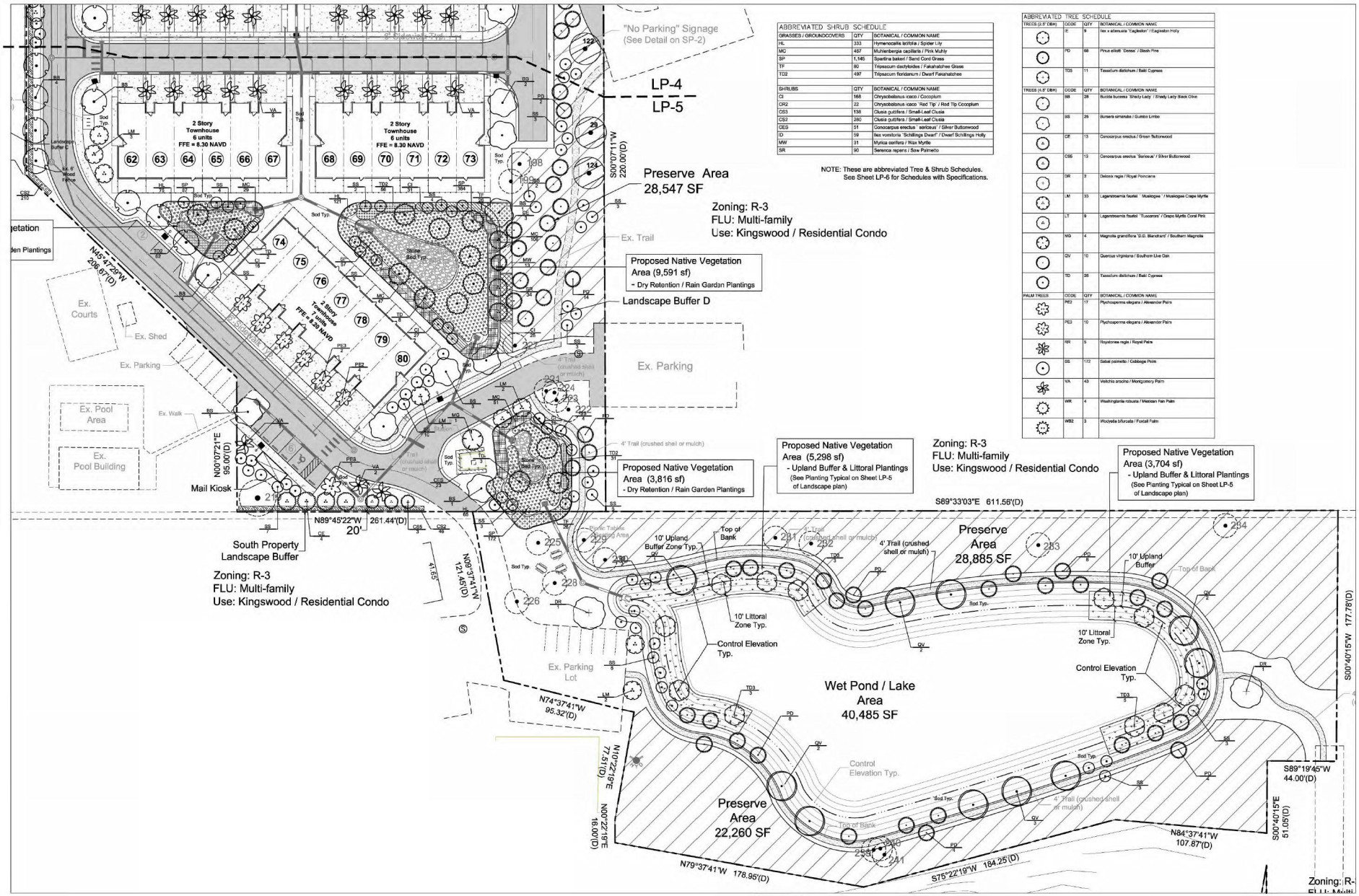
City of Stuart

Landscape Plan


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Job No. 19005
Drawn By TT
Checked By MH
Approved By MH
Submittal Dates 9-20-19
12-05-19 1-16-20
Revision Dates 3-5-20

LP-4




ABBREVIATED SHRUB SCHEDULE

| GRASSES / GROUNDCOVERS | QTY | BOTANICAL / COMMON NAME |
|---|---|---|
| HL | 333 | Hymenocallis latifolia / Spider Lily |
| MC | 497 | Muhlenbergia capillaris / Pink Muhly |
| SP | 1,140 | Spartina bakeri / Sand Cord Grass |
| TF | 90 | Tripsacum dactyloides / Fakahatchee Grass |
| TD2 | 497 | Tripsacum floridanum / Dwarf Fakahatchee |
| SHRUBS | QTY | BOTANICAL / COMMON NAME |
| CI | 168 | Chrysobalanus icaco / Cocoplum |
| CR2 | 22 | Chrysobalanus icaco 'Red Tip' / Red Tip Cocoplum |
| CS3 | 136 | Clusia guttifera / Small-Leaf Clusia |
| CS2 | 280 | Clusia guttifera / Small-Leaf Clusia |
| CES | 51 | Conocarpus erectus ' sericeus' / Silver Buttonwood |
| ID | 59 | Ilex vomitoria 'Schillings Dwarf' / Dwarf Schillings Holly |
| MW | 31 | Myrica cerifera / Wax Myrtle |
| SR | 90 | Serenoa repens / Saw Palmetto |

NOTE: These are abbreviated Tree & Shrub Schedules.
See Sheet LP-6 for Schedules with Specifications.

ABBREVIATED TREE SCHEDULE

| TREES (2.5" DBH) | CODE | QTY | BOTANICAL / COMMON NAME |
|---|---|---|---|
| | IE | 9 | Ilex x attenuata 'Eagleston' / Eagleston Holly |
| | PD | 68 | Pinus elliott 'Densa' / Slash Pine |
| | TD5 | 11 | Taxodium distichum / Bald Cypress |
| TREES (4.5" DBH) | CODE | QTY | BOTANICAL / COMMON NAME |
| | BB | 28 | Bucida buceras 'Shady Lady' / Shady Lady Black Olive |
| | BS | 26 | Bursera simaruba / Gumbo Limbo |
| | CE | 13 | Conocarpus erectus / Green Buttonwood |
| | CES | 13 | Conocarpus erectus 'Sericeus' / Silver Buttonwood |
| | DR | 2 | Delonix regia / Royal Poinciana |
| | LM | 33 | Lagerstroemia fauriei ' Muskogee ' / Muskogee Crape Myrtle |
| | LT | 9 | Lagerstroemia fauriei 'Tuscarora' / Crape Myrtle Coral Pink |
| | MG | 4 | Magnolia grandiflora 'D.D. Blanchard' / Southern Magnolia |
| | QV | 10 | Quercus virginiana / Southern Live Oak |
| | TD | 26 | Taxodium distichum / Bald Cypress |
| PALM TREES | CODE | QTY | BOTANICAL / COMMON NAME |
| | PE2 | 17 | Ptychosperma elegans / Alexander Palm |
| | PE3 | 10 | Ptychosperma elegans / Alexander Palm |
| | RR | 5 | Roystonea regia / Royal Palm |
| | SS | 172 | Sabal palmetto / Cabbage Palm |
| | VA | 43 | Veitchia arecina / Montgomery Palm |
| | WR | 4 | Washingtonia robusta / Mexican Fan Palm |
| | WB2 | 3 | Wodyetia bifurcata / Foxtail Palm |

Legend

Relocated Trees
(1 Laurel Oak & 4 Live Oaks)

Existing Trees to be Preserved

*Note: See Existing Tree Chart on Sheet LP-1 for more detailed info

Scale: 1" = 30'

0' 15' 30' 60' 90'

North


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# Stuart Ocean Townhomes

Florida

City of Stuart

Landscape Plan


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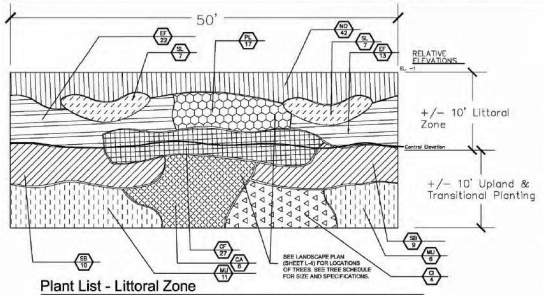

| | |
|---|---|
| Job No. | 19005 |
| Drawn By | TT |
| Checked By | MH |
| Approved By | MH |
| Submittal Dates | 9-20-19, 12-05-19, 1-16-20 |
| Revision Dates | 3-5-20 |

LP-5

05262020 CC M

## 50' Section of Typical Lake Littoral & Upland Buffer Planting Zone - 20' Width

N.T.S.




### Plant List - Littoral Zone

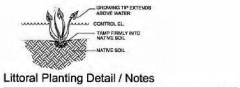
| QTY (60' TYP) | QTY (TOTAL) | SYMBOL | SPECIES(BOTANICAL/COMMON) | SPECIFICATION |
|---|---|---|---|---|
| 14 | 130 | SL* | SAGITTARIA LATIFOLIA / DUCK POTATO | 2' O.C., BARE ROOT |
| 42 | 391 | NO* | NYMPHEA ODORATA / FRAGRANT WATER LILY | 2' O.C., BARE ROOT |
| 35 | 326 | EF* | ELEOCHARIS FLAVESCENS / SPIKE RUSH | 2' O.C., BARE ROOT |
| 27 | 251 | CP* | CANNA FLACCIDA / GOLDEN CANNA LILY | 2' O.C., BARE ROOT |
| 17 | 158 | PL* | PONTEDERIA LANCEOLATA / PICKEREL WEED | 2' O.C., BARE ROOT |

### Plant List - Upland Buffer Zone

| QTY (60' TYP) | QTY (TOTAL) | SYMBOL | SPECIES(BOTANICAL/COMMON) | SPECIFICATION |
|---|---|---|---|---|
| 19 | 177 | SB* | SPARTINA BAKERI / SMOOTH CORDGRASS | 3' O.C., 1 GAL., FULL |
| 6 | 56 | CA* | CALLICARPA AMERICIANA / BEAUTYBERRY | 6' O.C., 3 GAL., FULL |
| 17 | 158 | MU* | MUHLENBERGIA CAPILLARIS / MUHLY GRASS | 3' O.C., 1 GAL., FULL |
| 4 | 37 | CI* | CHRYSOBALANUS ICACO / COCOPLUM | 5' O.C., 3 GAL., FULL |

**=FLORIDA NATIVE

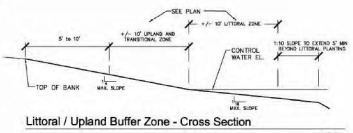
* QUANTITIES ARE FOR A TYPICAL 50' SECTION. LINEAR FOOTAGE OF LITTORAL / UPLAND BUFFER SHOWN AROUND PERIMETER OF LAKE IS 463 LF. THEREFORE QUANTITIES SHOULD BE MULTIPLIED BY 9.3 (463 LF / 50) . SEE LANDSCAPE PLAN (SHEET LP-5) FOR LOCATION OF REQUIRED TREES. SEE TREE SCHEDULE FOR SIZE AND SPECIFICATIONS.




### Littoral Planting Detail / Notes

N.T.S.

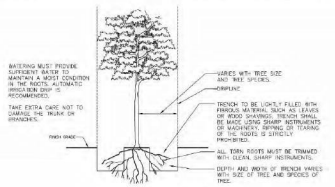
1. ALL PLANT MATERIALS SHALL BE PLANTED AND MAINTAINED IN A NATURAL ARRANGEMENT.
2. LITTORAL PLANTING ESTABLISHMENT SHALL BE COMPLETED ON STABILIZED SLOPES CONFORMING TO GRADES SET FROM CONTROL ELEVATION AND THE APPROVED CONSTRUCTION DRAWINGS.
3. PLANT SPECIES MAY BE SUBSTITUTED WITH SIMILAR NATIVE SPECIES INDIGENOUS TO THE REGION BASED ON AVAILABILITY FROM LOCAL NATIVE NURSERIES.
4. THE SLOPES OF CONSTRUCTED LAKE FROM THE TOP OF THE BANK TO THE CONTROL ELEVATION SHALL BE IMMEDIATELY STABILIZED AND / OR SODDED TO THE SATISFACTION OF THE GROWTH MANAGEMENT DEPTARTMENT UPON COMPLETION OF THE LAKE CONSTRUCTION.



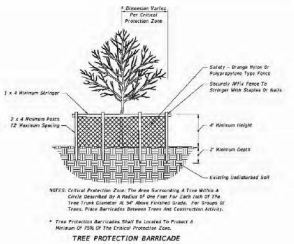

### Littoral / Upland Buffer Zone - Cross Section

N.T.S.

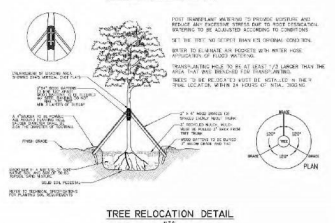
## Root Pruning / Tree Relocation Chart & Details




ROOT PRUNING DETAIL




TREE PROTECTION BARRICADE

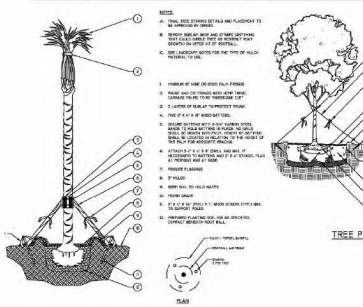



TREE RELOCATION DETAIL

N.T.S.

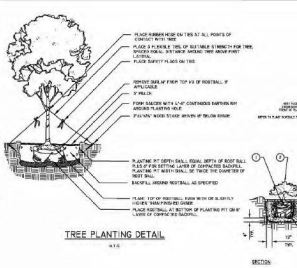
| CODE # | TREE SPECIES | TREE D.B.H. | ROOTBALL DIAMETER | TRANSPLANTING HOLE SIZE (Min.) | MIN. WAITING TIME BETWEEN ROOT PRUNING & RELOCATION |
|---|---|---|---|---|---|
| 29 | Laurel Oak | 7" DBH | 70" DIA. | 93" DIA. | 2 Months (8 weeks) |
| 120 | Live Oak | 7" DBH | 70" DIA. | 93" DIA. | 2 Months (8 weeks) |
| 121 | Live Oak | 7" DBH | 70" DIA. | 93" DIA. | 2 Months (8 weeks) |
| 122 | Live Oak | 6" DBH | 60" DIA. | 80" DIA. | 2 Months (8 weeks) |
| 124 | Live Oak | 6" DBH | 60" DIA. | 80" DIA. | 2 Months (8 weeks) |

## Planting / Landscape Details



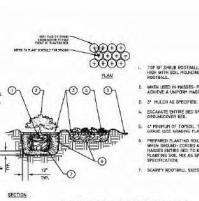

PALM TREE PLANTING

N.T.S.




TREE PLANTING DETAIL

N.T.S.




SHRUB/GROUNDCOVER PLANTING

N.T.S.

## Xeriscape Landscape Requirement

To obtain a development permit, an applicant shall attain a minimum of 50 points from the following table of design options. As used in the table, "turf" means the list of drought tolerant species set forth in the most current South Florida Water Management District's Waterwise, South Florida Landscapes, Landscaping to Promote Water Conservation Using the Principles of Xeriscape.

| Design Options: | Points | Points Received |
|---|---|---|
| (1) Utilization of moisture sensing controller other than rain switch | 5 | 5 |
| (2) Plan submitted with low, moderate and high water usage zones indicated on the landscape plan | 5 | |
| (3) Grasses / ground covers: | | |
| 25 - 50 % of the grasses / ground covers are made up of drought tolerant species from the list | 5 | |
| 51 % or more of the grasses / ground covers are made up of drought tolerant species from the list | 10 | 10 |
| (4) Shrubs: | | |
| 25 - 50 % of the required shrubs are made up of drought tolerant species from the list | 5 | |
| 51 % or more of the required shrubs are made up of drought tolerant species from the list | 10 | 10 |
| (5) Trees: | | |
| 25 - 50 % of the required trees are made up of drought tolerant species from the list | 5 | |
| 51 % or more of the required trees are made up of drought tolerant species from the list | 10 | 10 |
| (6) Extra shade trees in vehicular use areas: | | |
| 25 % more than the required shade trees planted in the vehicular use areas. | 5 | 5 |
| 50 % more than the required shade trees planted in the vehicular use areas. | 10 | |
| (7) Sod area less than 50 percent of provided landscape area. | 10 | |
| (8) Utilization of compacted mulched planting beds at least three inches in depth in all planted areas except ground covers. (Use of Cypress Mulch prohibited) | 10 | 10 |

Total Points Provided: 50 Points

## Landscape Notes

1. Plant materials used in conformance with the provisions of this landscape code shall conform to the Standards for Florida No. 1 or better as given in "Grades and Standards for Nursery Plants" Part I and Part II, 1963, State of Florida, Department of Agriculture, Tallahassee.
2. Tree locations may be adjusted for site permit application based on final construction and utility plans. Alternative plant species and enhanced landscaping beyond minimum requirements may be permitted subject to review and approval by the City of Stuart prior to installation. Trees and shrubs may be substituted based on availability.
3. For existing or proposed utilities, no tree shall be planted where it could, at mature height conflict with overhead power lines. Large trees (height at maturity of no more than 30') from the nearest overhead power line. Medium height tree (height at maturity between 20' and 30' shall be offset at least 20') and small trees (height at maturity of less than 20') require no offset. Palms should be planted at a distance equal to or greater than the average frond length plus two (2) feet from power lines.
4. No tree, shrubs, hedges or vines shall be planted within 5' of an existing or proposed utility pole, guy wire or pad-mounted transformer. Tree species shall be selected as to minimize conflicts with existing or proposed utilities.
5. Ground cover used in lieu of grass shall be planted so as to present a finished appearance and reasonable complete coverage within three months of installation. All landscaped areas shall be sodded or otherwise covered with ground cover.
6. Mulch shall be installed in all planting areas to a minimum depth of three inches. The use of cypress mulch is prohibited.
7. All landscaping within a visibility triangle shall provide unobstructed cross-visibility at a level between three feet and six feet and shall comply with the most current edition of the State of Florida DOT Roadway and Traffic Design Standards, Index 546 regarding visibility triangles.
8. Any hedge materials located within an interior landscaped island shall be maintained at a height of not more than 24 inches.
9. All above ground utilities shall be screened in accordance with City of Stuart requirements.
10. All required landscaping installed pursuant to this landscape code shall be installed according to accepted good planting practices.
11. All required landscaping installed pursuant to this landscape code shall be maintained so as to present a healthy, neat and orderly appearance free from refuse and debris at all times. All unhealthy and dead plant material shall be replaced within one (1) year or the next appropriate planting period, whichever occurs first. All replacement plantings shall be in accordance with the approved landscape plan.
12. All prohibited, exotic, and invasive species shall be removed from the entire site prior to the issuance of a certificate of occupancy.
13. All native vegetation which is not located in areas requiring their removal as reflected by an approved plan document shall be retained in an undisturbed state as provided in Chapter V, Resource Protection Related Development Standards.
14. To assure the health and survival of protected trees that are not to be removed, the contractor shall avoid the following kinds of tree injuries during all development activities: a. Mechanical injuries to roots, trunk, and branches; b. Injuries by chemical poisoning; c. Injuries by grade changes; d. Injuries by excavations, fill and; e. Injuries by paving.
15. Prior to any land preparation or other development activities a protective barrier easily visible to equipment operators shall be placed around all protected trees so as to encompass the entire tree protection zone.
16. No attachment, wires (other than supportive wires), signs or permits may be fastened to any protected tree.
17. No equipment, construction materials or debris of any kind shall be placed within the protective barrier.
18. Sod areas and quantities shall be provided at the time of site permit. 51% of sod areas provided shall be either zoysia or bahia sod species.

## Irrigation Notes

1. All landscape & sod areas shall be irrigated by an automated system that provides 100% coverage and overlap.
2. Irrigation systems shall conform to the following standards: Irrigation systems shall be continuously maintained in working order and shall be designed not to overlap water zones or to water impervious areas.
3. No irrigation system shall be installed or maintained abutting any public street which causes water from the system to overspray onto the roadway or to strike passing vehicular traffic.
4. Irrigation Water Source: Well
5. Irrigation system shall provide a moisture sensing controller other than rain switch to monitor rain levels and irrigation needs.

| TREE SCHEDULE | | | | | | |
|---|---|---|---|---|---|---|
| TREES (2.5" DBH) | CODE | QTY | BOTANICAL / COMMON NAME | SIZE | NATIVE | CREDIT |
| | IE | 9 | Ilex x attenuata `Eagleston` / Eagleston Holly * Pine Mitigation (Softwoods) | 2.5" DBH, 12 - 13' Ht. x 6' Spr., Std., 4-5' ct. | Yes | 22.5 inches |
| * | PD | 68 | Pinus elliotti `Densa` / Slash Pine * Pine Mitigation (Softwoods) | 2.5" DBH., 12' ht. x 6' Spr., Std., 4-5' ct. | Yes | 170 inches |
| * | TD3 | 11 | Taxodium distichum / Bald Cypress * Pine Mitigation (Softwoods) | 2.5"DBH, 12' - 13' Ht. x 6' Spr., Std., 4-5' ct. | Yes | 27.5 inches |
| TREES (4.5" DBH) | CODE | QTY | BOTANICAL / COMMON NAME | SIZE | NATIVE | CREDIT |
| | BB | 28 | Bucida buceras `Shady Lady` / Shady Lady Black Olive * Tree Mitigation (Hardwoods) | 4.5" DBH., 15' - 17' Ht. x 6 - 7' Spr., Std., 4-5' ct. | No | 126 inches |
| * | BS | 25 | Bursera simaruba / Gumbo Limbo * Tree Mitigation (Hardwoods) | 4.5" DBH, 14' - 16' Ht. x 6 - 8' Spr., Std., 5' - 6' ct. | Yes | 103.5 inches |
| * | CE | 13 | Conocarpus erectus / Green Buttonwood * Tree Mitigation (Hardwoods) | 4.5" DBH., 12 - 14' Ht. x 6' - 8' Spr., Multi-trunk, 4-5' ct. | Yes | 58.5 inches |
| * | CS5 | 13 | Conocarpus erectus `Sericeus` / Silver Buttonwood * Tree Mitigation (Hardwoods) | 4.5" DBH., 12' Ht. x 6' Spr., Multi-trunk, 4' ct. | Yes | 58.5 inches |
| * | DR | 2 | Delonix regia / Royal Poinciana * Tree Mitigation (Hardwoods) | 4.5" DBH, 14' - 16' Ht. x 6 - 8' Spr., Std., 5' - 6' ct. | No | 9 inches |
| * | LM | 33 | Lagerstroemia faurlei `Muskogee` / Muskogee Crape Myrtle * Tree Mitigation (Hardwoods) | 4.5" DBH., 12 - 13' Ht. x 6' Spr., Multi-trunk, 5- 6' ct. | No | 148.5 inches |
| * | LT | 9 | Lagerstroemia faurlei `Tuscarora` / Crape Myrtle Coral Pink * Tree Mitigation (Hardwoods) | 4.5" DBH., 12 - 13' Ht. x 6' Spr., Multi-trunk, 5- 6' ct. | no | 40.5 inches |
| * | MG | 4 | Magnolia grandiflora `D.D. Blanchard` / Southern Magnolia * Tree Mitigation (Hardwoods) | 4.5" DBH., 15' - 17' Ht. x 6 - 7' Spr., Std., 4-5' ct. | Yes | 18 inches |
| * | QV | 10 | Quercus virginiana / Southern Live Oak * Tree Mitigation (Hardwoods) | 4.5" DBH, 16 -18' Ht x 7 - 9' Spr., Std., 6' ct. | Yes | 54 inches |
| * | TD | 26 | Taxodium distichum / Bald Cypress * Tree Mitigation (Hardwoods) | 4.5" DBH., 15' - 17' Ht. x 6 - 7' Spr., Std., 4-5' ct. | Yes | 117 inches |
| PALM TREES | CODE | QTY | BOTANICAL / COMMON NAME | SIZE | NATIVE | CREDIT |
| * | PE2 | 17 | Ptychosperma elegans / Alexander Palm * Pine Mitigation (Softwoods) | 13' ct., Double Specimen | No | 76.5 inches |
| * | PE3 | 10 | Ptychosperma elegans / Alexander Palm * Pine Mitigation (Softwoods) | 14' ct., Triple Specimen | No | 45 inches |
| * | RR | 5 | Roystonea regia / Royal Palm * Pine Mitigation (Softwoods) | 18' ct. | Yes | 42.5 inches |
| * | SS | 172 | Sabal palmetto / Cabbage Palm * Pine Mitigation (Softwoods) | 32 @ 15' ct., 40 @ 17' ct., 50 @ 19' ct., 50 @ 21' ct. | Yes | 1,526 inches |
| | VA | 43 | Veitchia arecina / Montgomery Palm * Pine Mitigation (Softwoods) | 14' ct., Single Specimen | No | 193.5 inches |
| * | WR | 4 | Washingtonia robusta / Mexican Fan Palm * Pine Mitigation (Softwoods) | 2 @ 16' ct., 2 @ 18' ct. | No | 30 inches |
| * | WB2 | 3 | Wodyetia bifurcata / Foxtail Palm * Pine Mitigation (Softwoods) | 14' ct., Double Specimen | No | 13.5 inches |

Note: 14' ct. = 4.5 inches. For every one foot of clear trunk of palm tree exceeding 14' ct., credit will be given for one inch of replacement .

**★ Drought Tolerant Tree Species**
(per most current SFWMD Waterwise, South Florida Landscapes, Landscaping to Promote Water Conservation Using the Principles of Xeriscape)

| | |
|---|---|
| Total Provided / Req. Trees | 393 Trees |
| Shade Trees | 251 Trees |
| 1:1 Palm Trees | 30 Trees |
| 2:1 Palm Trees | 112 Trees (224 Palm / 2) |
| Drought Tolerant Trees Provided | 335 Trees (85%) |

**Native Tree Requirement (50% Minimum )**

| | |
|---|---|
| Total Provided / Req. Trees | 393 Trees |
| Shade Trees | 251 Trees |
| 1:1 Palm Trees | 30 Trees |
| 2:1 Palm Trees | 112 Trees (224 Palm / 2) |
| Native Trees Required (393 Required Trees x 50%) | 197 Trees (50%) |
| Native Trees Provided | 267 Trees (68%) |

| SHRUB SCHEDULE | | | | | | |
|---|---|---|---|---|---|---|
| GRASSES / GROUNDCOVERS | QTY | BOTANICAL / COMMON NAME | SIZE | DETAILS | NATIVE | SPACING |
| ** HL | 333 | Hymenocallis latifolia / Spider Lily | 1 gal | * Full pot | Yes | 24" o.c. |
| ** MC | 467 | Muhlenbergia capillaris / Pink Muhly | 1 gal | * Full pot | Yes | 36" o.c. |
| ** SP | 1,145 | Spartina bakeri / Sand Cord Grass | 1 gal | * Full pot | Yes | 36" o.c. |
| ** TF | 80 | Tripsacum dactyloides / Fakahatchee Grass | 1 gal | Full | Yes | 48" o.c. |
| ** TD2 | 497 | Tripsacum floridanum / Dwarf Fakahatchee | 1 gal | Full | Yes | 30" o.c. |
| SHRUBS | QTY | BOTANICAL / COMMON NAME | SIZE | DETAILS | NATIVE | SPACING |
| * CI | 168 | Chrysobalanus icaco / Cocoplum | 3 gal | Full | Yes | 36" o.c. |
| CR2 | 22 | Chrysobalanus icaco `Red Tip` / Red Tip Cocoplum | 3 gal | 24" Ht., full | Yes | 36" o.c. |
| * CS3 | 138 | Clusia guttifera / Small-Leaf Clusia | 3 gal | 24" - 30" Ht., Full | Yes | 30" o.c. |
| * CS2 | 280 | Clusia guttifera / Small-Leaf Clusia | 3 gal | 24" Ht. Min. | Yes | 36" o.c. |
| * CES | 51 | Conocarpus erectus `sericeus` / Silver Buttonwood | 3 gal | 24" Ht., full | Yes | 30" o.c. |
| * ID | 59 | Ilex vomitoria `Schillings Dwarf` / Dwarf Schillings Holly | 3 gal | Full | Yes | 24" o.c. |
| * MW | 31 | Myrica cerifera / Wax Myrtle | 3 gal | Full | Yes | 48" o.c. |
| * SR | 90 | Serenoa repens / Saw Palmetto | 1 gal | Full | Yes | 36" o.c. |

**★ Drought Tolerant Shrub Species**
(per most current SFWMD Waterwise, South Florida Landscapes, Landscaping to Promote Water Conservation Using the Principles of Xeriscape)

| | |
|---|---|
| Total Provided Shrubs | 864 Shrubs |
| Drought Tolerant Shrubs | 842 Shrubs (97%) |

**Native Shrub Requirement (50% Minimum)**

| | |
|---|---|
| Total Provided Shrubs | 864 Shrubs |
| Native Shrubs Provided | 864 Shrubs (100%) |

**★★ Drought Tolerant Grasses / Ground Covers Species**
(per most current SFWMD Waterwise, South Florida Landscapes, Landscaping to Promote Water Conservation Using the Principles of Xeriscape)

| | |
|---|---|
| Total Provided Grasses / GC | 2,449 Grasses / GC |
| Drought Tolerant Grasses / GC | 2,449 Grasses / GC (100%) |

**Native Grasses / Ground Cover Requirement (50% Minimum)**

| | |
|---|---|
| Total Provided Grasses / GC | 2,449 Grasses / GC |
| Native Grasses / Ground Covers | 2,449 Grasses / GC (100%) |


HJA DESIGN STUDIO
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www.hjadesignstudio.com
LA 0000905


# Stuart Ocean Townhomes

City of Stuart, Florida

Landscape Specifications

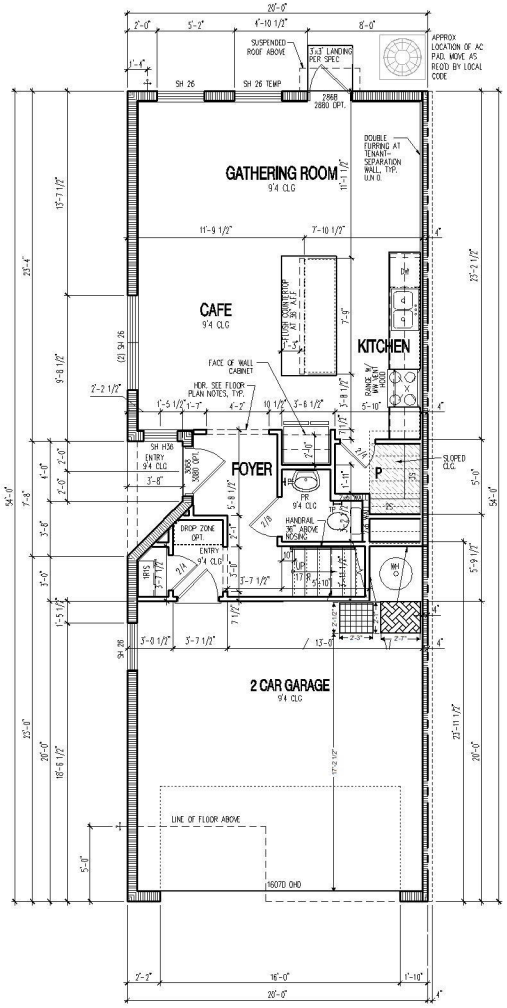

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| | |
|---|---|
| Job No. | 19005 |
| Drawn By | TT |
| Checked By | MH |
| Approved By | MH |
| Submittal Dates | 9-6-19 |
| | 12 05 19 1-16-20 |
| Revision Dates | 3-5-20 |

LP-6

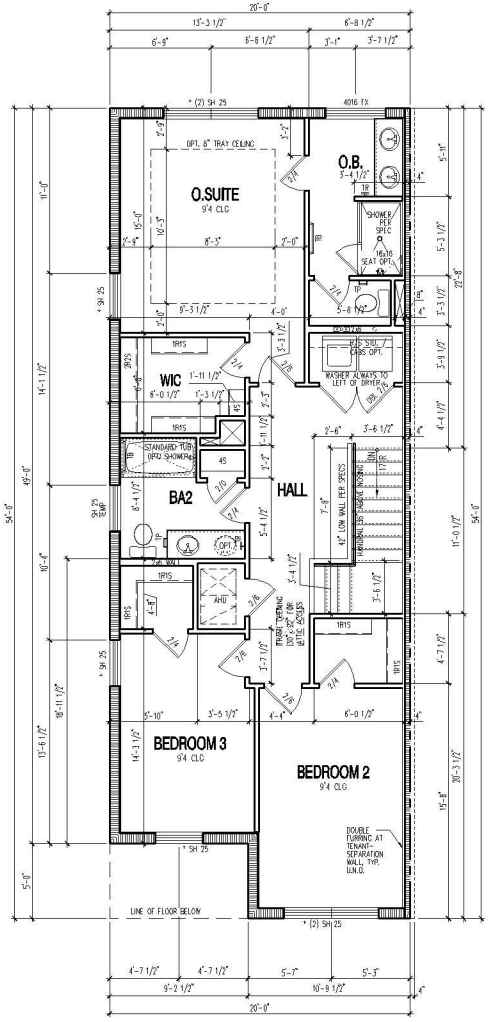
05262020 CC M






GRAYTON - 1ST FLOOR

SCALE: 1/4"=1'-0"




GRAYTON - 2ND FLOOR

SCALE: 1/4"=1'-0"

LEGEND

TRASH RECEPTICLE 25"x27"

RECYCLE RECEPTICLE 26"x31"

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Bonita Springs, Florida 34134 (239) 495-4800

PulteGroup

BASE FLOOR PLANS

PRODUCTION MANAGER

CONTROL DATE 2/16/18

REV # | DATE / DESCRIPTION

PROJECT TYPE
SF ATTACHED

COMMUNITY NAME

LARSON COMMUNITY ID

GARAGE HANDING

VERSION NUMBER
1.0

PLAN NAME / NPC
NAVARRE 2496.302

GRAYTON 2567.308

LARSON PLAN ID

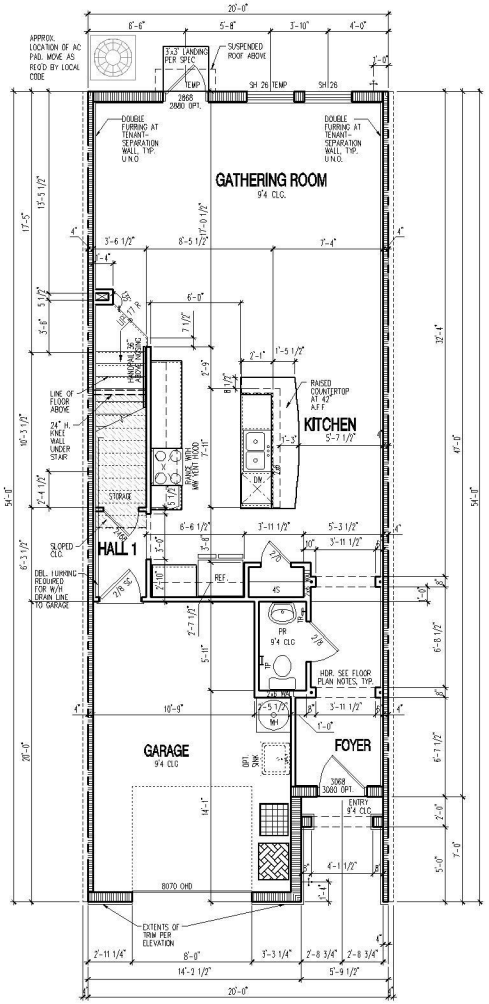
LEGACY PLAN NUMBER / NAME

SHEET
A1.11

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

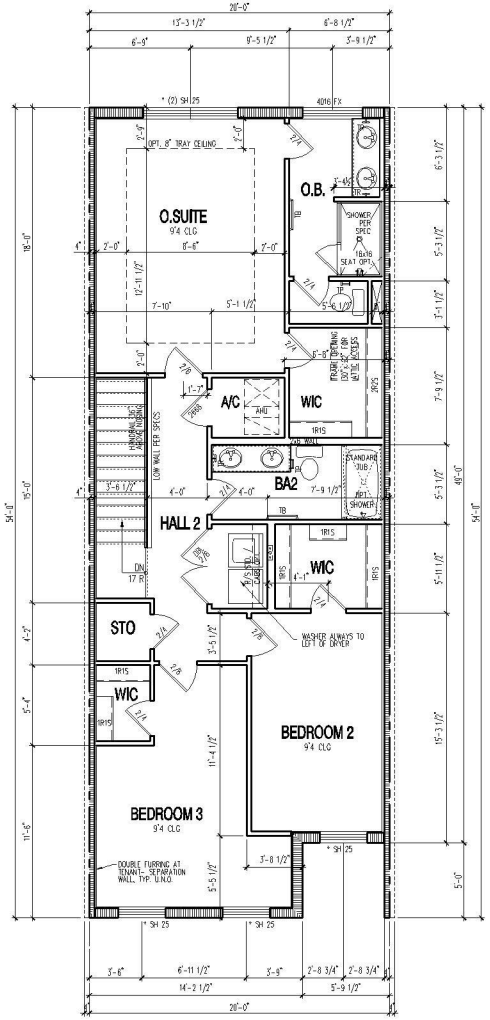
PLOTTED: June 13, 2018 / Rajeev Kumar / T:\2_18"_20"_TH_GRAYTON_NAVARRE_MASTER_ARCH_2018-06-13.DWG

05202020.CCM




NAVARRE - 1ST FLOOR (INTERIOR UNIT)

SCALE: 1/4"=1'-0"




NAVARRE - 2ND FLOOR (INTERIOR UNIT)

SCALE: 1/4"=1'-0"

LEGEND

TRASH RECEPTICLE
25"x27"

RECYCLE RECEPTICLE
26"x31"

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BASE FLOOR PLANS-INTERIOR UNIT

PRODUCTION MANAGER
--
CONTROL DATE 2/15/18
REV # | DATE / DESCRIPTION

PROJECT TYPE
SF ATTACHED

COMMUNITY NAME
LAWSON COMMUNITY ID

GARAGE HANDING
--

VERSION NUMBER
1.0

PLAN NAME / NPC
NAVARRE 2496.502

LAWSON PLAN ID

LEGACY PLAN NUMBER / NAME

SHEET
A1.11

NOTE: SCALES MOVED ON DRAWINGS RELATIVE TO FULL SIZE PLOTS ON 22x34 SHEETS -- 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

PLOTTED: May 22, 2018 / Mary Anderson / XXX x 24"-TH_NAVARRE_MASTER_ARCH_2018-05-08.DWG



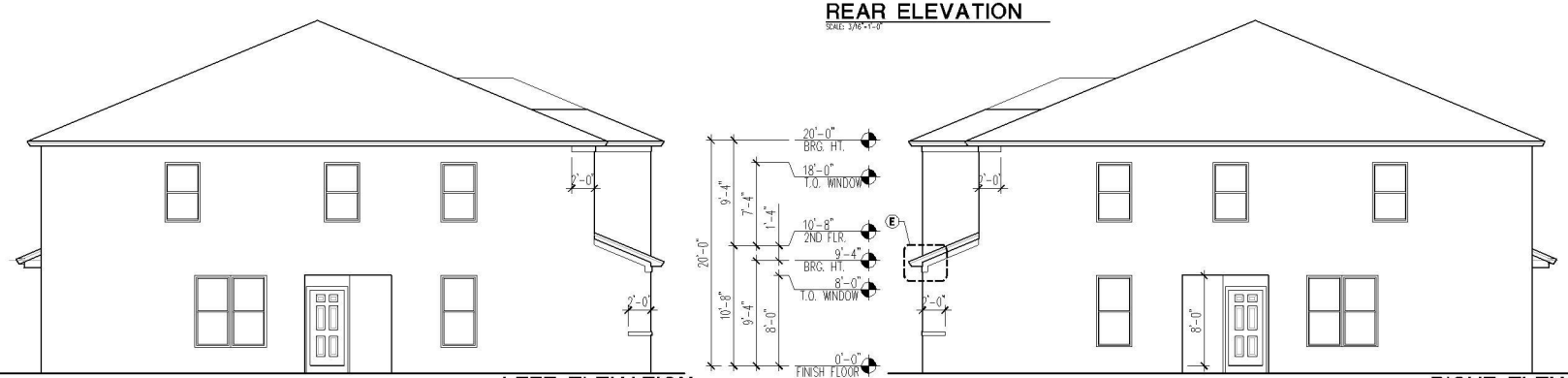

FRONT ELEVATION

SCALE: 3/16"=1'-0"




REAR ELEVATION

SCALE: 3/16"=1'-0"




LEFT ELEVATION

SCALE: 3/16"=1'-0"

RIGHT ELEVATION

SCALE: 3/16"=1'-0"

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ELEVATIONS - FM1A

PRODUCTION MANAGER
---
CONTROL DATE: 2/18/15
REV # | DATE / DESCRIPTION

PROJECT TYPE
SF ATTACHED

COMMUNITY NAME
LAWSON COMMUNITY ID

GARAGE HANDING
--

VERSION NUMBER
1.0

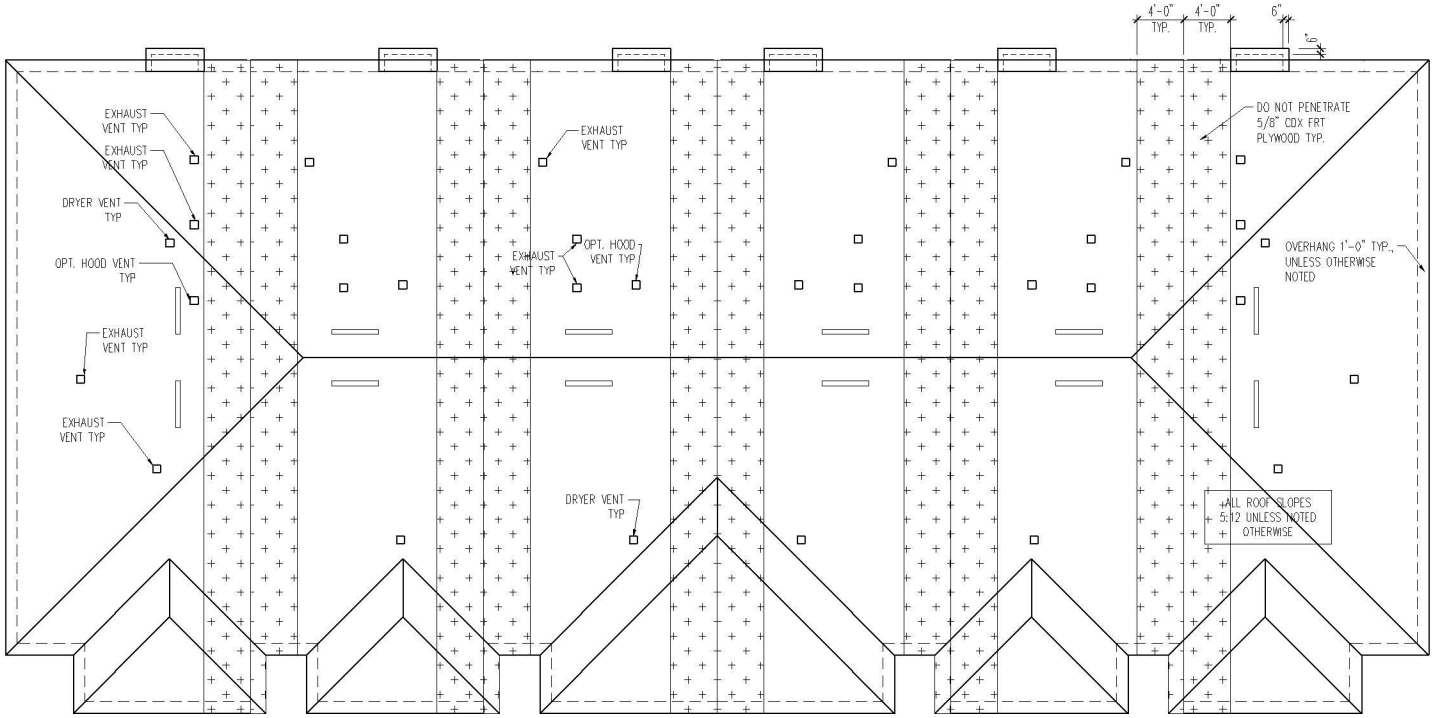
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NAVARRE 2498.502
GRAYTON 2567.508
LAWSON PLAN ID
LEGACY PLAN NUMBER / NAME

SHEET
B6.3-FM1A

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

PLOTTED: June 13, 2016 / Roger Kunze / VCC_3_18_20'-8i_GRAYTON_NAVARRE_MASTER_ARCH_2016-05-13.DWG

05262020 CCM




## ROOF PLAN

SCALE: 3/16"=1'-0"

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ROOF PLAN

PRODUCTION MANAGER
CONTROL DATE: 2/15/19
REV.# | DATE / DESCRIPTION

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

PROJECT TYPE
SF ATTACHED

COMMUNITY NAME
LAWSON COMMUNITY ID

GARAGE HANDING
-

VERSION NUMBER
1.0

PLAN NAME / NPC
NAVARRE 2498.502

LAWSON PLAN ID

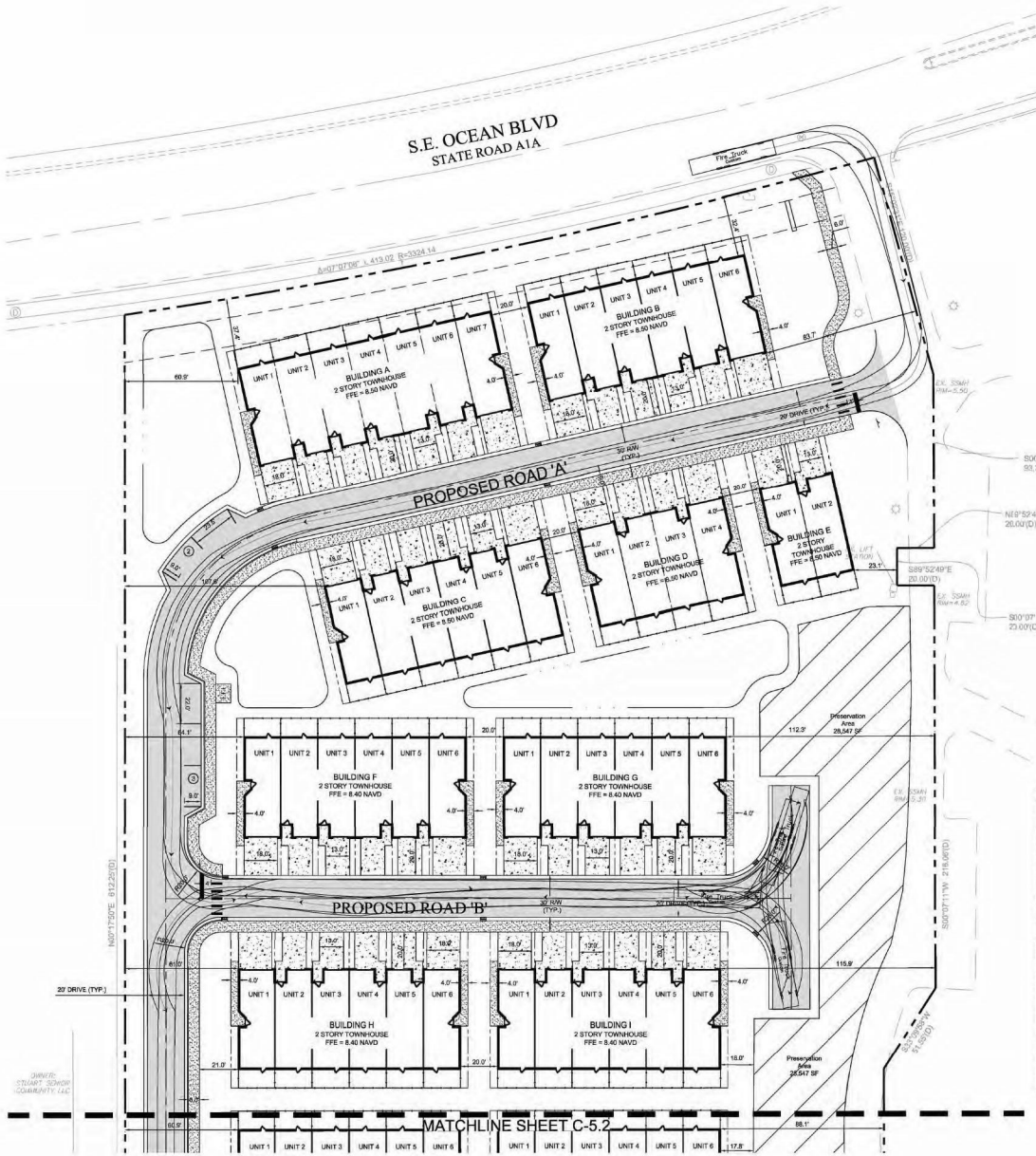
LEGACY PLAN NUMBER / NAME

SHEET
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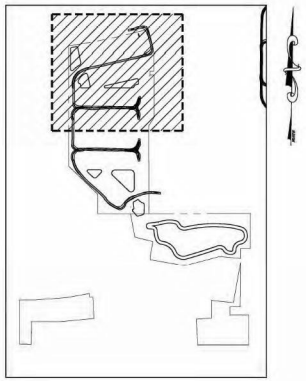


PLOTTED: May 22, 2019 / Mark Anderson / TDC_3_2C-TH_NAVARRE_MASTER_ARCH_2019-05-09.DWG

05262020 CCM




PROPERTY LINE
ADJACENT PROPERTY LINE
EDGE OF SIDEWALK
UTILITY EASEMENT
WOOD FENCE
EDGE OF PAVEMENT
CHAIN LINK FENCE
CENTERLINE OF ROAD
OVERHEAD ELECTRIC SERVICE
WATER LINE
SEWER LINE
TYPE "F" CURB & GUTTER
DRAINAGE MANHOLE
IRRIGATION CONTROL VALVE
RPZ / DDCV
SIGN / CROSSWALK SIGNAL
FIRE HYRANT
CONCRETE UTILITY POLE/CONCRETE POWER POLE
SANITARY SEWER MANHOLE
SPOT ELEVATION
WATER VALVE / BACKFLOW PREVENTER
GUY ANCHOR
SANITARY SEWER MANHOLE
HAND HOLE
TRAFFIC JUNCTION BOX
UTILITY BOX
LIGHT POLE
WOOD UTILITY POLE



## PROPOSED LEGEND

ASPHALT PAVEMENT
HEAVY DUTY CONCRETE PAVEMENT
CONCRETE PAVEMENT
TREE RESERVATION
TYPE "F" CURB & GUTTER
BUILDING SETBACK LINE
LANDSCAPE BUFFER LINE
FPL EASEMENT
PARKING OVERHANG
RETENTION POND
EDGE OF PAVEMENT
ELECTRIC TRANSFORMER W/ BOLLARDS
PARKING STRIPING
PARKING COUNT
FUEL VENTS
AIR/VAC
SIGN
MONUMENT SIGN
FUEL VENTS
AIR/VAC
BIKE RACK
RAMP
RAMP

## DATUM NOTE

1. THE ELEVATIONS SHOWN HEROIN ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD 29).

## ABBREVIATIONS

| | | | |
|---|---|---|---|
| EX. | EXISTING | S | SOUTH |
| INV. | INVERT | SAN. | SANITARY |
| N | NORTH | SS | SANITARY SEWER |
| PUB. | PUBLIC | SD | STORM DRAIN |
| PL | PROPERTY LINE | TYP. | TYPICAL |
| PROP. | PROPOSED | W | WEST |
| PRIV. | PRIVATE | W/ | WITH |
| R/W | RIGHT OF WAY | WV | WATER VALVE |

| SITE DATA | | |
|---|---|---|
| APPLICATION NAME | | SERRAGLII GROUP INVESTMENTS LLC |
| PARCEL CONTROL NUMBER | | 02-38-41-000-000-00020-6 & 01-38-41-000-000-00050-9 |
| ZONING | | R-3 - RESIDENTIAL (MULTI-FAMILY/DUPLEX) |
| SECTION/TOWNSHIP/RANGE | | SECTION 2; TOWNSHIP 38 SOUTH; RANGE 41 EAST |
| PROPOSED USE | | 2-STORY SINGLE FAMILY TOWNHOMES |
| PROPOSED ZONING | | RPUD (30 DU/ AC) |
| PROPOSED DWELLING UNITS | | 80 UNITS |
| F.A.R | | 0.17 |
| **SITE CALCULATIONS** | | |
| AREA | SF | ACRES | % |
| PARCEL A | 349,446 | 8.02 | 73 |
| PARCEL B | 131,156 | 3.01 | 27 |
| TOTAL SITE AREA (PARCEL A + B) | 480,602 | 11.03 | 100 |
| IMPERVIOUS AREAS: PAVEMENT/SIDEWALK/REAR PATIOS | 55,082 | 1.26 | 12 |
| EXISTING & PROPOSED VEHICULAR USED AREAS | 66,670 | 1.53 | 14 |
| BUILDING COVERAGE | 83,230 | 1.91 | 17 |
| TOTAL IMPERVIOUS AREA | 204,982 | 4.70 | 43 |
| DRY RETENTION AREAS | 70,866 | 1.63 | 14 |
| NATIVE PRESERVE AREAS | 87,975 | 2.02 | 18 |
| OTHER LANDSCAPE / OPEN SPACE | 119,797 | 2.75 | 25 |
| OPEN SPACE (GREEN) | 275,640 | 6.33 | 57 |
| OPEN SPACE REQUIRED | | | 35% (MIN) |

| BUILDING SETBACKS | | |
|---|---|---|
| DIRECTION | REQUIRED | PROPOSED |
| NORTH | 50 FT | 32.4 FT |
| EAST | 5 FT | 23 FT |
| SOUTH | 10' FT | 72.8 FT |
| WEST | 5 FT | 43 FT |
| **PARKING** | | |
| PARKING REQUIRED | | |
| 2 SPACES PER UNIT W/ 2 OR MORE BEDROOMS | | 160 SPACES |
| PARKING PROVIDED | | |
| 1 SPACE PER GARAGE + 1 PER DRIVEWAY + 11 ON-STREET | | 171 SPACES |
| TOTAL PROVIDED | | 331 SPACES |
| **LANDSCAPE BUFFERS** | | |
| DIRECTION | REQUIRED | PROPOSED |
| NORTH | 15 FT | 21.6 FT |
| EAST | 25 FT | 40.6 FT |
| SOUTH | 25 FT | 20.5 FT |
| WEST | 25 FT | 10.0 FT |

GRAPHIC SCALE
30 0 15 30 60
( IN FEET )
1 inch = 30 ft.


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CONSULTING
Certificate of Authorization License No. 30462

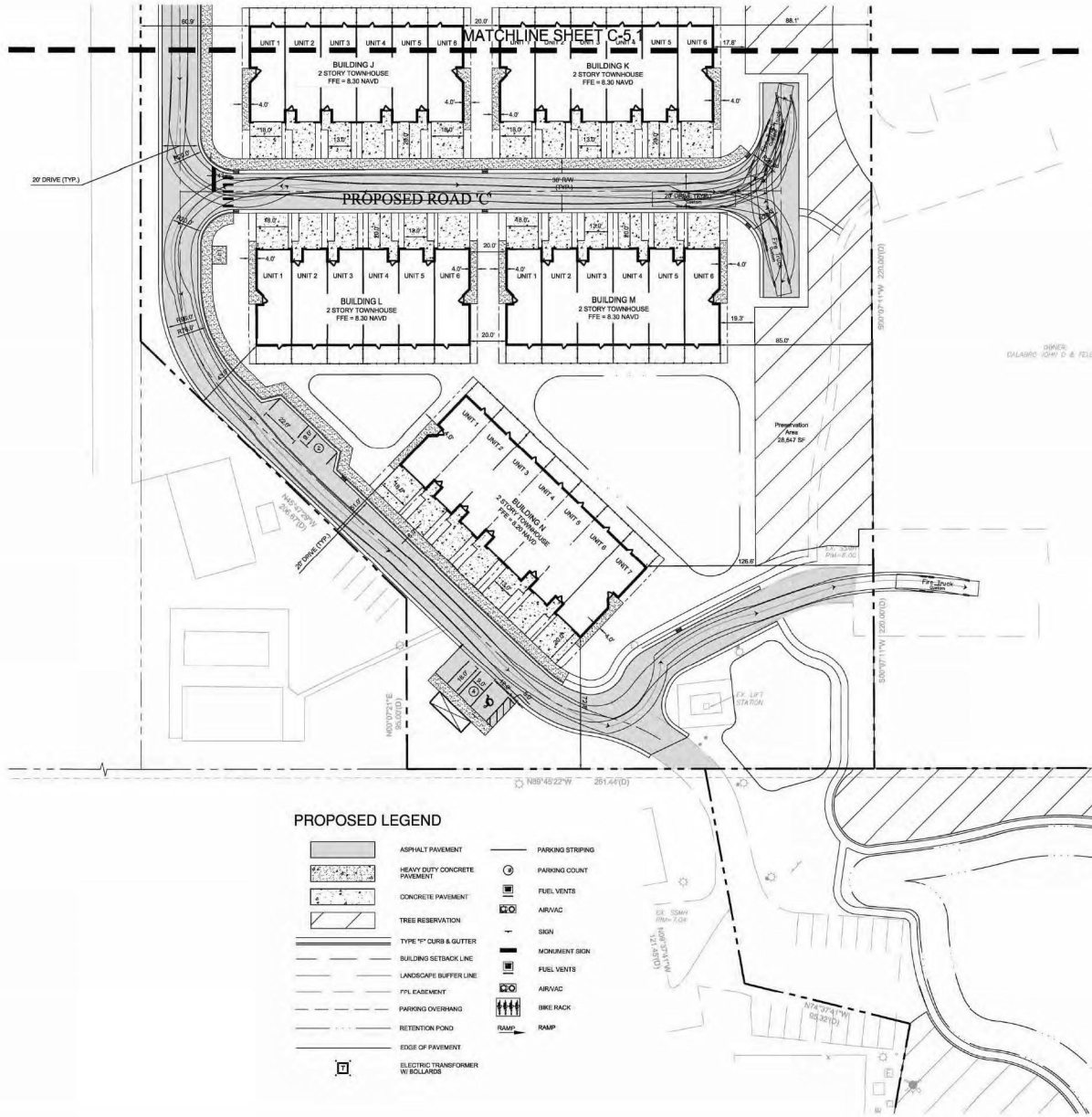
Bowman Consulting Group, Ltd.
13450 W. Sunrise Blvd., Suite 320
Sunrise, FL 33323
Phone: (954) 314-8460
www.bowmanconsulting.com
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TRUCK ROUTE PLAN
# STUART OCEAN TOWNHOMES
S.E. OCEAN BLVD
CITY OF STUART — MARTIN COUNTY, FLORIDA

Pulte Homes

| REVISIONS | | |
|---|---|---|
| DATE | DESCRIPTION | |
| BR DESIGN | SU DRAWN | JT CHKD |
| SCALE: | 1" = 20' | |
| JOB No.: | 010655-01-001 | |
| DATE: | 09/20/2019 | |
| SHEET | TR-1 | |

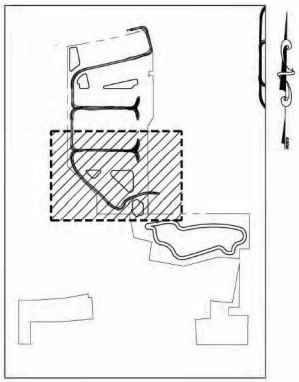

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## PROPOSED LEGEND

- ASPHALT PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- CONCRETE PAVEMENT
- TREE RESERVATION
- TYPE "F" CURB & GUTTER
- BUILDING SETBACK LINE
- LANDSCAPE BUFFER LINE
- FPL EASEMENT
- PARKING OVERHANG
- RETENTION POND
- EDGE OF PAVEMENT
- ELECTRIC TRANSFORMER W/ BOLLARDS
- PARKING STRIPING
- PARKING COUNT
- FUEL VENTS
- AIR/VAC
- SIGN
- MONUMENT SIGN
- FUEL VENTS
- AIR/VAC
- BIKE RACK
- RAMP

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EDGE OF SIDEWALK
- UTILITY EASEMENT
- WOOD FENCE
- EDGE OF PAVEMENT
- CHAIN LINK FENCE
- CENTERLINE OF ROAD
- OVERHEAD ELECTRIC SERVICE
- WATER LINE
- SEWER LINE
- TYPE "F" CURB & GUTTER
- DRAINAGE MANHOLE
- IRRIGATION CONTROL VALVE
- RPZ / DDCV
- SIGN / CROSSWALK SIGNAL
- FIRE HYDRANT
- CONCRETE UTILITY POLE/CONCRETE POWER POLE
- SANITARY SEWER MANHOLE
- SPOT ELEVATION
- WATER VALVE / BACKFLOW PREVENTER
- GUY ANCHOR
- SANITARY SEWER MANHOLE
- HAND HOLE
- TRAFFIC JUNCTION BOX
- UTILITY BOX
- LIGHT POLE
- WOOD UTILITY POLE



## ABBREVIATIONS

| | | | |
|---|---|---|---|
| EX. | EXISTING | S | SOUTH |
| INV. | INVERT | SAN. | SANITARY |
| N | NORTH | SS | SANITARY SEWER |
| PUB. | PUBLIC | SD | STORM DRAIN |
| PL | PROPERTY LINE | TYP. | TYPICAL |
| PROP. | PROPOSED | W | WEST |
| PRIV. | PRIVATE | W/ | WITH |
| R/W | RIGHT OF WAY | WV | WATER VALVE |

## DATUM NOTE

1. THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD 29).

| SITE DATA | |
|---|---|
| APPLICATION NAME | SERRAGLIO GROUP INVESTMENTS LLC |
| PARCEL CONTROL NUMBER | 02-38-41-000-000-00020-6 & 01-38-41-000-000-00050-9 |
| ZONING | R-3 - RESIDENTIAL (MULTI-FAMILY/DUPLEX) |
| SECTION/TOWNSHIP/RANGE | SECTION 2; TOWNSHIP 38 SOUTH; RANGE 41 EAST |
| PROPOSED USE | 2-STORY SINGLE FAMILY TOWNHOMES |
| PROPOSED ZONING | RPUD (30 DU/ AC) |
| PROPOSED DWELLING UNITS | 89 UNITS |
| F.A.R | 0.17 |

| SITE CALCULATIONS | | | |
|---|---|---|---|
| AREA | SF | ACRES | % |
| PARCEL A | 349,446 | 8.02 | 73 |
| PARCEL B | 131,156 | 3.01 | 27 |
| TOTAL SITE AREA (PARCEL A + B) | 480,602 | 11.03 | 100 |
| IMPERVIOUS AREAS: PAVEMENT/SIDEWALK/REAR PATIOS | 55,062 | 1.26 | 12 |
| EXISTING & PROPOSED VEHICULAR USED AREAS | 66,670 | 1.53 | 14 |
| BUILDING COVERAGE | 83,230 | 1.91 | 17 |
| TOTAL IMPERVIOUS AREA | 204,962 | 4.70 | 43 |
| DRY RETENTION AREAS | 70,868 | 1.63 | 14 |
| NATIVE PRESERVE AREAS | 87,975 | 2.02 | 18 |
| OTHER LANDSCAPE / OPEN SPACE | 119,797 | 2.75 | 25 |
| OPEN SPACE (GREEN) | 275,640 | 6.33 | 57 |
| OPEN SPACE REQUIRED | | | 35% (MIN) |

| BUILDING SETBACKS | | |
|---|---|---|
| DIRECTION | REQUIRED | PROPOSED |
| NORTH | 50 FT | 32.4 FT |
| EAST | 5 FT | 23 FT |
| SOUTH | 10' FT | 72.8 FT |
| WEST | 5 FT | 43 FT |

| PARKING | |
|---|---|
| PARKING REQUIRED | |
| 2 SPACES PER UNIT W/ 2 OR MORE BEDROOMS | 160 SPACES |
| PARKING PROVIDED | |
| 1 SPACE PER GARAGE + 1 PER DRIVEWAY + 11 ON-STREET | 171 SPACES |
| TOTAL PROVIDED | 331 SPACES |

| LANDSCAPE BUFFERS | | |
|---|---|---|
| DIRECTION | REQUIRED | PROPOSED |
| NORTH | 15 FT | 21.5 FT |
| EAST | 25 FT | 40.6 FT |
| SOUTH | 20 FT | 20.5 FT |
| WEST | 25 FT | 10.0 FT |

GRAPHIC SCALE

30 0 15 30 60

( IN FEET )

1 inch = 30 ft.

Bowman CONSULTING
Certificate of Authorization License No. 30482

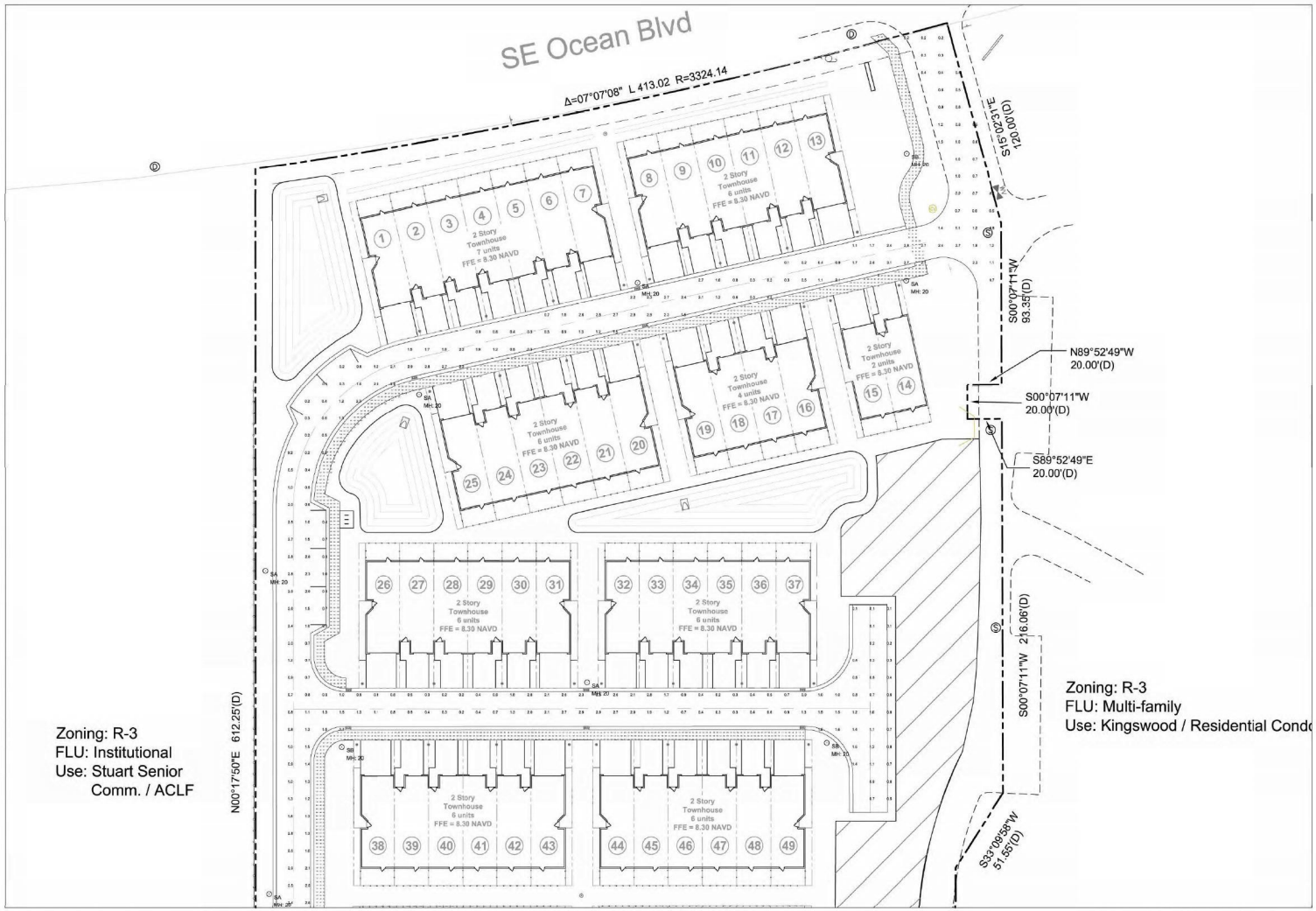
Bowman Consulting Group, Ltd.
13450 W. Sunrise Blvd., Suite 320
Sunrise, FL 33323
Phone: (954) 314-8460
www.bowmanconsulting.com
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TRUCK ROUTE PLAN
# STUART OCEAN TOWNHOMES
S.E. OCEAN BLVD
CITY OF STUART MARTIN COUNTY, FLORIDA

Pulte Homes

| REVISIONS | | |
|---|---|---|
| DATE | DESCRIPTION | |
| BR DESIGN | SU DRAWN | JT CHKD |
| SCALE: | 1" = 20' | |
| JOB No.: | 010655-01-001 | |
| DATE: | 09/20/2019 | |
| SHEET | TR-2 | |

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING.




| Photometrics Calculation Software Generated Luminaire Schedule | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Symbol | Qty | Label | Arrangement | Lum. Lumens | Arr. Lum. Lumens | LLF | Lum. Watts | Arr. Watts |
| ⊙ | 10 | SA | SINGLE | 12184 | 12184 | 0.900 | 156.5 | 156.5 |
| ⊙ | 5 | SB | SINGLE | 12893 | 12893 | 0.900 | 156.5 | 156.5 |

| Calculation Summary | | | | | | | |
|---|---|---|---|---|---|---|---|
| Label | CalcType | Units | Avg | Max | Min | Avg/Min | Max/Min |
| CENTER SIDEWALK | Illuminance | Fc | 0.91 | 2.9 | 0.1 | 9.10 | 29.00 |
| NORTH SIDEWALK | Illuminance | Fc | 1.12 | 3.2 | 0.1 | 11.20 | 32.00 |
| SITE | Illuminance | Fc | 1.09 | 3.1 | 0.0 | N.A. | N.A. |
| SOUTH SIDEWALK | Illuminance | Fc | 1.28 | 2.9 | 0.0 | N.A. | N.A. |

**STUART OCEAN TOWNHOMES - SITE**

**LIGHTING FIXTURE SCHEDULE**

| TYPE | DESCRIPTION | MFR | CATALOG NUMBER | VOLTS | LAMPS | INPUT WATTS | MOUNTING | DIMMING (If Req) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| SA | LED SITE LUMINAIRE | INVUE | MSA-F06-LED-E1-T2-FINISH | UNV | LED | 156W | 20' POLE | 0-10V | NOTE 1, 2 |
| SB | LED SITE LUMINAIRE | INVUE | MSA-F06-LED-E1-5XQ-FINISH | UNV | LED | 156W | 20' POLE | 0-10V | NOTE 1, 2 |

FIXTURE SCHEDULE NOTES

NOTE 1: ADVISE FINISH

NOTE 2: FIXTURES MOUNTED ON 20' DIRECT-BURIAL FIBERGLASS P.I.P POLE #SFLD525

FOR QUESTIONS PERTAINING TO THIS FIXTURE SCHEDULE PLEASE CONTACT RYAN HUFF @ LIGHTING DYNAMICS (772) 285-7169; RHUFF@LIGHTINGDYNAMICS.COM

Lighting Plan By:
LIGHTING DYNAMICS, INC.
7835 West Commercial Blvd.
Tamarac, FL 33351
(954) 944-0286
www.lightingdynamics.com

Scale: 1" = 30'

0' 15' 30' 60' 90'

North

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LA 0000905

# Stuart Ocean Townhomes

Florida

City of Stuart

Site Lighting / Photometric Plan

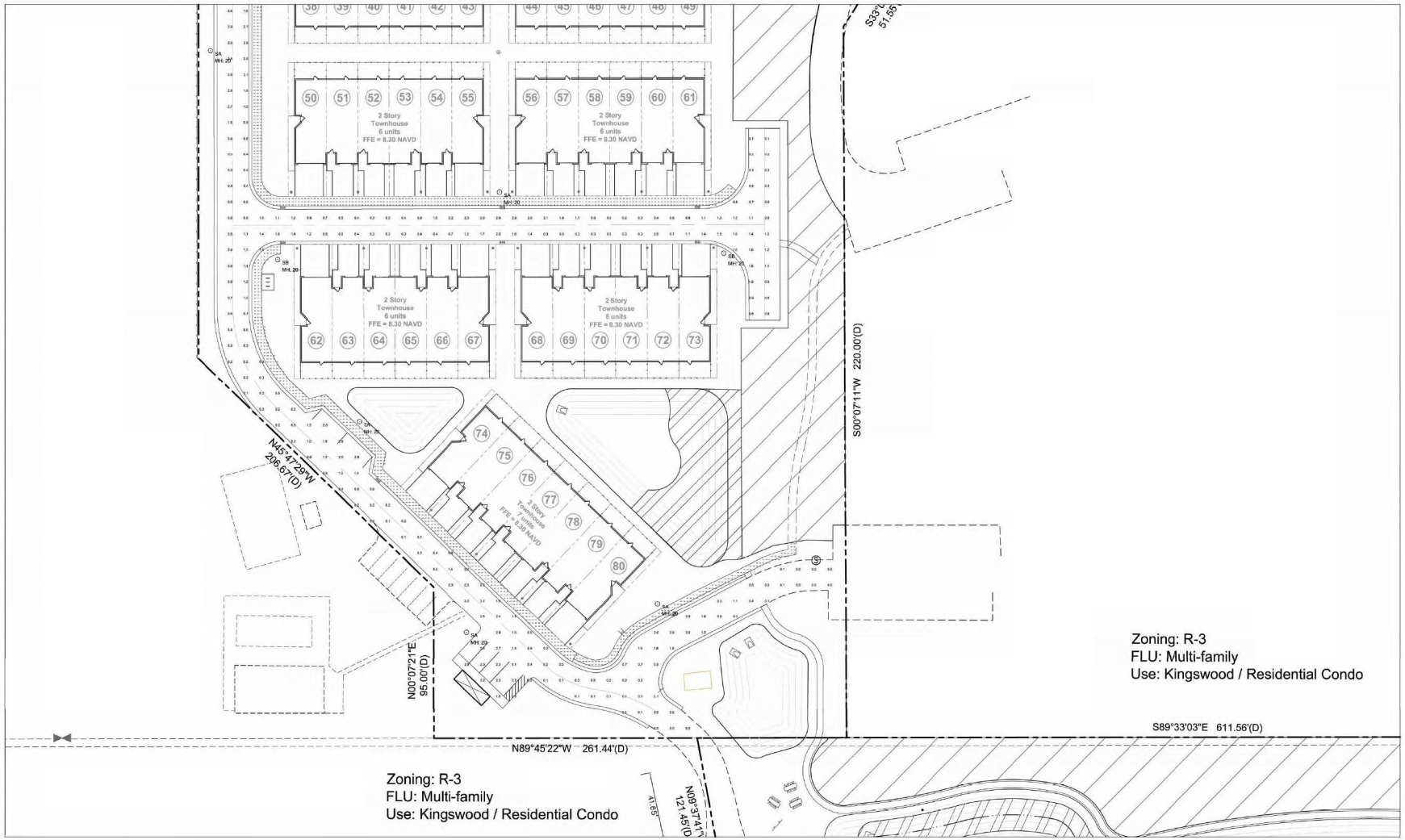
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Job No. 19005
Drawn By TT
Checked By MH
Approved By MH
Submittal Dates 9-18-19
Revision Dates

L-1



05262020 CC M




| Photometrics Calculation Software Generated Luminaire Schedule | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Symbol | Qty | Label | Arrangement | Lum. Lumens | Arr. Lum. Lumens | LLF | Lum. Watts | Arr. Watts |
| ⊙ | 10 | SA | SINGLE | 12184 | 12184 | 0.900 | 156.5 | 156.5 |
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|---|---|---|---|---|---|---|---|
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| NORTH SIDEWALK | Illuminance | Fc | 1.12 | 3.2 | 0.1 | 11.20 | 32.00 |
| SITE | Illuminance | Fc | 1.09 | 3.1 | 0.0 | N.A. | N.A. |
| SOUTH SIDEWALK | Illuminance | Fc | 1.28 | 2.9 | 0.0 | N.A. | N.A. |

**STUART OCEAN TOWNHOMES - SITE**

**LIGHTING FIXTURE SCHEDULE**

| TYPE | DESCRIPTION | MFR | CATALOG NUMBER | VOLTS | LAMPS | INPUT WATTS | MOUNTING | DIMMING (If Req) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
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FIXTURE SCHEDULE NOTES

NOTE 1: ADVISE FINISH

NOTE 2: FIXTURES MOUNTED ON 20' DIRECT-BURIAL FIBERGLASS PLP POLE #SFLD525

FOR QUESTIONS PERTAINING TO THIS FIXTURE SCHEDULE PLEASE CONTACT RYAN HUFF @ LIGHTING DYNAMICS (772) 285-7169; RHUFF@LIGHTINGDYNAMICS.COM

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Scale: 1" = 30'

0' 15' 30' 60' 90'

North

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# Stuart Ocean Townhomes

Florida

City of Stuart

Site Lighting / Photometric Plan

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Job No. 19005
Drawn By TT
Checked By MH
Approved By MH
Submittal Dates 9-18-19

Revision Dates

L-2



05262020 CC M

December 5, 2019

# Stuart Ocean Townhomes
# RPUD Zoning & Major Development Site Plan Approval

## Project Narrative

This unique townhouse project is a request for a rezoning from R-3 to RPUD and a Major Development Site Plan Application. The site is located on the south side of East Ocean Boulevard and adjacent on three sides to the multi- family Kingswood community. The Point at Ocean Boulevard senior community ACLF is to the west of the site. The property consists of three separate parcels all owned by the same owner. The subject parcel for the rezoning consists of the largest parcel which is 11.04 acres and includes 80 proposed townhomes on the north and a 1.09 acre stormwater lake, preserve areas and recreational trails on the south. Parcels B is 0.57 acres and is not included in the rezoning but is being used for preserve credits. No use is proposed for Parcel A. The proposed townhouse project will be 7.25 units per acre and will be owned in fee- simple ownership. All of the townhomes are two stories with three bedrooms and have one and two car garages with a tandem parking space in their driveway. The site plan reflects, however, that the end units only have one garage space but have space for two cars. Eleven on- street guest spaces are proposed which include spaces for the mail kiosk area. A nature trail that exists between Kingswood and the subject site will be preserved and extended.

The site's proposed native vegetation and upland preserve are made up of three separate areas. The on-site preserve is 1.83 acres. Parcel B will have an offsite preserve credit of 0.40 acres. In addition, created native vegetation areas consist of 0.88 acres of littoral zones in the storm water lake, dry retention areas and their perimeters will be planted with native vegetation. The total proposed native vegetation areas / preserve areas equals 3.11 acres or 28% of the site which exceeds the City's 25% requirement.

This project is a classic opportunity for well planned and contextual in-fill development within this area of older apartment complexes. The subject site includes a driveway that runs through the parcel from the Kingswood entrance off East Ocean Boulevard and connects to the south and SE Kingswood Terrace. That driveway alignment will be slightly changed, and new asphalt constructed. Other existing driveways and parking areas which are part of the Kingswood communities will not be changed as well as existing trails and sidewalk connections.

The proposed project has been planned and designed to harmonize with the existing neighborhood while providing for a much needed new townhome concept not found in this part of the City. The applicant is excited about the opportunity of developing their first new community in the City of Stuart.

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December 5, 2019
Our Ref #: 19-005

**Stuart Ocean Townhomes**
**RPUD Zoning &**
**Major Development Site Plan Approval**

**The Request:** On behalf of Pulte Home Company, LLC as the Contract Purchaser, this is a request to rezone the property from R-3, residential - multi-family/office to a Residential Planned Unit Development (RPUD) to allow the construction of 80 unit two story townhomes located off of SE Ocean A1A Blvd. in Stuart, Florida. A major development site plan is also required to approve the project. These requests are to be considered concurrent by staff.

**The Subject Property:** The subject property is an approximately 11.04-acre vacant property located on SE Ocean A1A Blvd. in an urban area of on the eastern edge of jurisdictional limits of the City of Stuart. The Future Land Use Map (FLUM) designation of the property is Multifamily (MF) with a compatible zoning district designation of R-3 Residential - multi-family/office. The subject property had been part of the Kingswood Condominium community, built starting in 1970 through to 1995. The subject property includes the lands that remained vacant and unbuilt and now within separate ownership to the Kingswood Condo community. In a number of places, existing driveways and parking areas from the Kingswood community encroach onto the subject site.

The property owner is Serragui Group Investments, LLC with the prospective purchaser and applicant being Pulte Home Company, LLC.

The property is included in the Kingswood Condo subdivision and consists of two legal parcels depicted as parcel control numbers 02-38-41-000-00000020-6 and 02-38-41-000-00000050-9. The largest parcel 02-38-41-000-00000020-6 fronts SE Ocean Blvd. and consists of 8.0291 acres of vacant property intended to accommodate the proposed 80-unit two story Pulte Home Company, LLC townhome community. Two vacant parcels (A and B) as per parcel 02-38-41-000-00000050-9 includes 5.2840 acres of land intended to accommodate upland preserve.

The site plan along with the townhomes in 14 buildings, depicts 3.11 acres of preserved / enhanced native areas or 28% of the site. The six dry retention areas totaling 26,848 sq. ft. will be planted with native vegetation. In Parcel B, 17,285 sq. ft. of the 34,571 sq. ft of offsite preserve areas are to be credited to the subject property proposal. Additionally, a 40, 485 sq. ft. wet pond / lake is accommodating the retention of existing parking areas which serve the established Kingswood Condo community and is also intended to be utilized by the proposed Pulte Home Company, LLC townhome community.

The existing vegetation on the site has been surveyed and the proposed development respects the preservation of existing vegetation where applicable and possible while accommodating an infill proposal within an urban area of the City of Stuart. The proposed site plan achieves the preservation by creating preserve areas and native landscape areas

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to meet the 25% code requirements. Upland buffers/littoral planting is accommodated and includes an extension of existing preserve areas.

**Tree Mitigation:** This in-fill site, like many vacant parcels in the City of Stuart, will require the removal of native trees to allow for this new much- needed townhome community. The adjacent Kingswood community has utilized the eastern portion of the site for a nature trail and in a number of cases for driveways and parking areas. The applicant proposes to preserve trees and native understory for much of the area along this common boundary and the nature trail. In addition, supplemental native trees and shrubs will be planted in less dense areas to 'fill out" the native habitat.

To compensate for the removed native trees additional numbers of larger than required native trees and various palm trees are proposed on the site as indicated on the submitted landscape plans. However, the required pine tree mitigation has been met on site but the hardwoods cannot be reasonably accommodated on the site and so the applicant is proposing to contribute 50% of the required replacement inches which comes out to $111,125 to the City's Tree Fund. The applicant is proposing that, where feasible, this amount be used to supplement non- landscaped areas within the Kingswood Community including the existing pool southwest of the proposed project and other open spaces.

**Surrounding Properties Land Use & Zoning:** The subject property consists of two vacant parcels located to the south of SE Ocean A1A Blvd. with an established principle access off this State maintained as a major arterial right-of-way.

Property immediately abutting to the north of the subject property consists of the SE Ocean A1A Blvd. and an established Cedar Pointe Village residential condominium community further north of SE Ocean A1A Blvd. Cedar Pointe Village is a property located within Martin County's jurisdiction with a Future Land Use designation of High Density Residential and a zoning district designation of R-3, Liberal Multiple Family. The subject property is within the City of Stuart and has a Land Use designation of Multi-family and is zoned R-3, Residential - multi-family/office.

To the east and south of the subject property is the long established 444-unit Kingswood Condominium Community built from 1970 until 1995 with floor plans ranging from 2-bedroom, 2-bathroom condos with 1,236 sq. ft. to 1-bed, 1-bath condos with 691 sq.ft. of living area. Most of the Kingswood community consists of two-story condos with three newer 4 story elevator buildings having been completed more recently on the neighboring property. The Kingswood Condo community is separated into three phases with each having a separate property management company and HOA structure. Phases 1 and 3 each have one pool, clubhouse and shuffleboard courts and Phase 2 has the same amenities but with two pools and clubhouses. The property to the east and south has a Multi-family future land use designation and is zoned R-3, Liberal Multiple Family. The vacant parcels the subject of this development proposal have been carefully designed to safeguard the Kingswood Condo existing amenities while introducing an infill project of a scale and architectural style that is sympathetic and mindful of the existing established residential community.

To the West of the subject property is The Pointe at Ocean Blvd., an independent living community with apartments consisting of 3 story units with an Institutional Future Land Use and an R-3, Liberal Multiple Family zoning district designation. Further west of the subject property is Vista Pines condo community with a Multi-family future land use and R-3, Liberal Multiple Family zoning district designation.



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**Proposed Development:** The applicant is proposing to construct 80-unit two story townhomes known as Stuart Ocean Townhomes on a vacant infill property situated on the urban edge of the City of Stuart jurisdiction. The 80 units are to be accommodated in 14 separate townhome buildings consisting of the following breakdown in number of units per each:

Building A 7 units
Building B 6 units
Building C 6 units
Building D 4 units
Building E 2 units
Building F 6 units
Building G 6 units
Building H 6 units
Building I 6 units
Building J 6 units
Building K 6 units
Building L 6 units
Building M 6 units
Building N 7 units

The townhome development has been designed to be easily accessed of SE Ocean A-1A Blvd. with multiple driveway connections creating a well-planned urban infill project of a scale and density sympathetic to the longer standing established communities. Proposed driveways and sidewalks consist of layouts that will improve pedestrian and vehicular connections within the subject property and the surrounding established Kingswood Condo community. The townhomes have open floor plans and a two-car garage. Each of the floorplans consists of three-bedrooms and 2.5-baths measuring just under 1,900 square feet of living space.

A rezone to RPUD is required to address certain code provisions that are not included in the City LDR when considering the introduction of townhomes when property is zoned R-3:

- Section Sec. 2.04.01. - Generally. Minimum lot area 6,000 sq.ft.
- Minimum lot width 60 ft.
- Minimum Setbacks – front 25 ft,, sides 8 ft. and rear 20 ft.
- Sec. 6.01.03. - Rights-of-way. - Minimum driveway access requires 20 ft each side of center line as a local street and 15ft as an alley. The site plan makes provisions for 30 ft. private access driveways.
- Section 6.07.00.C.- Lighting maximum of 15 feet in height within non-vehicular pedestrian areas where the applicant requests a maximum height of 20 feet.
- Sec. 6.11.17. - Design standards matrix requires a maximum height of 6 ft. where the applicant is requesting a maximum height of 8 ft.

The public benefits offered as part of the development application and PUD zoning agreement include the following:

- The creation of preserve areas and native landscape areas to meet the 25% on property.



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- Upland buffer provisions where a littoral and extension of existing preserve is proposed.
- The creation of recreational lake trails that provide connectivity for pedestrians throughout the proposed and existing communities.

Such a request is consistent with Comprehensive Plan Objective B1 – Compact Urban Form, as the project discourages urban sprawl by facilitating urban redevelopment an infill development of properties and planning for urban infill and redevelopment of lands located within Stuart to achieve a compact urban form. The project is also consistent with Comprehensive Plan Objective B3. Desirable pattern of land uses. The proposal will enhance the pattern of development in a way that is compatible and convenient to City residents, businesses and visitors and avoids inappropriate or wasteful use of land.

**Access & Vehicular Circulation & Pedestrian Connectivity:** The main access to the subject property is intended to utilize the existing connection from the Kingswood Condo Community to SE Ocean SR A-1A Blvd. In addition, a cross connection on the southern portion of the subject property is intended to be accommodated to achieve a connection of vehicular traffic directly to Monterey Road (SR-714), via Kingswood Terrace. Within the proposed Stuart Ocean Townhomes project driveways have been designed to measure 30' as private access drives with 20' wide drive types. Established access and circulation roads connected with the Kingswood Cond community are intended to be maintained and effectively linked to the proposed subject property driveways and circulation provisions.

In addition to vehicular access, the site includes effective pedestrian circulation that will accommodate the new residents of the subject property while also maintaining and enhancing pedestrian connectivity within the established Kingswood Condo community. The creation of trails around the proposed detention area and connections to the existing trails in place and serving existing communities, will provide an enhanced level of pedestrian connectivity benefiting all of the residents within the area.

**Traffic Study:** A Traffic Impact Study has been prepared by the JFO Group, Inc. Trip distribution and assignment has incorporated the characteristics of the proposed development as well as the surrounding network configuration. The proposal was assessed against the provisions of the Land Development Code and categorized as a project with de minimis impact and a development in compliance with the Adequate Public Facilities Standards. Refer to the Traffic Impact Study for the full and complete analysis of the proposal against traffic and concurrency code provisions.

**Parking Provisions:** City of Stuart Land Development Code, Sec. 6.01.13. - Off-street parking schedule, requires 2 parking spaces per unit when 2 or more bedrooms are proposed. Parking within the subject property is proposed to include 198 spaces where 160 spaces are required. The 38 additional parking spaces will ensure adequate parking provision within the community and includes 11 on street parking spaces. The retention of existing parking on parcels A and B as indicated on the site plan achieves the retention of parking that has been historically connected with serving existing residents of the Kingswood Condo Community. The subject property site plan has been designed to achieve an unobstructed access through the parking areas to ensure emergency service vehicles may navigate through the property safely and effectively.

**Architectural Details:** The project has been designed with the theme of the architecture being South Florida Mediterranean with an emphasis on residential details of a high standard to represent Pulte Home, LLC products well established within other communities across Florida. The facades and variable size of the townhome buildings in



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blocks ranging from two to seven units within each of the structures, create a visual interest and varying scale of development throughout the proposed community. Architectural details are included on each of the four sides of the proposed townhome units with the entry to the development via SE East Ocean A1A Blvd offering a high standard of design and scale.

**Landscaping & Buffers:** The landscape as proposed meets the requirements of the City's approved plant list and exceeds the 50% native requirements.

Landscape buffers have been provided on the eastern and western sides of the subject property with a 10' landscape buffer to be included on the western edge and measuring 80 ft. at its widest point along a large part of the eastern edge of the subject property. Throughout the subject property a series of dry retention areas are also intended to accommodate rain gardens, adding an extensive visual and environmental amenity to the project. Internal to the property the applicant has provided the necessary plantings according to the height of the respective buildings. Additional landscaping will be provided within the trail areas, around the dry detention areas and within the public open space areas.

**Signage:** A signage program will be proposed as part of the site plan application. The signage will include a proposed monument sign intended to identify Stuart Ocean Townhome development to the public. The sign will be located at the main vehicular entrance off of SE East Ocean A1-A Blvd. 10 feet from the right of way. The sign will be a maximum height of 8' by a maximum base width of 21'. The sign will include the project address and name of the residential community.

**Request for Major Site Plan Approval:**

Demonstration that the proposed 80 unit townhome development is consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses.

FLU – The subject property has a future land use (FLU) designation of Multifamily (MF). Per Section 2.01.03 Table 1, the zoning of the subject property is a compatible Residential Planned Unit Development (RPUD). A townhome use is a permitted use in the RPUD zoning district per code Section 2.02.02 Table 2.

The Multi-family future land use designation and proposed RPUD zoning district designation affords the property the opportunity to accommodate 330 residential units on the subject property and a maximum density of 30 dwelling units per acre. The applicant proposes to accommodate 80-unit townhome development, with a proposed density of 7.25 dwelling units per acre which will not exceed the density requirements of Section 2.03.03 regarding density provisions. The intensity is of the will not exceed LDC Sec. 2.03.10. - Table 4 requirements.

The use is compatible with both existing uses, zoning and FLU. The proposed use is compatible with the surrounding established namely residential condo communities.

LOS Transportation - The proposed development is located on SE East Ocean A-1a Blvd. It is anticipated that the proposed development will have no adverse impact on the level

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of service applicable to SE Ocean Blvd and this part of the community. The Traffic Impact Study provides details to support this statement.

The following Level of Service standards are adopted in the Comprehensive Plan Infrastructure element to be used as the basis for determining the availability of facility capacity.

• Sanitary sewer facilities o 80 gallons per capita per day (residential) o 1,100 gallons per acre per day (nonresidential) o 115 gallons per capita per day (total wastewater flow rate) • Solid waste facilities o 3.5 pounds per capita per day (residential) o 0.007 pounds per square foot per day (nonresidential) • Drainage facilities o Retention of half of the runoff of a 25-year/3-day-duration storm event for parcels greater than 1 acre, and retention of half of the runoff of a 10-year/3-day storm event for parcels less than 1 acre • Finished Potable water o 250 gallons per day per equivalent residential connection o The site is within the service area whereby such levels of service are available and adequate to accommodate an 80 unit townhome development.

With the exception of those applicable code provisions detailed above as applicable for review against the merits of the request to rezone the property to RPUD, the project complies with the relevant development standards of the City of Stuart Land Development Code.

## Rezoning Application:

**Rezoning and Land Development Code Consistency Review :** Section 11.01.02.7 (Zoning Map Changes) 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.

Comprehensive Plan Policy A7.1. includes townhomes as a permitted use for properties with either a Low Density Residential or Multi-Family Residential land use designation. As the property has a Multi-Family Land Use designation, a townhome use is therefore permitted, as is the case with a property zoned R-3, Liberal Multiple Family zoning district designation.

**The existing land use pattern:** The subject property has a Future Land Use designation of Multi-family Residential, Per Section 2.01.03, Table 1, the zoning on the subject property is compatible with Residential Planned Unit Development (RPUD). A townhome development is a permitted use as either a single family or multi-family land use classification. The land use pattern will remain unchanged as part of this proposal with Multi-family Residential dominating this part of the eastern edge of the City of Stuart's jurisdictional area. Patterns of development are predominantly residential, with a number of condominium communities having been established and an independent living facility to the immediate west of the property. Existing properties range in height from 2 to 4 stories with the proposed Stuart Ocean townhome community including maximum heights of 2 stories as part of the development pattern and scale. The proposal is consistent with the future land use provisions and consistent with the City Land Development Code provisions regarding use as per Section 2.01.03.

**The possible creation of an isolated district unrelated to adjacent and nearby districts:** Rezoning the property to the RPUD will not detract from the overriding Multi-family future land use designation policy protection measures associated with the property. The majority of the properties surrounding the site are zoned R-3, Liberal



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Multiple Family zoning district designation which includes the townhomes as a permitted use consistent with the applicant's request. The RPUD zoning agreement affords the project the opportunity to attached conditions specific to expectations for development on the site, will ensure safeguards are in place to compliment existing patterns of development. Some of those additional safeguards will also offer the necessary assurances to the established Kingswood Condo residents regarding preservation of existing trails and parking areas, open space and upland preservation area provisions which offer significant amenity to the proposed and existing communities.

**The population density pattern of the area and possible increase or overtaxing of the land on public facilities such as schools, utilities and streets:** The proposal site is located on the edge of the urban fringe of the City of Stuart's jurisdiction where infrastructure is readily available and access to stores and businesses lie close to the property. As an urban infill site, the property is located within a well-established residential community with schools, utilities and existing streets to be utilized to accommodate the project all readily available. Utilizing the subject property offers an opportunity to add to the existing City population, strengthening support of the existing schools, commercial and community infrastructure within the City limits and achieves a sustainable and complimentary form of development.

**The possible overloading of the City's utility system:** As per the Engineer's report and analysis provided in support of the project, existing water and sewer provisions are readily available and impact fees will be paid to contribute towards the introduction and maintenance of the project. Adding residential provisions to this part of the City will also provide a growth in tax revenues to add to the overall maintenance and provision of public service provisions within the City of Stuart.

**The existing district boundaries in relation to existing conditions on the subject property:** Addressed above.

**The existence of changed or changing conditions which make the passage of the proposed rezoning necessary or appropriate:** Rezoning the property to RPUD is an acceptable zoning district designation for properties with a Multi-family land use designation. A zoning change is required on the property to RPUD to address certain elements of the City of Stuart Land Development Regulations which do not make the necessary provisions to allow for the design and siting of townhomes regarding minimum lot sizes and minimum lot widths and introducing a townhouse type dwelling. Right of way requirements afforded to a property ordinarily require a 20' to center line for a two-way traffic access road whereas a townhome development such as that proposed on the subject property can achieve reduced driveway widths while ensuring the safe travel through the proposed community.

**The impact of the proposed rezoning upon living conditions in the adjacent neighborhood:** The development of a vacant infill lot in an urban area of the City of Stuart will provide additional residential units in this area of the City. Benefits to the adjacent neighborhood include greater access to an improved and well-planned set of open space and upland preservation areas through an expansion and formulization of trails. Proposed buffer provisions, landscape improvements and the introduction of a townhome development is of a scale, use and layout complimentary to the long-established residential condominium communities.

**The impact of the rezoning upon the flow of light and air to adjacent areas:** The proposed townhome units have been placed in blocks ranging from 2 to 7 units throughout



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the site. None of the units are within proximity to any single family residential units. The proposed two-story height will not detract from established residential units ranging from 2 to 4 stories in height at the Kingswood Condo community.

**The impact of the proposed rezoning upon property values in the adjacent area:** Developing the property with the assurances and development parameters clearly established in the PUD will increase property values and add to the tax bases in both the City and County.

**The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations:** The proposed rezone to RPUD provides additional assurances in the form of a PUD zoning agreement in addition to the parameters of development afforded to a property with an R-3 zoning district designation.

**The existence of other adequate sites in the City for the proposed use in districts already permitting such use:** An objective of the City of Stuart is to plan for a city with diverse and sustainable supply of a mixed housing provision. This project will increase those provisions available within the City of Stuart.

**Application to Rezone Real Property Components (as per application form requirements).**

| Item# | Typical Plan Components | Response |
|---|---|---|
| 1 | Schedule a pre-application | Pre-application meeting completed 2019 |
| 2 | Plans 24" x 36" – 2 sets | Attached are 2 sets of the final site plan in State Plan Coordinates |
| 3 | Folded drawings | All documents are folded as per requirements |
| 4 | Graphic scale displayed | Completed |
| 5 | Title Block | Completed with north arrow, street address, date prepared and the company who produced the document |
| 6 | Site data summary | Provided a final site plan consistent with the Major Development Plan application. The site plan indicates density, the number of proposed townhouse units, open space provision and upland preserve areas. Parameters for development of the site in accordance with the proposed Multi-Family Residential Future Land Use. |
| 7 | Legal Description and parcel boundary survey | Boundary survey prepared by a licensed surveyor in the State of Florida |
| 8 | Vicinity Map | Attached |
| 9 | Zoning Map, Future Land Use Map and Aerial Map | Attached & labelled |
| 10 | CD in pdf downloadable file | Completed and file combined to provide bookmarks of each document submitted downloadable file on disc. |



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| | | |
|---|---|---|
| 11 | Signed and sealed pdf downloadable file on disc | Scanned versions of the documents requiring signature have been attached to be read in conjunction with the original paper sets |
| 12 | Revised plans to be clouded and accompanied by a cover letter | Not applicable |
| 13 | Access and traffic flow plans | Access is from the A1A - SE OceanBlvd. utilizing an existing access roadway established to accommodate the Kingswood Condo community. A Traffic Impact Study is attached. |
| 14 | Any traffic lights installed will require traffic pre-emption device | N/A |
| 15 | Fire Department Access, Water Supply, etc. | The utilization of an existing access road is detailed on the site plan. Adequate access has been provided to accommodate Emergency Service Vehicles and maintain effective links with the existing roadway layouts connected with the established residential communities. |
| 16 | Existing buildings and structures on the project and within 50 feet of the project's property lines | The site plan depicts links with existing infrastructure and proximity to existing structures and buildings within 50 feet of the subject property. An aerial map has also been provided showing the surrounding properties. |
| 17 | Existing uses and zoning on all adjacent property | The site plan, a series of map exhibits and the justification letter/narrative depict the existing uses, zoning and land use on adjacent properties. |
| 18 | Locations of the nearest available public water supply and wastewater disposal system and the proposed tie-in points | Such details are included on the site plan and civil plans and demonstrate water and wastewater systems are in place to accommodate the subject property proposal. |
| 19 | Proposed development to show location, size, allowable use, height, total gross floor area, and distance to property lines and between buildings. Number of buildings, density per gross acre, height and type of fences, walls, etc. Architectural elevations, off street parking, etc. | Details as applicable are included on the site plan and architectural elevations with more specific parameters for development included within the draft RPUD. |
| 20 | Building setback distances from property lines, abutting right of way centerlines, and all adjacent buildings and structures. | Details are included on the site plan and the Draft RPUD zoning agreement. |



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| | | |
|---|---|---|
| 21 | Minimum floor elevations of buildings and finished floor elevations of subject property and adjacent property. | Provided on the site plan details in accordance with Florida Statutes and Building Code provisions. |
| 22 | Pedestrian Circulation System and Points of Ingress and egress | Provided on the final site plan with efforts to maintain and improve pedestrian and vehicular access within the subject property and with the established adjacent communities. |
| 23 | Concurrency review. Traffic Study or Statement. School Concurrency. | A Traffic Impact Study has been provided demonstrating compliance. A school concurrency form has been completed and attached to the application packet demonstrating compliance with school concurrency requirements. |
| 24 | Phasing plan/details. | The project will be completed in a single phase as per the site plan details. |
| 25 | Dumpsters. | Not applicable. |
| 26 | Various plans included. Site lighting plan. Signage plan, landscape plan | Provided in accordance with LDR requirements. |
| 27 | Location, names and widths of proposed streets. etc. | Location of streets provided, private access drives within the property. Naming of such will need to be completed as the project progresses. |
| 28 | Utility lines and structures such as water, sewer, gas, electric, telephone, hydrants, main size, etc. | Utility lines and structures are depicted in the civil drawings/documentation as provided by the Engineer of Record. |
| 29 | Cross sections and specifications of all proposed pavements | Provided as part of the civil drawings/documentation provided by the Engineer of Record. |
| 30 | Location of proposed retention/detention areas | Provided on the site plan details and supporting civil documents |
| 31 | Typical and special roadway and drainage sections | Provided by the Engineer of Record |
| 32 | Locations of all land to be abandoned, dedicated or reserved for all public and private uses including rights-of way, easements, special reservations | Not applicable. |
| 33 | Location of onsite well and any wells within 1500 feet. | Will be analyzed and provided at the time of site permit. |
| 34 | Pre-application meetings – potential environmental impacts to be discussed. | A pre-application meeting was completed ahead of the submittal of the development application. Discussions included ensuring environmental elements of the existing site and established residential communities are respected. |

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| | | |
|---|---|---|
| 34A | Avoidance or minimization of wetland or other environmental impacts. | No wetlands exist on the property or immediately adjacent to. Environmental impacts have been minimized while achieving the effective utilization of an infill property within an urban part of the City. |
| 34B | On site minimization. | As per the site plan details. |
| 34C | All waterbodies, watercourses, wetlands and associated buffers on site and immediately adjacent to the site | No wetlands or waterbodies on or immediately adjacent to the subject property. |
| 34D | Existing vegetation on site | Existing vegetation on the property has been depicted on the survey/tree survey and environmental report. |
| 34E | Wetlands – wetland delineation map and opinion from professional regarding wetland environmental value | Not applicable as no wetlands exist on or adjacent to the property. |
| 34F | Wildlife observed | As per the environmental report. |
| 34G | Preserve area and upland buffer evaluation | Achieved preserve area requirements on the subject property and provided buffers to minimize impacts on the surrounding established residential communities as applicable. |
| 34H | Native vegetation Preserve Area Onsite/Offsite | Achieved on site as per the details depicted on the site plan and landscape plan. Utilized existing parcels connected to the site for open space and upland preserve calculations. |
| 34I | Use of drought-tolerant native vegetation in landscaping | Refer to landscape plan for details. |
| 34J | Exotic and invasive vegetation to be removed | Refer to environmental study. |
| 35 | Frontage type(s). | Two story townhouse structures have been located with principle elevations of Buildings A and B fronting East Ocean Blvd. Refer to architectural elevations for details regarding architectural styles, scale and massing of the building(s). |
| 36 | Minimum percentage of façade | Not applicable. |
| 37 | Location of transition line if applicable. | Not applicable. |
| 38 | Minimum percentage of glass | Not applicable. |
| 39 | Slope of pitched roof. | As per architectural elevations and details. |
| 40 | Height of parapet wall, if any | Not applicable. |
| 41 | List of exterior materials, colors and finishes. | As per architectural elevations and details. |
| 42 | Architectural details. | As per architectural elevations and details. |
| 43 | Curb cut, if any | Utilizing existing curb cut onto East Ocean Blvd. |
| 44 | Outbuildings, if any | Not applicable. |



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| | | |
|---|---|---|
| 45 | Height, length, depth, projection of balcony rails. | As per architectural elevations and details. |
| 46 | Traffic Drive aisle width. | As per site plan details and civil plans |
| 47 | Material of roofs and gutters | As per architectural elevations and details. |
| 48 | Specification of arcades and porches if any | Not applicable. |
| 49 | Materials, configuration, and operations of windows and doors | As per architectural elevations and details. |
| 50 | Garden wall, if any | Not applicable |

**Objective B1. - Compact urban form.**
Discourage urban sprawl by facilitating urban redevelopment and infill development of properties and planning for urban infill and redevelopment of lands located within Stuart in order to achieve a compact urban form.

**Objective B3. - Desirable pattern of land uses.**
Promote and enhance a pattern of land uses that are compatible; that are convenient to City residents, businesses, and visitors; that avoid inappropriate or wasteful use of land; and that encourage efficient use of land, resources and facilities. Future land uses shall be designated to support the existing or planned community character, thereby prohibiting the development or expansion of uses which are inconsistent with the community's character. Reduce blighted areas through redevelopment. Land development and use regulations shall include provisions to ensure consistency with this Comprehensive Plan.

Water service is to be provided by the City of Stuart.

The Service Provider will be City of Stuart. A subsequent site plan submittal packet, complete with Engineering construction plans will demonstrate adequate treatment plan capacity exists to service the development of the site. *A potable water service capacity reservation for any development on the site will require the execution of a Water and Wastewater Service Agreement with City of Stuart Utilities to secure such provisions.*

Sanitary sewer service is to be provided by the City of Stuart Treatment Facility. Sanitary sewer treatment plan capacity will be required to be reserved through the execution of the water and wastewater service agreement with City of Stuart and the payment of applicable fees. Wastewater lines of adequate capacity to service the development site are in place.

If you have any questions or comments or need additional information- please call or email me. Thank you for your time and assistance. We look forward to working with you and your team.

Sincerely,



Michael Houston ASLA

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President  HJA Design Studio, LLC



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**VIA EMAIL**

January 31, 2020

Tom Reetz
Senior Planner
City of Stuart Planning Department
49 Flagler Avenue
Stuart, Florida

**Re: Stuart Ocean Townhomes -RPUD Rezoning & Major Development Site Plan**
**3rd Resubmittal - Response Letter**

**Our Ref #: 19005**

Dear Tom,

Below, please see responses to 2nd round of comments received from staff regarding Public Works and Fire Department comments on 1-29-20. Please let me know if you have any questions or would like to discuss in more detail. Thank you.

Fire Department

1. FFPC 6th edition, NFPA 1 18.5.1 Fire hydrants shall be provided in accordance with Section 18.5 for all new buildings, or buildings relocated into the jurisdiction unless otherwise permitted by 18.5.1.1 or 18.5.1.2. NFPA 1 18.5.1.4 The distances specified in Section 18.5 shall be measured along the fire department access roads in accordance with 18.2.3.

**Response: Acknowledged. The plans have been updated to ensure hydrant have been provided in accordance with Section 18.5 of FFPC 6th Edition. Please see attached sheets C-10.0, C-10.1, TR-1 and TR-2.**

2. Curbs at the turn arounds shall be mountable curbs.

**Response: The curbs at the turn arounds shall be mountable Type E curbs. Please see attached sheet C-5.1, 5.2 & 5.5.**

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Public Works

1. WATER- The proposed water supply connection is not approved. The site water supply must take place at/from the City of Stuart owned infrastructure and within the SE Ocean Blvd. R.O.W. with applicable backflow protection.

**Response: The proposed water supply has been revised to connect to the City of Stuart owned infrastructure within SE Ocean Blvd. with backflow protection. Please see attached sheet C-10.4.**

2. Must utilized City of Stuart Construction Standard details (latest version) as it relates to the all proposed construction within the Public ROW as well as the proposed potable water meters & water meter boxes. Each potable water meter box must include an inlet lockable curb stop, a dual check located on the outlet side of the meter and a manufactured opening within the meter box lid for the AMR antenna for radio read meters.

**Response: All proposed construction within public right-of-way, will utilize the City of Stuart Construction Standard details. The water meters have been provided with the mentioned specifications. Please see attached sheets C-10.0 and C-10.4.**

3. All construction pertinent to this Department shall be installed, inspected and tested in accordance with the City of Stuart Minimum Design and Construction Standards latest edition and the City of Stuart Specifications and Ordinances where applicable. In case of discrepancies between the construction plans and afore mentioned manuals, the most restrictive shall apply.
All plans to be reviewed by this Department shall be routed through the Permit Technician in the Development Department. Approval by this department shall not be construed to be a license to proceed with work and shall not be construed as authority to violate, cancel, alter or set aside any of the provisions of the City Code. Approval shall not prevent this department from thereafter requiring a correction of errors in plans, construction or violation of City Code.
CODE COMPLIANCE RESTS WITH THE DESIGN ENGINEER.

**Response: Acknowledged. All construction pertinent to the department will be installed, inspected and tested in accordance with City of Stuart Minimum Design and Construction Standards.**

If you have any questions or comments or need additional materials please call or email me. Thank you for your time and assistance.

Sincerely,

Michael Houston ASLA
President HJA Design Studio, LLC



c.c. Aimee Carlson
Andrew Maxey
Todd Troxell

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Revised November 8, 2019
August 31, 2019

Aimee Craig Carlson, AICP
Director of Land Planning & Entitlement
SE Florida Division
4400 PGA Blvd, Suite 700
Palm Beach Gardens, FL 33410

**RE: Stuart Ocean Townhomes – Traffic Impact Study**
**Parcel ID: 27-37-41-033-000-00040-2/-00050-9**

Dear Aimee,

JFO Group Inc. has been retained to evaluate a traffic impact analysis to determine compliance with the *Martin County Adequate Public Facilities Standards – Article V, Division 3, Section 5.63-5.64, of the Martin County Land Development Code*. This traffic statement is associated with the site plan application for the Stuart Ocean Townhomes property. The site is located on the south side of Ocean Boulevard (SR-A1A), about 0.60 miles east of Monterey Road (SR-714) in the City of Stuart. Figure 1 shows the project location in relation to the transportation network. Parcel ID Number associated with this project is 02-38-41-000-000-00020-6/-00050-9. A copy of the property appraiser information is included as Exhibit 1 while Exhibit 2 includes a copy of the proposed site plan for the project. Project buildout is expected in the year 2024.

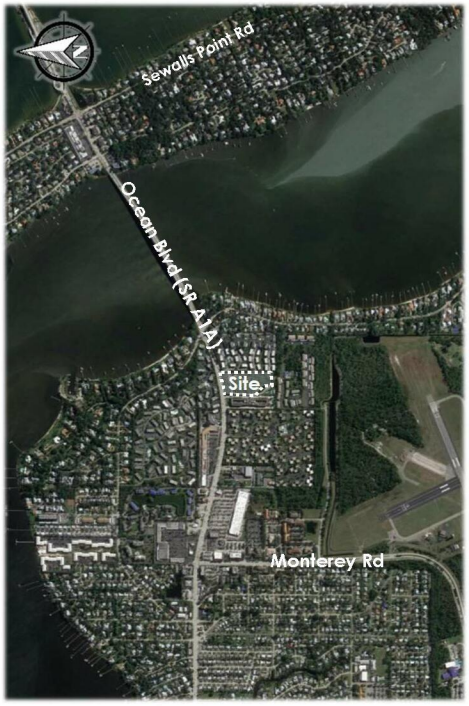


**Figure 1 : Project Location**

The Stuart Ocean Townhomes project is proposing 80 townhomes. Project trip generation rates used for this analysis were based on ITE Trip Generation Rates, 10th Edition. Table 1 shows the rates used in order to determine the trip generation for Daily, AM, and PM peak hour conditions. Exhibit 3 includes the ITE Trip Generation rates used in this analysis.

Table 2 summarizes the net Daily, AM, and PM peak trips potentially generated by the proposed development. According to Table 2, the net Daily, AM and PM peak trips potentially generated due to the proposed development are 586, 37 and 45 trips respectively. According to Section 5.64.C. from the Land Development Regulations (LDR) and given the trip generation characteristics from Table 2, this analysis needs to consider the first directly accessed road on the major road network.

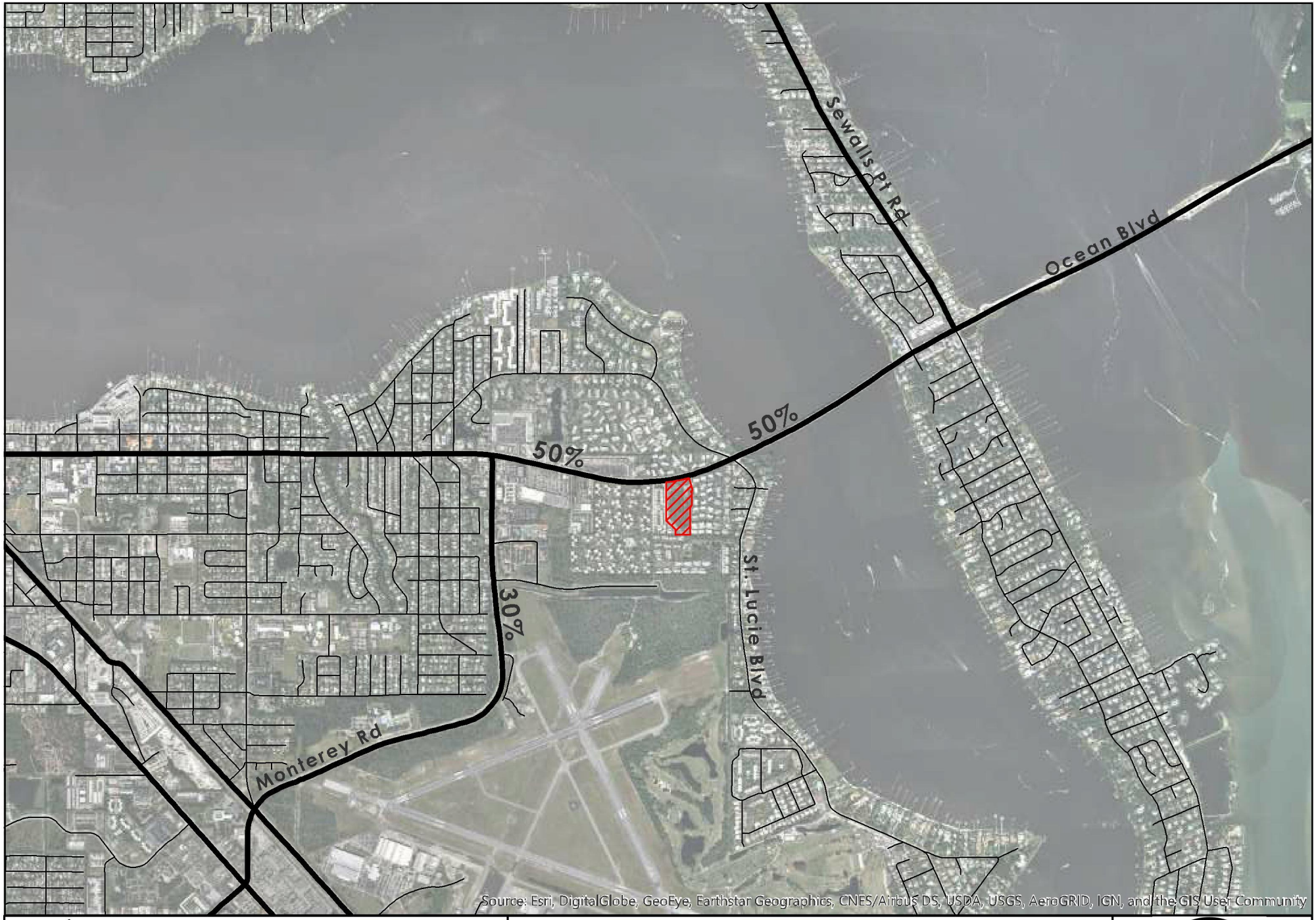
**Table 1: Trip Generation Rates**

| Land Use | ITE Code | Daily Trip Gen. | AM Peak Hour | | | PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|
| | | | In | Out | Total | In | Out | Total |
| Townhouse | 220 | 7.32 | 23% | 77% | 0.46 | 63% | 37% | 0.56 |

**Table 2: Trip Generation**

| Land Use | Intensity | Daily Traffic | AM Peak Hour | | | PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|
| | | | In | Out | Total | In | Out | Total |
| Townhouse | 80 DU | 586 | 9 | 28 | 37 | 28 | 17 | 45 |


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Project Site

0.15 0.07 0 0.15 0.3 0.45 0.6

Miles

# Figure 2:
# Trip Distribution
# Stuart Ocean

The main access to the site is being proposed on the existing connection from the Kingswood Community to Ocean Boulevard (SR-A1A). In addition, there is a cross connection on the southern portion of the site that will connect vehicular traffic directly to Monterey Road (SR-714) via SE Kingswood Terrace. Trip distribution and assignment included in Figure 2 incorporates the characteristics of the proposed development as well as the surrounding network configuration. Figure 3 provides Daily, AM and PM peak hour driveway volumes for the Stuart Ocean Townhomes property.

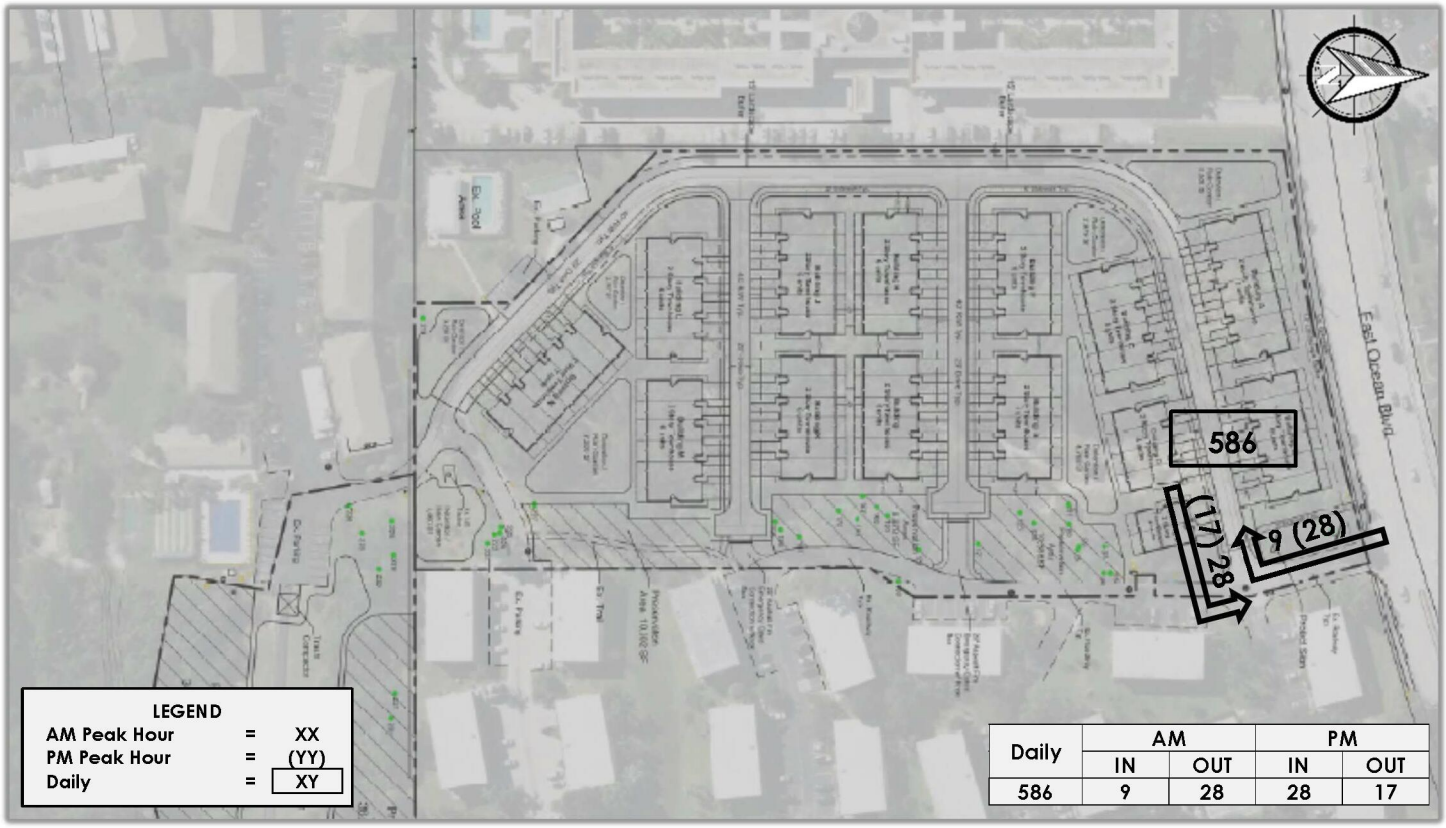



**Figure 3: Project Driveway Volumes**

Based on the trip generation characteristics shown in Table 2, PM peak hour period has higher trip generation than the AM peak hour period. Therefore, following Martin County LDR, project traffic impact shall be analyzed for PM peak hour conditions. Table 3 presents a summary of the project impact on the roadway links for the project build-out during peak hour conditions. Under the assumed distribution, Volume/Capacity (V/C) ratios for peak hour conditions were analyzed for the project build-out. This V/C calculation provides a preliminary understanding of future conditions at the assumed project build-out in 2024.

**Table 3: Level of Service Analysis**

| Link | From | To | Capacity | Average Annual Growth Rate[1] | 2018 Peak Hour Directional Volume[1] | 2024 Projected Traffic | Project Assignment | PM Peak Hour | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Project Traffic Peak Direction | Project Impact | 2024 Total Peak Hour Directional | 2024 V/C | Exceeds LOS? |
| SR-A1A (Ocean Blvd) | SR-714 | St Lucie Blvd | 1,630 | 1.4% | 1,193 | 1,297 | 50% | 14 | 0.86% | 1,311 | 0.80 | NO |
| SR-714 (Monterey Rd) | CR-A1A | SR-A1A | 1,910 | 2.4% | 1,068 | 1,231 | 30% | 8 | 0.42% | 1,239 | 0.65 | NO |

PM Directional Peak Hour = 28 Trips (IN)

[1] Source: *Martin County 2018 Roadway LOS inventory Report*, effective March 1, 2018. See Exhibit 4.


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As shown in Table 3, the Stuart Ocean Townhomes development will potentially generate less than one percent (1%) of the adopted LOS "D" for major thoroughfares within the study area. In addition, V/C ratios will be less than one hundred ten percent (110%).

Furthermore, on April 12, 2019, turning movement counts at the proposed access were collected to determine if a right turn lane will be warranted at project buildout. On April 18, 2019, F-DOT issued a conceptual approval for the project to use the existing full median on the south side of SE Ocean Boulevard (SR-A1A), located approximately 750 feet west of SE St. Lucie Boulevard. See Exhibit 5 for a copy of the FDOT approval. Exhibit 6 includes HCS analyses for the project driveway. Table 4 summarizes the results of the HCS analyses. As shown in Table 4, a right turn lane at the project driveway is not warranted, and, the existing left turn lane will be able to accommodate existing and future traffic.

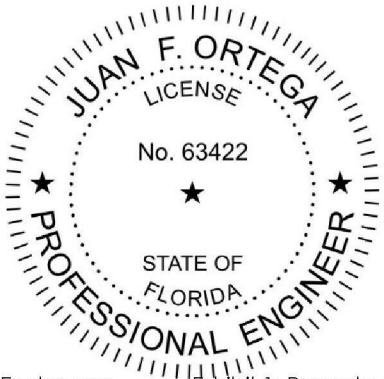
**Table 4: HCS Driveway Analysis Summary**

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Movement** | **U** | **L** | **T** | **R** | **U** | **L** | **T** | **R** | **U** | **L** | **T** | **R** |
| **AM** | | | | | | | | | | | | |
| Volume (veh/h) | - | - | 722 | 12 | 0 | 11 | 1231 | - | - | 35 | - | 29 |
| 95% Queue Length, $Q_{95}$ (veh) | - | - | - | - | - | 0.0 | - | - | - | 0.5 | - | 0.2 |
| 95% Queue Length, $Q_{95}$ (ft) | - | - | - | - | - | - | - | - | - | 12.5 | - | 5 |
| Turn Lane (ft) | - | - | - | - | - | 160 | - | - | - | 100 | - | 100 |
| **PM** | | | | | | | | | | | | |
| Volume (veh/h) | - | - | 1126 | 36 | 0 | 30 | 908 | - | - | 25 | - | 13 |
| 95% Queue Length, $Q_{95}$ (veh) | - | - | - | - | - | 0.2 | - | - | - | 0.5 | - | 0.1 |
| 95% Queue Length, $Q_{95}$ (ft) | - | - | - | - | - | 5 | - | - | - | 12.5 | - | 2.5 |
| Turn Lane (ft) | - | - | - | - | - | 160 | - | - | - | 100 | - | 100 |

Therefore, according to Section 5.64.B from the *Martin County - Land Development Code* the subject development is categorized as a *project with de minimis impact.* The traffic impact of the proposed site plan for the Stuart Ocean Townhomes development has been evaluated following *Section V.3.5.64 of the Martin County Land Development Code*. This analysis shows that the proposed development will be in compliance with *Martin County Adequate Public Facilities Standards – Article V, Division 3 of the Martin County Land Development Code*.

Sincerely,

**JFO GROUP INC**
COA Number 32276




Enclosures:
Exhibit 1: Property Appraiser Information
Exhibit 2: Preliminary Site Plan
Exhibit 3: ITE Trip Generation Rates
Exhibit 4: 2018 Roadway LOS Report
Exhibit 5: F-DOT Conceptual Approval
Exhibit 6: Driveway Analysis
Exhibit 7: Traffic Impact Analysis Review


11924 Forest Hill Boulevard, Suite 10A-123 • Wellington, Florida 33414
www.jfogroupinc.com • info@jfogroupinc.com

This item has been electronically signed and sealed by Dr. Juan F. Ortega PE on November 8, 2019 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

# Martin County Property Information Lookup

## General Information

| | |
|---|---|
| Parcel # | 023841000000000206 |
| Owner Name: | SERRAGUI GROUP INVESTMENTS LLC |
| Owner Address: | 21 SW 15TH RD STE 200 MIAMI, FL 33129 |
| Site Address: | , |
| Storm Surge Evacuation Zone: | |
| Flood Zone: | AE,X500,X |
| Base Flood Elevation: | 6,N/A' NAVD |
| FIRM Panel: | 12085C0154G |
| Urban Service District: | Primary |
| Municipality: | City of Stuart |
| Taxing District: | Municipality |
| ISO-PPC Rating: | Contact City of Stuart Fire Rescue |
| Subdivision infill applicability: | No |

**Building Design Wind Speed**

| | |
|---|---|
| Occupancy Category I: | 150 |
| Occupancy Category II: | 160 |
| Occupancy Category III and IV: | 170 |

## Land Use

*NOTE: Land Use information can change frequently, please verify with the Martin County Growth Management Department at 772-288-5495

| | |
|---|---|
| Zoning: | STUART |
| Zoning Details: | N/A |
| Future Landuse | NO DATA |
| Landuse Details: | N/A |

## Community Redevelopment

| | |
|---|---|
| CRA: | N/A |
| Zoning Overlay Zone: | N/A |
| Mixed Use Areas: | N/A |

## Schools

School information obtained from the Martin County School District system. If there are any questions, please contact the Martin County School District at 772-219-1200

| | |
|---|---|
| Elementary School: | J D Parker Elem |
| Middle School: | Stuart Middle School |
| High School: | Jensen Beach High School |

Created: August , 16th, 2019 10:56 PM

## Property Location Map



## Election Information

Election information obtained from the Martin County GIS system. If there are any questions, please contact the Martin County Supervisor of Elections at 772-288-5637

| | | |
|---|---|---|
| Voter Precinct | 7 | |
| Commission District: | 1 | |
| Commissioner: | Doug Smith | 772-288-5400 |
| Clerk of Circuit Court: | Carolyn Timmann | 772-288-5576 |
| County Sheriff: | William Snyder | 772-220-7000 |
| Property Appraiser: | Laurel Kelly | 772-288-5608 |
| School Superintendent: | Laurie J. Gaylord | 772-219-1200 |
| Supervisor of Elections: | Vicki Davis | 772-288-5637 |
| Tax Collector: | Ruth Pietruszewski | 772-288-5600 |

## Utilities & Solid Waste

| Service: | Utility: | Availability: | Phone: |
|---|---|---|---|
| Water: | City of Stuart Utilities | Call | 772-288-5317 |
| Sewer: | City of Stuart Utilities | Call | 772-288-5317 |

| | |
|---|---|
| Recycle Collection: | N/A |
| Trash Collection: | N/A |

Print

**Disclaimer:** The Geographic Information System map product, received from Martin County, ("COUNTY") is provided "as is" without warranty of any kind, and the COUNTY expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The COUNTY does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by the COUNTY in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the COUNTY is entirely assumed by the recipient. Please contact the responsible Martin County Department for specific determinations.

# Martin County Property Information Lookup

## General Information

| | |
|---|---|
| Parcel # | 023841000000000509 |
| Owner Name: | SERRAGUI GROUP INVESTMENTS LLC |
| Owner Address: | 21 SW 15TH RD STE 200 MIAMI, FL 33129 |
| Site Address: | , |
| Storm Surge Evacuation Zone: | |
| Flood Zone: | AE,X500,X |
| Base Flood Elevation: | 6,N/A' NAVD |
| FIRM Panel: | 12085C0154G |
| Urban Service District: | Primary |
| Municipality: | City of Stuart |
| Taxing District: | Municipality |
| ISO-PPC Rating: | Contact City of Stuart Fire Rescue |
| Subdivision infill applicability: | No |

**Building Design Wind Speed**

| | |
|---|---|
| Occupancy Category I: | 150 |
| Occupancy Category II: | 160 |
| Occupancy Category III and IV: | 170 |

## Land Use

*NOTE: Land Use information can change frequently, please verify with the Martin County Growth Management Department at 772-288-5495

| | |
|---|---|
| Zoning: | STUART |
| Zoning Details: | N/A |
| Future Landuse | NO DATA |
| Landuse Details: | N/A |

## Community Redevelopment

| | |
|---|---|
| CRA: | N/A |
| Zoning Overlay Zone: | N/A |
| Mixed Use Areas: | N/A |

## Schools

School information obtained from the Martin County School District system. If there are any questions, please contact the Martin County School District at 772-219-1200

| | |
|---|---|
| Elementary School: | J D Parker Elem |
| Middle School: | Stuart Middle School |
| High School: | Jensen Beach High School |

Created: August , 16th, 2019 10:55 PM

## Property Location Map



## Election Information

Election information obtained from the Martin County GIS system. If there are any questions, please contact the Martin County Supervisor of Elections at 772-288-5637

| | | |
|---|---|---|
| Voter Precinct | 7 | |
| Commission District: | 1 | |
| Commissioner: | Doug Smith | 772-288-5400 |
| Clerk of Circuit Court: | Carolyn Timmann | 772-288-5576 |
| County Sheriff: | William Snyder | 772-220-7000 |
| Property Appraiser: | Laurel Kelly | 772-288-5608 |
| School Superintendent: | Laurie J. Gaylord | 772-219-1200 |
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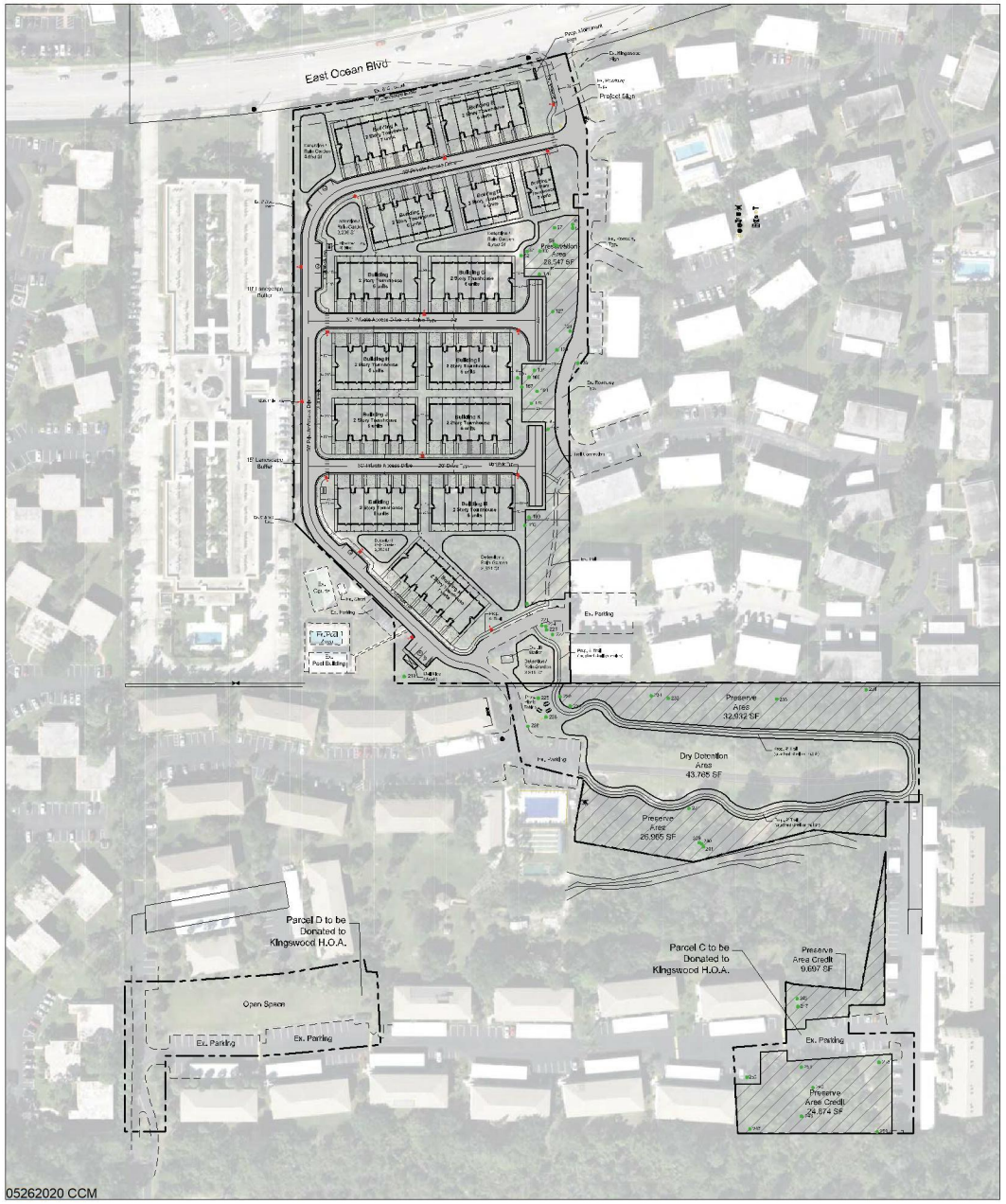
## Utilities & Solid Waste

| Service: | Utility: | Availability: | Phone: |
|---|---|---|---|
| Water: | City of Stuart Utilities | Call | 772-288-5317 |
| Sewer: | City of Stuart Utilities | Call | 772-288-5317 |

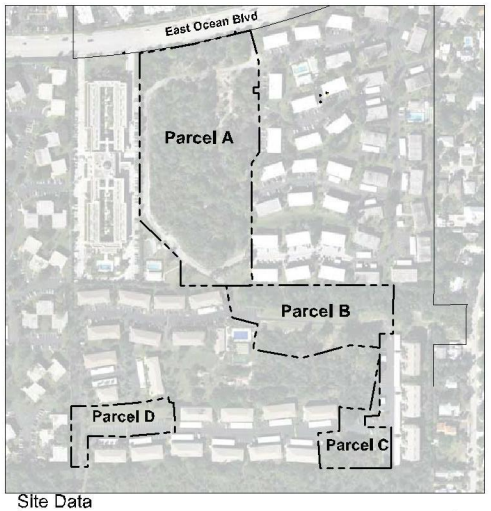
| | |
|---|---|
| Recycle Collection: | |
| Trash Collection: | N/A |

Print

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## Parcel Map




### Site Data

| | | |
|---|---|---|
| Total Site Area | 11.03 Ac. / 480,602 sf | |
| Parcel A | 8.02 Ac. / 349,446 sf | |
| Parcel B | 3.01 Ac. / 131,156 sf | |
| Future Land Use | Multi-family Residential | |
| Existing Zoning | R-3 | |
| Proposed Zoning | RPUD (30 DU/ AC) | |
| Proposed Use | 2-Story Single Family Townhomes | |
| Proposed Dwelling Units | 80 Units | |

### Density

| | |
|---|---|
| Maximum Density - 30 DU/Ac. (11.03 Ac. x 30) | 330 Max. Units |
| Proposed Density | 80 Units |
| Proposed Gross Site Density | 7.25 DU / Ac. |

### Impervious Area

| | | | |
|---|---|---|---|
| Building Coverage | 83,230 sf | | |
| Existing & Proposed Vehicular Use Areas | 66,670 sf | | |
| Sidewalks / Paved Areas / Rear Patios | 58,463 sf | | |
| Total: | 208,363 sf | 4.78 Ac. | 43% |

### Pervious Area / Open Space

| | | | |
|---|---|---|---|
| Dry Detention Areas | 70,868 sf | | |
| Native Preserve Areas | 88,444 sf | | |
| Other Landscape / Open Space | 112,927 sf | | |
| Total: | 272,239 sf | 6.25 Ac. | 57% |

### Native Upland Preserve Data

| | | |
|---|---|---|
| Required Native Preserve Area: (480,602 sf x 25%) | | 120,150 sf / 2.76 Ac. / 25% |
| Provided Native Preserve Area: | | 123,015 sf / 2.82 Ac. / 26% |
| Parcel A & B -Native Preserve Areas | 88,444 sf | |
| Parcel C - Native Preserve Area Credit | 34,571 sf | |

### Parking Data

| | | |
|---|---|---|
| Required Parking Spaces: (2 spaces per unit w/ 2 or more bedrooms) | | 160 Spaces |
| Provided Parking Spaces: | | 198 Spaces |
| One Car Garages (80 D.U.) | 80 Spaces | |
| One Car Driveways (53 D.U.) | 53 Spaces | |
| Two Car Driveways (27 D.U.) | 54 Spaces | |
| On-Street Parking (3 - 9' x 18 + 1 Handicap + 7 Parallel) | 11 Spaces | |

Scale: 1" = 80'

0' 40' 80' 160' 240'

North

HJA DESIGN STUDIO
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
LA 0000905

# Stuart Ocean Townhomes

City of Stuart Florida

Major Development Site Plan (RPUD)

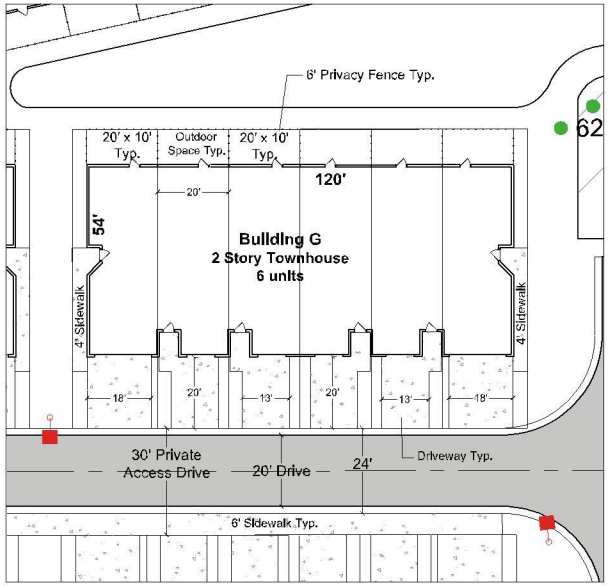
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| | |
|---|---|
| Job No. | 19005 |
| Drawn By | TT |
| Checked By | MH |
| Approved By | MH |
| Submittal Dates | 9-6-19 |
| Revision Dates | |

SP-1




## Townhouse Enlargement Typical




Scale: 1" = 50'

0' 25' 50' 100' 150'

North


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LA 0000905


# Stuart Ocean Townhomes

City of Stuart Florida

Major Development Site Plan (RPUD)


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| | |
|---|---|
| Job No. | 19005 |
| Drawn By | TT |
| Checked By | MH |
| Approved By | MH |
| Submittal Dates | 9-6-19 |
| Revision Dates | |

SP-2

# Multifamily Housing (Low-Rise)
(220)

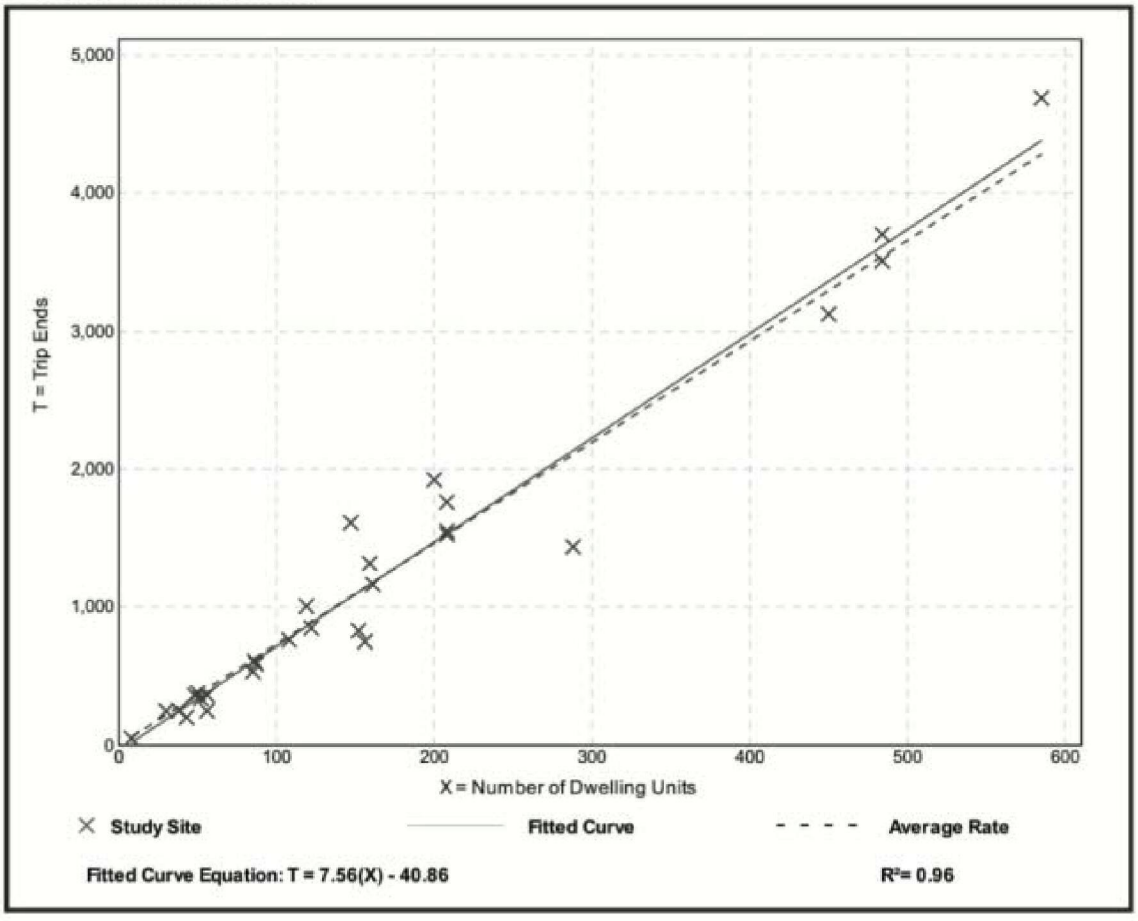
**Vehicle Trip Ends vs:** **Dwelling Units**
**On a:** **Weekday**

**Setting/Location:** **General Urban/Suburban**
Number of Studies: 29
Avg. Num. of Dwelling Units: 168
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 7.32 | 4.45 - 10.97 | 1.31 |

## Data Plot and Equation



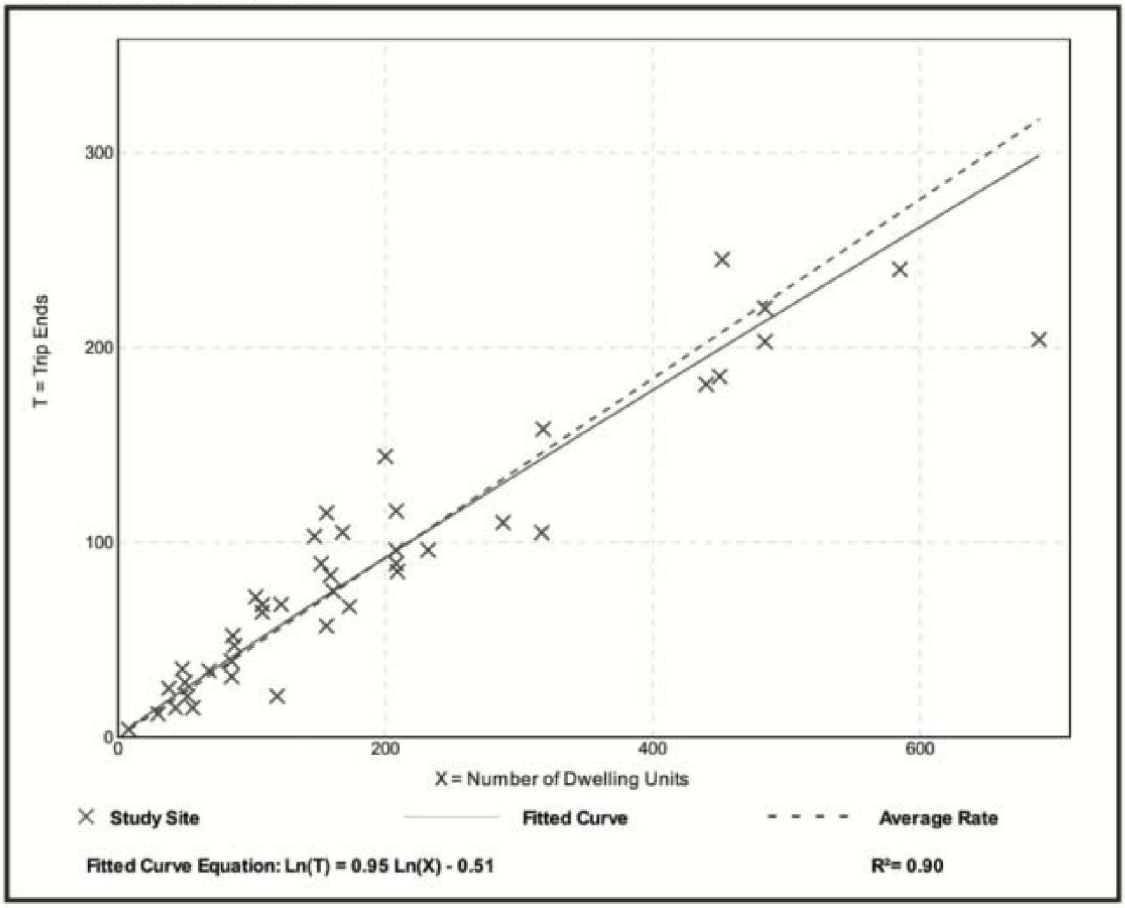
# Multifamily Housing (Low-Rise)
(220)

**Vehicle Trip Ends vs:** **Dwelling Units**
**On a:** **Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 7 and 9 a.m.**
**Setting/Location:** **General Urban/Suburban**
Number of Studies: 42
Avg. Num. of Dwelling Units: 199
Directional Distribution: 23% entering, 77% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.46 | 0.18 - 0.74 | 0.12 |

## Data Plot and Equation



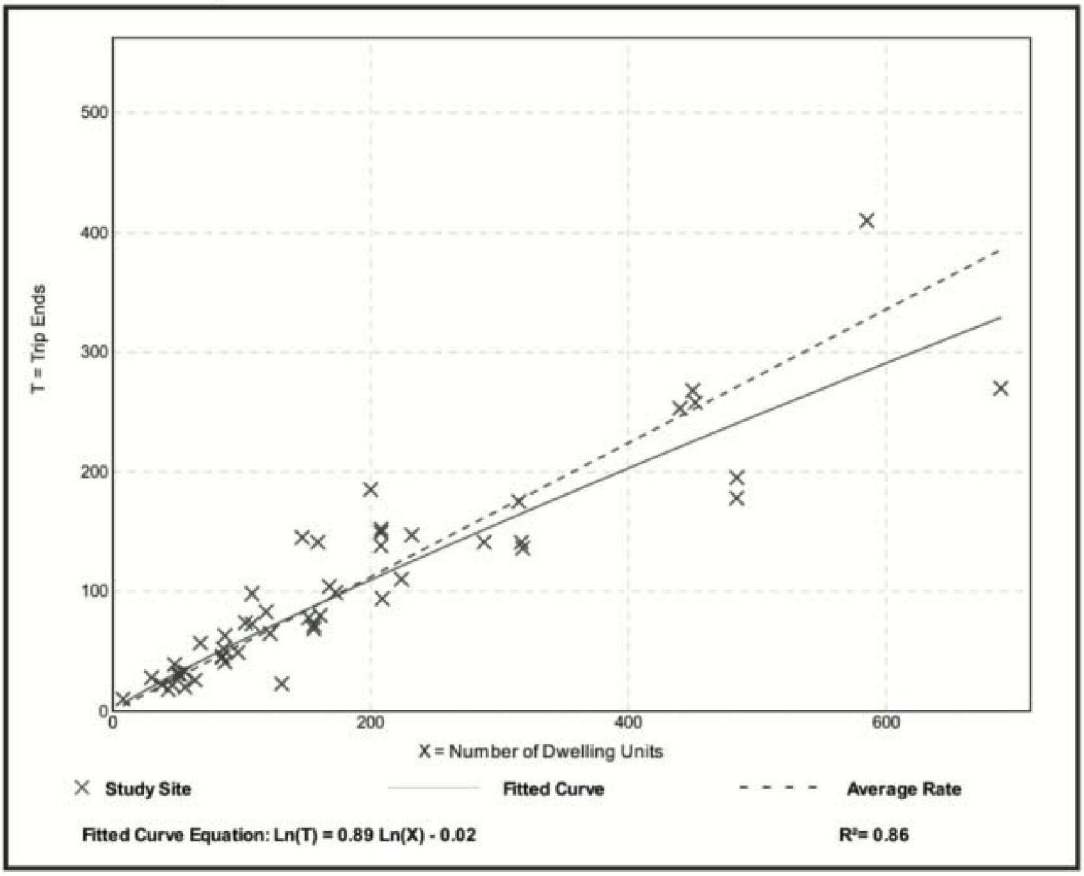
# Multifamily Housing (Low-Rise)
(220)

**Vehicle Trip Ends vs:** **Dwelling Units**
**On a:** **Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 4 and 6 p.m.**
**Setting/Location:** **General Urban/Suburban**
Number of Studies: 50
Avg. Num. of Dwelling Units: 187
Directional Distribution: 63% entering, 37% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.56 | 0.18 - 1.25 | 0.16 |

## Data Plot and Equation



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# Martin County 2018 Roadway Level of Service Inventory Report

| Road Name | From | To | Generalized Service Capacity | 2018 Average Annual Daily Traffic | Peak Hour Factor $K_{30}$ | Directional Distribution $D_{100}$ | 2018 Peak Hour Directional Volume | 2018 Generalized LOS | Avg. Annual Growth Rate |
|---|---|---|---|---|---|---|---|---|---|
| SR-5 (US-1) | Baker Rd | Britt Rd | 3020 | 53,335 | 0.08 | 0.51 | 2,203 | C | 0.5% |
| SR-5 (US-1) | Britt Rd | SR-732 | 3020 | 55,454 | 0.09 | 0.53 | 2,616 | C | 0.9% |
| SR-5 (US-1) | SR-732 | Westmoreland Blvd | 4040 | 64,326 | 0.09 | 0.61 | 3,414 | C | 0.6% |
| SR-5 (US-1) | Westmoreland Blvd | St Lucie County | 4040 | 62,920 | 0.08 | 0.52 | 2,519 | C | 1.1% |
| SR-710 (Warfield Blvd) | Okeechobee County | Fox Brown Rd | 670 | 6,227 | 0.06 | 0.59 | 231 | A/B | 4.4% |
| SR-710 (Warfield Blvd) | Fox Brown Rd | CR-609 (Allapattah) | 670 | 7,587 | 0.07 | 0.51 | 279 | C | 4.7% |
| SR-710 (Warfield Blvd) | CR-609 (Allapattah) | Van Buren | 870 | 11,942 | 0.10 | 0.60 | 709 | C | 8.0% |
| SR-710 (Warfield Blvd) | Van Buren | CR-726 (Citrus) | 765 | 11,942 | 0.10 | 0.60 | 709 | C | 8.0% |
| SR-710 (Warfield Blvd) | CR-726 | SR-76 (Kanner) | 2450 | 10,528 | 0.06 | 0.53 | 329 | A/B | 5.7% |
| SR-710 (Warfield Blvd) | SR-76 | Palm Beach County | 2450 | 6,863 | 0.07 | 0.53 | 251 | A/B | 1.4% |
| SR-714 (Martin Hwy) | I-95 | CR-76A (Citrus) | 1200 | 12,902 | 0.10 | 0.53 | 684 | C | 4.7% |
| SR-714 (Martin Hwy) | CR-76A (Citrus) | Florida's Turnpike | 2000 | 20,756 | 0.10 | 0.58 | 1,180 | C | 4.8% |
| SR-714 (Martin Downs Blvd) | Florida's Turnpike | CR-713 | 2000 | 20,107 | 0.09 | 0.53 | 948 | C | 1.8% |
| SR-714 (Martin Downs Blvd) | CR-713 | Matheson Ave | 2000 | 28,929 | 0.09 | 0.61 | 1,588 | C | 1.2% |
| SR-714 (Martin Downs Blvd) | Matheson Ave | Mapp Rd | 2000 | 32,616 | 0.10 | 0.53 | 1,718 | C | 2.7% |
| SR-714 (Palm City Bridge) | Mapp Rd | SR-76 | 2000 | 34,965 | 0.10 | 0.59 | 2,022 | F | 0.9% |
| SR-714 (Monterey Rd) | SR-76 | Willoughby Blvd | 2000 | 28,608 | 0.10 | 0.52 | 1,488 | C | 5.2% |
| SR-714 (Monterey Rd) | Willoughby Blvd | Monterey Extension | 2000 | 25,028 | 0.10 | 0.54 | 1,284 | C | 1.7% |
| SR-714 (Monterey Rd) | Monterey Extension | SR-5 | 2000 | 15,598 | 0.09 | 0.62 | 899 | C | 0.5% |
| SR-714 (Monterey Rd) | SR-5 | CR-A1A | 1630 | 20,190 | 0.09 | 0.52 | 966 | D | 0.5% |
| SR-714 (Monterey Rd) | CR-A1A | SR-A1A | 1910 | 18,242 | 0.10 | 0.61 | 1,068 | C | 2.4% |



Segments with shaded LOS require additional analysis.

The peaks are: CR-A1A (PM/SB); CR-713 (PM/NB); Murphy Rd (PM/NB); SR-5 (AM/SB); SR-714 [Palm City Bridge] (PM/WB) and SR-714 (PM/WB).

# Martin County 2018 Roadway Level of Service Inventory Report

| Road Name | From | To | Generalized Service Capacity | 2018 Average Annual Daily Traffic | Peak Hour Factor $K_{30}$ | Directional Distribution $D_{100}$ | 2018 Peak Hour Directional Volume | 2018 Generalized LOS | Avg. Annual Growth Rate |
|---|---|---|---|---|---|---|---|---|---|
| SR-732 (Causeway Blvd) | CR-707 | SR-A1A | 1190 | 13,403 | 0.10 | 0.51 | 684 | C | 0.8% |
| SR-732 (Jensen Beach Blvd) | SR-5 | Green River Pkwy | 2000 | 25,891 | 0.10 | 0.52 | 1,319 | C | 0.5% |
| SR-732 (Jensen Beach Blvd) | Green River Pkwy | CR-723 | 2000 | 24,869 | 0.09 | 0.56 | 1,253 | C | 0.5% |
| SR-76 (Kanner Hwy) | SR-15 | SR-710 | 740 | 2,117 | 0.09 | 0.57 | 105 | A/B | 8.0% |
| SR-76 (Kanner Hwy) | SR-710 | CR-708 | 740 | 3,488 | 0.08 | 0.59 | 171 | A/B | 8.0% |
| SR-76 (Kanner Hwy) | CR-708 | CR-711/CR-76A | 1200 | 3,027 | 0.11 | 0.54 | 180 | A/B | 1.9% |
| SR-76 (Kanner Hwy) | CR-711/CR76A | Locks Rd | 2000 | 12,928 | 0.12 | 0.52 | 813 | C | 1.2% |
| SR-76 (Kanner Hwy) | Locks Rd | Jack James | 2000 | 20,494 | 0.09 | 0.60 | 1,082 | C | 2.0% |
| SR-76 (Kanner Hwy) | Jack James | Cove Rd | 3020 | 45,918 | 0.10 | 0.52 | 2,409 | C | 2.4% |
| SR-76 (Kanner Hwy) | Cove Rd | Salerno Rd | 3020 | 31,734 | 0.09 | 0.52 | 1,436 | C | 0.9% |
| SR-76 (Kanner Hwy) | Salerno Rd | Indian St | 3020 | 29,492 | 0.10 | 0.52 | 1,468 | C | 2.6% |
| SR-76 (Kanner Hwy) | Indian St | SR-714 | 3020 | 21,161 | 0.07 | 0.52 | 759 | C | 0.5% |
| SR-76 (Kanner Hwy) | SR-714 | SR-5 | 3020 | 25,033 | 0.08 | 0.50 | 1,001 | C | 0.5% |
| SR-A1A (Ocean Blvd) | SR-714 | St Lucie Blvd | 1630 | 19,372 | 0.11 | 0.57 | 1,193 | D | 1.4% |
| SR-A1A (Ocean Blvd) | St Lucie Blvd | Sewalls Point Rd | 2000 | 21,532 | 0.09 | 0.51 | 1,010 | C | 0.5% |
| SR-A1A (Ocean Blvd) | Sewalls Point Rd | Macarthur Blvd | 925 | 12,803 | 0.09 | 0.54 | 650 | C | 0.5% |
| SR-A1A (Ocean Blvd) | MacArthur Blvd | SR-732 | 1190 | 8,278 | 0.09 | 0.53 | 395 | A/B | 2.5% |
| SR-A1A (Ocean Blvd) | SR-732 | St Lucie County | 1190 | 14,957 | 0.12 | 0.54 | 953 | D | 3.6% |
| St Lucie Blvd | CR-A1A | Indian St | 675 | 3,083 | 0.10 | 0.55 | 163 | C | 0.5% |
| St Lucie Blvd | Indian St | SR-A1A | 675 | 7,420 | 0.11 | 0.54 | 421 | D | 0.8% |
| Westmoreland Blvd | St Lucie County | SR-5 | 790 | 12,542 | 0.08 | 0.60 | 632 | D | 2.6% |



Segments with shaded LOS require additional analysis.

The peaks are: CR-A1A (PM/SB); CR-713 (PM/NB); Murphy Rd (PM/NB); SR-5 (AM/SB); SR-714 [Palm City Bridge] (PM/WB) and SR-714 (PM/WB).

# Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

KEVIN J. THIBAULT
SECRETARY

April 18, 2019

THIS PRE-APPLICATION LETTER IS VALID UNTIL – **April 18, 2020**
THIS LETTER IS NOT A PERMIT APPROVAL

Juan F. Ortega
JFO Group Inc
11924 Forest Hill Boulevard
Suite 10A-123, Wellington, FL 33414

Dear Juan F. Ortega:

RE: **April 18, 2019-** Pre-application Meeting for **Category D Driveway**
Martin- Not within City Limits, Urban; SR A1A; Sec. # 89040; MP: 2.299
Access Class - 07; Posted Speed - 35; SIS - N; Ref. Project:

**Request: To use existing full median on the south side of SE Ocean Boulevard(SR-A1A), located approximately 750 feet east of SE St. Lucie Blvd.**

**SITE SPECIFIC INFORMATION**
Project Name & Address: **Stuart Ocean – 2950 Southeast Ocean Blvd, Stuart, FL 34996**
Applicant/Property Owner: **PulteGroup, Inc**
Parcel Size: **8.0 Acres** Development Size: **80 DU/Townhouses**

## WE APPROVE YOUR REQUEST

This decision is based on your presentation of the facts, site plan and survey - please see the **conditions** and **comments** below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

**Conditions:**
- **A minimum driveway length of 25 feet, as measured from the ultimate right-of-way line to the first conflict point shall be provided. If a gate is installed a minimum driveway length of 100 feet is required.**
- **A recorded cross access agreement or easement with the adjacent property to the east shall be provided prior to the Permit approval.**

**Comments:**

- Drainage mitigation is required for any impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage). A Storm Water Pollution Prevention Plan must be submitted with the application for more than one acre of "disturbed area" as defined by the Florida Department of Environmental Protection (FDEP).
- The applicant shall donate the right-of-way to the Department if right-of-way dedication is required to implement the improvements,
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway system and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval.** The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: https://gis.dot.state.fl.us/OneStopPermitting; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.
Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: ashok.sampath@dot.state.fl.us with any questions regarding the Pre-Approval Letter and Permits Office - Tel. # 954-777-4383 with any questions regarding permits.

Sincerely,

S. Ashok

Ashok Sampath, M.S.
District Access Management Manager

cc: Nesa Y. Harden NYH
File: S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2019-04-18\4. 89040 MP 2.29 SR A1A_Stuart Ocean\89040 MP 2.29 SR A1A_Stuart Ocean.docx
05262020 CCM

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Intersection Volume Development




## SE Ocean Blvd and Kingwood Development

*Stuart Ocean*

***Input Data***

| | | |
|---|---|---|
| GR | = | 1.40% |
| Peak Season | = | 1.03 |
| Traffic Count Year | = | 2019 |
| Buildout Year | = | 2023 |
| Years | = | 4 |

| AM Peak Hour | | PM Peak Hour | | Intensity |
|---|---|---|---|---|
| In | Out | In | Out | |
| 9 | 28 | 28 | 17 | 80 Townhomes |

**AM Peak Hour**

| AM | Eastbound | | | Westbound | | | Northbound | | | Southbound | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | LT | Thru | RT | LT | Thru | RT | LT | Thru | RT | LT | Thru | RT |
| Volume 12-Apr-19 | - | 663 | 7 | 6 | 1,130 | - | 19 | - | 14 | - | - | - |
| **Peak Season Volume (Existing)** | **-** | **683** | **7** | **6** | **1,164** | **-** | **20** | **-** | **14** | **-** | **-** | **-** |
| 2023 Historic Growth | - | 722 | 7 | 6 | 1,231 | - | 21 | - | 15 | - | - | - |
| Major Project Traffic | - | 0 | 0 | 0 | 0 | - | 0 | - | 0 | - | - | - |
| **Future Background** | **-** | **722** | **7** | **6** | **1,231** | **-** | **21** | **-** | **15** | **-** | **-** | **-** |
| % Project Traffic | - | - | 50% | 50% | - | - | 50% | - | 50% | - | - | - |
| Project Traffic Direction | - | - | IN | IN | - | - | OUT | - | OUT | - | - | - |
| Project Traffic | - | - | 5 | 5 | - | - | 14 | - | 14 | - | - | - |
| **2023 Future Total** | **-** | **722** | **12** | **11** | **1,231** | **-** | **35** | **-** | **29** | **-** | **-** | **-** |

**PM Peak Hour**

| PM | Eastbound | | | Westbound | | | Northbound | | | Southbound | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | LT | Thru | RT | LT | Thru | RT | LT | Thru | RT | LT | Thru | RT |
| Volume 12-Apr-19 | - | 1,034 | 20 | 15 | 834 | - | 15 | - | 4 | - | - | - |
| **Peak Season Volume (Existing)** | **-** | **1,065** | **21** | **15** | **859** | **-** | **15** | **-** | **4** | **-** | **-** | **-** |
| 2023 Historic Growth | - | 1,126 | 22 | 16 | 908 | - | 16 | - | 4 | - | - | - |
| Major Project Traffic | - | 0 | 0 | 0 | 0 | - | 0 | - | 0 | - | - | - |
| **Future Background** | **-** | **1,126** | **22** | **16** | **908** | **-** | **16** | **-** | **4** | **-** | **-** | **-** |
| % Project Traffic | - | - | 50% | 50% | - | - | 50% | - | 50% | - | - | - |
| Project Traffic Direction | - | - | IN | IN | - | - | OUT | - | OUT | - | - | - |
| Project Traffic | - | - | 14 | 14 | - | - | 9 | - | 9 | - | - | - |
| **2023 Future Total** | **-** | **1,126** | **36** | **30** | **908** | **-** | **25** | **-** | **13** | **-** | **-** | **-** |

# HCS7 Two-Way Stop-Control Report

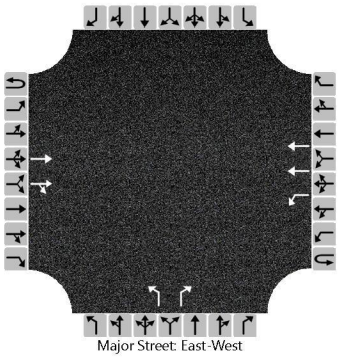
## General Information

| | |
|---|---|
| Analyst | JF |
| Agency/Co. | JFO |
| Date Performed | 10/28/2019 |
| Analysis Year | 2023 |
| Time Analyzed | AM |
| Intersection Orientation | East-West |
| Project Description | Stuart Ocean Townhomes |

## Site Information

| | |
|---|---|
| Intersection | SE Ocean Blvd & Kingswood |
| Jurisdiction | F-DOT |
| East/West Street | SE Ocean Blvd |
| North/South Street | Kingswood |
| Peak Hour Factor | 0.95 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes




## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 | | 7 | 8 | 9 | | 10 | 11 | 12 |
| Number of Lanes | 0 | 0 | 2 | 0 | 0 | 1 | 2 | 0 | | 1 | 0 | 1 | | 0 | 0 | 0 |
| Configuration | | | T | TR | | L | T | | | L | | R | | | | |
| Volume (veh/h) | | | 722 | 12 | 0 | 11 | 1231 | | | 35 | | 29 | | | | |
| Percent Heavy Vehicles (%) | | | | | 0 | 2 | | | | 2 | | 2 | | | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | | | | | | | | | | 0 | | | | | | |
| Right Turn Channelized | | | | | | | | | | No | | | | | | |
| Median Type \| Storage | Left + Thru | | | | | | | | 1 | | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | | | | | 4.1 | | | | 7.5 | | 6.9 | | | | |
| Critical Headway (sec) | | | | | | 4.14 | | | | 6.84 | | 6.94 | | | | |
| Base Follow-Up Headway (sec) | | | | | | 2.2 | | | | 3.5 | | 3.3 | | | | |
| Follow-Up Headway (sec) | | | | | | 2.22 | | | | 3.52 | | 3.32 | | | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | | | | 12 | | | | 37 | | 31 | | | | |
| Capacity, c (veh/h) | | | | | | 838 | | | | 257 | | 612 | | | | |
| v/c Ratio | | | | | | 0.01 | | | | 0.14 | | 0.05 | | | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | | | | 0.0 | | | | 0.5 | | 0.2 | | | | |
| Control Delay (s/veh) | | | | | | 9.4 | | | | 21.4 | | 11.2 | | | | |
| Level of Service (LOS) | | | | | | A | | | | C | | B | | | | |
| Approach Delay (s/veh) | | | | | 0.1 | | | | 16.8 | | | | | | | |
| Approach LOS | | | | | | | | | C | | | | | | | |

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# HCS7 Two-Way Stop-Control Report

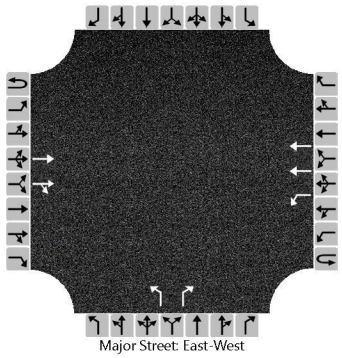
## General Information

| | |
|---|---|
| Analyst | JF |
| Agency/Co. | JFO |
| Date Performed | 10/28/2019 |
| Analysis Year | 2023 |
| Time Analyzed | PM |
| Intersection Orientation | East-West |
| Project Description | Stuart Ocean Townhomes |

## Site Information

| | |
|---|---|
| Intersection | SE Ocean Blvd & Kingswood |
| Jurisdiction | F-DOT |
| East/West Street | SE Ocean Blvd |
| North/South Street | Kingswood |
| Peak Hour Factor | 0.95 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes




## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 | | 7 | 8 | 9 | | 10 | 11 | 12 |
| Number of Lanes | 0 | 0 | 2 | 0 | 0 | 1 | 2 | 0 | | 1 | 0 | 1 | | 0 | 0 | 0 |
| Configuration | | | T | TR | | L | T | | | L | | R | | | | |
| Volume (veh/h) | | | 1126 | 36 | 0 | 30 | 908 | | | 25 | | 13 | | | | |
| Percent Heavy Vehicles (%) | | | | | 0 | 2 | | | | 2 | | 2 | | | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | | | | | | | | | | 0 | | | | | | |
| Right Turn Channelized | | | | | | | | | | No | | | | | | |
| Median Type \| Storage | Left + Thru | | | | | | | | | 1 | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | | | | | 4.1 | | | | 7.5 | | 6.9 | | | | |
| Critical Headway (sec) | | | | | | 4.14 | | | | 6.84 | | 6.94 | | | | |
| Base Follow-Up Headway (sec) | | | | | | 2.2 | | | | 3.5 | | 3.3 | | | | |
| Follow-Up Headway (sec) | | | | | | 2.22 | | | | 3.52 | | 3.32 | | | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | | | | 32 | | | | 26 | | 14 | | | | |
| Capacity, c (veh/h) | | | | | | 566 | | | | 181 | | 436 | | | | |
| v/c Ratio | | | | | | 0.06 | | | | 0.15 | | 0.03 | | | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | | | | 0.2 | | | | 0.5 | | 0.1 | | | | |
| Control Delay (s/veh) | | | | | | 11.7 | | | | 28.3 | | 13.5 | | | | |
| Level of Service (LOS) | | | | | | B | | | | D | | B | | | | |
| Approach Delay (s/veh) | | | | | 0.4 | | | | 23.2 | | | | | | | |
| Approach LOS | | | | | | | | | C | | | | | | | |

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**KMF Traffic Group, LLC**
Stuart, FL
(772) 221-7971

Manual Traffic Count - All Traffic
SE Ocean Blvd and Kingwood Development
Stuart, FL

File Name : OCAMPM
Site Code : JO1920
Start Date : 4/12/2019
Page No : 1

Groups Printed- All Traffic

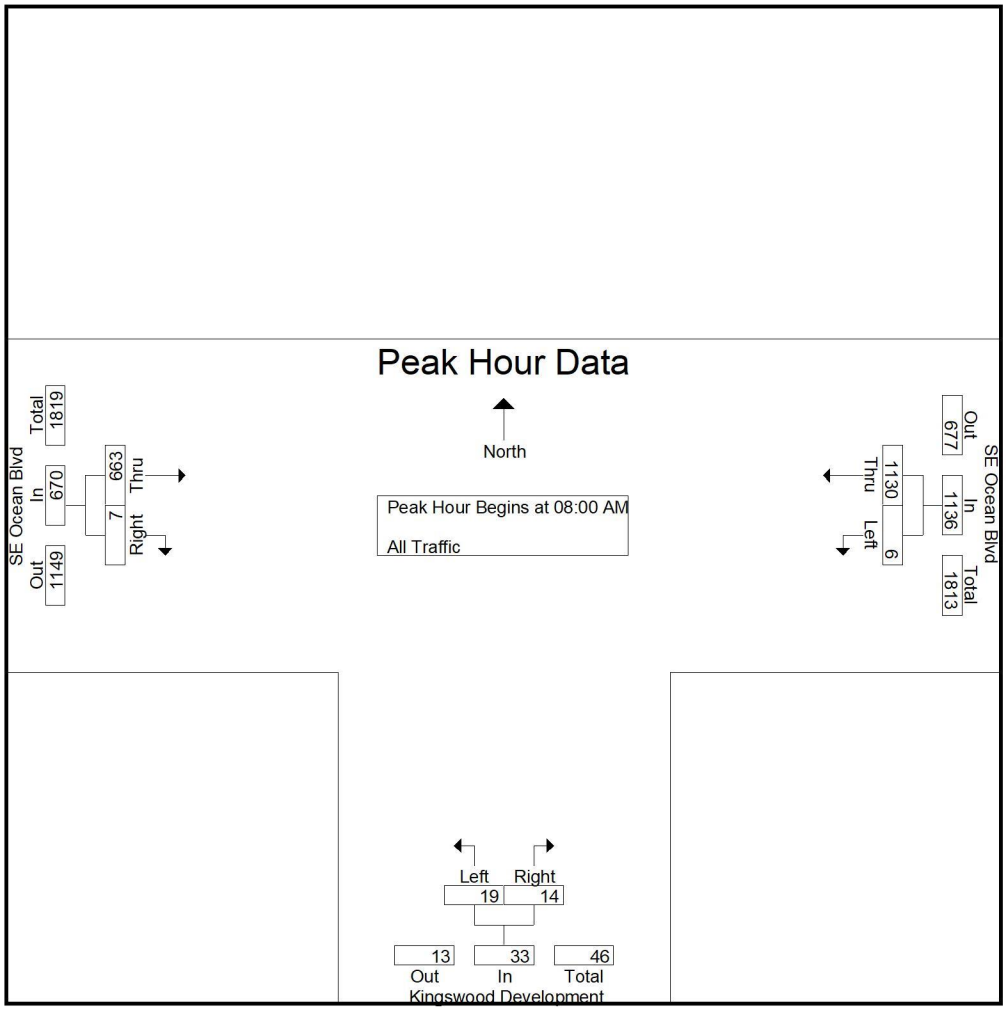
| | Kingswood Development NB | | | SE Ocean Blvd EB | | | SE Ocean Blvd WB | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Start Time | Right | Left | App. Total | Right | Thru | App. Total | Thru | Left | App. Total | Int. Total |
| 07:00 AM | 0 | 2 | 2 | 1 | 54 | 55 | 147 | 0 | 147 | 204 |
| 07:15 AM | 2 | 0 | 2 | 1 | 91 | 92 | 160 | 1 | 161 | 255 |
| 07:30 AM | 4 | 0 | 4 | 2 | 138 | 140 | 218 | 1 | 219 | 363 |
| 07:45 AM | 1 | 5 | 6 | 1 | 155 | 156 | 218 | 0 | 218 | 380 |
| Total | 7 | 7 | 14 | 5 | 438 | 443 | 743 | 2 | 745 | 1202 |
| | | | | | | | | | | |
| 08:00 AM | 4 | 3 | 7 | 2 | 132 | 134 | 237 | 1 | 238 | 379 |
| 08:15 AM | 2 | 7 | 9 | 1 | 168 | 169 | 333 | 0 | 333 | 511 |
| 08:30 AM | 3 | 5 | 8 | 2 | 186 | 188 | 248 | 0 | 248 | 444 |
| 08:45 AM | 5 | 4 | 9 | 2 | 177 | 179 | 312 | 5 | 317 | 505 |
| Total | 14 | 19 | 33 | 7 | 663 | 670 | 1130 | 6 | 1136 | 1839 |
| | | | | | | | | | | |
| *** BREAK *** | | | | | | | | | | |
| | | | | | | | | | | |
| 04:00 PM | 2 | 2 | 4 | 5 | 225 | 230 | 148 | 3 | 151 | 385 |
| 04:15 PM | 2 | 4 | 6 | 0 | 234 | 234 | 165 | 4 | 169 | 409 |
| 04:30 PM | 3 | 6 | 9 | 5 | 248 | 253 | 209 | 3 | 212 | 474 |
| 04:45 PM | 1 | 4 | 5 | 9 | 266 | 275 | 255 | 6 | 261 | 541 |
| Total | 8 | 16 | 24 | 19 | 973 | 992 | 777 | 16 | 793 | 1809 |
| | | | | | | | | | | |
| 05:00 PM | 0 | 0 | 0 | 5 | 255 | 260 | 177 | 2 | 179 | 439 |
| 05:15 PM | 0 | 5 | 5 | 1 | 265 | 266 | 193 | 4 | 197 | 468 |
| 05:30 PM | 0 | 1 | 1 | 4 | 273 | 277 | 181 | 1 | 182 | 460 |
| 05:45 PM | 1 | 0 | 1 | 2 | 223 | 225 | 178 | 1 | 179 | 405 |
| Total | 1 | 6 | 7 | 12 | 1016 | 1028 | 729 | 8 | 737 | 1772 |
| | | | | | | | | | | |
| Grand Total | 30 | 48 | 78 | 43 | 3090 | 3133 | 3379 | 32 | 3411 | 6622 |
| Apprch % | 38.5 | 61.5 | | 1.4 | 98.6 | | 99.1 | 0.9 | | |
| Total % | 0.5 | 0.7 | 1.2 | 0.6 | 46.7 | 47.3 | 51 | 0.5 | 51.5 | |

**KMF Traffic Group, LLC**
Stuart, FL
(772) 221-7971

Manual Traffic Count - All Traffic
SE Ocean Blvd and Kingwood Development
Stuart, FL

File Name : OCAMPM
Site Code : JO1920
Start Date : 4/12/2019
Page No : 2

| | Kingswood Development NB | | | SE Ocean Blvd EB | | | SE Ocean Blvd WB | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Start Time | Right | Left | App. Total | Right | Thru | App. Total | Thru | Left | App. Total | Int. Total |
| Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1 | | | | | | | | | | |
| Peak Hour for Entire Intersection Begins at 08:00 AM | | | | | | | | | | |
| 08:00 AM | 4 | 3 | 7 | 2 | 132 | 134 | 237 | 1 | 238 | 379 |
| 08:15 AM | 2 | 7 | 9 | 1 | 168 | 169 | 333 | 0 | 333 | 511 |
| 08:30 AM | 3 | 5 | 8 | 2 | 186 | 188 | 248 | 0 | 248 | 444 |
| 08:45 AM | 5 | 4 | 9 | 2 | 177 | 179 | 312 | 5 | 317 | 505 |
| Total Volume | 14 | 19 | 33 | 7 | 663 | 670 | 1130 | 6 | 1136 | 1839 |
| % App. Total | 42.4 | 57.6 | | 1 | 99 | | 99.5 | 0.5 | | |
| PHF | .700 | .679 | .917 | .875 | .891 | .891 | .848 | .300 | .853 | .900 |

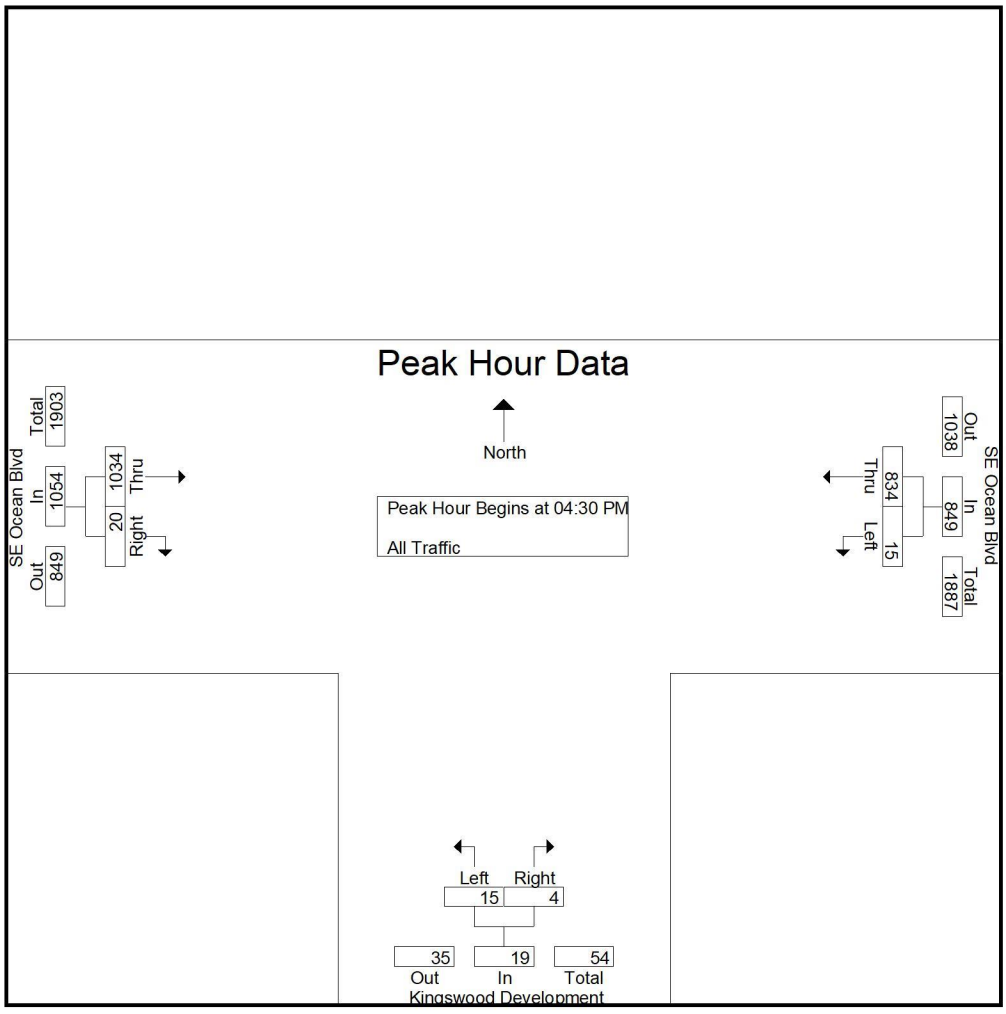


**KMF Traffic Group, LLC**
Stuart, FL
(772) 221-7971

Manual Traffic Count - All Traffic
SE Ocean Blvd and Kingwood Development
Stuart, FL

File Name : OCAMPM
Site Code : JO1920
Start Date : 4/12/2019
Page No : 3

| | Kingswood Development NB | | | SE Ocean Blvd EB | | | SE Ocean Blvd WB | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Start Time | Right | Left | App. Total | Right | Thru | App. Total | Thru | Left | App. Total | Int. Total |
| Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1 | | | | | | | | | | |
| Peak Hour for Entire Intersection Begins at 04:30 PM | | | | | | | | | | |
| 04:30 PM | 3 | 6 | 9 | 5 | 248 | 253 | 209 | 3 | 212 | 474 |
| 04:45 PM | 1 | 4 | 5 | 9 | 266 | 275 | 255 | 6 | 261 | 541 |
| 05:00 PM | 0 | 0 | 0 | 5 | 255 | 260 | 177 | 2 | 179 | 439 |
| 05:15 PM | 0 | 5 | 5 | 1 | 265 | 266 | 193 | 4 | 197 | 468 |
| Total Volume | 4 | 15 | 19 | 20 | 1034 | 1054 | 834 | 15 | 849 | 1922 |
| % App. Total | 21.1 | 78.9 | | 1.9 | 98.1 | | 98.2 | 1.8 | | |
| PHF | .333 | .625 | .528 | .556 | .972 | .958 | .818 | .625 | .813 | .888 |



2018 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 8900 EAST- A1A TO US1

MOCF: 0.87

| WEEK | DATES | SF | PSCF |
|---|---|---|---|
| 1 | 01/01/2018 - 01/06/2018 | 1.02 | 1.17 |
| 2 | 01/07/2018 - 01/13/2018 | 0.98 | 1.13 |
| 3 | 01/14/2018 - 01/20/2018 | 0.94 | 1.08 |
| * 4 | 01/21/2018 - 01/27/2018 | 0.91 | 1.05 |
| * 5 | 01/28/2018 - 02/03/2018 | 0.89 | 1.02 |
| * 6 | 02/04/2018 - 02/10/2018 | 0.86 | 0.99 |
| * 7 | 02/11/2018 - 02/17/2018 | 0.84 | 0.97 |
| * 8 | 02/18/2018 - 02/24/2018 | 0.84 | 0.97 |
| * 9 | 02/25/2018 - 03/03/2018 | 0.84 | 0.97 |
| *10 | 03/04/2018 - 03/10/2018 | 0.84 | 0.97 |
| *11 | 03/11/2018 - 03/17/2018 | 0.84 | 0.97 |
| *12 | 03/18/2018 - 03/24/2018 | 0.85 | 0.98 |
| *13 | 03/25/2018 - 03/31/2018 | 0.87 | 1.00 |
| *14 | 04/01/2018 - 04/07/2018 | 0.88 | 1.01 |
| *15 | 04/08/2018 - 04/14/2018 | 0.90 | 1.03 |
| *16 | 04/15/2018 - 04/21/2018 | 0.92 | 1.06 |
| 17 | 04/22/2018 - 04/28/2018 | 0.96 | 1.10 |
| 18 | 04/29/2018 - 05/05/2018 | 1.01 | 1.16 |
| 19 | 05/06/2018 - 05/12/2018 | 1.06 | 1.22 |
| 20 | 05/13/2018 - 05/19/2018 | 1.11 | 1.28 |
| 21 | 05/20/2018 - 05/26/2018 | 1.11 | 1.28 |
| 22 | 05/27/2018 - 06/02/2018 | 1.10 | 1.26 |
| 23 | 06/03/2018 - 06/09/2018 | 1.10 | 1.26 |
| 24 | 06/10/2018 - 06/16/2018 | 1.09 | 1.25 |
| 25 | 06/17/2018 - 06/23/2018 | 1.09 | 1.25 |
| 26 | 06/24/2018 - 06/30/2018 | 1.09 | 1.25 |
| 27 | 07/01/2018 - 07/07/2018 | 1.09 | 1.25 |
| 28 | 07/08/2018 - 07/14/2018 | 1.09 | 1.25 |
| 29 | 07/15/2018 - 07/21/2018 | 1.10 | 1.26 |
| 30 | 07/22/2018 - 07/28/2018 | 1.10 | 1.26 |
| 31 | 07/29/2018 - 08/04/2018 | 1.10 | 1.26 |
| 32 | 08/05/2018 - 08/11/2018 | 1.11 | 1.28 |
| 33 | 08/12/2018 - 08/18/2018 | 1.11 | 1.28 |
| 34 | 08/19/2018 - 08/25/2018 | 1.11 | 1.28 |
| 35 | 08/26/2018 - 09/01/2018 | 1.12 | 1.29 |
| 36 | 09/02/2018 - 09/08/2018 | 1.12 | 1.29 |
| 37 | 09/09/2018 - 09/15/2018 | 1.12 | 1.29 |
| 38 | 09/16/2018 - 09/22/2018 | 1.12 | 1.29 |
| 39 | 09/23/2018 - 09/29/2018 | 1.12 | 1.29 |
| 40 | 09/30/2018 - 10/06/2018 | 1.12 | 1.29 |
| 41 | 10/07/2018 - 10/13/2018 | 1.12 | 1.29 |
| 42 | 10/14/2018 - 10/20/2018 | 1.12 | 1.29 |
| 43 | 10/21/2018 - 10/27/2018 | 1.10 | 1.26 |
| 44 | 10/28/2018 - 11/03/2018 | 1.09 | 1.25 |
| 45 | 11/04/2018 - 11/10/2018 | 1.07 | 1.23 |
| 46 | 11/11/2018 - 11/17/2018 | 1.05 | 1.21 |
| 47 | 11/18/2018 - 11/24/2018 | 1.04 | 1.20 |
| 48 | 11/25/2018 - 12/01/2018 | 1.03 | 1.18 |
| 49 | 12/02/2018 - 12/08/2018 | 1.02 | 1.17 |
| 50 | 12/09/2018 - 12/15/2018 | 1.02 | 1.17 |
| 51 | 12/16/2018 - 12/22/2018 | 0.99 | 1.14 |
| 52 | 12/23/2018 - 12/29/2018 | 0.96 | 1.10 |
| 53 | 12/30/2018 - 12/31/2018 | 0.94 | 1.08 |

* PEAK SEASON

25-FEB-2019 16:26:26 830UPD 4_8900_PKSEASON.TXT

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Kimley»Horn

To: Tom Reetz
Senior Planner
City of Stuart Development Department

From: Nicholas J. Mora, P.E.
Kimley-Horn and Associates, Inc.

Alexander R. Memering, E.I.T.
Kimley-Horn and Associates, Inc.

Date: October 14, 2019

Re: **Stuart Ocean Townhomes – City of Stuart, Florida**
**Review of Traffic Impact Analysis**

---

Kimley-Horn has reviewed the Traffic Impact Analysis (dated August 31, 2019) prepared by JFO Group Inc. related to the above-mentioned project. Please find below our review comments pertaining to the development's impacts to adjacent transportation facilities.

1. Based on the City of Stuart's Land Development Code, "An analysis of all project driveways shall be performed which includes, at a minimum, projected turning movements in and out of the project during the AM and PM peak hours. A capacity analysis of the proposed driveways shall be performed to determine the need for separate turning lanes and/or any other necessary improvement." Please evaluate the project driveway during the AM and PM peak hours and detail the project Level of Service and whether an eastbound ingress right-turn lane is warranted along SE Ocean Boulevard. Please also evaluate the storage length of the westbound left-turn lane to determine if the storage length is sufficient for project traffic.

2. A peak season correctional factor was not used within the intersection volume development sheets for the intersection of SE Ocean Boulevard & Site Driveway. Please update the volume development sheet to incorporate the appropriate peak season correctional factor.

3. Figure 3 conflicts with the intersection volume development sheet for SE Ocean Boulevard & Site Driveway. Please clarify the proposed project driveway assignment for the site.

Thank you for the opportunity to assist the City of Stuart in reviewing the noted project. Please contact us if you have any questions or need additional information.

**Kimley Horn**
**October 14, 2019**
**Re: Stuart Ocean Townhomes – City of Stuart, Florida**
**Review of Traffic Impact Analysis**

1. Based on the City of Stuart's Land Development Code, "An analysis of all project driveways shall be performed which includes, at a minimum, projected turning movements in and out of the project during the AM and PM peak hours. A capacity analysis of the proposed driveways shall be performed to determine the need for separate turning lanes and/or any other necessary improvement." Please evaluate the project driveway during the AM and PM peak hours and detail the project Level of Service and whether an eastbound ingress right-turn lane is warranted along SE Ocean Boulevard. Please also evaluate the storage length of the westbound left-turn lane to determine if the storage length is sufficient for project traffic.

***[JFO->]*** *Traffic analysis has been revised accordingly. Exhibit 6 includes detailed driveway analysis.*

2. A peak season correctional factor was not used within the intersection volume development sheets for the intersection of SE Ocean Boulevard & Site Driveway. Please update the volume development sheet to incorporate the appropriate peak season correctional factor.

***[JFO->]*** *Traffic analysis has been revised accordingly.*

3. Figure 3 conflicts with the intersection volume development sheet for SE Ocean Boulevard & Site Driveway. Please clarify the proposed project driveway assignment for the site.

***[JFO->]*** *Traffic analysis has been revised. The intersection volume development sheet for SE Ocean Boulevard & Site Driveway included in Exhibit 5 of the traffic analysis dated August 31, 2019 was the driveway analysis submitted to F-DOT to obtain the driveway pre-approval letter. The conceptual approval from F-DOT assumed all project traffic on the Ocean Boulevard driveway. To avoid confusion, the FDOT analysis was removed from the revised traffic analysis and a revised driveway analysis matching FDOT conservative assumptions has been provided in Exhibit 6 including the feedback from comment #1 above.*

Kimley»Horn

To: Tom Reetz
Senior Planner
City of Stuart Development Department

From: Kevin Roberson, P.E.
Kimley-Horn and Associates, Inc.

Date: January 29, 2020

Re: **Stuart Ocean Townhomes – Stuart, Florida**
**RPUD Rezoning and Major Development Site Plan Review - Engineering**

---

Dear Mr. Reetz,

Kimley-Horn has reviewed the 3rd submittal of the RPUD Rezoning and Major Development Site Plan Application and associated documents, dated January 17, 2019, provided to Kimley Horn on January 24, 2019, prepared by HJA Design Studio for the proposed Stuart Ocean Townhomes development in Stuart, Florida. Please find below our review comments pertaining to the following items listed within the application:

We have completed our review of the applicant's submittal and have no further comments at this time.

Thank you for the opportunity to assist the City of Stuart in reviewing the noted project. Please contact us if you have any questions or need additional information.

Sincerely,

Kimley-Horn and Associates, Inc.



Kevin M. Roberson, P.E.
Vice President

Bowman CONSULTING

# STORMWATER MANAGEMENT REPORT

**FOR**

# Pulte Homes Stuart Ocean

## SE Ocean Boulevard,
## Stuart, FL 34996

**September 20, 2019**
**December 5, 2019**
**Revised: January 16, 2020**


**Justin Thompson, P.E.**
Florida License No. 84595
**Bowman Consulting Group, LTD.**
Board of Professional Engineers –
Certificate of Authorization No. 30462


**PROJECT #010655-01-001**


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# Table of Contents

Introduction.....1
Project Information.....1
Site Conditions.....1
Land Use Calculations.....2
Soil Storage and Runoff Calculations.....3
Methodology.....4
Pre Vs. Post.....5
Conclusion.....6
Appendix.....7

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# Introduction

## Project Information

The project area consists of two (2) parcels of land, and two satellite parcels south of the project area known as Parcel A and B, abutting the Kingswood Condominium apartments on SE Ocean Boulevard in the City of Stuart, Martin County, Florida. The folio numbers are 02-38-41-000-000-00050-9 and 02-38-41-000-000-00020-6, which contains +/- 11.03 acres, and is currently zoned R-3 Residential (Multi-Family/Duplex). The proposed project consists of an eighty (80) unit townhome residential community development with pedestrian trails, lush landscaped tree preservation areas and lake area for drainage purposes.

## Site Conditions

### *Existing Conditions*

The existing +/- 11.03-acre site is currently vacant consisting of an existing private asphalt road that traverses the site connecting the communities south of the project area to SE Ocean Boulevard. There are two (2) existing lift stations, connecting to existing private force mains, that services the abutting communities service by the City of Stuart Utilities. The site is approximately eighty-nine percent (89%) pervious and 11% impervious, generating a Runoff Curve Number (RCN) of 74.

### *Proposed Conditions*

The proposed improvements include demolishing the existing site, and private asphalt road, to construct an eighty (80) unit townhome residential community development, with pedestrian trials and lush landscaped preservation areas. A new drainage system will be constructed consisting of catch basins, to keep runoff from leaving the site, that will be directed to detention areas onsite to meet water quality requirements. A wet retention pond is proposed to provide attenuation of the larger storm events including the 100 year storm event. Under proposed conditions, the site will be forty-three percent (43%) impervious and fifty-seven percent (57%) pervious grass and open space, which generates an RCN of 74.

### *Water Table*

The geotechnical report enclosed describes the water table elevations encountered during the soil borings and exfiltration rate studies done on the site. On average, the water table was encountered at a depth of two and a half (2.5') to seven and a half (7.5') feet below ground surface, or elevation 3.0' (NGVD).

### *Flood Elevations*

The FEMA FIRM 12085C0154H indicates the site to be in FEMA Flood Zone X, which has determined areas to be outside the 0.2% annual chance floodplain. FEMA panel number 12085C0154H has been enclosed for reference.

## Land Use Calculations

### *Existing Conditions*

| Area Description | Square Feet | Acreage | % |
|---|---|---|---|
| Building | - | - | - |
| Sidewalk / Paving | 52,771 | 1.21 | 11 |
| Grass / Open Area | 428,332 | 9.83 | 89 |
| **Total Area** | **481,103** | **11.04** | **100** |

### *Proposed Conditions*

| Area Description | Square Feet | Acreage | % |
|---|---|---|---|
| Building | 83,230 | 1.91 | 17 |
| Sidewalk / Paving / Rear Patios | 58,463 | 1.34 | 12 |
| Vehicular Use Area | 66,670 | 1.53 | 14 |
| Native Pres./Dry Ret./Other Grass | 232,255 | 5.33 | 49 |
| Wet Pond | 40,485 | 0.93 | 8 |
| **Total Area** | **481,103** | **11.04** | **100** |

## Soil Storage and Runoff Calculations:

### *Existing Conditions*

The existing soils are comprised of an even mix of class A and D soils; therefore, flatwoods soils will be used. According to the SFWMD Manual, Page F-1, a depth to the water table of 3.0' corresponds to a developed available storage of 4.05".

$$\%\text{Impervious} = \frac{1.21}{11.04}$$

$$\%\text{Impervious} = 0.11$$

$$S = S_{Uncomp}(1 - \%\ Impervious)$$
$$S = 4.05"(1 - 0.11)$$
$$\therefore \boldsymbol{S = 3.60}$$

$$CN = \frac{1000}{S + 10}$$

$$CN = \frac{1000}{(3.60 + 10)}$$

$$\therefore \boldsymbol{CN = 73.53}$$

### *Proposed Conditions*

The existing soils are comprised of an even mix of class A and D soils; therefore, flatwoods soils will be used. Due to the site being raised considerably from existing conditions, a depth to water table of 4.0' will be used. According to the SFWMD Manual, Page F-1, a depth to the water table of 4.0' corresponds to a developed available storage of 6.75".

$$\%\text{Impervious} = \frac{4.78}{11.04}$$

$$\%\text{Impervious} = 0.43$$

$$S = S_{Comp}(1 - \%\ Impervious)$$
$$S = 6.75"(1 - 0.48)$$
$$\therefore \boldsymbol{S = 3.85}$$

$$CN = \frac{1000}{S + 10}$$

$$CN = \frac{1000}{(3.85 + 10)}$$

$$\therefore \boldsymbol{CN = 72.20}$$

## Stage/Storage

## Tabulation

"SITE"
NODE

| | PONDS | | | | | SITE | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| WSEL | Area ($ft^2$) | Average Area ($ft^2$) | Change in Head (ft) | Change in Volume ($ft^3$) | Total Volume ($ft^3$) | Area ($ft^2$) | Average Area ($ft^2$) | Change in Head (ft) | Change in Volume ($ft^3$) | Total Volume ($ft^3$) | Total Σ Volume ($ft^3$) | Total Volume (ac-ft) |
| 3.00 | 40,484 | | | | 0 | 0 | | | | 0 | 0 | 0.00 |
| | | 47,244 | 1.00 | 47,244 | | | 0 | 0.00 | 0 | | | |
| 4.00 | 54,003 | | | | 47,244 | 0 | | | | 0 | 47,244 | 1.08 |
| | | 58,426 | 1.00 | 58,426 | | | 0 | 1.00 | 0 | | | |
| 5.00 | 62,849 | | | | 105,670 | 0 | | | | 0 | 105,670 | 2.43 |
| | | 67,846 | 1.00 | 67,846 | | | 0 | 1.00 | 0 | | | |
| 6.00 | 72,842 | | | | 173,515 | 0 | | | | 0 | 173,515 | 3.98 |
| | | 78,181 | 1.00 | 78,181 | | | 29,563 | 1.00 | 29,563 | | | |
| 7.00 | 83,519 | | | | 251,696 | 59,125 | | | | 29,563 | 281,258 | 6.46 |
| | | 83,519 | 1.00 | 83,519 | | | 245,185 | 1.00 | 245,185 | | | |
| 8.00 | 83,519 | | | | 335,215 | 431,244 | | | | 274,747 | 609,962 | 14.00 |

# METHODOLOGY

## Water Quality

Per South Florida Water Management District design criteria for commercial properties, water quality treatment is required for wet detention areas. The wet detention volume shall be provided for the first inch of runoff from the developed project, or the total runoff of 2.5 inches times the percentage of imperviousness, whichever is greater. The required water quality volume of 0.97 ac-ft will be met in the proposed on-site retention ponds, which provide 4.845ac-ft. of storage.

- **1 in. x Site**

  $\left(1\ in.\ \times\ 11.04\ ac.\ \div 12\ \frac{in}{ft}\right) = 0.92\ ac.-ft$

  ∴ 0.92 ac.-ft. Required Water Quality

- **2.5 in. x (% Impervious)**
  - Site Area for Water Quality Calculations

    = (Total Site – Roof Area)

    $= (11.04\ ac - 1.91\ ac)$

    $= 9.13\ ac$
  - Impervious Area for Water Quality Calculations

    = (Site Area for Water Quality – Pervious)

    $= (9.13\ ac - 5.33\ ac)$

    $= 3.80\ ac$
  - Percentage of Impervious for Water Quality Calculations

    = (Impervious Area for WQ / Site Area for WQ) × 100%

    $= (3.80\ ac.\ \div\ 9.13\ ac) \times 100\% = 42\%$

    $= (2.5\ in.\ \times 0.42) = 1.05\ inches\ to\ be\ treated$
  - Inches to Be Treated × Total Site Area = Treatment Volume

    $= (1.05\ in.\ \times 11.04\ ac.) = 11.59 ac.-in.$

    $= \left(11.59\ ac.-in.\ \div\ 12\ \frac{in}{ft}\right) = 0.966\ ac.-ft.$

    ∴ 0.966 ac.-ft. Required Water Quality

- **0.966 ac.-ft. > 0.92 ac.-ft.**
  **0.966 ac.-ft ← Controls**

**Water Quality Treatment Required = 0.97 ac-ft**
**Water Quality Treatment Provided = 1.08 ac-ft @ elevation 4.00 NAVD**

## Pre vs. Post Analysis

A Pre vs. Post analysis has been performed to model the existing conditions and compare it to the proposed conditions. Please see Appendix B for the Stage Storage tabulations and ICPR Model outputs. Cascade Models account for the difference as follows:

*SFWMD Rainfall Used for Modeling Purposes*

| Storm Event | Rainfall (Inches) |
|---|---|
| 10-year, 1-day | 7 |
| 25-year, 3-day | 11.5 |
| 100-year, 3-day | 14 |

*Maximum Stage*

| Storm Event | Pre (NGVD) | Post (NGVD) |
|---|---|---|
| 10-year - 1-day | 5.82’ | 5.69’ |
| 25-year - 3-day | 6.61’ | 6.78’ |
| 100-year – 3day | 6.98’ | 7.16’ |

## CONCLUSION

In summary, the proposed dry detention areas and wet retention pond will provide adequate storm water management to construct the proposed eighty (80) unit townhome residential community development. Water quality volume is being met by providing 0.97 ac-ft of storage volume. In addition, the ICPR model run for the 10-Year, 1-day and the 25-Year, 3-Day storm events demonstrate that staging is not increased over all storm events.

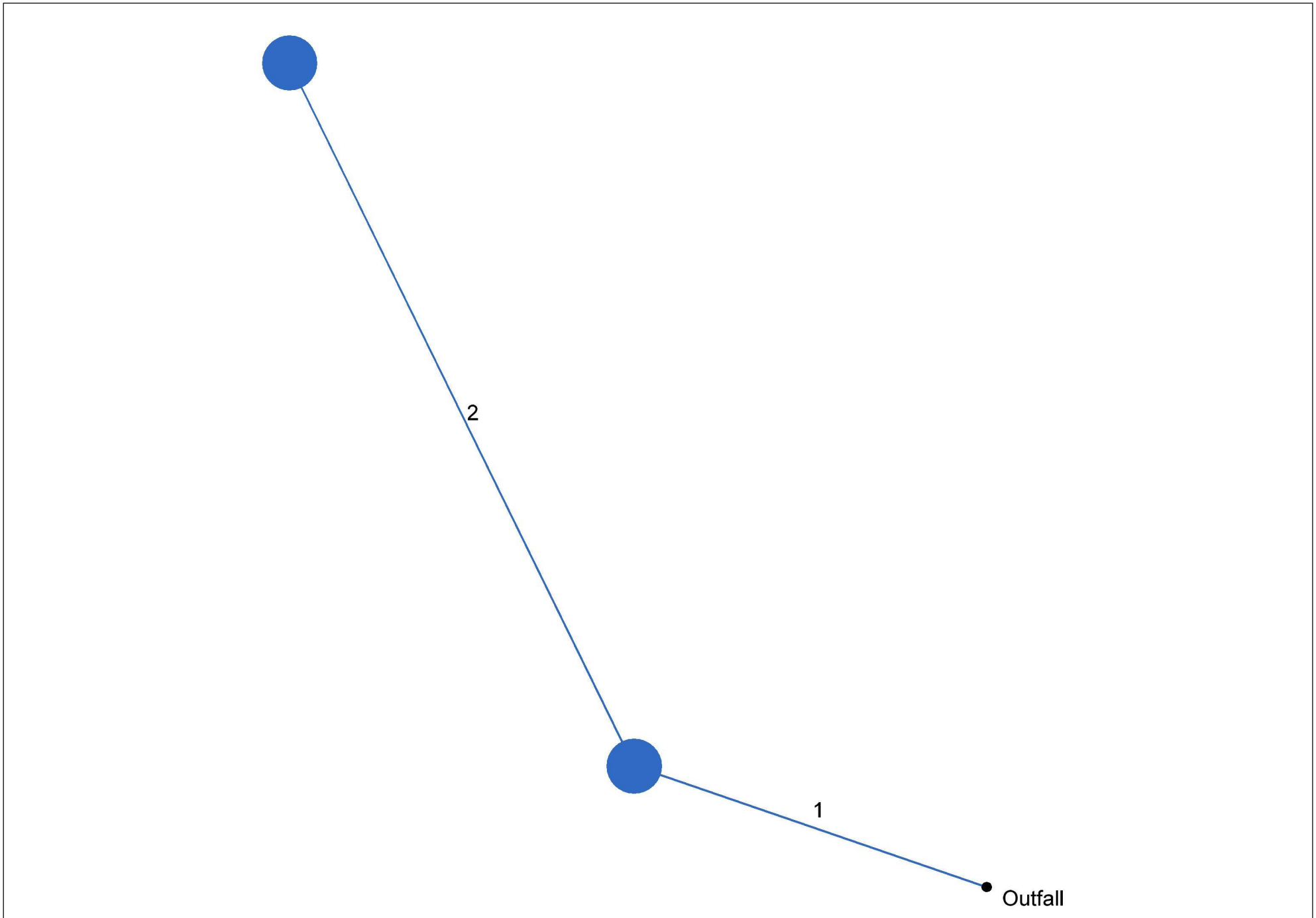
# Appendix

# Appendix

# ICPR Model

# Storm Pipe Analysis

# Hydraflow Storm Sewers Extension for Autodesk® AutoCAD® Civil 3D® Plan




| | | |
|---|---|---|
| Project File: Model.stm | Number of lines: 2 | Date: 12/5/2019 |

# Storm Sewer Summary Report

10-Year Event



| Line No. | Line ID | Flow rate (cfs) | Line Size (in) | Line shape | Line length (ft) | Invert EL Dn (ft) | Invert EL Up (ft) | Line Slope (%) | HGL Down (ft) | HGL Up (ft) | Minor loss (ft) | HGL Junct (ft) | Dns Line No. | Junction Type |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | 24.73 | 24 | Cir | 28.0 | 3.00 | 3.00 | 0.000 | 4.87* | 5.24* | 0.72 | 5.96 | End | Manhole |
| 2 | | 0.07 | 24 | Cir | 59.0 | 3.00 | 3.00 | 0.000 | 5.96* | 5.96* | 0.00 | 5.96 | 1 | DropGrate |

Project File: Model.stm

Number of lines: 2

Run Date: 12/5/2019

NOTES: Return period = 10 Yrs. ; *Surcharged (HGL above crown).

# Hydraulic Grade Line Computations

| Line | Size | Q | Downstream | | | | | | | | Len | Upstream | | | | | | | | Check | | JL coeff | Minor loss |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Invert elev | HGL elev | Depth | Area | Vel | Vel head | EGL elev | Sf | | Invert elev | HGL elev | Depth | Area | Vel | Vel head | EGL elev | Sf | Ave Sf | Enrgy loss | | |
| | (in) | (cfs) | (ft) | (ft) | (ft) | (sqft) | (ft/s) | (ft) | (ft) | (%) | (ft) | (ft) | (ft) | (ft) | (sqft) | (ft/s) | (ft) | (ft) | (%) | (%) | (ft) | (K) | (ft) |
| 1 | 24 | 24.73 | 3.00 | 4.87 | 1.87 | 3.05 | 8.10 | 1.02 | 5.89 | 1.033 | 28.0 | 3.00 | 5.24 | 2.00 | 3.14 | 7.87 | 0.96 | 6.20 | 1.196 | 1.115 | 0.312 | 0.75 | 0.72 |
| 2 | 24 | 0.07 | 3.00 | 5.96 | 2.00 | 3.14 | 0.02 | 0.00 | 5.96 | 0.000 | 59.0 | 3.00 | 5.96 | 2.00 | 3.14 | 0.02 | 0.00 | 5.96 | 0.000 | 0.000 | 0.000 | 1.00 | 0.00 |

Project File: Model.stm | Number of lines: 2 | Run Date: 12/5/2019

; c = cir e = ellip b = box

# Storm Sewer Summary Report

25-Year Event



| Line No. | Line ID | Flow rate (cfs) | Line Size (in) | Line shape | Line length (ft) | Invert EL Dn (ft) | Invert EL Up (ft) | Line Slope (%) | HGL Down (ft) | HGL Up (ft) | Minor loss (ft) | HGL Junct (ft) | Dns Line No. | Junction Type |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | 30.74 | 24 | Cir | 28.0 | 3.00 | 3.00 | 0.000 | 4.87* | 5.44* | 1.12 | 6.55 | End | Manhole |
| 2 | | 0.08 | 24 | Cir | 59.0 | 3.00 | 3.00 | 0.000 | 6.55* | 6.55* | 0.00 | 6.55 | 1 | DropGrate |

Project File: Model.stm

Number of lines: 2

Run Date: 12/5/2019

NOTES: Return period = 25 Yrs. ; *Surcharged (HGL above crown).

# Hydraulic Grade Line Computations

| Line | Size | Q | Downstream | | | | | | | | Len | Upstream | | | | | | | | Check | | JL coeff | Minor loss |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Invert elev | HGL elev | Depth | Area | Vel | Vel head | EGL elev | Sf | | Invert elev | HGL elev | Depth | Area | Vel | Vel head | EGL elev | Sf | Ave Sf | Enrgy loss | | |
| | (in) | (cfs) | (ft) | (ft) | (ft) | (sqft) | (ft/s) | (ft) | (ft) | (%) | (ft) | (ft) | (ft) | (ft) | (sqft) | (ft/s) | (ft) | (ft) | (%) | (%) | (ft) | (K) | (ft) |
| 1 | 24 | 30.74 | 3.00 | 4.87 | 1.87 | 3.06 | 10.05 | 1.57 | 6.44 | 1.596 | 28.0 | 3.00 | 5.44 | 2.00 | 3.14 | 9.78 | 1.49 | 6.93 | 1.847 | 1.721 | 0.482 | 0.75 | 1.12 |
| 2 | 24 | 0.08 | 3.00 | 6.55 | 2.00 | 3.14 | 0.03 | 0.00 | 6.55 | 0.000 | 59.0 | 3.00 | 6.55 | 2.00 | 3.14 | 0.03 | 0.00 | 6.55 | 0.000 | 0.000 | 0.000 | 1.00 | 0.00 |

Project File: Model.stm | Number of lines: 2 | Run Date: 12/5/2019

; c = cir e = ellip b = box

# ICPR Model - Existing

## Manual Basin: Watershed

Scenario: Scenario1
Node: Existing Site
Hydrograph Method: Santa Barbara Urban Hydrograph
Infiltration Method: Curve Number
Time of Concentration: 10.0000 min
Max Allowable Q: 999999.00 cfs
Time Shift: 0.0000 hr
Area: 11.0300 ac

| Area [ac] | Land Cover Zone | Soil Zone | Rainfall Name | Crop Coefficient Zone | Reference ET Station |
|---|---|---|---|---|---|
| 1.2100 | Impervious | A/D | A | | |
| 9.8200 | Pervious | A/D | A | | |

Comment:

## Node: Existing Site

Scenario: Scenario1
Type: Stage/Volume
Base Flow: 0.00 cfs
Initial Stage: 3.00 ft
Warning Stage: 5.35 ft

| Stage [ft] | Volume [ac-ft] | Volume [ft3] |
|---|---|---|
| 3.00 | 0.00 | 0 |
| 4.00 | 0.38 | 16553 |
| 5.00 | 1.49 | 64904 |
| 6.00 | 4.99 | 217364 |
| 7.00 | 10.53 | 458687 |

Comment:

## Simulation: 100YR-72HR

Scenario: Scenario1
Run Date/Time: 12/5/2019 9:47:36 AM
Program Version: ICPR4 4.03.02.00

### General

Run Mode: Normal

| | Year | Month | Day | Hour [hr] |
|---|---|---|---|---|
| Start Time: | 0 | 0 | 0 | 0.0000 |
| End Time: | 0 | 0 | 0 | 80.0000 |

| Hydrology [sec] | Surface Hydraulics | Groundwater [sec] |
|---|---|---|

| | [sec] | | |
|---|---|---|---|
| Min Calculation Time: | 60.0000 | 0.1000 | 900.0000 |
| Max Calculation Time: | | 30.0000 | |

## Output Time Increments

### Hydrology

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 60.0000 |

### Surface Hydraulics

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 60.0000 |

### Groundwater

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 360.0000 |

### Restart File

Save Restart: False

## Resources & Lookup Tables

### Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

### Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set: 1
Green-Ampt Set:
Vertical Layers Set:
Impervious Set: 1
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

## Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight Fact: 0.5 dec
dZ Tolerance: 0.0010 ft
Max dZ: 1.0000 ft
Link Optimizer Tol: 0.0001 ft

IA Recovery Time: 24.0000 hr
ET for Manual Basins: False
Smp/Man Basin Rain Opt: Global
OF Region Rain Opt: Global
Rainfall Name: ~SFWMD-72

| | | | |
|---|---|---|---|
| | | Rainfall Amount: | 14.00 in |
| Edge Length Option: | Automatic | Storm Duration: | 72.0000 hr |
| Dflt Damping (2D): | 0.0050 ft | Dflt Damping (1D): | 0.0050 ft |
| Min Node Srf Area (2D): | 100 ft2 | Min Node Srf Area (1D): | 113 ft2 |
| Energy Switch (2D): | Energy | Energy Switch (1D): | Energy |

Comment:

## Simulation: 10YR-24HR

Scenario: Scenario1
Run Date/Time: 12/5/2019 9:49:21 AM
Program Version: ICPR4 4.03.02.00

### General

Run Mode: Normal

| | Year | Month | Day | Hour [hr] |
|---|---|---|---|---|
| Start Time: | 0 | 0 | 0 | 0.0000 |
| End Time: | 0 | 0 | 0 | 30.0000 |

| | Hydrology [sec] | Surface Hydraulics [sec] | Groundwater [sec] |
|---|---|---|---|
| Min Calculation Time: | 60.0000 | 0.1000 | 900.0000 |
| Max Calculation Time: | | 30.0000 | |

### Output Time Increments

#### Hydrology

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 60.0000 |

#### Surface Hydraulics

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 60.0000 |

#### Groundwater

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 360.0000 |

#### Restart File

Save Restart: False

## Resources & Lookup Tables

| Resources | | Lookup Tables | |
|---|---|---|---|
| Rainfall Folder: | | Boundary Stage Set: | |
| Reference ET Folder: | | Extern Hydrograph Set: | |
| Unit Hydrograph Folder: | | Curve Number Set: | 1 |
| | | Green-Ampt Set: | |
| | | Vertical Layers Set: | |
| | | Impervious Set: | 1 |
| | | Roughness Set: | |
| | | Crop Coef Set: | |
| | | Fillable Porosity Set: | |
| | | Conductivity Set: | |
| | | Leakage Set: | |

## Tolerances & Options

| | | | |
|---|---|---|---|
| Time Marching: | SAOR | IA Recovery Time: | 24.0000 hr |
| Max Iterations: | 6 | ET for Manual Basins: | False |
| Over-Relax Weight Fact: | 0.5 dec | | |
| dZ Tolerance: | 0.0010 ft | Smp/Man Basin Rain Opt: | Global |
| Max dZ: | 1.0000 ft | OF Region Rain Opt: | Global |
| Link Optimizer Tol: | 0.0001 ft | Rainfall Name: | ~FLMOD |
| | | Rainfall Amount: | 7.00 in |
| Edge Length Option: | Automatic | Storm Duration: | 24.0000 hr |
| Dflt Damping (2D): | 0.0050 ft | Dflt Damping (1D): | 0.0050 ft |
| Min Node Srf Area (2D): | 100 ft2 | Min Node Srf Area (1D): | 113 ft2 |
| Energy Switch (2D): | Energy | Energy Switch (1D): | Energy |

Comment:

## Simulation: 25YR-72HR

| | |
|---|---|
| Scenario: | Scenario1 |
| Run Date/Time: | 12/5/2019 9:49:59 AM |
| Program Version: | ICPR4 4.03.02.00 |

## General

Run Mode: Normal

| | Year | Month | Day | Hour [hr] |
|---|---|---|---|---|
| Start Time: | 0 | 0 | 0 | 0.0000 |
| End Time: | 0 | 0 | 0 | 80.0000 |

| | Hydrology [sec] | Surface Hydraulics [sec] | Groundwater [sec] |
|---|---|---|---|
| Min Calculation Time: | 60.0000 | 0.1000 | 900.0000 |
| Max Calculation Time: | | 30.0000 | |

## Output Time Increments

### Hydrology

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 60.0000 |

### Surface Hydraulics

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 60.0000 |

### Groundwater

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 360.0000 |

### Restart File

Save Restart: False

## Resources & Lookup Tables

### Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

### Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set: 1
Green-Ampt Set:
Vertical Layers Set:
Impervious Set: 1
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

## Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight Fact: 0.5 dec
dZ Tolerance: 0.0010 ft

IA Recovery Time: 24.0000 hr
ET for Manual Basins: False
Smp/Man Basin Rain Opt: Global

| | | | |
|---|---|---|---|
| Max dZ: | 1.0000 ft | OF Region Rain Opt: | Global |
| Link Optimizer Tol: | 0.0001 ft | Rainfall Name: | ~SFWMD-72 |
| | | Rainfall Amount: | 11.50 in |
| Edge Length Option: | Automatic | Storm Duration: | 72.0000 hr |
| Dflt Damping (2D): | 0.0050 ft | Dflt Damping (1D): | 0.0050 ft |
| Min Node Srf Area (2D): | 100 ft2 | Min Node Srf Area (1D): | 113 ft2 |
| Energy Switch (2D): | Energy | Energy Switch (1D): | Energy |

Comment:

## Simulation: 5YR-1HR

Scenario: Scenario1
Run Date/Time: 12/5/2019 9:51:44 AM
Program Version: ICPR4 4.03.02.00

### General

Run Mode: Normal

| | Year | Month | Day | Hour [hr] |
|---|---|---|---|---|
| Start Time: | 0 | 0 | 0 | 0.0000 |
| End Time: | 0 | 0 | 0 | 24.0000 |

| | Hydrology [sec] | Surface Hydraulics [sec] | Groundwater [sec] |
|---|---|---|---|
| Min Calculation Time: | 60.0000 | 0.1000 | 900.0000 |
| Max Calculation Time: | | 30.0000 | |

### Output Time Increments

#### Hydrology

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 60.0000 |

#### Surface Hydraulics

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 60.0000 |

#### Groundwater

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 360.0000 |

#### Restart File

Save Restart: False

## Resources & Lookup Tables

### Resources

| | |
|---|---|
| Rainfall Folder: | |
| Reference ET Folder: | |
| Unit Hydrograph Folder: | |

### Lookup Tables

| | |
|---|---|
| Boundary Stage Set: | |
| Extern Hydrograph Set: | |
| Curve Number Set: | 1 |
| Green-Ampt Set: | |
| Vertical Layers Set: | |
| Impervious Set: | 1 |
| Roughness Set: | |
| Crop Coef Set: | |
| Fillable Porosity Set: | |
| Conductivity Set: | |
| Leakage Set: | |

## Tolerances & Options

| | | | |
|---|---|---|---|
| Time Marching: | SAOR | IA Recovery Time: | 24.0000 hr |
| Max Iterations: | 6 | ET for Manual Basins: | False |
| Over-Relax Weight Fact: | 0.5 dec | | |
| dZ Tolerance: | 0.0010 ft | Smp/Man Basin Rain Opt: | Global |
| Max dZ: | 1.0000 ft | OF Region Rain Opt: | Global |
| Link Optimizer Tol: | 0.0001 ft | Rainfall Name: | ~FLMOD |
| | | Rainfall Amount: | 6.00 in |
| Edge Length Option: | Automatic | Storm Duration: | 1.0000 hr |
| Dflt Damping (2D): | 0.0050 ft | Dflt Damping (1D): | 0.0050 ft |
| Min Node Srf Area (2D): | 100 ft2 | Min Node Srf Area (1D): | 113 ft2 |
| Energy Switch (2D): | Energy | Energy Switch (1D): | Energy |

Comment:

Node Max Conditions [Scenario1]

| Node Name | Sim Name | Warning Stage [ft] | Max Stage [ft] | Min/Max Delta Stage [ft] | Max Total Inflow [cfs] | Max Total Outflow [cfs] | Max Surface Area [ft2] |
|---|---|---|---|---|---|---|---|
| Existing Site | 100YR-72HR | 5.35 | 6.98 | 0.0010 | 70.38 | 0.00 | 283743 |
| Existing Site | 10YR-24HR | 5.35 | 5.82 | 0.0010 | 41.91 | 0.00 | 179157 |
| Existing Site | 25YR-72HR | 5.35 | 6.61 | 0.0010 | 56.82 | 0.00 | 251353 |
| Existing Site | 5YR-1HR | 5.35 | 5.60 | 0.0010 | 129.52 | 0.00 | 158016 |

# ICPR Model - Proposed

## Manual Basin: Total Site Basin

Scenario: Scenario1
Node: Total Site
Hydrograph Method: NRCS Unit Hydrograph
Infiltration Method: Curve Number
Time of Concentration: 10.0000 min
Max Allowable Q: 0.00 cfs
Time Shift: 0.0000 hr
Unit Hydrograph: UH256
Peaking Factor: 256.0
Area: 11.0400 ac

| Area [ac] | Land Cover Zone | Soil Zone | Rainfall Name | Crop Coefficient Zone | Reference ET Station |
|---|---|---|---|---|---|
| 5.7100 | Impervious | A | | | |
| 5.3300 | Pervious | A | | | |

Comment:

## Node: Total Site

Scenario: Scenario1
Type: Stage/Volume
Base Flow: 0.00 cfs
Initial Stage: 3.00 ft
Warning Stage: 8.20 ft

| Stage [ft] | Volume [ac-ft] | Volume [ft3] |
|---|---|---|
| 3.00 | 0.00 | 0 |
| 4.00 | 1.08 | 47045 |
| 5.00 | 2.43 | 105851 |
| 6.00 | 3.98 | 173369 |
| 7.00 | 6.46 | 281398 |
| 8.00 | 14.00 | 609840 |

Comment:

## Simulation: 100YR-72HR

Scenario: Scenario1
Run Date/Time: 1/16/2020 8:29:17 PM
Program Version: ICPR4 4.05.02

### General

Run Mode: Normal

| | Year | Month | Day | Hour [hr] |
|---|---|---|---|---|
| Start Time: | 0 | 0 | 0 | 0.0000 |

| | | | | |
|---|---|---|---|---|
| End Time: | 0 | 0 | 0 | 80.0000 |

| | Hydrology [sec] | Surface Hydraulics [sec] | Groundwater [sec] |
|---|---|---|---|
| Min Calculation Time: | 60.0000 | 0.1000 | 900.0000 |
| Max Calculation Time: | | 30.0000 | |

## Output Time Increments

### Hydrology

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 60.0000 |

### Surface Hydraulics

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 60.0000 |

### Groundwater

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 360.0000 |

### Restart File

Save Restart: False

## Resources & Lookup Tables

### Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

### Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set: 1
Green-Ampt Set:
Vertical Layers Set:
Impervious Set: 1
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

## Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight Fact: 0.5 dec
dZ Tolerance: 0.0010 ft

IA Recovery Time: 24.0000 hr
ET for Manual Basins: False
Smp/Man Basin Rain: Global

| | | | |
|---|---|---|---|
| | | Opt: | |
| Max dZ: | 1.0000 ft | OF Region Rain Opt: | Global |
| Link Optimizer Tol: | 0.0001 ft | Rainfall Name: | ~SFWMD-72 |
| | | Rainfall Amount: | 14.00 in |
| Edge Length Option: | Automatic | Storm Duration: | 72.0000 hr |
| Dflt Damping (2D): | 0.0050 ft | Dflt Damping (1D): | 0.0050 ft |
| Min Node Srf Area (2D): | 100 ft2 | Min Node Srf Area (1D): | 113 ft2 |
| Energy Switch (2D): | Energy | Energy Switch (1D): | Energy |

Comment:

## Simulation: 10YR-24HR

Scenario: Scenario1
Run Date/Time: 1/16/2020 8:31:43 PM
Program Version: ICPR4 4.05.02

### General

Run Mode: Normal

| | Year | Month | Day | Hour [hr] |
|---|---|---|---|---|
| Start Time: | 0 | 0 | 0 | 0.0000 |
| End Time: | 0 | 0 | 0 | 30.0000 |

| | Hydrology [sec] | Surface Hydraulics [sec] | Groundwater [sec] |
|---|---|---|---|
| Min Calculation Time: | 60.0000 | 0.1000 | 900.0000 |
| Max Calculation Time: | | 30.0000 | |

### Output Time Increments

#### Hydrology

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 60.0000 |

#### Surface Hydraulics

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 60.0000 |

#### Groundwater

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 360.0000 |

## Restart File

Save Restart: False

## Resources & Lookup Tables

### Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

### Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set: 1
Green-Ampt Set:
Vertical Layers Set:
Impervious Set: 1
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

## Tolerances & Options

| | | | |
|---|---|---|---|
| Time Marching: | SAOR | IA Recovery Time: | 24.0000 hr |
| Max Iterations: | 6 | ET for Manual Basins: | False |
| Over-Relax Weight Fact: | 0.5 dec | | |
| dZ Tolerance: | 0.0010 ft | Smp/Man Basin Rain Opt: | Global |
| Max dZ: | 1.0000 ft | OF Region Rain Opt: | Global |
| Link Optimizer Tol: | 0.0001 ft | Rainfall Name: | ~FLMOD |
| | | Rainfall Amount: | 7.00 in |
| Edge Length Option: | Automatic | Storm Duration: | 24.0000 hr |
| Dflt Damping (2D): | 0.0050 ft | Dflt Damping (1D): | 0.0050 ft |
| Min Node Srf Area (2D): | 100 ft2 | Min Node Srf Area (1D): | 113 ft2 |
| Energy Switch (2D): | Energy | Energy Switch (1D): | Energy |

Comment:

## Simulation: 25YR-72HR

Scenario: Scenario1
Run Date/Time: 1/16/2020 8:32:38 PM
Program Version: ICPR4 4.05.02

## General

Run Mode: Normal

| | Year | Month | Day | Hour [hr] |
|---|---|---|---|---|
| Start Time: | 0 | 0 | 0 | 0.0000 |
| End Time: | 0 | 0 | 0 | 80.0000 |

| | Hydrology [sec] | Surface Hydraulics [sec] | Groundwater [sec] |
|---|---|---|---|
| Min Calculation Time: | 60.0000 | 0.1000 | 900.0000 |
| Max Calculation Time: | | 30.0000 | |

## Output Time Increments

### Hydrology

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 60.0000 |

### Surface Hydraulics

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 60.0000 |

### Groundwater

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 360.0000 |

### Restart File

Save Restart: False

## Resources & Lookup Tables

### Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

### Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set: 1
Green-Ampt Set:
Vertical Layers Set:
Impervious Set: 1
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

## Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight 0.5 dec

IA Recovery Time: 24.0000 hr
ET for Manual Basins: False

| | | | |
|---|---|---|---|
| Fact: | | | |
| dZ Tolerance: | 0.0010 ft | Smp/Man Basin Rain Opt: | Global |
| Max dZ: | 1.0000 ft | OF Region Rain Opt: | Global |
| Link Optimizer Tol: | 0.0001 ft | Rainfall Name: | ~SFWMD-72 |
| | | Rainfall Amount: | 11.50 in |
| Edge Length Option: | Automatic | Storm Duration: | 72.0000 hr |
| Dflt Damping (2D): | 0.0050 ft | Dflt Damping (1D): | 0.0050 ft |
| Min Node Srf Area (2D): | 100 ft2 | Min Node Srf Area (1D): | 113 ft2 |
| Energy Switch (2D): | Energy | Energy Switch (1D): | Energy |

Comment:

## Simulation: 5YR-1HR

Scenario: Scenario1
Run Date/Time: 1/16/2020 8:35:01 PM
Program Version: ICPR4 4.05.02

### General

Run Mode: Normal

| | Year | Month | Day | Hour [hr] |
|---|---|---|---|---|
| Start Time: | 0 | 0 | 0 | 0.0000 |
| End Time: | 0 | 0 | 0 | 24.0000 |

| | Hydrology [sec] | Surface Hydraulics [sec] | Groundwater [sec] |
|---|---|---|---|
| Min Calculation Time: | 60.0000 | 0.1000 | 900.0000 |
| Max Calculation Time: | | 30.0000 | |

### Output Time Increments

#### Hydrology

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 60.0000 |

#### Surface Hydraulics

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 60.0000 |

#### Groundwater

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 360.0000 |

**Restart File**

Save Restart: False

## Resources & Lookup Tables

**Resources**

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

**Lookup Tables**

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set: 1
Green-Ampt Set:
Vertical Layers Set:
Impervious Set: 1
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

## Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight Fact: 0.5 dec
dZ Tolerance: 0.0010 ft
Max dZ: 1.0000 ft
Link Optimizer Tol: 0.0001 ft
Edge Length Option: Automatic
Dflt Damping (2D): 0.0050 ft
Min Node Srf Area (2D): 100 ft2
Energy Switch (2D): Energy

IA Recovery Time: 24.0000 hr
ET for Manual Basins: False
Smp/Man Basin Rain Opt: Global
OF Region Rain Opt: Global
Rainfall Name: ~FLMOD
Rainfall Amount: 6.00 in
Storm Duration: 1.0000 hr
Dflt Damping (1D): 0.0050 ft
Min Node Srf Area (1D): 113 ft2
Energy Switch (1D): Energy

Comment:

## Curve Number: 1 [Set]

| Land Cover Zone | Soil Zone | Curve Number [dec] |
|---|---|---|
| Impervious | A | 98.0 |
| Pervious | A | 39.0 |

Impervious: 1 [Set]

| Land Cover Zone | % Impervious | % DCIA | % Direct | Ia Impervious [in] | Ia Pervious [in] |
|---|---|---|---|---|---|
| Impervious | 0.00 | 0.00 | 0.00 | 0.000 | 0.000 |
| Pervious | 0.00 | 0.00 | 0.00 | 0.000 | 0.000 |

Node Max Conditions [Scenario1]

| Node Name | Sim Name | Warning Stage [ft] | Max Stage [ft] | Min/Max Delta Stage [ft] | Max Total Inflow [cfs] | Max Total Outflow [cfs] | Max Surface Area [ft2] |
|---|---|---|---|---|---|---|---|
| Total Site | 100YR-72HR | 8.20 | 7.16 | 0.0010 | 50.94 | 0.00 | 253268 |
| Total Site | 10YR-24HR | 8.20 | 5.69 | 0.0010 | 25.10 | 0.00 | 80236 |
| Total Site | 25YR-72HR | 8.20 | 6.78 | 0.0010 | 39.44 | 0.00 | 190097 |
| Total Site | 5YR-1HR | 8.20 | 5.34 | 0.0010 | 78.01 | 0.00 | 71503 |

Curve Number: 1 [Set]

| Land Cover Zone | Soil Zone | Curve Number [dec] |
|---|---|---|
| Impervious | A | 98.0 |
| Pervious | A | 39.0 |

Weir Cross Section: Cross Section 1

Scenario: Scenario1

Lid: No

Bottom Point Table

| Order | Station [ft] | Elevation [ft] |
|---|---|---|
| 0 | 0.00 | 11.00 |
| 1 | 300.00 | 11.00 |
| 2 | 600.00 | 11.00 |

Comment:

## Node: Ground

Scenario: Scenario1
Type: Time/Stage
Base Flow: 0.00 cfs
Initial Stage: 3.00 ft
Warning Stage: 3.00 ft
Boundary Stage:

| Year | Month | Day | Hour | Stage [ft] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 3.00 |
| 0 | 0 | 0 | 999.0000 | 3.00 |

Comment:

## Node: Total Site

Scenario: Scenario1
Type: Stage/Volume
Base Flow: 0.00 cfs
Initial Stage: 3.80 ft
Warning Stage: 3.80 ft

| Stage [ft] | Volume [ac-ft] | Volume [ft3] |
|---|---|---|
| 3.00 | 0.00 | 0 |
| 4.00 | 1.08 | 47045 |
| 5.00 | 2.43 | 105851 |
| 6.00 | 3.98 | 173369 |
| 7.00 | 6.46 | 281398 |
| 8.00 | 14.00 | 609840 |

Comment:

## Percolation Link: PERC

Scenario: Scenario1
From Node: Total Site
To Node: Ground
Link Count: 1
Flow Direction: Both
Aquifer Base Elevation: -50.00 ft
Water Table Elevation: 2.50 ft
Annual Recharge Rate: 0 ipy
Horizontal Conductivity: 38.000 fpd
Vertical Conductivity: 25.000 fpd
Fillable Porosity: 0.400
Layer Thickness: 0.00 ft

Surface Area Option: Vary Based on Stage/Area Table
Vertical Flow Termination: Horizontal Flow Algorithm
Perimeter 1: 4239.00 ft
Perimeter 2: 8478.00 ft
Perimeter 3: 21195.00 ft
Distance P1 to P2: 50.00 ft
Distance P2 to P3: 450.00 ft
# of Cells P1 to P2: 10
# of Cells P2 to P3: 45

Comment:

## Simulation: Recovery

Scenario: Scenario1
Run Date/Time: 1/17/2020 12:23:19 AM
Program Version: ICPR4 4.03.02.00

## General

Run Mode: Normal

| | Year | Month | Day | Hour [hr] |
|---|---|---|---|---|
| Start Time: | 0 | 0 | 0 | 0.0000 |
| End Time: | 0 | 0 | 0 | 100.0000 |

| | Hydrology [sec] | Surface Hydraulics [sec] | Groundwater [sec] |
|---|---|---|---|
| Min Calculation Time: | 60.0000 | 0.1000 | 900.0000 |
| Max Calculation Time: | | 30.0000 | |

## Output Time Increments

### Hydrology

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 60.0000 |

### Surface Hydraulics

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 60.0000 |

### Groundwater

| Year | Month | Day | Hour [hr] | Time Increment [min] |
|---|---|---|---|---|
| 0 | 0 | 0 | 0.0000 | 360.0000 |

### Restart File

Save Restart: False

## Resources & Lookup Tables

### Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

### Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set: 1
Green-Ampt Set:
Vertical Layers Set:
Impervious Set: 1
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:

| | |
|---|---|
| Conductivity Set: | |
| Leakage Set: | |

## Tolerances & Options

| | | | |
|---|---|---|---|
| Time Marching: | SAOR | IA Recovery Time: | 24.0000 hr |
| Max Iterations: | 6 | ET for Manual Basins: | False |
| Over-Relax Weight Fact: | 0.5 dec | | |
| dZ Tolerance: | 0.0010 ft | Manual Basin Rain Opt: | Global |
| Max dZ: | 1.0000 ft | OF Region Rain Opt: | Global |
| Link Optimizer Tol: | 0.0001 ft | Rainfall Name: | ~SFWMD-72 |
| | | Rainfall Amount: | 11.50 in |
| Edge Length Option: | Automatic | Storm Duration: | 72.0000 hr |
| Dflt Damping (2D): | 0.0050 ft | Dflt Damping (1D): | 0.0050 ft |
| Min Node Srf Area (2D): | 100 ft2 | Min Node Srf Area (1D): | 113 ft2 |
| Energy Switch (2D): | Energy | Energy Switch (1D): | Energy |

Comment:

## Impervious: 1 [Set]

| Land Cover Zone | % Impervious | % DCIA | % Direct | Ia Impervious [in] | Ia Pervious [in] |
|---|---|---|---|---|---|
| Impervious | 0.00 | 0.00 | 0.00 | 0.000 | 0.000 |
| Pervious | 0.00 | 0.00 | 0.00 | 0.000 | 0.000 |

## Curve Number: 1 [Set]

| Land Cover Zone | Soil Zone | Curve Number [dec] |
|---|---|---|
| Impervious | A | 98.0 |
| Pervious | A | 39.0 |

| Sim | Node Name | Relative Time [hrs] | Stage [ft] |
|---|---|---|---|
| Recovery | Total Site | 0.0000 | 3.80 |
| Recovery | Total Site | 1.0011 | 3.26 |
| Recovery | Total Site | 2.0081 | 3.10 |
| Recovery | Total Site | 3.0081 | 3.01 |
| Recovery | Total Site | 4.0081 | 3.00 |
| Recovery | Total Site | 5.0081 | 3.00 |
| Recovery | Total Site | 6.0081 | 3.00 |
| Recovery | Total Site | 7.0081 | 3.00 |
| Recovery | Total Site | 8.0081 | 3.00 |
| Recovery | Total Site | 9.0081 | 3.00 |
| Recovery | Total Site | 10.0081 | 3.00 |
| Recovery | Total Site | 11.0081 | 3.00 |
| Recovery | Total Site | 12.0081 | 3.00 |
| Recovery | Total Site | 13.0081 | 3.00 |
| Recovery | Total Site | 14.0081 | 3.00 |
| Recovery | Total Site | 15.0081 | 3.00 |
| Recovery | Total Site | 16.0081 | 3.00 |
| Recovery | Total Site | 17.0081 | 3.00 |
| Recovery | Total Site | 18.0081 | 3.00 |
| Recovery | Total Site | 19.0081 | 3.00 |
| Recovery | Total Site | 20.0081 | 3.00 |
| Recovery | Total Site | 21.0081 | 3.00 |
| Recovery | Total Site | 22.0081 | 3.00 |
| Recovery | Total Site | 23.0081 | 3.00 |
| Recovery | Total Site | 24.0081 | 3.00 |
| Recovery | Total Site | 25.0081 | 3.00 |
| Recovery | Total Site | 26.0081 | 3.00 |
| Recovery | Total Site | 27.0081 | 3.00 |
| Recovery | Total Site | 28.0081 | 3.00 |
| Recovery | Total Site | 29.0081 | 3.00 |
| Recovery | Total Site | 30.0081 | 3.00 |
| Recovery | Total Site | 31.0081 | 3.00 |
| Recovery | Total Site | 32.0081 | 3.00 |
| Recovery | Total Site | 33.0081 | 3.00 |
| Recovery | Total Site | 34.0081 | 3.00 |
| Recovery | Total Site | 35.0081 | 3.00 |
| Recovery | Total Site | 36.0081 | 3.00 |
| Recovery | Total Site | 37.0081 | 3.00 |
| Recovery | Total Site | 38.0081 | 3.00 |
| Recovery | Total Site | 39.0081 | 3.00 |
| Recovery | Total Site | 40.0081 | 3.00 |
| Recovery | Total Site | 41.0081 | 3.00 |

November 13, 2019

Dr. Thomas Reinert, Regional Director
Florida Fish & Wildlife Conservation Commission
8535 Northlake Boulevard
West Palm Beach, FL 33412

**Re: Listed Species Data Base Search For Stuart Ocean Townhomes**
**Section 2, Township 38 South, Range 41 East**

Dear Dr. Reinert:

As the registered environmental consultant for the project known as Stuart Ocean Townhomes located on the south side of SE Ocean Boulevard, west of SE St. Lucie Boulevard, Stuart, Martin County (Section 2, Township 38 South, Range 41 East), I respectfully request a search of the Florida Fish & Wildlife Conservation Commission data base files in order to determine the potential existence of threatened and endangered species on the subject property. The parcel control identification numbers for the project site are as follows: 27-37-41-033-000-00040-2 and 27-37-41-033-000-00050-9.

The project site is comprised of native and non-native canopy coverage with some intact native habitats including pine flatwoods and sand live oak as well as existing paved roads and other amenities. The project site is completely surrounded by residential and commercial development.

Please let me know if you require any additional information in order to make this determination.

Sincerely,
**Ecotone Services, Inc.**

Jerry Renick

Jerry Renick, MS, CEP
Principal Environmental Scientist

November 13, 2019

Ms. Ashley Blackford
U. S. Fish & Wildlife Service
South Florida Ecological Services Office
1339 20th Street
Vero Beach, FL 32960

**Re: Listed Species Data Base Search For Stuart Ocean Townhomes**
**Section 2, Township 38 South, Range 41 East**

Dear Ms. Blackford:

As the registered environmental consultant for the project known as Stuart Ocean Townhomes located on the south side of SE Ocean Boulevard, west of SE St. Lucie Boulevard, Stuart, Martin County (Section 2, Township 38 South, Range 41 East), I respectfully request a search of the U. S. Fish & Wildlife Service data base files in order to determine the potential existence of threatened and endangered species on the subject property. The parcel control identification numbers for the project site are as follows: 27-37-41-033-000-00040-2 and 27-37-41-033-000-00050-9.

The project site is comprised of native and non-native canopy coverage with some intact native habitats including pine flatwoods and sand live oak as well as existing paved roads and other amenities. The project site is completely surrounded by residential and commercial development.

Please let me know if you require any additional information in order to make this determination.

Sincerely,
**Ecotone Services, Inc.**

Jerry Renick

Jerry Renick, MS, CEP
Principal Environmental Scientist

# Residential PUD

| | |
|---|---|
| Project: | Stuart Ocean RPUD |
| Date | 5.21.2020 |

| | |
|---|---|
| Adjacent N | Martin County Multifamily |
| Adjacent S | Kingswood Multifamily |
| Adjacent E | Institutional The Point ALF |
| Adjacent W | Kingswood Multifamily |
| Total Floor Space (sq.ft) | **83,230 sq. ft.** |

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

**AREA, IMPERVIOUS SURFACE, SETBACK AND HEIGHT**

| | | |
|---|---|---|
| 2.04.03 | Supplemental impervious surface | COMPLY |
| 2.04.04 | Supplemental setback requirements | COMPLY |
| 2.04.05 | Waterfront setbacks | NOT APPLICABLE |
| 2.04.06 | Certain street setbacks | NOT APPLICABLE |
| 2.04.07 | Supplemental building height | COMPLY |
| 2.06.00 | Supplemental Use standards | NOT APPLICABLE |

| | | |
|---|---|---|
| 4.04.01 | Traffic Concurrency | COMPLY |
| 4.09.00 | School Concurrency | TO BE REVIEWED |

**RESOURCE PROTECTION**

| | | |
|---|---|---|
| 5.02.00 | Environmental Assessment | COMPLY |
| 5.03.02 | Wetland Protection | COMPLY |
| 5.04.00 | Evironmentally sensitive lands | COMPLY |
| 5.04.03 | Monitoring & Maintenance | REVIEWED AT SITE PLAN |
| 5.05.01 | Tree Survey | COMPLY |
| 5.05.02 | Tree removal | COMPLY |

| | | |
|---|---|---|
| 5.06.00 | Mangrove & Shoreline | NOT APPLICABLE |
| 5.07.00 | Floodplain Management | COMPLY |
| Comp Plan | Comprehensive Plan | COMPLY |

**TRANSPORTATION**

| | | |
|---|---|---|
| 6.01.04 | Sidewalks/bikeways | COMPLY |
| 6.01.05 | Bike Ped (LCD) | COMPLY |
| 6.01.06 | Access | COMPLY |
| 6.01.07 | Drive-through | NOT APPLICABLE |
| 6.01.08 | Vehicular Access | NOT APPLICABLE |
| 6.01.09 | Parking Code | COMPLY |
| 6.01.18 | Off-Street Loading | NOT APPLICABLE |
| 6.01.19 | PILOP | NOT APPLICABLE |

**STORMWATER**

| | | |
|---|---|---|
| 6.03.01 | Generally | TO BE REVIEWED |
| 6.03.04 | Management | TO BE REVIEWED |
| 6.03.08 | Erosion | TO BE REVIEWED |

**LANDSCAPING**

| | | |
|---|---|---|
| 6.04.02 | General Standards | COMPLY |
| 6.04.02 A.1 | Native Landscaping | COMPLY |
| 6.06.02 A.2 | Shade Trees Required | COMPLY |
| 6.06.02 A.4 | Banyan, Fiscus & Rubber Trees | NOT APPLICABLE |
| 6.06.02 A.5 | Proximity to power lines | COMPLY |
| 6.06.02 A.6 | Shrubs | COMPLY |
| 6.06.02 A.7 | Hedges | COMPLY |
| 6.06.02 A.8 | Vines | NOT APPLICABLE |
| 6.06.02 A.9 | Ground cover | COMPLY |
| 6.06.02 A.10 | Grass Area | COMPLY |
| 6.06.02 B | Irrigation | REVIEWED AT SITE PLAN |

**LANDSCAPE DESIGN**

| | | |
|---|---|---|
| 6.04.03 A | Utility Lines (Existing and Proposed) | COMPLY |
| 6.04.03 B.1 | Landscaped Area >20% | COMPLY |
| 6.04.03 B.2 | Interior landscaping >50% | COMPLY |
| 6.04.03 B.3 | location of impervious | COMPLY |
| 6.04.03 B.4 | Mulch | COMPLY |
| 6.04.03 B.5 | Shoreline protection | NOT APPLICABLE |
| 6.04.03 B.8 | Visibility triangles | TO BE REVIEWED |

| | | |
|---|---|---|
| 6.04.06 | Land Use Transitions | EXCEPTION REQUESTED |

**LANDSCAPING - PARKING AREAS**

| | | |
|---|---|---|
| 6.04.07 A.1 | Landscaped strip adjacent to street | COMPLY |
| 6.04.07 A.2 | Landscaped strip length linear feet | COMPLY |
| 6.04.07 A.2a | Parking area adjacent to street | COMPLY |
| 6.04.07 A.2b | Hedge/wall/berm on outside of strip | COMPLY |
| 6.04.07 A.2c | Other Landscaping | COMPLY |
| 6.06.07 A.2d | Grass | COMPLY |
| 6.04.07 A.3 | Shrubs/ground cover | COMPLY |
| 6.04.07 B | parking screened from private propery | NOT APPLICABLE |
| 6.04.07 B.1 | Landscaped strip adjacent to private property | NOT APPLICABLE |
| 6.04.07 B.2a | Parking area adjacent to private property | NOT APPLICABLE |
| 6.04.07 B.2b | Hedge/wall/berm on outside of strip | NOT APPLICABLE |
| 6.04.07 B.2c | Other Landscaping | NOT APPLICABLE |
| 6.04.07 B.2d | Grass | NOT APPLICABLE |
| 6.04.07 B.3 | Shrubs/ground cover | NOT APPLICABLE |
| 6.04.07 C.1 | Parking Area (Major Dev't only) | COMPLY |
| 6.04.07 C.2 | Parking area rear and sides of building | COMPLY |
| 6.04.07 C.3 | Interior trees | COMPLY |
| 6.04.07 C.4 | Vechicle encroachment | COMPLY |
| 6.04.07 C.5 | Interior landscaped islands | COMPLY |
| 6.04.07 C.6 | Terminal landscaped islands | COMPLY |
| 6.04.07 C.7 | Interior landscaped medians | COMPLY |
| 6.04.07 C.8 | Interior shade trees | COMPLY |
| 6.04.07 D | Visability triangles | REVIEWED AT SITE PLAN |
| 6.04.08 | Tree Requirements | COMPLY |
| 6.04.10 | Loading Storage | NOT APPLICABLE |

**COMMERCIAL DEVELOPMENT STANDARDS**

| | | |
|---|---|---|
| 6.05.02 B | Building Location | NOT APPLICABLE |
| 6.05.02 C | Building Orientation | NOT APPLICABLE |
| 6.05.02 D | Façade Design | NOT APPLICABLE |
| 6.05.02 E | Massing | NOT APPLICABLE |
| 6.05.02 F | Other Features | NOT APPLICABLE |
| 6.05.02 G | Transitional Elevations | NOT APPLICABLE |
| 6.05.03 B | Blank Wall Area | NOT APPLICABLE |
| 6.05.03 C | Repeating Façade | NOT APPLICABLE |
| 6.05.04 | Additional Façade | NOT APPLICABLE |

| | | |
|---|---|---|
| 6.05.05 | Roof Treatments | NOT APPLICABLE |
| 6.05.06 | Entryways and customer entrance | NOT APPLICABLE |
| 6.05.07 | Materials and Color | NOT APPLICABLE |
| 6.06.00 | Green Development | NOT APPLICABLE |
| 6.07.00 | Lighting | NOT APPLICABLE |
| 6.08.00 | Dumpster & Recycling | NOT APPLICABLE |
| 6.09.05 | Fences | COMPLY |
| 6.11.00 | Signs | TO BE REVIEWED |

**Trees**

| | |
|---|---|
| | Shade or Canopy |
| | Palm |
| | Flowering |
| | Accent |

| Tree Species | Name | number | interior |
|---|---|---|---|
| (Ptychosperma elegans) | Alexander Palm* | | |
| (Ilex opaca) | American Holly | | |
| (Cordia boissieri) | Anacahuita, White Corda* | | |
| (Phoenix canariensis) | Canary Island Date Palm* | | |
| (Prunus caroliniana) | Cherry Laurel | | |
| (Livistonia chinensis) | Chinese Fan Palm* | | |
| (Ilex cassine) | Dahoon Holly | | |
| (Ilex attenuata 'EastPalatka') | East Palatka Holly | | |
| (Plumeria acuminata) | Frangipani Plumeria* | | |
| (Cordia sebestena) | Geiger Tree | | |
| (Cassia surattensis) | Glaucous Cassia* | | |
| (Duranta repens) | Golden Dewdrop | | |
| (Koelreuteria formosana) | Golden Rain Tree* | | |
| (Bauhinia blakeana) | Hong Kong Orchid* | | |
| (Capparis cynophallophora) | Jamaica Caper | | |
| (Parkinsonia aculeata) | Jerusalem Thorn* | | |
| (Quercus laurifolia) | Laurel Oak | | |
| (Callistemon lanceolata) | Lemon Bottlebrush* | | |
| (Quercus virginiana) | Live Oak | | |
| (Gordonia lasianthus) | Loblolly Bay | | |
| (Ptychosperma macarthuri) | MacArthur Palm* | | |
| (Swietenia mahagoni) | Mahogany | | |
| (Washingtonia robusta) | Mexican Washington Palm* | | |
| (Myrsine guianensis) | Myrsine | | |
| (Simaruba glauca) | Paradise Tree | | |
| (Acoelorrhaphe wrightii) | Paurotis Palm | | |
| (Tabebuia heterophylla) | Pink Tab or Trumpet Tree* | | |
| (Tibouchina grandiflora) | Princess Flower Tree* | | |
| (Tibouchina grandiflora) | Princess Flower Tree1* | | |
| (Arecastrum romanzoffianum) | Queen Palm* | | |
| (Lagerstromia speciosa) | Queens Crepe Myrtle* | | |
| (Persea borbonia) | Red Bay | | |
| (Acer rubrum) | Red Maple | | |

| | | | |
|---|---|---|---|
| (Cocothrinax argentata) | Silver Palm | | |
| (Tabebuia caraiba) | Silver Trumpet* | | |
| (Pinus elliottii) | Slash Pine | | |
| (Magnolia grandiflora) | Southern Magnolia | | |
| (Magnolia virginiana) | Sweet Bay | | |
| (Liquidambar styraciflua) | Sweet Gum | | |
| (Plantanus occidentalis) | Sycamore | | |
| (Myrica cerifera) | Wax Myrtle | | |
| (Callistemon viminallis) | Weeping Bottlebrush* | | |
| (Tecoma stans) | Yellow Elder | | |
| Other | | | |
| | **TOTALS** | **0** | **0** |

Shrubs/ground cover

| | |
|---|---|
| | Shrub |
| | Ground Cover |
| | Vine |

| Shrub/Ground cover Species | Name | number | native |
|---|---|---|---|
| (Antigonon Leptopus) | Coral Honeysuckle | | 0 |
| (Blechnum serrulatum) | Swamp Fern | | 0 |
| (Catharanthus roseus) | Periwinkle | | 0 |
| (Chrysobalanus icaco) | Cocoplum | | 0 |
| (Conocarpus erectus sericeus) | Silver Buttonwood | | 0 |
| (Conocarpus erectus) | Buttonwood | | 0 |
| (Crinum americanum) | Swamp Lilly | | 0 |
| (Forestiera segregata) | Florida Privet | | 0 |
| (Glesminum Sempervirens) | Carolina Jessamine | | 0 |
| (Hamelia patens) | Firebush | | 0 |
| (Helianthus debilis) | Beach Sunflower | | 0 |
| (Hymenocallis latifolia) | Spider Lily | | 0 |
| (Ilex glabra) | Gallberry | | 0 |
| (Lantana spp.) | Lantana species | | 0 |
| (Lonicera) | Trumpet Honeysuckle | | 0 |
| (Myrcianthes fragrans) | Simpson's Stopper | | 0 |
| (Myrica cerifera) | Wax Myrtle | | 0 |
| (Myrsine guianensis) | Myrsine | | 0 |
| (Nephrolepis cordifolia) | Erect Swordfern | | 0 |
| (Prunus caroliniana) | Cherry Laurel | | 0 |
| (Spartina bakerii) | Cordgrass | | 0 |
| (Sysirinchium) | Blue Eyed Grass | | 0 |
| (Urechites lutea) | Wild Allamanda | | 0 |

| | | | |
|---|---|---|---|
| (Vaccinium myrsinites) | Shiny Blueberry | | 0 |
| (Viburnum obovatum) | Walter's Virburnum | | 0 |
| (Zamia floridana) | Coontie | | 0 |
| Other | | | 0 |
| | TOTALS | 0 | 0 |

| | tree | shrub | shade tree | palms | tree+shrub | Interior Shade |
|---|---|---|---|---|---|---|
| native | 0 | 0 | 0 | 0 | 0 | |
| other | 0 | 0 | 0 | 0 | 0 | |
| Total | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | |
| interior | 0 | | 0 | | | |
| Perimeter | 0 | | 0 | | | |

| | % |
|---|---|
| Native | #DIV/0! |
| Shade | #DIV/0! |
| Int Shade | #DIV/0! |

STUART OCEAN RPUD.

COMPREHENSIVE PLAN REVIEW

FUTURE LAND USE ELEMENT

Objective A5. - Residential development.

Ensure land use compatibility by grouping complementary land use activities, including mixed-use land use developments in appropriate areas of the City. Work with the developers to integrate vehicular and pedestrian circulation systems, bike paths, parking, building location, and architectural design into a cohesive development.

*Policy A5.1.* The Future Land Use Element of the City's adopted Comprehensive Plan shall provide land for future residential use to promote a more compact development pattern. This shall include sufficient land suitable for the public utility facilities needed to support the projected level and pattern of development.

**The proposed project is compact in form by being clustered in order to project and provide upland and preservation areas, while providing a low-density development of approximately 7.25 dwelling units per acre.**

*Policy A5.2.* Development on all vacant, un-platted areas designated as residential should be compatible with any surrounding existing homes.

**In order to consider the compatibility of a proposal we need to assess whether the existing residential development adjacent to the proposed development are able to exist together without problems or conflict. The proposed development proposes an entirely residential development. The proposed buffers and preserve areas within the site, provide sufficient distance and visual shielding to project the surrounding existing residential development. The 2-storey height of the proposed development is adequately shielded from view. In respect of traffic impacts and safety the applicants' traffic study address volume and safety impacts in that respect. Overall, this proposal is considered to be compatible with the adjacent uses.**

*Policy A5.3.* Wherever possible, medium density residential and recreation/open space areas should serve as buffers between higher and lower intensity residential uses to achieve an orderly land use transition.

**The proposed project is of lower density (7.25 du/ac) than adjacent residential uses of the Kingswood condominiums (15 du/ac). The existing and proposed open space and preserve areas provide substantial area to provide transition zones between the existing higher density and the lower density proposal.**

*Policy A5.5.* The City shall market itself as a community for families.

**The development forms part of an inventory that widens housing options for existing and new residents of the City.**

*Policy A5.6.* The City shall maintain a height limitation of the greater of 45 feet or four stories of occupiable space for all buildings. The City shall require landscaping of all new development and redevelopment to promote an aesthetic streetscape. The City shall require landscape buffers between single family residential and non-residential uses.

**The proposal complies with the height limitation and incorporates substantial landscaping fronting the streetscape. The proposed development incorporates landscape buffers to the adjacent multi-family residential uses.**

## GOAL STATEMENT B

Minimize costs to current residents of growth, new development, and redevelopment, and encourage future land uses that maintain or enhance economical and efficient delivery of government utilities and services.

*Objective B1.* - Compact urban form. Discourage urban sprawl by facilitating urban redevelopment and infill development of properties and planning for urban infill and redevelopment of lands located within Stuart in order to achieve a compact urban form.

**The proposal is considered to be a good example of a compact urban form of residential infill as this particular site is primarily surrounded by established 2-storey residential condominium development and the property has remained vacant for a number of years.**

*Objective B3. - Desirable pattern of land uses.*

Promote and enhance a pattern of land uses that are compatible; that are convenient to City residents, businesses, and visitors; that avoid inappropriate or wasteful use of land; and that encourage efficient use of land, resources and facilities. Future land uses shall be designated to support the existing or planned community character, thereby prohibiting the development or expansion of uses which are inconsistent with the community's character. Reduce blighted areas through redevelopment. Land development and use regulations shall include provisions to ensure consistency with this Comprehensive Plan.

**The proposal is considered to be a good use of vacant and underutilized land within the community characteristics of the City.**

*Policy B3.2.* All development shall be compatible with and complementary to surrounding land uses and shall not unduly affect existing approved activities

**The proposed development, by reason of proposed use, density and buffers is considered to be compatible with and complementary to surrounding activities.**

Policy B1.4. Annexation and redevelopment strategies for infill development and redevelopment should be formulated to produce a future viable economy for the City.

**The proposed development site is an infill development which adds to the local economy through the increased demand for commercial, entertainment and retail services/products by new residential occupiers. The housing units will increase the spectrum and variety of residential accommodation in the City, therefore adding to a balanced housing supply.**

# Martin County School District

## General School Capacity Analysis

**This general analysis is completed to meet the development review policies specified in Section 6.2.6 of the Martin County, City of Stuart and Martin County School Board Interlocal Agreement for School Facilities Siting and Planning, and Section 17.7 Public School Facilities Element of the Martin County Comprehensive Plan.**

**Applicant/Project:** **Stuart Ocean Townhomes**
**Project#:** **Parcel - #02-38-41-00000020-6 and 02-38-41-000-00000050-9 (11.03 acres)**

**Date Received:** **1.12.2020**

**Applicant Request:** **Rezoning Application**

**Student Generation Calculation:**

| | |
|---|---|
| Residential Units | **80** |
| Current Student Generation Rate | **.214** |
| **Elementary** | 8 |
| **Middle** | 4 |
| **High** | 5 |
| **Total Forecasted** | **17** |

**School Zone Enrollment & Permanent Capacity:**

| CSA | 2019-2020 (as of 10/11/19) Enrollment | 2023-2024 COFTE Projected Enrollment | LOS Concurrency Capacity |
|---|---|---|---|
| Stuart Zone – Elementary (Pinewood, Port Salerno, JD Parker Elem) | 2199 | 2299 | 1978 |
| South Zone – Middle (Anderson Middle, Murray Middle) | 1769 | 1724 | 2009 |
| Stuart Zone – High Martin County High | 2173 | 2338 | 2160 |

Note: Current Enrollment reported from FOCUS, October Counts 2019

**Comments:**

This General School Capacity Analysis shall be used in the evaluation of a development proposal, but shall not provide a guarantee that the students from the above referenced project will be assigned to attend the particular school(s) listed. The analysis indicates that the elementary and high school LOS Concurrency is currently over capacity, and projected to continue. Middle schools currently are projected to have capacity.

A School Concurrency Review is completed for Final Site Plan applications that include residential units. At that time a Final Concurrency Determination will be conducted. Mitigation to reach Level of Service (LOS) standards for the School District may need to be remedied based on Final analysis.

Prepared by: **Kimberly Everman, Capital Projects Planning Specialist**
Phone: 772-223-3105, ext. 134
Email: evermak@martin.k12.fl.us

1.28.2020

*Martin County School Board*
*500 East Ocean Boulevard*
*Stuart, FL 34994*

# School Impact Worksheet

The purpose of this school impact worksheet is to assist in planning for future public school facility needs and concurrency requirements. It is to be completed for any proposed residential project, and residential rezoning, amendments to FLUM with residential components, and DRIs.

**Date:** September 19,2019

**Parcel ID#:** 02-38-41-000-00000020-6 and 02-38-41-000-00000050-9

**Project Name:** Stuart Ocean Townhomes

**Former Project Name:** _____ **Owner/Developer:** Pulte Home Company, LLC

**Contact Name/Number:** Aimee Carlson (561) 268-5821

**Total Project Acreage:** 11.03 **Year 1 of the Build-Out:** 2021

1. Please indicate the most likely build-out scenario. Show build-out by year and number of units/year.

| Unit Type | Number of Units | First 5-year Period | | | | | Second 5- year Period | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Yr 1 | Yr 2 | Yr 3 | Yr 4 | Yr 5 | Yr 1 | Yr 2 | Yr 3 | Yr 4 | Yr 5 |
| Single-family detached | | | | | | | | | | | |
| Multi-family | | | | | | | | | | | |
| Apartment | | | | | | | | | | | |
| Townhouse | 80 | 22 | 32 | 26 | | | | | | | |
| Other | | | | | | | | | | | |

Note: If build-out is expected to go beyond the 10 year period above, please attach an additional table with build-out years until project completion.

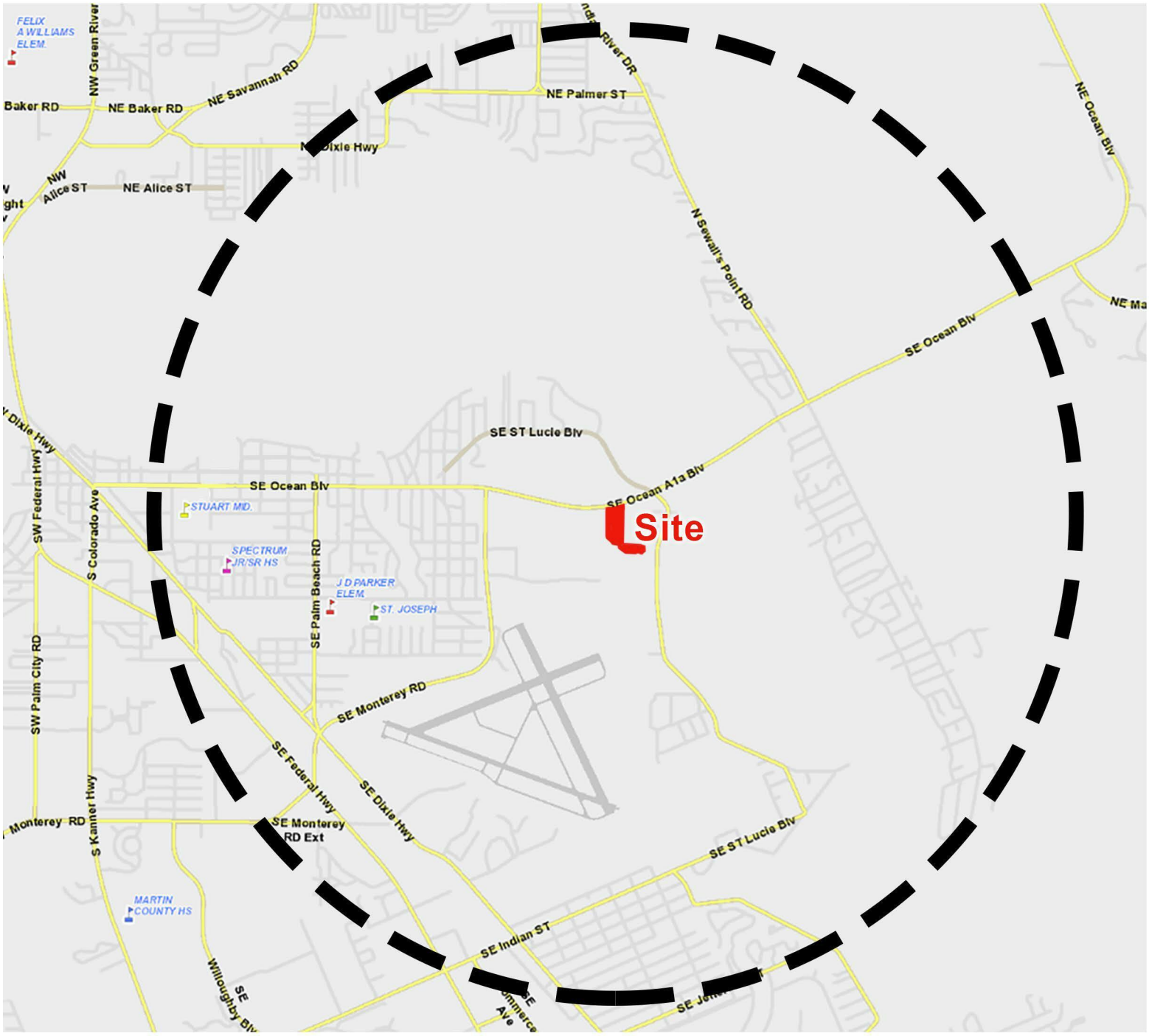
2. Project number and type of residential dwelling units at build-out, as follows:

| Unit Type | Number of Units | Typical Unit Floor Area (sq. ft.) | Estimated Price ($) Per Unit | Number Restricted to 55+ Age Group |
|---|---|---|---|---|
| Single-family detached | | | | |
| Multi-family | | | | |
| Apartment | | | | |
| Townhouse | 80 | 1,754 S.F. | Starting in low 300's | N/A |
| Other | | | | |

3. Please include a location map showing elementary, middle and high schools within a two-mile radius of the proposed project. If no schools are within a two-mile radius of the project, please indicate the nearest schools to the project.

# Stuart Ocean Townhomes

## School Map
### City of Stuart




Prepared by:

HJA DESIGN STUDIO LANDSCAPE ARCHITECTURE CM

2 mile radius

North



Project # : 19005

# MINUTES

## LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD
## TO BE HELD FEBRUARY 20, 2020 AT 5:30PM
## COMMISSION CHAMBERS
## 121 SW FLAGLER AVE.
## STUART, FL 34994

## LOCAL PLANNING AGENCY

**Chair – Ryan Strom**
**Vice Chair – Li Roberts**
**Board Member – Michael Herbach**
**Board Member – Larry Massing**
**Board Member – Campbell Rich**
**Board Member – Bill Mathers**
**Board Member – Cristina de la Vega**
**Ex Officio – Garrett Grabowski**

## ADMINISTRATIVE

**Development Director – Kev Freeman**
**Board Secretary – Jordan Pinkston**

**CALL TO ORDER**

**ROLL CALL**
**Present:** Michael Herbach, Li Roberts, Campbell Rich, Ryan Strom, Bill Mathers, Li Roberts, Larry Massing, Cristina de la Vega
**Absent:**

**APPROVAL OF MINUTES**
**Motion: Action:** Approve.
**Moved by**: Larry Massing
**Seconded by:** Michael Herbach
Motion passed unanimously.

**COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS:** None.

**COMMENTS FROM THE BOARD MEMBERS:**

Michael Herbach said he gave copies of electrical vehicle incentives and state statutes.

Michael Mortell said that he has been working with staff to update the board by-laws and should have them to the board by the next meeting to adopt.

Ryan Strom changed order of the agenda, making item #1 first, item #3 second and item #2 third.

**ACTION ITEMS:** None.

**ORDINANCES:**

1. Amendment to City Tree Replacement code to comply with State Statue and to incorporate innovative storm water design. (RC)
   Ord 2432-2020: AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE EXISTING CHAPTER V OF THE CITY'S LAND DEVELOPMENT CODE ENTITLED 'RESOURCE PROTECTION RELATED DEVELOPMENT STANDARDS' TO COMPLY WITH STATE STATUTE REGARDING TREE REMOVAL PERMITS AND TO PROMOTE INNOVATIVE STORMWATER TREATMENT AND LOW IMPACT DEVELOPMENT PRACTICES AND TO ALLOW THE CITY'S TREE REPLACEMENT FUND TO BE UTILIZED FOR INNOVATIVE STORMWATER TREATMENT SYSTEMS ON PUBLIC LANDS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

**PRESENTATION:** Kev Freeman, Development Director 5:46 PM

**BOARD COMMENT:**

Ryan Strom explained the format of the meeting.

Cristina de la Vega said that she has issues with 24-C regarding replacing pines with palm trees. She does not understand why that was the tree of choice. She expressed concerns about the current understory plants listed and requested staff expand the list. She also wants clarification on slash pine to palm.

Kev Freeman said that that is code and they are not proposing changes, they are only suggesting they should be replaced with like species. He said that they are removing palm trees and implanting canopy trees. He would like to explore a wider variety of trees to go in this ordinance.

Michael Herbach said he thinks that some of the problems are that there are only pines trees and oaks in the flats. He said that soil should be considered by a consultant.

Li Roberts clarified what staff is proposing.

Kev Freeman clarified that plans will be prepared by licensed architects.

Li Roberts suggested changing the wording to say, suitable native species such as. She asked if the money that is in the tree fund is being anticipated for staff to use.

Kev Freeman said that there is an opportunity for developments coming through to partner with them to incorporate better quality stormwater. He clarified details of how that would work.

Li Roberts asked about built-out areas that would benefit and what the city's responsibility would be.

Kev Freeman said they are currently looking into matching grant opportunities to expand that.

**PUBLIC COMMENT:** None.

**MOTION:**
**Action:** Approve with change to additional species E and L.
**Moved by:** Larry Massing
**Second by:** Cristina de la Vega
Motion passed unanimously.

2. STUART OCEAN RPUD - FIRST READING (QUASI-JUDICIAL)(RC): ORDINANCE No. 2435-2020: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO APPPROVE A REZONING FROM R-3 MULTIFAMILY/OFFICE TO RESIDENTIAL PLANNED UNIT DEVELOPMENT "RPUD" ON THE CITY'S OFFICIAL ZONING MAP; FOR AN 11.04 ACRES PARCEL, OW NED BY SERRAGUI GROUP INVESTMENTS LLC, LOCATED ON THE SOUTH SIDE OF SE OCEAN BLVD BETW EEN THE POINTE ASSISTED LIVING FACILTY AND KINGSW OOD CONDO ASSOCIATION, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING STUART OCEAN TOWNHOMES RPUD CONSISTING OF EIGHTY (80) ATTACHED HOMES; APPROVING A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT W ITH 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.

**PRESENTATION:** Tom Reetz, Senior Planner

Bob Raynes, Gunster Law Firm
Mike Houston, HJA Design Studio

**BOARD COMMENT:**

Bob Raynes went over the development conditions and suggested revisions in the handout he provided.

Michael Herbach asked about spaces for mail pickup.

Li Roberts asked about anticipated parking at mail pickup.

Mike Houston confirmed where spaces would be located.

Larry Massing asked if staff has reviewed the changes before them.

Tom Reetz said that they have discussed changes but have not reviewed the red lines.

Cristina de la Vega asked how many parking spaces were for visitors.

Mike Houston confirmed there are thirty-eight guest spots on the site.

Bob Raynes continued to go over development conditions and suggested revisions in the handout he provided.

Kev Freeman suggested the applicant formulate a clearer timetable of development.

Michael Herbach asked if it was a 55+ community. He asked about additional exits.

Bob Raynes said that we would need an easement for a secondary access.

Michael Herbach asked about bus stops and expressed his concerns about current bus situations. He asked about recreational leases.

Aimee Carlson with Pulte Group said they are not planning a physical clubhouse and the association will own all the amenities.

Li Roberts discussed past project proposal entrances so roads were not staggered and said that the reason these were proposed would be for traffic control.

Mike Mortell said that he recalled the past proposal, but the reason that it was difficult was because of negotiations of easements.

Li Roberts asked for clarification on the density of units and greenspace.

Michael Houston said that this pervious, impervious questions because it is two stories.

Li Roberts asked about parcel B that isn't adjoining.

Tom Reetz confirmed it is counting 2 to 1 for offsite upland preserve, not open space.

Li Roberts said that she is concerned about the grade of the lot, drainage and runoff.

Mike Houston explained why they changed the site plan and added a buffer.

Li Roberts asked for confirmation about what will be done with the wooden fence along the boundary. She is concerned about trash collection, firetruck turnaround, eleven street parking spaces for eighty units, parking that belongs to the Kingswood swimming pool becoming a policing issue, amount of street parking, trail through the preserve area, grills, fences behind the property being too close, and school buses.

Bob Raynes addressed the fencing concern.

Li Roberts addressed the error on the elevation of the rear of the building on the floor plans and recommended they update their plans. She said that she thinks it is too much for the site, but appreciates the applicant trying to add appealing housing into the City of Stuart.

Michael Herbach asked if we can request that garages only be used for car storage.

Larry Massing said that would be difficult to enforce.

Cristina de la Vega asked about the location of roads for Kingswood.

Mike Houston said that is still an ongoing discussion about access easements for exists.

Cristina de la Vega said that it looks tight and asked about the amount of space the homeowners own behind each unit.

Todd Troxell, HJA Design Studio said that there are lot lines and they are fee simple lots that will be sold individually with 20 feet apart from the buildings, which is within code.

Cristina de le Vega asked for a breakdown of the pervious land.

Mike Houston clarified lot lines and open space.

Bob Raynes clarified the spacing that they are seeing on the renderings.

Todd Troxell said that the requirement for open space in a RPUD is 30% and we are exceeding that by 18%.

Larry Massing said that it appears to be tight, parking would have to be enforced.

Ryan Strom is concerned about the amount of code enforcement needed for the existing pool at Kingswood, mail parking spaces, on-street parking and trash pickup schedule.

Aimee Carlson said combined cans throughout the community.

Ryan Strom went into detail about concerns about trash logistics.

Tom Reetz said this is similar to other approved projects in regard to how trash will be coordinated.

Kev Freeman said that those other projects have higher density, less open space and less stormwater treatment than what we are seeing today. He said our fire department and public works department are not lenient, and staff has addressed all these issues and is very happy about how the project looks.

Ryan Strom said that he wanted to say that the applicant is only coming in with two stories, and he appreciates them not coming in with three stories or something with higher density.

Li Roberts said she thinks the problems are that it looks so tight because the lake piece looks removed, but if it was embedded into the property it would be more appeasing to the eye.

Kev Freeman said they are addressing their code and preserving the areas that are important.

Ryan Strom requested a motion.

Michael Herbach said that there are too many unknowns. He addressed the bus stops being an issue.

Ryan Strom said that it is almost advised to have them come back after changes are made.

Li Roberts advised that the applicant did not want to hear her motion if she were to make it and listed some of her concerns.

Mike Houston addressed the school bus issue.

Li Roberts said she is asking for a location to be carved out of their site of where a bus could stop, so kids or people do not have to go offsite.

Mike Houston addressed parking issue and expressed that this is a great addition to the city. He said that firetruck parking will be strongly enforced.

Michael Herbach asked that the applicant come back once the board's issues are addressed.

Li Roberts said that she is worried about on-street parking.

Bob Raynes said that he has spoken with Pulte representatives we want to continue to work with the Kingswood people. He offered to hear public comment and agreed to a continuance of the item.

Cristina de la Vega expressed that it is a great thing that the project is so low density compared to what could be put there.

Bob Raynes agreed and said that they want to continue to move forward.

**PUBLIC COMMENTS:**

1. Beth Lutz (SE Ocean Blvd.) – concerned about safety of young children and traffic.
2. Jane Cornett (SW Federal Highway) – suggested that this was premature. She described the different Kingswood phases, legal exists from the community, traffic, construction, drainage, lift station, would like to meet with city staff and Bob Raynes.
3. Judy Sabatino (SE Ocean Blvd.) – concerned about traffic and school children.
4. Katy Gibbs (SE Ocean Blvd.) – Kingswood residents, concerned about children, backyard size, playground area, safety and code enforcement.
5. Charles Scheer (SE Ocean Blvd.) – concerned about the noise abatement during the construction phase.
6. Charles Gutchione (SE Ocean Blvd.)– concerned about the environment, addressed an eagle's nest on the property.
7. Ken Visoky (SE Ocean Blvd.) – concerned about the retention pond and water table, storms with water runoff, traffic on roadways because they do not have sidewalks and traffic.
8. John Thomas (SE Ocean Blvd.) – concerned about the emergency access that fire department needs for their community.
9. Celeste Zehren (SE Ocean Blvd.) – concerned about the length of project and open issues, lake with children, noise pollution and construction pollution.
10. Jane Cooper (SE Ocean Blvd.) – concerned about traffic, type of development in a 55+ community, trespassing and code enforcement.
11. Patty Weiland (Kingswood) – concerned about children in between retirement communities.
12. Laura Giobbi (SE Ocean Blvd.) – concerned about water runoff.
13. Katy Gibbs (SE Ocean Blvd.) – said that she remembered that Kingswood was willing to move their entrance for the traffic pattern but did not have a board at the time.
14. Ivan Campodonico (SE Ocean Blvd.) – said that it should be a 55+ community.
15. Blanca Solorzaro (SE Ocean Blvd.) - Concerned about noise, traffic, and no pool on the property.
16. Stu Frankel (SE Ocean Blvd.)– addressed the pond but thinks that kids will want to come swim in their pool. He is concerned about traffic.

**BOARD COMMENT:**

Bob Raynes addressed the traffic study, drainage, lift station, lake concern, size of backyards and environmental study results.

Michael Herbach suggested using the pond as an irrigation source.

**MOTION:**
**Action:** Continue agenda item to March 19th LPA meeting.
**Moved by:** Michael Herbach
**Second by:** Larry Massing
Motion passed unanimously.

3. ORDINANCE No. 2434-2020: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, BEING THE THIRD AMENDMENT OF ORDINANCE NO. 2307-2015, ALSO KNOW N AS THE "NEW AVONLEA PLANNED UNIT DEVELOPMENT (PUD)" CONSISTING OF 12.40 ACRES ZONED RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD), 16.24 ACRES ZONED COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD), AND 20.4 ACRES OF WETLAND/UPLAND PRESERVE ZONED RPUD, FOR A TOTAL OF 49.04 ACRES; SAID PUD BEING GENERALLY LOCATED BETW EEN NE DIXIE HIGHWAY TO THE SOUTH, LAND ON BOTH SIDES OF GREEN RIVER PARKWAY ON THE W EST, LAND ON BOTH SIDES OF CARDINAL AVENUE ON THE EAST AND THE CITY BOUNDARY TO THE NORTH, BEING MORE FULLY DESCRIBED BY EXHIBIT "A" ATTACHED; AMENDING SAID PUD TO PROVIDE FOR THE APPROVAL OF THE MASTER PARCEL SITE PLAN FOR THE AVONLEA CROSSINGS PARCEL B (PARCEL 16); PROVIDING FOR A MASTER OFF-SITE INFRASTRUCTURE PLAN FOR THE ENTIRE PUD; PROVIDING FOR REVISED AND ADDITIONAL DEVELOPMENT CONDITIONS OF APPROVAL; PROVIDING FOR AMENDED AND NEW TIMETABLES FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT W ITH 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. (QJ) (RC)

**PRESENTATION:** Stephen Mayer, Senior Planner
Tim Hernandez, New Urban Communities

**BOARD COMMENT:**

Michael Herbach asked about the live-work units listed in the PUD.

Stephen Mayer confirmed that there will be no live-work units on this site.

Li Roberts asked about the outside elevations on the townhomes.

Tim Hernandez confirmed where the rear elevations will be facing.

Li Roberts asked about pricing.

Tim Hernandez said they are still discussing if they should be for sale or for rent and discussed potential price points for each.

Li Roberts suggested changing the look of the road so it seems like an extension of the sidewalk between building 1 and 12 and suggested where other crosswalks should be located. She asked about locations of mailboxes.

Tim Hernandez said that was a good idea and confirmed where the mailboxes will be located.

Li Roberts asked about the existing sidewalks and if there are grills.

Tim Hernandez said that he would consider putting a grill in the pool area.

Li Roberts asked if they could add a bus pull off area so in the future if there is a need for one it will not be a problem.

Tim Hernandez said that they are going to build it and the county or city can do whatever they want with it.

Kev Freeman said that we can come up with a condition that gives flexibility in the future.

Ryan Strom asked about the dumpster locations.

Tim Hernandez explained that they wanted to maximize parking and greenspace.

Li Roberts asked about fencing or foliage around the playground.

Tim Hernandez said he would be more inclined to add a hedge.

Cristina de la Vega asked about the amount and types of plants.

Tim Hernandez explained the plants and percentages of those they have in the project.

**PUBLIC COMMENTS:** None.

**MOTION:**
**Action:** Approve with recommendation of adding a flexible bus stop, paving crosswalks, landscaping for playground.
**Moved by:** Li Roberts
**Second by:** Larry Massing
Motion passed unanimously.

**BOARD COMMENT:** None.

**STAFF UPDATE:** None.

**ADJOURNMENT:**
**Motion: Action:** Adjourn.
**Moved by:** Michael Herbach
**Seconded by:** Cristina de la Vega

Ryan Strom, Chair

Jordan Pinkston, Board Secretary

DECLARATION OF CONDOMINIUM
OF
262181 KINGSWOOD CONDOMINIUM APARTMENT BUILDINGS NO. 33,34,35,36,54,55
STUART, FLORIDA

Made this 1ST day of APRIL, 1976 by KINGSWOOD, INCORPORATED, a Florida corporation, hereinafter called the "Developer", for itself, its successors and assigns.

WHEREIN the Developer makes the following declarations:

1. PURPOSE.

The purpose of this Declaration is to submit the land described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes, hereinafter called the Condominium Act; and the Developer does hereby submit the condominium property to condominium ownership.

2. NAME AND ADDRESS.

The name by which this condominium is to be identified is KINGSWOOD CONDOMINIUM APARTMENT BUILDINGS NO. 33-34-35-36 54-55. Its address is 2950 S.E. Ocean Boulevard, Stuart, Florida 33494.

3. THE LAND.

The land owned by the Developer, which by this instrument is submitted to the condominium form of ownership, is located in Martin County, Florida. A description thereof is attached, as a part of Exhibit A.

4. DEFINITIONS.

The terms used in this Declaration and in its Exhibits, and in all amendments thereto, will have the meanings stated in the Condominium Act and as follows, unless the context otherwise requires:

4.1. Apartment means unit as defined by the Condominium Act.

4.2. Apartment Owner means unit owner, as defined by the Condominium Act.

4.3. Assessment means a share of the funds required for the payment of common expenses, which is assessed against each apartment owner.

4.4. Association means KINGSWOOD ASSOCIATION, #2, INC. the Florida not for profit corporation, its successors and assigns, which is responsible for the operation of the condominium.

O.R. BOOK 411 PAGE 2331

THIS DOCUMENT PREPARED BY:
ANGELA McLAUGHLIN, President
Kingswood, Inc.
2950 S.E. Ocean Blvd.
Stuart, Florida 33494

EXHIBIT 1

LAW OFFICES OF COE BROBERG AND REID-PALM BEACH FLORIDA 33480

4.5. Common Elements means the portion of the condominium property not included in the apartments; and shall include the land of the condominium, the premises leased by the Association under the Long Term Lease, the leasehold interest of the condominium in said premises, and the tangible personal property required for the maintenance and operation of the condominium.

4.6. Common Expenses include:

a. Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of the apartments to be maintained by the Association.

b. Expenses declared common expenses by provisions of this Declaration or the Bylaws of the Association.

c. Any valid charge against the condominium property as a whole.

d. All monies due under the Long Term Lease.

4.7. Common Surplus means the excess of all receipts of the Association over the common expenses.

4.8. Condominium means that form of ownership of property under which units of improvements are subject to ownership by different owners; and there is appurtenant to each unit, as a part thereof, an undivided share in the common elements.

4.9. Condominium Property means and includes the land of the condominium, all improvements thereon, and the common elements; and all easements and rights appurtenant thereto.

4.10. Institutional Mortgage means a mortgage held by a bank, savings and loan association, insurance company, or union pension fund authorized to do business in the State of Florida, or an agency of the United States Government.

4.11. Long Term Lease means and refers to the Lease between the Developer and the Association, demising the premises therein described to the Association; and upon which premises there is constructed, or will be constructed, recreational facilities, a sewage disposal system pumping station, sewer mains and related sewage disposal equipment.

4.12. Management Agreement means and refers to the agreement between the Developer and the Association, providing for the operation and management of the condominium for a period of five years.

4.13. Singular, Plural Gender. Whenever the context so permits, the use of plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.



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5. DEVELOPMENT PLAN.

The condominium includes six apartment buildings; and is described and established as follows:

5.1. Survey and Site Plan. A survey of the land, showing the apartment building on it and common elements upon the land is attached as a part of Exhibit A. An additional document creating a road easement may also be attached, as a part of Exhibit A.

It is anticipated that this condominium will be one of a series of separate condominium apartment buildings established by the Developer upon lands in Martin County, Florida, a description of which is also attached as a part of Exhibit A, and that the Association will be responsible for the operation of all of said condominiums. The land of this condominium is a part of said lands.

5.2. Plot Plans. Plot plans and other documents showing common elements within or attached to the apartment building, the location and dimensions of each apartment, and the location, dimensions and description of the premises leased by the Association under the Long Term Lease (designated a common element) are attached as collective Exhibit B. For the purpose of identification, all apartments are given identifying numbers and no apartment bears the same identifying number as does any other apartment.

5.3. A Surveyor's Certificate that said survey, site plan and plot plans, together with the wording of this Declaration, is a correct representation of the improvements described; and that there can be determined, therefrom, the identification, location, dimensions, and size of the common elements, and of each apartment is attached as Exhibit C.

5.4. Amendment of Plans.

a. Alteration of Apartment Plans. The Developer reserves the right to change the interior design and arrangement of all apartments and to alter the boundaries between apartments, as long as it owns the apartments so altered. No such change will increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration in the manner described in Article 18 hereof. If the Developer makes any changes in apartments, as herein authorized, such changes will be reflected by an amendment of this Declaration; and if more than one apartment is concerned, the Developer will apportion between the apartments the shares in the common elements appurtenant to the apartments concerned.

b. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of apartment plans by Developer need by signed and acknowledged only by the Developer and need not be approved by the Association, apartment owners or lienors or mortgagees of apartments or of the condominium, whether or not elsewhere required for an amendment.

OR BOOK 411 PAGE 2333



LAW OFFICES OF COE, BROBERG AND REID - PALM BEACH, FLORIDA 33480



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5.5. Easements are hereby reserved through the condominium property for the installation of force mains, water lines, electrical power lines and such other equipment as is required to furnish adequate sewer service, water and other utilities to this condominium and to others entitled thereto; provided, however, such easements through an apartment will be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner.

5.6. Improvements - General Description.

a. Apartment Buildings. The condominium includes apartment buildings. They each consits of a first and second floor and contain apartments and common elements.

b. Other improvements may include landscaping, automobile parking areas and private roads; all of which are part of the common elements.

5.7. Apartment boundaries. Each apartment will include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

a. Upper and lower boundaries. The upper and lower boundaries of the apartment will be the following boundaries, extended to an intersection with the perimetrical boundaries;

(1) Upper Boundary (first floor apartments) - The horizontal plane of the lower surfaces of the ceiling slab;

(2) Upper Boundary (second floor apartments) - The horizontal plane of the upper surfaces of the sheetrock;

(3) Lower Boundary (all apartments) - The horizontal plane of the lower surfaces of the floor slab.

b. Perimetrical boundaries. The perimetrical boundaries of the apartment will be the following boundaries extended to an intersection with the upper and lower boundaries:

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding an apartment and fixtures thereon; and when there is attached to the building a balcony, porch, stairway or other portion of the building serving only the apartment being bounded, such boundaries will be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the center line of walls bounding an apartment extended to the intersections with other perimetrical boundaries, with the following exceptions:

(i) If interior building walls separate apartments from common elements, the perimetrical boundaries as to such walls will be the intersecting vertical planesx adjacent to and including the surfaces thereof facing the common elements.

(ii) If walls between apartments are of varying thickness, or about a column or shaft, the plane of the center line of a bounding wall will be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

(iii) If walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall will be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary will thence tun at right angle to the plane of the center line of the thicker wall.

(iiii) If exterior faces of apartment walls are diametrically opposite from each other, the perimetrical boundary of such apartments will proceed through the intersection of such walls at an angle of forty-five degrees from exterior face to exterior face.

5.8. Common Elements. The common elements of the condominium consist of the land and all other parts of the condominium property not within the qpartments, including but no limited to alll tangible persofnal property used in the maintenance and operation of the condominium. However, the coin operated washing machines and drying machines are the property of the Developer; and are installed pursuant to the provisions of the Management Agreement.

6. OWNERSHIP OF COMMON ELEMENTS.

There will be an undivided share in the common elements appurtenant to each apartment of the condominium, stated as a percentage thereof. The types of apartments of the condominium and the percentages attributable to each is set forth in the schedule attached as Exhibit D.

The fee title to each apartment will include both the apartment and its undivided interest in the common elements, said undivided interest to be deemed to be conveyed or encumbered with its respective apartment, even though the description in the instruments of conveyance or encumbrance may refer only to the fee title to the apartment. Any attempt to separate the fee title to an apartment from the undivided interest in th4 common elements appurtenant to each apartment will be null and void.



O.R. BOOK 411 PAGE 2335

7. LONG TERM LEASE.

The Association (as Lessee) has entered into a Long Term Lease (ninety-nine (99) years) withe the Developer (as Lessor) which lease demises the premises therein described. The Developer has constructed and installed, or will construct and install, recreational facilities, sewage disposal system pumping stations, sewer mains and related sewage disposal equipment upon said premises. Such facilities and equipment are for the use and benefit of the apartment owners, for the use and benefit of the owners of qpartments in other condominiums for which the Association has or will have operating responsibilities, members of their families and their social guests and for the use and benefit of others (all as set forth in said Long Term Lease). The Association has agreed to pay rent under said Long Term Lease, adjustable at five (5) year intervals to coincide with the purchasing power of the beginning amount, and to pay taxes, insurance and maintenance charges for the Demised Premises. Such rent and other expenses are apportioned as set forth in said lease.

The Lessor has retained a lien against the condominium property and against each apartment, as set forth in said Long Term Lease, for the purpose of securing the payment of such rent and expenses. In the event any apartment owner fails to pay his share of rent and other expenses the Lessor, among other remedies allowed, may foreclose its lier against the apartment for which payment is not made.

All monies due and to become due under the provisions of said Long Term Lease, including, without limitation, rent and other items as are specified in said lease, are and will continue to be for the full term of said lease, common expenses of the condominium.

The Long Term Lease referred to herein has been recorded in the public records of Martin County, Florida and a copy thereof is attached as Exhibit E. Each apartment owner by the acceptance of a deed to his apartment, whether from the Developer or otherwise, agrees to be bound by its terms and conditions and agrees to pay his share of the monies due, pursuant to and in the amount or percentage amount, if so stated, as specified in said Long Term Lease. It will be mandatory for the apartment owners to make such payments.

8. MANAGEMENT AGREEMENT.

The Association has entered into a Management Agreement with the Developer, providing for the operation and management of the condominium for a period of five (5) years.

The Developer, under said Management Agreement, is the exclusive managing agent of all condominiums for which the Association is and will be responsible; and it is authorized and required to collect all assessments against apartment owners, together with other monies due to the Association. The amounts of these assessments are set forth in said Management Agreement; they are to be adjusted after a period of two and one-half (2½) years to coincide with the purchasing power of the beginning amounts; they include the monies due by apartment owners under the Long Term Lease; and they are common expenses.

A copy of said Management Agreement is attahced as Exhibit F. Each apartment owner by the acceptance of a deed to his apartment, whether from the Developer or otherwise, agrees to be bound by its terms and conditions and agrees to pay his share of the monies due, pursuant to and in the amount or percentage amount if so stated, as specified in said Management Agreement. It will be mandatory for the apartment owners to make such payments.

9. COMMON EXPENSES AND COMMON SURPLUS.

a. Common expenses of said condominiums to be established upon the land described in Exhibit A, including this condominium, during such times as they are managed as a single entity, will be shared by all owners in the percentage thereof determined by dividing the square feet of area within each apartment by the total square feet of area of all apartments; so that assessments agaifnst all apartments of the same type be the same amount. If not so managed, common expenses will be shared in the same proportions as the percentage interest in common elements. Provided that rent and other monies due will be shared as set forth in the Long Term Lease; and the above will be subject to the Management Agreement.

b. Common surplus while said condominiums are being managed as a single entity will be owned in the same proportions as shares of common expenses. If not so managed, such amount as may be apportioned to this condominium by the Association will be owned in the same proportions as common elements.

10. MAINTENANCE, ALTERATION AND IMPROVEMENT.

Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvement will be as follows:

10.1. Apartments.

a. By the Association. The Association will maintain, repair and replace:

(1) All portions of apartments contributing to the support of the apartment building, the surfaces of outside walls of the apartment building, the surfaces of interior building walls facing common elements, the outside surfaces of doors leading into apartments, fixtures attached to the outside su faces of said doors, the outside windows of apartments, and all materials enclosing the floor areas of apartments in addition to walls, doors and windows. Such will be done at the expense of the Association, unless made necessary by the negligence of any apartment owner, members of his family or his or their guests, employees, agents or lessees. In the event of such negligence, it will be done by the Association at the expense of said apartment owner.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services, except electrical switches, electrical outlets, light bulbs, appliances, bathroom fixtures, kitchen fixtures and similar equipment, contained within or attached to the portions of the apartments to be maintained by the Association. Such will be done at the expense of the Association, unless made necessary by the negligence of any apartment owner, members of his family or his or their guests, employees, agents or lessees. In the event of such negligence, it will be done by the Association at the expense of said apartment owner.

(3) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services and all fixtures and equipment contained within portions of the apartments to be maintained by the apartment owners, if necessary to properly furnish utility services to parts of the condominium other than the apartment within which they are contained Such will be done at the expense of the owner of the apartment where the work is done.

(4) All incidental damage caused to apartments by such work will be promptly repaired by the Association, at the expense of the party responsible for the expense of such work.

b. By the apartment owners. The responsibility of the apartment owners will be as follows:

(1) To maintain, repair and replace all portions of apartments and the fixtures and equipment contained within apartments, except the portions thereof to be maintained, repaired and replaced by the Association. Such will be done at the expense of the owner of the apartment where the work is done.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building or the surfaces of interior building walls facing common elements without the prior written approval of the Board of Directors of the Association.

(3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

c. Insurance Proceeds. The liability of the Association and apartment owners for maintenance, repair and replacement, as aforesaid, will be reduced to the extent by which such expenses are met by the proceeds of insuranc carried by the Association.

d. Alteration and Improvement. Except as elsewhere reserved to the Developer, no structural alterations will be made in the portions of any apartment to be maintained by the Association, without the prior written approval of the owners of



O.R. BOOK 411 PAGE 2338

apartments in which such work is to be done and of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in the State of Florida, will be filed with said Board of Directors prior to the start of such work.

10.2. Common Elements.

a. By the Association. The maintenance, repair, replacement and operation of the common elements will be the responsibility of the Association and a common expense. However, the liability of the Association for such expenses will be reduced to the extent by which they are met by the proceeds of insurance carried by it.

b. Alteration and Improvement. Except as herein reserved to the Developer, there will be no alterations or additions to the common elements without prior approval in writing by the record owners of all of the apartments. Provided, however, that any alteration or improvement of the common elements bearing the approval in writing of the record owners of not less than 75% of the common elements and which does not interfere with the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the initial cost of such alteration or improvement. The share of any cost of such alteration or improvement not so assessed will be assessed to the other apartment owners in the shares that their shares in the common elements bear to each other. There will be no change in the shares and rights of an apartment owner in the common elements altered or further improved, whether or not the apartment owner contributes to the cost of such alteration or improvement.

11. ASSESSMENTS.

The making and collection of assessments against apartment owners for common expenses will be pursuant to the Bylaws of the Association and the Management Agreement, as supplemented by the following provisions:

11.1. Share of Common Expense. Each apartment owner will be liable for a proportionate share of the common expenses, and will share in the common surplus, as provided for in Article 9 of this Declaration.

11.2. Interest; Application of Payments. Assessments and installments on such assessments, which are paid on or before ten days after date when due, will not bear interest; but all sums not paid on or before ten days after the date when due will bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account will be first applied to interest and then to the assessment payment first due.

11.3. Lien for Assessments. The Association will have a lien upon each apartment and upon all tangible personal property located within each apartment for any unpaid assessments, together with interest, except that such liens will be subordinate to the liens created under the Long Term Lease and to bona fide liens recorded in the public records of Martin County, Florida, prior

to the recording therein of claims of liens for such unpaid assessments. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments or the enforcement of such liens, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien will be payable by the apartment owner and secured by such liens.

11.4. Collections and Foreclosure. The Association may take such action as it deems necessary to collect assessments by personal action, or by enforcing and foreclosing said liens, and may settle and compromise the same, if in the best interests of the Association. The Association, through its Board of Directors, will be entitled to bid at any sale held pursuant to a suit to foreclose any lien; and at any sale held pursuant to a suit to foreclose an assessment lien it may apply as a cash credit against its bid all sums due the Association covered by the lien enforced. In case of the foreclosure of an assessment lien, the apartment owner will be required to pay a reasonable rental for the apartment and the plaintiff in such foreclosure will be entitled to the appointment of a receiver to collect same from the apartment owner and/or occupant.

11.5. Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessments. Where the mortgagee of an institutional first mortgage of record acquires title to an apartment as a result of the foreclosure of said mortgage, or where others acquire title as a result of such foreclosure, or where said mortgagee accepts a deed to an apartment in lieu of foreclosure, or where the Lessor under the Long Term Lease acquires title to an apartment as a result of the foreclosure of a lien under said Lease, or where others acquire title as a result of such foreclosure, or where said Lessor accepts a deed to an apartment in lieu of foreclosure, such acquirer of title, his heirs, executors, legal representatives, successors and assigns, will not be liable for the share of common expenses or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment which became due prior to such acquisition of title. Such unpaid share of common expenses or assessments will be deemed to be common expenses, collectible from all of the apartment owners, including such acquirer of title, his heirs, executors, legal representatives, successors and assigns.

Any person who acquires an interest in an apartment, except as hereinabove described, will not be entitled to its occupancy or to the enjoyment of its common elements, until all unpaid assessments due and owing by the former owner have been paid.

11.6. Assignment of Claim and Lien Rights. The Association will have the right to assign its claim and lien rights for the recovery of any unpaid assessment to the Developer, or to any apartment owner or group of apartment owners, or to any third party.

12. ASSOCIATION.

The operation of the condominium will be by the Association, subject to the terms and provisions of the Management Agreement, which will fulfill its functions pursuant to the following provisions:

12.1. The Bylaws of the Association will be the Bylaws of the condominium, a copy of which is attached as Exhibit G.

12.2. A copy of the Articles of Incorporation of the Association is attached as Exhibit H.

12.3. No modification of or amendment to the Bylaws of the Association will be valid unless set forth in or annexed to a duly recorded amendment to this Declaration. The Bylaws may be amended in the manner provided for therein, but no such amendment will be adopted which would affect or impair the validity or priority of the record owner of any mortgage covering any apartment or which would affect or impair the validity or priority of the Long Term Lease, or which would affect or impair the rights of the Lessor under the Long Term Lease or of the Developer under the Management Agreement, unless the mortgage, Lessor or Developer shall join in the execution of the amendment.

12.4. Limitation upon liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association will not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association or caused by the elements or other owners or persons.

12.5. Restraint upon assignment of shares in assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

12.6. Approval or disapproval of matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision will be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

13. INSURANCE.

The Insurance, other than title insurance, that shall be carried upon the condominium property and the property of the apartment owners will be governed by the following provisions:

13.1. Authority to purchase; named insured. All insurance policies upon the condominium property will be purchased

by the Association. The named insured will be the Association individually and as agent for the apartment owners, without naming them. Provision will be made for the issuance of mortgagee endorsements and memoranda or insurance to the mortgagees of apartment owners. Such policies will provide that payments by the insurer for losses will be made to the Insurance Trustee designated below, and all policies and their endorsements will be deposit d with the INsurance Trustee. Apartment owners may obtain coverage at their own expense upon their personal property and for their persofnal liability and living expense.

13.2 Coverage.

a. Casualty. The buildings and improvements upon the land will be insured in an amount equal to the maximum insurable repflacement value, excluding foundation and excavation costs, and all personal property included in the common elements will be insured for its value, as determined by the Association. Siuch coverage will afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and;

(2) Such other risks as from time-to time will be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

b. Public liability in such amounts and with such coverage as shall be required by the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the apartment owners as a groupnto an apartment owner.

c. Workmen's compensation policy to meet the requirements of law.

d. Such other insurance as the Association shall determine from time to time to be desirable.

13.3 Premiums. Premiums upon insurance policies purchased by the Association will be paid by the Association as a common expense.

13.4. Insurance Trustee; share of proceeds. All insurance policies purchased by the Association will be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and will provide that all proceeds covering property losses will be paid to such bank in Florida with trust powers as may be designated as INsurance Trustee by the Board of Directos of the Association, which Trustee is referred to in this instrument as the Insurance T rustee. The Insurance Trustee will not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee will be to receive such proceeds as are paid, and hold the proceeds in trust for the purpose elsewhere stated

in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

a. Common elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

b. Apartments. Proceeds on account of damage to apartments will be held in the following undivided shares:

(1) When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost will be determined by the Association.

(2) When the building is not to be restored - An undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

c. Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner will be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee will have any right to determine or participate in the determination as to whether or not any damaged property will be reconstructed or repaired, and no mortgagee will have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of this Declaration.

13.5 Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee will be distributed to or for the benefit of the beneficial owners in the following manner:

a. Expense of the trust. All expenses of the Insurance Trustee will be paid first, or provision made for such payment.

b. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds will be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs will be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

c. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid will not be reconstructed or repaired,

the remaining proceeds will be distributed to the beneficial owners, remittance to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

d. Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and their respective shares of the distribution.

13.6 Association as agent. The Association or the Developer, as managing agent during the term of the Management Agreement, is irrevocably appointed agent for each apartment owner and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

14. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

14.1 Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it will be reconstructed or repaired will be determined in the following manner:

a. Common elements. If the damaged improvement is a common element, the damaged property will be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium will be terminated.

b. Apartments.

(1) Lesser damage. If the damaged improvement is an apartment or apartments and if apartments to which 50% of the common elements are appurtenant are found by the Association to be tenantable, the damaged property will be reconstructed or repaired unless within 60 days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium will be terminated.

(2) Major damage. If the damaged improvement is an apartment or apartments and if apartments to which more than 50% of the common elements are appurtenant are found by the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 60 days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

c. Certificate. The Insurance Trustee may rely upon a certificate of the Association to determine whether or not the damaged property is to be reconstructed or repaired.

14.2 Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and

specifications for the original buildings; or if not, then according to plans and specifications approved by the Board of Directors of the Association; and if the damaged property is an apartment or apartments, by the owners of not less than 75% of the common elements, including the owners of all damaged apartments, which approval will not be unreasonably withheld.

14.3 Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner will be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty will be that of the Association.

14.4 Estimates of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair the Association will obtain reliable and detailed estimates of the cost to rebuild or repair.

14.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments will be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments will be in proportion to the cost of reconstruction and repair of their respective apartments; and such assessments on account of damage to common elements will be in proportion to the owner's share in the common elements.

14.6 Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which will consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, or from payments by the Developer, willl be disbursed in payment of such costs in the following manner:

a. Association. If the total of the payments made in order to provide funds for the costs of reconstruction and repair that is the responsibility of the Association is more than $5,000.00, then the sums paid will be deposited with the Insurance Trustee. In all other cases, the Association will hold the sums paid and disburse them in payment of the costs of reconstruction and repair.

b. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee on account of such casualty will constitute

a construction fund which will be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than $5,000.00, then the construction fund will be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund will be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than $5,000.00, then the construction fund will be disbursed in payment of such costs upon the order of the Association, but only with the approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

(3) Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner will be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement as to the apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(4) Surplus. It will be presumed that the first monies disbursed in payment of costs of reconstruction and repair will be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance will be distributed to the beneficial owners of the fund in the manner elsewhere stated, or to the Developer if payment has been made by it in lieu of said assessments. Except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund will not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee will not be required to determine whether or not sums paid will be deposited with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the

name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee will also name the mortgagee as a payee of any distribution of insurance proceeds to an apartment owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires the approval of an architect named by the Association will be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

15. USE RESTRICTIONS.

The use of the condominium property will be in accordance with the following provisions, as long as the condominium exists and the apartment building in useful condition exists upon the land.

15.1. Apartments. Each of the apartments will be occupied as a single family private dwelling by the owner, the adult members of his family, and his social guests, and for no other purpose. Except as reserved to Developer, no apartment may be divided or subdivided into a smaller unit or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected.

No children under thirteen (13) years of age will be permitted to reside in any of the apartments, except that children may visit and temporarily reside for a period not to exceed sixty (60) days in any calendar year, which period will not be cumulative.

No animals or pets of any kind will be kept in any apartment, or on any property of the condominium, except with the written consent of the Board of Directors of the Association and thereafter under the rules and regulations adopted by such Board; provided that they will not be kept, bred or maintained for any commercial purpose and further provided that any such pet causing or creating a nuisance or unreasonable disturbance will be permanently removed from the property, upon three (3) days written notice from said Board.

The apartment owners will not cause anything to be hung, displayed, or placed on the exterior walls, doors or windows of the apartment building and will not otherwise change the appearance of any portion of the exterior of the apartment building or the surfaces of interior building walls facing common elements without the prior written consent of the Board of Directors of the Association. No clothes lines or similar devices, and no "For Sale" signs, will be allowed on any part of the condominium property without the written consent of said Board.

Automobiles may be parked in the parking areas of the condominium property adjacent to or near the apartment building, but only in accordance with the regulations of the Board of Directors of the Association. One parking space will be designated

for use by the occupants of each apartment and the remaining spaces, if any, will be used by those persons specified by said Board. No other vehicles and objects, including but not limited to trucks, motorcycles, trailers and boats, will be parked or placed upon such portions of the condominium property unless permitted by said Board.

15.2. Common Elements. The common elements will be used only for the purposes for which they are intended.

15.3. Nuisances. No nuisances will be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium will be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No apartment owner will permit any use of his apartment or make any use of the common elements that will increase the cost of insurance upon the condominium property.

15.4. Lawful Use. No immoral, improper, offensive or unlawful use will be made of the condominium property nor any part of it; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction, will be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property will be the same as the responsibility for the maintenance and repair of the property concerned.

15.5. Leasing. After approval by the Board of Directors of the Association elsewhere required, entire apartments may be rented, provided the occupancy is only by the lessee, members of his family, and his social guests. No rooms may be rented and no transient tenants may be accommodated.

15.6. Rules and Regulations. Reasonable rules and regulations concerning other use of the condominium property may be made and amended from time to time by the Board of Directors of the Association. Copies of such rules and regulations will be furnished by said Board to all apartment owners and residents of the condominium, upon request.

15.7. Proviso. Provided, however, that until the Developer has completed all construction and closed the sales of all of the apartments of the condominium, neither the apartment owners nor the Association, nor the use of the condominium property, will interfere with such construction or the sale of the apartments. The Developer may make such use of the unsold units and common areas as may facilitate such completion and sales, including but not limited to maintenance of a sales office, the showing of the property, and the display of signs.

16. MAINTENANCE OF COMMUNITY INTERESTS.

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer will be subject to the following

provisions as long as the condominium exists and the apartment building in useful condition exists upon the land, which provisions each apartment owner covenants to observe:

16.1. Transfer subject to approval.

a. Sale. No apartment owner may dispose of an apartment or any interest in an apartment by sale without approval of the Board of Directors of the Association, except to another apartment owner.

b. Lease. No apartment owner may dispose of an apartment or any interest in an apartment by lease without approval of the Board of Directors of the Association, except to another apartment owner.

c. Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment will be subject to the approval of the Board of Directors of the Association.

d. Devise or inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment will be subject to the approval of the Board of Directors of the Association.

e. Other transfers. If any apartment owner shall acquire his title in any manner not considered in the foregoing sub-sections, the continuance of his ownership of his apartment will be subject to the approval of the Board of Directors of the Association.

16.2. Approval by Association. The approval of the Board of Directors of the Association that is required for the transfer of ownership of apartments will be obtained in the following manner:

a. Notice to Association.

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest in it will give to the Board of Directors of the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as said Board may reasonably require. Such notice, at the apartment owner's option, may include a demand by the apartment owner that said Board furnish a purchaser of the apartment if the proposed purchaser is not approved; and if such demand is made, the notice will be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest in it will give to the Board of Directors of the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as said Board may reasonably require and an executed copy of the proposed lease.

(3) Gift; devise or inheritance; other transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, will give to the Board of Directors of the Association notice of the acquiring of his title, together with such information concerning the apartment owner as said Board may reasonably require and a certified copy of the instrument evidencing the owner's title.

(4) Failure to give notice. If the above required notice to the Board of Directors of the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment said Board at its election and without notice may approve or disapprove the transaction or ownership. If said Board disapproves the transaction or ownership, it will proceed as if it had received the required notice on the date of such disapproval.

b. Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Board of Directors of the Association must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association.

(2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Board of Directors of the Association must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association.

(3) Gift; devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or by any other manner not previously considered, then within thirty (30) days after receipt of such notice and information the Board of Directors of the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association.

c. Approval of corporate owner or purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be approved by the Board of Directors of the Association.

16.3. Disapproval by Association. If the Board of Directors of the Association shall disapprove a transfer or ownership of an apartment, the matter will be disposed of in the following manner:

a. Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information the Board of Directors of the Association will deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by it, who will purchase and to whom the apartment owner must sell the apartment upon the following terms.

(1) At the option of the purchaser to be stated in the agreement, the price to be paid will be that stated in the disapproved contract to sell or will be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators will be two appraisers appointed by the American Arbitration Association who will base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration will be paid by the purchaser.

(2) The purchase price will be paid in cash.

(3) The sale will be closed within 30 days after the delivery or mailing of the agreement to purchase, or within ten days after the determination of the sale price if such is by arbitration, whichever is the later.

(4) A certificate approving the purchaser will be executed by the President and Secretary of the Association.

(5) If the Board of Directors of the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by it shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership will be deemed to have been approved; and said Board will furnish a certificate of approval as elsewhere provided.

b. Lease. If the proposed transaction is a lease, the apartment owner will be advised of the disapproval in writing, and the lease will not be made.

c. Gifts; devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or by any other manner not previously considered, then within 30 days after receipt from the apartment owner of the notice and information required to be furnished, the Board of Directors of the Association will deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by it, who will

purchase and to whom the apartment owner must sell the apartment under the following terms:

(1) The sale price will be the fair market value determined by agreement between the seller and purchaser, made within 30 days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price will be determined by arbitration in accordance with the then existing rules of the American Arbiration Association, except that the arbitrators will be two appraisers appointed by the American Arbitration Association who will base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration will be paid by the purchaser.

(2) The purchase price will be paid in cash.

(3) The sale will be closed within ten (10) days following the determination of the sale price.

(4) A certificate approving the purchaser will be executed by the President and Secretary of the Association.

(5) If the Board of Directors of the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership will be deemed to have been approved, and said Board will furnish a certificate of approval as elsewhere provided.

16.4. Mortgage. No apartment owner may mortgage his apartment or any interest in it without the approval of the Board of Directors of the Association, unless it is an institutional mortgage or a mortgage to the Developer to secure a portion or all of the purchase price. The approval of any other mortgage may be upon conditions determined by said Board or may be arbitrarily withheld.

16.5. Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" will not apply to a transfer to or a purchase by the holder of an institutional mortgage, or the lessor under the Long Term Lease, that acquires its title as the result of owning such mortgage or lien upon the apartment concerned; and this will be so whether the title is acquired by deed from the apartment owner, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by the holder of an institutional mortgage, or by the lessor under the Long Term Lease, that so acquires its title. Neither will such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale, or tax sale.

16.6. Unauthorized Transactions. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration will be void, unless subsequently approved by the Board of Directors of the Association.

17. COMPLIANCE AND DEFAULT.

Each apartment owner will be governed by and will comply with the terms and provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, the Long Term Lease, the Management Agreement, and the rules and regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations will entitled the Association, its Board of Directors, or apartment owners of the following relief, in addition to the remedies provided by the Condominium Act or otherwise:

17.1. Increase in Insurance Premiums. An apartment owner will pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner.

17.2. Costs and attorneys' fees. In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of this Declaration, the Articles of Incorporation and Bylaws of the Association, the Long Term Lease, the Management Agreement, and the rules and regulations adopted pursuant to those documents, as they may be amended from time to time, the prevailing party will be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

17.3. No waiver of rights. The failure of the Association or its Board of Directors, or of any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws of the Association, the Long Term Lease, the Management Agreement, and the rules and regulations adopted pursuant to those documents will not constitute a waiver of the right to do so thereafter.

18. AMENDMENTS.

Except as elsewhere provided otherwise, this Declaration may be amended in the following manner:

18.1. Notice. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

18.2. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

a. not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

b. not less than 80% of the votes of the entire membership of the Association; or

c. until the first election of directors, only by all of the directors; provided the amendment does not increase the number of apartments nor alter the boundaries of the common elements.

18.3. Proviso. Provided, however, that no amendment will discriminate against any apartment owner or against any apartment or class or group of apartments, unless the apartment owners so affected shall consent; and no amendment will change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, (except as reserved to the Developer) unless the record owner of the apartment concerned and all record owners of mortgages on such apartment shall join in the execution of the amendment; and no amendment will affect or impair the validity or priority of any mortgage covering any apartment or the rights of the lessor under the Long Term Lease or the rights of the Developer under the Management Agreement, unless said mortgagee, lessor or Developer shall join in the execution of the amendment. Neither shall any amendment make any change in the sections hereof entitled "Insurance", "Reconstruction or repair after casualty", or "Amendments", or in paragraph 16.5. of the section entitled "Maintenance Of Community Interests", unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

19. TERMINATION.

This condominium may be voluntarily terminated in the manner provided for in the Condominium Act, at any time. However, the written consent of the lessor under the Long Term Lease or of the Developer will also be required for such termination to occur prior to the termination of the Long Term Lease or Management Agreement. In addition thereto, if it is determined in the manner elsewhere provided that the apartments will not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

20. SEVERABILITY.

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, the Articles of Incorporation and Bylaws of the Association, the Long Term Lease, the Management Agreement and the regulations of the Association will not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Signed, sealed and delivered
in the presence of:

KINGSWOOD, INCORPORATED

Anthony Castronovo
ANTHONY CASTRONOVO

By Angela McLaughlin
President
ANGELA McLAUGHLIN

Attest:

Marjorie C Privak
MARJORIE C PRIVAK

Robert W. McLaughlin, Jr.
Secretary
ROBERT W McLAUGHLIN, Jr.

STATE OF FLORIDA )
COUNTY OF MARTIN ) SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ANGELA McLAUGHLIN and ROBERT McLAUGHLIN respectively President and Secretary of KINGSWOOD, INCORPORATED, to me well known and they acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgment to be the individuals described in and who executed the said instrument.

WITNESS my hand and official seal this 12th day of August, 1976.

Marjorie C Privak
Notary Public Marjorie C Privak
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires June 1, 1980
Bonded By American Fire & Casualty Company

## JOINDER OF MORTGAGE

CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT PIERCE, a corporation organized and existing under the laws of the United States of America, as the holder of a mortgage encumbering the land described in the foregoing Declaration of Condominium from KINGSWOOD, INCORPORATED, a Florida corporation, dated October 22, 1976 and recorded October 25, 1976 & re-recorded November 2 at Offical Record Book 408, page 1786, public records of Martin County, Florida, hereby joins in the execution of said Declaration of Condominium and agrees that the lien of such mortgage will henceforth be only upon the units of KINGSWOOD CONDOMINIUM APARTMENT BUILDING NO. 35 and 36. (re-recorded in O.R. Book 409, Page 175)

In the presence of:

CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT PIERCE

Patricia A. Bergeron

By _____

Karen Chambley

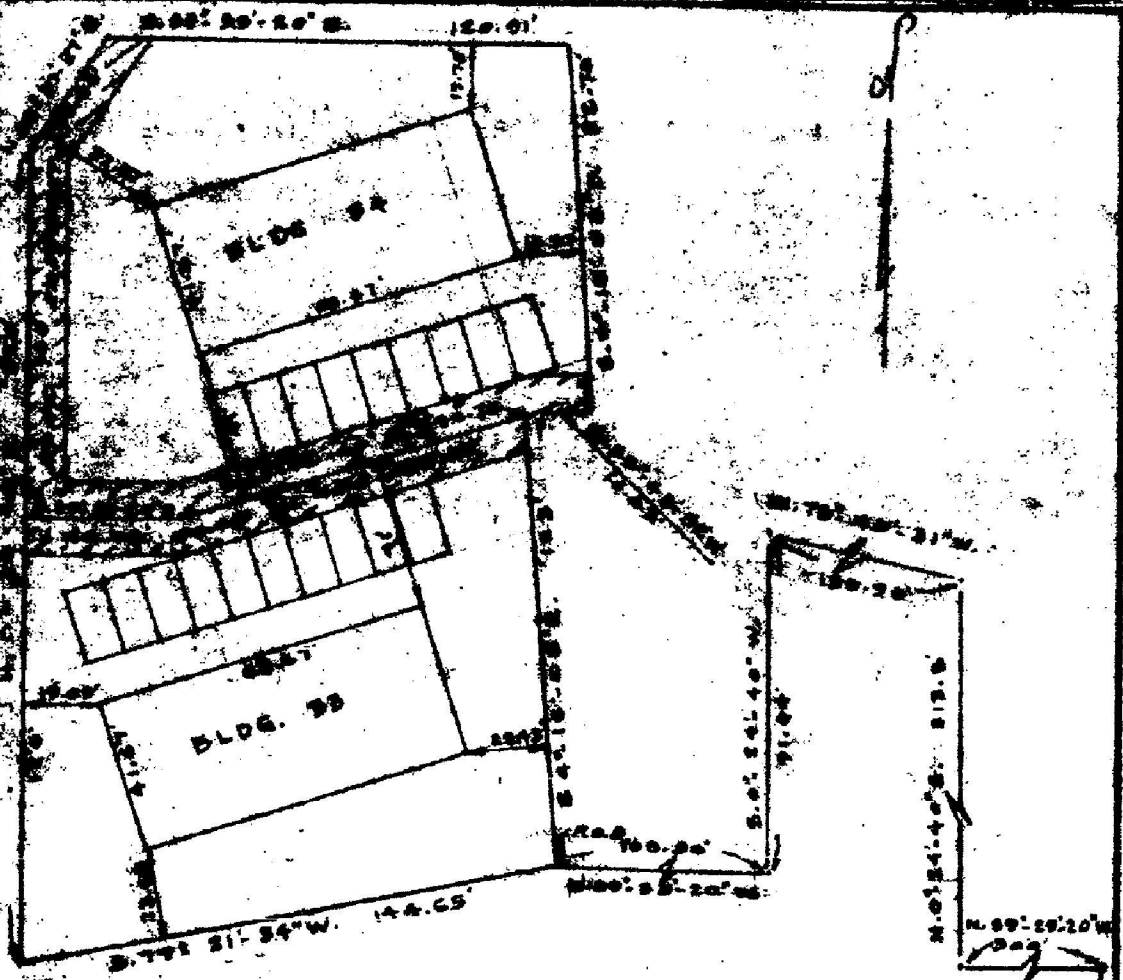
STATE OF FLORIDA )
COUNTY OF ~~MARTIN~~ St. Lucie ) SS.

Before me personally appeared E. H. Klueppelberg, Jr. Vice President of CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT PIERCE, a corporation organized and existing under the laws of the United States of America, to me well known, and he acknowledged before me that he executed the foregoing instrument as such officer of said corporation, and that he affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said person making said acknowledgment to be the individual described and who executed the said instrument.

WITNESS my hand and official seal this 5th day of November, 1976.

Patricia A. Bergeron
Notary Public
State of Florida at Large
My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN 20 1980
BONDED THRU GENERAL INS. UNDERWRITERS.

Legibility of writing typing or printing unsatisfactory in this document when microfilmed.




Description:
Commence at the Southeast corner of the Northeast one quarter(NE 1/4) of the Southwest one quarter(S.W. 1/4) of Section 2, Township 38 South, Range 41 East, Martin County, Florida; Thence North 89° 29' 20" West along the South line of the Northeast one quarter (N.E. 1/4) of the Southwest one quarter(S.W. 1/4) of said Section a distance of 300 feet; Thence North 0° 24' 40" East a distance of 313.5 feet; Thence North 75° 48' 31" West a distance of 120.90 feet; Thence South 0° 24'40" West a distance of 91.44 feet; Thence North 89° 35' 20" West a distance of 108.90 feet to the Point of Beginning; Thence South 79° 21' 34" West, a distance of 144.65 feet; Thence North 0° 24' 40" East a distance of 220 feet; Thence North 33° 27' 27" East a distance of 35.86 feet; Thence South 89° 35' 20" East a distance of 120.91 feet; Thence South 4° 16' 08" East a distance of 98.70 feet; Thence South 85° 48' 52" West a distance of 16.63 feet; Thence South 4° 16' 08" East a distance of 123 feet to the Point of Beginning.

# KINGSWOOD CONDOMINIUM

APARTMENT BUILDING NOS. 33 & 34

| SCALE: 1"=40' | DATE: 6-22-76 | FILE BOOK: | PAGES: |
|---|---|---|---|

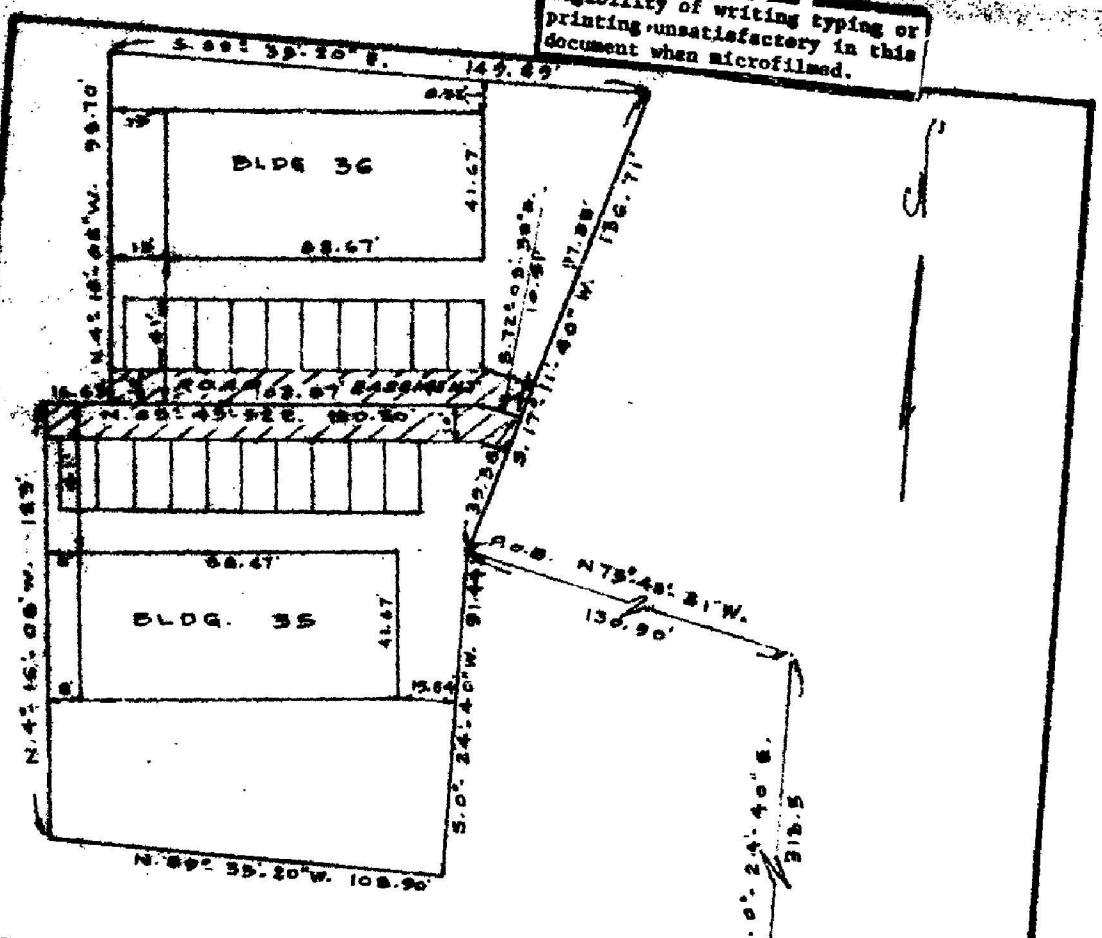
I Hereby Certify that the sketch shown hereon is a correct representation of a survey done under my direction and is true and correct to the best of my knowledge and belief.

DON WILLIAMS & ASSOCIATES, INC.
LAND SURVEYORS
P. O. BOX 2301, STUART

F.S. 1414 Reg. 2[illegible]

O.R. BOOK 411 PAGE 2357

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DESCRIPTION:

Commence at the Southeast corner of the Northeast one quarter (N.E. 1/4) of the Southwest one quarter (S.W. 1/4) of Section 2, Township 38 South, Range 41 East, Martin County, Florida; Thence North 89° 29' 20" West along the South line of the Northeast one quarter of the Southwest one quarter of said Section a distance of 330 feet; Thence North 0° 24' 40" East a distance of 318.50 feet; Thence North 75° 48' 31" West, a distance of 130.90 feet to the Point of Beginning; Thence South 0° 24' 40" West a distance of 91.44 feet; Thence North 89° 35' 20" West a distance of 108.90 feet; Thence North 4° 16' 08" West a distance of 123.00 feet; Thence North 85° 43' 52" East, a distance of 16.63 feet; Thence North 4° 16' 08" West a distance of 98.70 feet; Thence South 89° 35' 20" East a distance of 149.89 feet; Thence South 17° 11' 40" West a distance of 136.71 feet to the Point of Beginning.

# KINGSWOOD CONDOMINIUM

APARTMENT BUILDING NOS. 35 & 36

SCALE: 1" = 40'  DATE: 6-22-74  PLAT BOOK:  PAGE:

I Hereby Certify that the sketch shown hereon is a correct representation of a survey done under my direction and is true and correct to the best of my knowledge and belief.

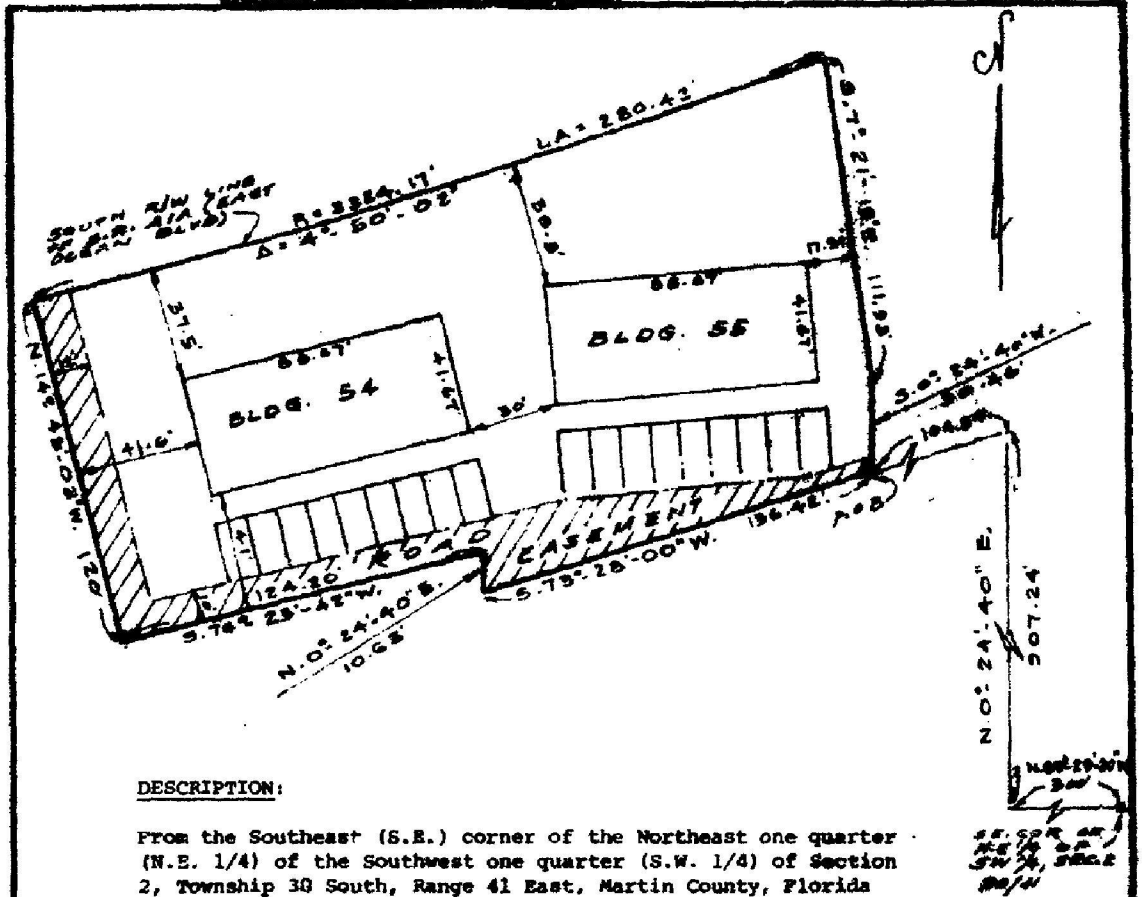
R.L.S. No. 2424 State of Florida

RON WILLIAMS & ASSOCIATES, INC.
LAND SURVEYORS
P.O. BOX 1081, STUART

FB 144 PAGE 44

OR BOOK 411 PAGE 2358

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DESCRIPTION:

From the Southeast (S.E.) corner of the Northeast one quarter (N.E. 1/4) of the Southwest one quarter (S.W. 1/4) of Section 2, Township 38 South, Range 41 East, Martin County, Florida bear North 89° 29' 20" West a distance of 300 feet; Thence North 0° 24' 40" East a distance of 907.24 feet; Thence South 73° 28' 00" West, a distance of 104.54 feet to the Point of Beginning; Thence continne South 73° 28' 00" West, a distance of 136.42 feet; Thence North 0° 24' 40" East a distance of 10.63 feet; Thence South 76° 25' 42" West, a distance of 124.20 feet; Thence North 14° 45' 03" West, a distance of 120 feet to a point on the South right of way line of State Road A.1 A.(East Ocean Blvd.) said point being a point of curvature of a curve concave to the North having a central angle of 4° 50' 02" and a radius of 3324.17 feet; Thence Easterly along the arc of said curve a distance of 280.42 feet; Thence South 7° 21' 15" East a distance of 111.93 feet; Thence South 0° 24' 40" West a distance of 30.46 feet to the Point of Beginning.
Subject to Road Easements as shown.

KINGSWOOD CONDOMINIUM
APARTMENT BUILDING NOS. 54 & 55

| SCALE: 1" = 50' | DATE: 6-16-76 | PLAT BOOK: | SHEET: |
|---|---|---|---|

I Hereby Certify that the sketch shown hereon is a correct representation of a survey done under my direction and is true and correct to the best of my knowledge and belief.

DON WILLIAMS & ASSOCIATES, INC.
LAND SURVEYORS
P. O. BOX 2201, STUART

FB 1449 PG 124

The Developer hereby reserves and creates Road easements, located as shown upon the attached survey, for the purpose of ingress and egress. Said easements are reserved and created for the use and benefit of the following:

A. The Developer, KINGSWOOD, INCORPORATED; any parties who may from time to time become Lessors under the Long Term Lease between KINGSWOOD, INCORPORATED, as Lessor, and KINGSWOOD ASSOCIATION #2, INC. a Florida not for profit corporation as lessee, for so long as they are such Lessors; and any parties who may from time to time become owners of all or any part of the premises demised by such Long Term Lease. A copy of said Long Term Lease is attached to this Declaration of Condominium as Exhibit E.

B. All persons who may from time to time become entitled to use the premises demised by such Long Term Lease, as therein set forth, for so long as they are entitled to such use.

C. KINGSWOOD ASSOCIATION #2, INC. the owners of all condominium apartments that are operated by said corporation, members of their families, their social guests; and the invities of said corporation.

D. All parties who may from time to time become owners of, or become entitled to use, any part of the following described land in Martin County, Florida:

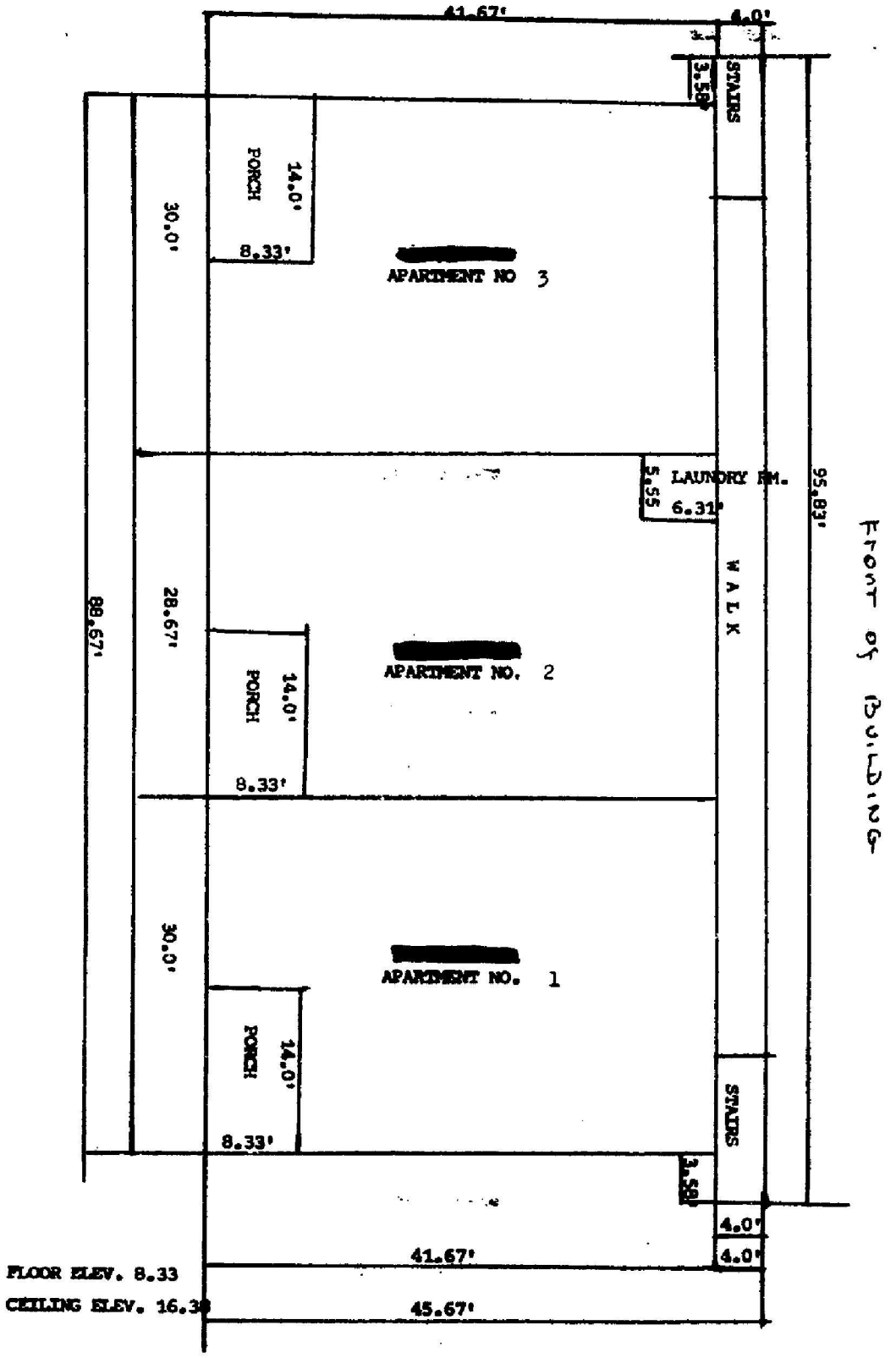
That portion of the Northeast Quarter of the Southwest Quarter of Section 2, Township 38 South, Range 41 East, lying South of State Road A-1-A; LESS the Westerly 250 feet thereof (measured at right angles to the West line of the said quarter-quarter section).

and

Parcel No. 1: The south 17½ feet of Block 6, St. Lucie Point Building Lots, a Subdivision of the North End of Lot 4, Section 2, Township 38 South, Range 41 East, according to Plat filed the 10th day of February, 1916, and recorded in Plat Book 6, page 36, Palm Beach County, Florida. Also Lots Twnety-Five (25) and Twenty-Six (26) Block 9, BAY ST. LUCIE SUBDIVISION, filed May 17, 1916, and recorded in Plat Book 6, page 57, Palm Beach County, Florida.

Parcel No. 2: The North 30 feet of Lot 27, Block 9, BAY ST. LUCIE, according to the Plat thereof filed May 17,1916, and recorded in Plat Book 6, page 57, Palm Beach County, Florida public records.

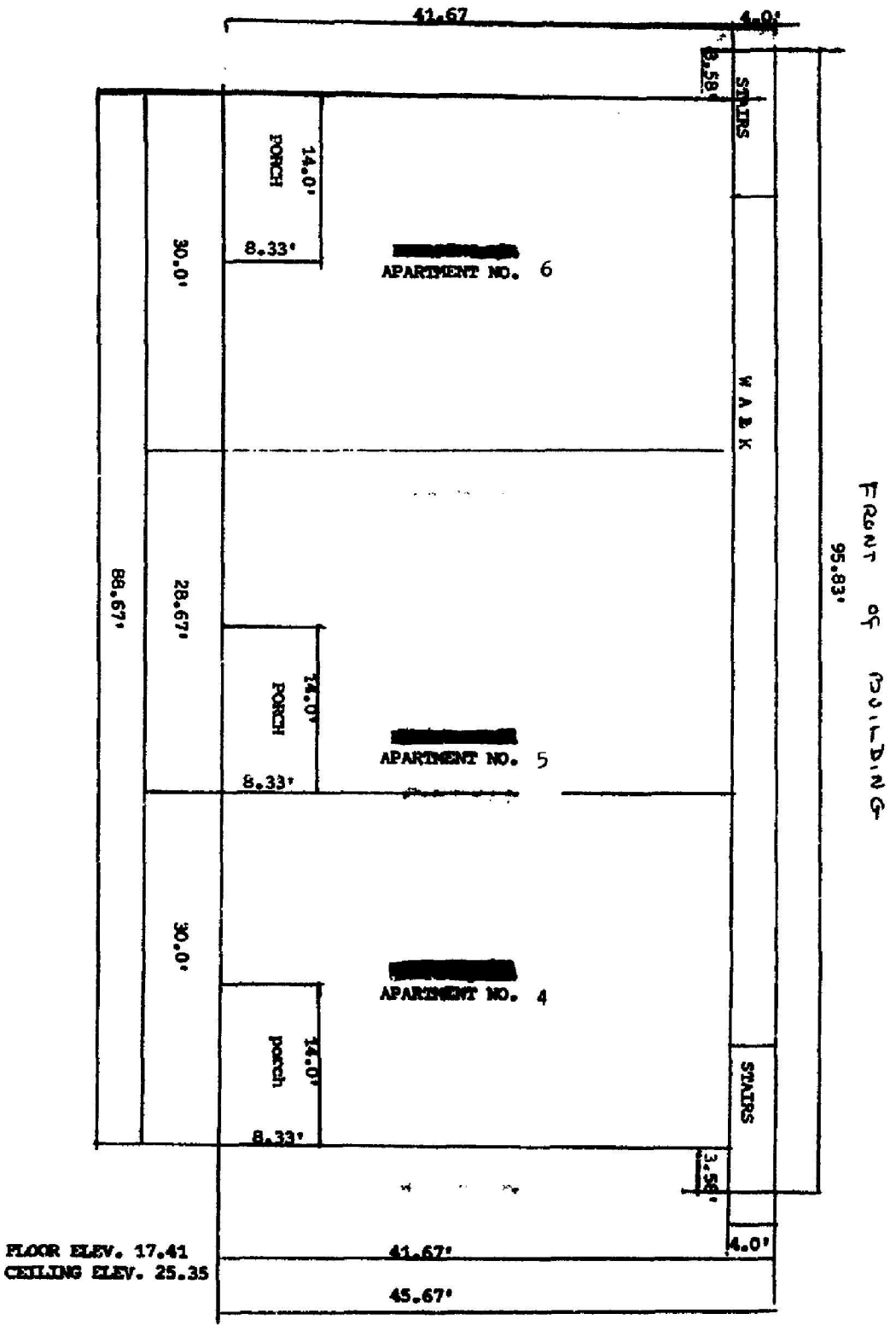
Parcel No. 3: The North Half of the Southeast Quarter of the Southwest Quarter of Section 2, Township 38 South, Range 41 East, comprising Twenty (20) acres, more or less.




FIRST FLOOR COMMON ELEMENTS, LOCATIONS AND DIMENSIONS OF APARTMENTS 1 THROUGH 3, FIRST FLOOR, [redacted] OF EACH KINGSWOOD CONDOMINIUM APARTMENT BUILDING NO. 33,34,35,36,54,55

EXHIBIT B

O.R. BOOK 411 PAGE 2361




SECOND FLOOR COMMON ELEMENTS, LOCATIONS AND DIMENSIONS OF APARTMENTS 4 THROUGH 6, SECOND FLOOR, [redacted] OF EACH KINGSWOOD CONDOMINIUM APARTMENT BUILDING NO. 33,34,35,36,54,55

EXHIBIT B

O.R. BOOK 411 PAGE 2362

## SURVEYOR'S CERTIFICATE

STATE OF FLORIDA )
COUNTY OF MARTIN ) SS.

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments personally appeared W.L. WILLIAMS, who after being first duly cautioned and sworn, deposed, said and certified as follows:

1. That he is a duly registered land surveyor under the laws of the State of Florida.

2. That the construction of the improvements described in the Survey and Plot Plans for KINGSWOOD CONDOMINIUM APARTMENT BUILDING NO. *, copies of which are attached to this Declaration of Condominium as Exhibit A is sufficiently complete so that such material, together with the wording of this Declaration of Condominium, is a correct representation of the improvements described, and that there can be determined therefrom the identification, location and dimensions of the common elements and of each unit.

*33,34,35,36,54,55

W L Williams
Reg. Land Surveyor 1772

Sworn to and subscribed
before me this 31st day
of December, 1976

Marjorie C Privatt
Notary Public
State of Florida at Large
My Commission Expires:
6-1-80

Notary Public State of Florida at Large
My Commission Expires June 1, 1980
Bonded by American Fire & Casualty Company

EXHIBIT C

(no page 32 thru 37)
- 38 -

OR BOOK 411 PAGE 2363

The Northeast Quarter of the Southwest Quarter of Section 2, Township 38 South, Range 41 East, lying South of State Road A-1-A, Martin County, Florida: Less the Westerly 250' thereof

Less the following described parcels of land:

The East 300 feet (measured at right angles to the West line of the Northeast Quarter of the Southwest Quarter of Section 2, Township 38 South, Range 41 East) of that portion of the Northeast Quarter of the Southwest Quarter of Section 2, Township 38 South, Range 41 East, lying South of State Road A-1-A, Martin County, Florida.

Start at the Northeast corner of the Southwest one quarter of Section 2, Township 38 South, Range41 East, Martin County, Florida; Thence run South 0° 24' 40" West along the East line of said South west one quarter, a distance of 1331.68 feet; Thence run North 89° 29' 20" West a distance of 300 feet; Thence run North 0° 24' 40" East a distance of 907.24 feet; Thence run South 73° 28' 00" West a distance of 140.54 feet to the Point of Beginning; Thence continue to run South 73° 28' 00" West a distance of 100.42 feet; Thence run South 0° 24' 40" West a distance of 137.94 feet; Thence run North 73° 35' 20" East a distance of 100.84 feet; Thence run North 21° 41' 40" West a distance of 19.75 feet; Thence run North 68° 18' 20" East a distance of 40.28 feet; Thence run North 15° 46' 20" West a distance of 108.88 feet to the Point of Beginning.

Start at the Northeast corner of the Southwest Quarter of Section 2, Township 38 South, Range 41 East, Martin County, Florida; thence run South 00° 24' 40" West along the East line of said Southwest Quarter, a distance of 1331.68'; thence run North 89° 29' 20" West a distance of 939.44' to the point of beginning. Thence continue to run North 89° 29' 20" West a distance of 150'; Thence run North 00° 47' 10" East a distance of 236.54'; Thence run South 45° 30' East a distance of 206.67'; Thence run South 00° 24' 40" Wide a distance of 95' to the Point of Beginning.

Start at the Northeast corner of the Southwest Quarter of Section 2, Township 38South, Range 41 East, Martin County, Florida, Thence run South 00° 24' 40" West a distance of 1331.68; Thence run North 89° 29' 20" West a distance 650'; Thence run North 00° 24' 40" East a distance of 704' to the Point of Beginning; Thence continue to run North 00° 24' 40" East a distance of 20'; Thence run North 89° 35' 20" West a distance of 20'; Thence run South 89° 35' 20" East a distance of 20' to the Point of Beginning.

LAND of Kingswood Condominium #2

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| APARTMENT | INTEREST IN COMMON ELEMENTS, EXCEPT PREMISES DEMISED UNDER LONG TERM LEASE |
|---|---|
| BUILDING NO. 33 APARTMENT NO. 1 (MODEL #6) | 2.8114% |
| BUILDING NO. 33 APARTMENT NO. 2 (MODEL #7) | 2.7106% |
| BUILDING NO. 33 APARTMENT NO. 3 (MODEL #6) | 2.8114% |
| BUILDING NO. 33 APARTMENT NO. 4 (MODEL #6) | 2.8114% |
| BUILDING NO. 33 APARTMENT NO. 5 (MODEL #7) | 2.7106% |
| BUILDING NO. 33 APARTMENT NO. 6 (MODEL #6) | 2.8114% |
| BUILDING NO. 34 APARTMENT NO. 1 (MODEL #6) | 2.8114% |
| BUILDING NO. 34 APARTMENT NO. 2 (MODEL #7) | 2.7106% |
| BUILDING NO. 34 APARTMENT NO. 3 (MODEL #6) | 2.8114% |
| BUILDING NO. 34 APARTMENT NO. 4 (MODEL #6) | 2.8114% |
| BUILDING NO. 34 APARTMENT NO. 5 (MODEL #7) | 2.7106% |
| BUILDING NO. 34 APARTMENT NO. 6 (MODEL #6) | 2.8114% |
| BUILDING NO. 35 APARTMENT NO. 1 MODEL # 6) | 2.8114% |
| BUILDING NO. 35 APARTMENT NO. 2 (MODEL #7) | 2.7106% |
| BUILDING NO. 35 APARTMENT NO. 3 (MODEL #6) | 2.8114% |
| BUILDING NO. 35 APARTMENT NO. 4 (MODEL #6) | 2.8114% |
| BUILDING NO. 35 APARTMENT NO. 5 (MODEL #7) | 2.7106% |
| BUILDING NO. 35 APARTMENT NO. 6 (MODEL #6) | 2.8114% |
| BUILDING NO. 36 APARTMENT NO. 1 (MODEL #6) | 2.8114% |
| BUILDING NO. 36 APARTMENT NO. 2 (MODEL #7) | 2.7106% |
| BUILDING NO. 36 APARTMENT NO. 3 (MODEL #6) | 2.8114% |
| BUILDING NO. 36 APARTMENT NO. 4 (MODEL #6) | 2.8114% |
| BUILDING NO. 36 APARTMENT NO. 5 (MODEL #7) | 2.7106% |
| BUILDING NO. 36 APARTMENT NO. 6 (MODEL #6) | 2.8114% |

All apartments have 2 bedrooms and 2 baths.

EXHIBIT D

| APARTMENT | INTEREST IN COMMON ELEMENTS, EXCEPT PREMISES DEMISED UNDER LONG TERM LEASE |
|---|---|
| BUILDING NO. 54 APARTMENT NO. 1 (MODEL #6) | 2.8114% |
| BUILDING NO. 54 APARTMENT NO. 2 (MODEL #7) | 2.7106% |
| BUILDING NO. 54 APARTMENT NO. 3 (MODEL #6) | 2.8114% |
| BUILDING NO. 54 APARTMENT NO. 4 (MODEL #6) | 2.8114% |
| BUILDING NO. 54 APARTMENT NO. 5 (MODEL #7) | 2.7106% |
| BUILDING NO. 54 APARTMENT NO. 6 (MODEL #6) | 2.8114% |
| BUILDING NO. 55 APARTMENT NO. 1 (MODEL #6) | 2.8114% |
| BUILDING NO. 55 APARTMENT NO. 2 (MODEL #7) | 2.7106% |
| BUILDING NO. 55 APARTMENT NO. 3 (MODEL #6) | 2.8114% |
| BUILDING NO. 55 APARTMENT NO. 4 (MODEL #6) | 2.8114% |
| BUILDING NO. 55 APARTMENT NO. 5 (MODEL #7) | 2.7106% |
| BUILDING NO. 55 APARTMENT NO. 6 (MODEL #6) | 2.8114% |
| | 100% |

All apartments have 2 bedrooms and 2 baths.

The percentages attributable to each apartment in the premises leased by the Association under the Long Term Lease, which is declared, to be and constitute a part of the common elements of the condominum during the term of said lease, are the above percentages divided by the number of condominiums for which the Association shall from time to time have operating responsibilities.

# LONG TERM LEASE

THIS LEASE, made and entered into this 4th day of JAN, 1974, by and between KINGSWOOD, INCORPORATED, a Florida corporation, hereinafter called the "Lessor"; and KINGSWOOD ASSOCIATION NO. 2, INC., a Florida not for profit corporation, hereinafter called the "Lessee"; which terms "Lessor" and "Lessee" will be deemed to extend to and include the successors and assigns of the said parties;

WITNESSETH:

WHEREAS, the Lessor is the owner of the parcels of land in Martin County, Florida described in Exhibits A, B, C, D and E attached hereto and made a part hereof, and

WHEREAS, the Lessor intends to develop and improve said parcel of land described in Exhibit E; and will submit all or a part thereof to the condominium form of ownership, and

WHEREAS, the condominiums established by the Lessor upon the parcel of land described in Exhibit E will be apartment buildings containing certain specified types of apartments, including those to be designated by the Lessor as One bedroom, 1½ bath (Model #2), One bedroom, 1½ bath, Deluxe (Model #3), Two bedroom, 2 bath (Model #4) and Two bedroom, 2 bath, Deluxe (Model #5), and

WHEREAS, the Lessee was organized for the purpose of operating said condominium apartment buildings, and

WHEREAS, the Lessor will offer the apartments of said condominium apartment buildings for sale and the owners thereof (including the Lessor) will be unit owners and members of the Lessee corporation, and

WHEREAS, the Lessor will construct and install a sewage disposal system pumping station, sewer mains and related sewage disposal equipment, to be used as a part of a sewage disposal system utilizing the sewer plant facilities of the City of Stuart, Martin County, Florida, upon the parcel of land described in Exhibit A, and

THIS DOCUMENT PREPARED BY
PHILIP H. REID, Jr.
COE, BROBERG AND REID
256 WORTH AVENUE
PALM BEACH, FLORIDA

O.R. BOOK 411 PAGE 2367

EXHIBIT E



LAW OFFICES OF COE, BROBERG AND REID -- PALM BEACH, FLORIDA 33480

WHEREAS, the parcel of land described in Exhibit A has been leased unto KINGSWOOD ASSOCIATION, INC., a Florida not for profit corporation organized for the purpose of operating other condominiums established by the Developer, under a Long Term Lease dated March 15, 1971 and recorded in the public records for Martin County, Florida, and

WHEREAS, said Long Term Lease permits the Developer to lease such parcel of land described in Exhibit A to others, under the terms and provisions therein described, and

WHEREAS, the Lessor will construct recreational facilities upon the parcels of land described in Exhibits B and C; and has constructed and installed a sewage disposal system pumping station, sewer mains and related sewage disposal equipment, to be used as a part of a sewage disposal system utilizing the sewer plant facilities of the City of Stuart, Martin County, Florida, upon the parcel of land described in Exhibit D, and

WHEREAS, certain of said condominium apartment buildings to be operated by the Lessee will require the use of such sewage disposal equipment constructed and installed upon the parcel of land described in Exhibit A; and the remainder of said condominium apartment buildings will require the use of such sewage disposal equipment constructed and installed upon the parcel of land described in Exhibit D, and

WHEREAS, the Lessor and the Lessee desire to provide for the use of said recreational facilities by the Lessee and by owners of such condominium apartments for which it will have operating responsibilities, members of their families and their social guests; and they further desire to provide for a sewage disposal system to serve said condominium apartments.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

1. DEMISE.

The Lessor does hereby lease, let and demise unto the Lessee and the Lessee does hereby lease of and from the Lessor, the parcels of land in Martin County, Florida described in Exhibits A, B, C and D attached hereto and made a part hereof, together with the improvements, buildings, equipment, furniture and fixtures located thereon or to be located thereon, pursuant to the terms hereof (hereinafter sometimes called the "Demised Premises").

2. DURATION OF TERM.

The term and duration of this Lease will be for a period of time commencing on its date and continuing for a period of ninety-nine (99) years thereafter, unless sooner terminated in accordance with its terms.

3. RENT.

The Lessee will pay rent to the Lessor, on a monthly basis. The amount of said rent will be determined in the following manner:

a. The sum of $11.36 will be multiplied by the number of One bedroom, 1½ bath (Model #2) condominium apartments that are located upon any portion of the land described in Exhibit E and that are operated by the Lessee at the time said monthly rent shall be due and payable.

b. The sum of $13.44 will be multiplied by the number of One bedroom, 1½ bath, Deluxe (Model #3) condominium apartments that are located upon any portion of the land described in Exhibit E and that are operated by the Lessee at the time said monthly rent shall be due and payable.

c. The sum of $16.00 will be multiplied by the number of Two bedroom, 1½ bath (Model #4) condominium apartments that are located upon any portion of the land described in Exhibit E and that are operated by the Lessee at the time said monthly rent shall be due and payable.

d. The sum of $18.20 will be multiplied by the number of Two bedroom, 2 bath, Deluxe (Model #5) condominium apartments that are located upon any portion of the land described in Exhibit E and that are operated by the Lessee at the time said monthly rent shall be due and payable.

e. In the event apartments of types not designated by the Lessor as One bedroom, 1½ bath (Model #2), One bedroom, 1½ bath, Deluxe (Model #3), Two bedroom, 2 bath (Model #4) or Two bedroom, 2 bath, Deluxe (Model #5) are located upon any portions of the land described in Exhibit C and they are operated by the Lessee at the time said monthly rent shall be due and payable, a sum equal to .1782 cents multiplied by the number of square feet of living area within its walls, including its porches or balconies (as taken from the Declaration of Condominium submitting the land upon which said apartment is located to the condominium form of ownership), with the product thereof divided by twelve (12), will be determined for each such apartment.

f. The total of the sums calculated each month under the provisions of paragraphs a, b, c, d and e of this Article 3 will constitute the monthly rent due and payable to the Lessor for the period of time commencing on the date that the first rent payment is due, as hereinafter set forth, and continuing for a period of five years thereafter.

g. After the publication and issuance thereof, the Lessor will deliver to the Lessee a true copy of the Consumer Price Index (hereinafter called the "Index"), the United States City Average All Items and Commodity Groups of the Bureau of Labor Statistics of the United States Department

of Labor for the month ending on the last day of the five year period described in paragraph f of this Article 3 and for the months ending on the last day of each fifth year subsequent to the expiration of said five year period for the remainder of the term of this Lease. If the Index for the month ending on the last day of the five year period described in paragraph f of this Article 3 and for the months ending on the last day of each fifth year subsequent to the expiration of said five year period for the remainder of the term of this Lease shows a decrease or an increase in the purchasing power of the sums set forth in paragraphs a, b, c, d, and e of this Article 3, to wit: $11.36, $13.44, $16.00, $18.20, and a sum equal to .1782 cents multiplied by the number of square feet of living area within its walls, with the product thereof divided by twelve (12), for each apartment not designated as One bedroom, 1½ bath (Model #2), One bedroom, 1½ bath, Deluxe (Model #3), Two bedroom, 2 bath (Model #4) or Two bedroom, 2 bath, Deluxe (Model #5), as compared in each case to the Index for the month beginning on the date that the first rent payment is due hereunder (the base month), said sums set forth in paragraphs a, b, c, d and e of this Article 3 will be adjusted to amounts equal to the purchasing power of said sums during the base month; and such adjusted sums will be used to determine the total monthly rent due and payable to the Lessor, in substitution of the sums set forth in said paragraphs. Said total monthly rent, as adjusted, will be paid by the Lessee to the Lessor for each successive five year period during the term hereof, commencing at the expiration of the five year period described in paragraph f of this Article 3.

The Lessor, as soon as possible after the delivery of a copy of each Index, will furnish the Lessee with the computation of the adjusted amount to be paid by the Lessee for the five year period in question. Pending the determination of the adjusted amount the Lessee will continue to pay the amount of rent paid for the preceding period and, when the adjusted amount is determined, the Lessor will pay to the Lessee or the Lessee will pay to the Lessor such amount as may be necessary to correct the amounts of the payments made pending said determination. If at the times required for the determination of the adjusted rent said Index is no longer published or issued, the parties will use such other index or method as is then generally recognized and accepted for similar determination of purchasing power; and if no other index or method is generally recognized and accepted at any time when the Lessor is required to furnish such Index, the Lessee will continue to pay the amount of rent paid for the preceding period. However, it is understood that if the publication of said Index on a monthly basis is discontinued and it is published at some other interval, its use by the Lessor and the Lessee will not be discontinued. In such event the Index for the period closest to the month for which an Index is required to be furnished will be used.

All rent will be payable in advance on the first day of each month during the term of this Lease, commencing on the first day of the first month following substantial completion of either the recreational facilities to be constructed upon the parcel of land described in Exhibit B, or substantial completion of the recreational facilities to be constructed upon the parcel of land described in Exhibit C, whichever first occurs. It will continue for the remainder of the term hereof.

All rent will be payable in current legal tender of the United States of America as the same is constituted by law at the time due, at such place as the Lessor may from time to time specify in writing by notice to the Lessee in the manner hereinafter provided for the giving of notices. If at any time the Lessor accepts anything other than such current legal tender as rent, it will not be construed as modifying the provisions of this paragraph as to any subsequent rent; and for the present and until further notice, the Lessor specifies that the rent will be mailed or delivered to it at 2100 East Ocean Boulevard, Stuart, Florida. All rent will be payable without notice or demand.

4. OBLIGATIONS OF APARTMENT OWNERS FOR RENT AND OTHER MONIES.

Each owner of a condominium apartment located upon any portion of the land described in Exhibit E that is under the operation of the Lessee will become severally obligated to pay a part of the monthly rent provided for in Article 3 of this Lease, at such time as a Declaration of Condominium submitting the land upon which his apartment is located is recorded in the public records of Martin County, Florida. Such part will be the same amount that is attributed to his apartment in determining the total rent due the Lessor, to wit: $11.36 for each One bedroom, 1½ bath (Model #2) condominium apartment, $13.44 for each One bedroom, 1½ bath, Deluxe (Model #3) condominium apartment, $16.00 for each Two bedroom, 2 bath (Model #4) condominium apartment, $18.20 for each Two bedroom, 2 bath, Deluxe (Model #5) condominium apartment, and a sum equal to .1782 cents multiplied by the number of square feet of living area within its walls, with the product thereof divided by twelve (12), for each apartment not so designated; as such amounts may be adjusted under Article 3 of this Lease.

Each owner of a condominium apartment located upon any portion of the land described in Exhibit E that is under the operation of the Lessee will also become severally obligated to pay a part of all monies other than rent, due to the Lessor by the Lessee under this Lease, that become payable after a Declaration of Condominium submitting the land upon which his apartment is located is recorded in the public records of Martin County, Florida. Said part will be determined in the following manner:

a. The number of square feet of living area within the walls, including porches and balconies, (as taken from said Declaration of Condominium ) of his apartment will be divided by the total square feet of living area within the walls (as taken from applicable Declarations of Condominium) of all such condominium apartments operated by the Lessee.

b. The resulting percentage will be the part of such monies that the apartment owner is severally obligated to pay.

Said obligations of each condominium apartment owner will continue for as long as he owns his apartment and will become the obligation of each successive owner during the term of this Lease; they will not relieve the Lessee of its covenant to pay rent and other monies due hereunder and they will not require the Lessor to collect rent and other monies due hereunder from said owners. The Lessee will collect all such rent and other monies from said owners as a common expense and as a part of the assessments due by them; and it will take such action as is authorized to enforce such collection. The Lessee's liens upon said apartments for unpaid assessments will be subordinate to the Lessor's liens created in Article 14 hereof; and, in the event of a foreclosure of a Lessee's lien for assessments, the Lessor's lien will be discharged only upon payment to it of the portion thereof representing arrearages of rent and other monies and interest.

5. CONSTRUCTION OF IMPROVEMENTS BY LESSOR.

The Lessor will construct recreational facilities upon the parcel of land described in Exhibit B, at its sole expense, consisting of a clubhouse, a swimming pool, shuffleboard courts, adequate roads and walkways for ingress and egress, and such other facilities as it alone shall determine to construct, by December 31, 1976; and it will construct such recreational facilities, at its sole expense, upon the parcel of land described in Exhibit C, by December 31, 1978. The sizes and types of all of said facilities will be determined by the Lessor, but such determination must be reasonable.

The period of time within which the construction of said recreational facilities must be completed by the Lessor will be enlarged by any delays caused without fault or neglect on the part of the Lessor by acts of God, strikes, lockouts, or any other conditions which are not attributable to, or not caused by, the Lessor's default or neglect to exercise due diligence. However, in any event, all of such construction as to the parcels of land described in Exhibit B must be completed prior to December 13, 1977; and all of such construction as to the parcel of land described in Exhibit C must be completed prior to December 31, 1979.

The Lessor will construct and install such [redacted] sewage disposal facilities and equipment upon the parcel of land described in Exhibit D, at its sole expense, as may from time to time be necessary to adequately serve all entitled to its use. The Lessor warrants and represents that said sewage disposal system pumping station, sewer mains and related sewage disposal equipment and facilities constructed and installed and to be constructed and installed by it upon the parcel of land described in Exhibit D is and will be capable, in conjunction with other sewage disposal facilities and equipment that have been and will be constructed and installed upon the parcel of land described in Exhibit E, of adequately serving all condominium apartments operated by the Lessee, said recreational facilities and all other lessees and buildings entitled to its use, as hereinafter set forth in this Lease.

All of such construction will be completed by the Lessor in a good and workmanlike manner and in compliance with all applicable permits and authorizations and building and zoning laws, and in compliance with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments. Said parcels of land described in Exhibits B, C and D will at all times be free of liens as a result of such construction and installation, except the mortgages hereinafter authorized, for services performed and labor and material supplied or claimed to have been supplied thereto; and the Lessor will not install any personal property within improvements under chattle mortgages, conditional bills of sale, or other title retention instruments.

The Lessor will maintain workmen's compensation insurance, at its sole expense, covering all persons employed in connection with all of such construction and installation and with respect to whom death or bodily injury claims could be asserted against the Lessor, the Lessee, or said parcels of land; and it will maintain, at its sole expense, general liability insurance for the mutual benefit of the Lessor and the Lessee, with reasonable limits to be determined by the Lessor, at all times when such construction and installation is in progress.

6. USE OF DEMISED PREMISES BY LESSEE, APARTMENT OWNER, FAMILY MEMBERS, GUESTS AND OTHERS.

The recreational facilities to be constructed upon the parcels of land described in Exhibits B and C may be used by the Lessee and by the owners of the condominium apartments that are located upon the land described in Exhibit E and that are operated by the Lessee, their family members and their social guests. Such use will be only for recreational purposes and for the purpose of the assembly of such persons, it may begin, as to the facilities to be constructed upon each of said parcels of land, only after such construction has been substantially completed, and it will be subject to rules and regulations established by the Lessee.

The sewage disposal system pumping station, sewer mains and related sewage disposal equipment and facilities that have been and will be constructed and installed upon the parcels of land described in Exhibits A and D may be used by the Lessee only for the purpose of providing a sewage disposal system to serve said condominium apartments and recreational facilities.

This Lease does not grant the exclusive right of possession or use of the Demised Premises or any part thereof. The Lessor reserves the right to enter into additional leases demising the parcels of land described in Exhibits A, B, C and D, or any of said parcels, to others. However, each of such additional leases will contain the following provisions:

As to leases of the parcels of land described in Exhibits B and C:

a. That the Lessee must, at all times during the term thereof, own or have the right to possess, use and occupy an apartment or other residential unit located upon any portion of the land described in Exhibit E.

b. That the use of the demised premises is restricted to recreational and assembly purposes.

c. That the Lessee or the Lessor will, at all times during the term thereof, be obligated to pay a part of all costs incident to the maintenance and operation of said recreational facilities, including but not limited to the cost of repairs, replacement, servicing of equipment, utilities, taxes and insurance. The amount to be paid will be determined in the following manner: The number of square feet of living area within the walls, including porches and balconies (as taken from applicable Declarations of Condominium, or building plans if not submitted to condominium ownership) of said apartment or other residential unit will be divided by the total square feet of living area within the walls (as taken from applicable Declarations of Condominium, or building plans if not submitted to condominium ownership), of all such condominium apartments operated by the Lessee and of all other apartments and residential units located upon any portion of the land described in Exhibit E, provided a lessee as herein described owns or has the right to possess, use and occupy such other apartments and residential units. The resulting percentage will be the percentage of all such costs to be paid by said lessee or by the Lessor.

As to leases of the parcel of land described in Exhibits A and D:

a. That the use of the demised premises is restricted to the purpose of providing a sewage disposal system to serve the lessee and its buildings.

b. That the lessee or the Lessor will, at all times during the term thereof, be obligated to pay a part of all costs incident to the maintenance and operation of said sewage disposal system pumping station, sewer mains and related sewage disposal equipment, including but not limited to the cost of repairs, replacement, servicing of equipment, utilities, taxes and insurance. The amount to be paid will be determined in the following manner: the number of square feet of living area within the walls, including porches and balconies (as taken from applicable Declarations of Condominium, or building plans if not submitted to condominium ownership), of all buildings to be served by said sewage disposal system under such lease will be divided by the total square feet of living area within the walls, including porches and balconies (as taken from applicable Declarations of Condominium, or building plans if not submitted to condominium ownership), of all buildings to be served by said sewage disposal system under such lease and by all other buildings from time to time served by said sewage disposal system.

In the event the lessee is obligated to pay the above described costs under the terms of any such additional leases, the amount collected by the Lessor will be paid to the Lessee herein; and the Lessee herein will not be entitled to a reduction in any amounts to be paid by it under this Lease, in excess of the amounts so collected. If the Lessor is obligated to pay said costs, under the terms of any such additional leases, the Lessee herein will be entitled to an equal reduction in the amounts to be paid by it under this Lease. All of such sums paid to the Lessee may be apportioned among the condominiums for which it has operating responsibilities and among said condominium apartment owners, as it shall determine; but the obligations of said additional lessees and of the Lessor to pay the amounts herein set forth and the making of such additional leases will not diminish the liability of the Lessee herein and said condominium apartment owners to pay rent. Their obligations to pay other expenses will be diminished or reduced, only as herein specifically set forth.

7. The Lessor, in submitting portions of the parcel of land described in Exhibit E to the condominium form of ownership, or in otherwise developing and improving said land, will establish such easements as are necessary for the use of the Demised Premises by all of those entitled to such use.

8. DEMOLITION, CONSTRUCTION AND MAJOR ALTERATIONS.

The Lessee will undertake no demolition or new construction on the Demised Premises, nor will the Lessee make any major alterations in the improvements, buildings or equipment located on the Demised Premises without the prior written consent and approval of the Lessor and upon such terms and conditions as the Lessor shall require. However, nothing in this paragraph shall be construed to relieve the Lessee of its obligation to maintain and repair the improvements located upon the Demised Premises.

9. PAYMENT OF TAXES.

The Lessee will promptly pay all taxes levied or assessed against the parcels of land described in Exhibits B, C and D and against all improvements, buildings, equipment, furniture and fixtures now or hereafter constructed or brought upon said parcels of land by any and all taxing authorities subsequent, as to each such parcel, to the year in which the improvements described in Article 5 hereof are substantially completed and continuing during the term of this Lease, including ad valorem taxes, personal property taxes, special assessments, liens for public improvements; and in general all taxes, tax liens, or liens in the nature of taxes which may be assessed or imposed against said parcels of land and against all improvements, buildings, equipment, furniture and fixtures now or hereafter constructed or brought upon the said parcels of land (including interest, penalties, fines and costs). In the event any such taxes, assessments or liens are payable in installments, the Lessee will have the right to pay the same as such installments fall due if the right to make payment in installments has not been revoked or lost.

Said taxes will be paid at least thirty days prior to the time when they would become delinquent, in accordance with the law then in force and effect. The Lessee will have the right to contest the validity of any such tax and to seek a reduction in the valuation of the Demised Premises and of all improvements, buildings, equipment, furniture and fixtures now or hereafter constructed or brought upon the parcels of land described in Exhibits B, C and D for tax purposes, by complying with the applicable law. However, if said parcels of land or said improvements, buildings, equipment, furniture or fixtures would be in danger of being forfeited or lost by such contest or proceedings, the Lessee will first deposit with the Lessor such reasonable security as may be requested by the Lessor to prevent any forfeiture or sale of said parcels of land, or said improvements, buildings, equipment, furniture or fixtures.

Nothing in this Article 9 will obligate the Lessee to pay income, inheritance, estate or succession tax, or any tax in the nature of such taxes, or any other tax which may be levied or assessed against the Lessor, with respect to or because of the income derived from this Lease.

10. INSURANCE TO BE OBTAINED BY LESSEE.

The Lessee shall obtain insurance as follows:

a. The Lessee will cause to be written a policy or policies of insurance in the form generally known as public liability and property damage and/or owners', landlord and tenant policies, insuring against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the use, operation and maintenance of the improvements, buildings, equipment, furniture and fixtures now or hereafter constructed or brought upon the parcels of land described in Exhibits B, C and D and for any other risk generally insured against by such policies, each class of which will be written within limits of not less than $300,000.00 for damages incurred or claimed by any one person and for not less than $600,000.00 for damages incurred by more than one person. All such policies will name the Lessee and Lessor, as their respective interests may appear, as the persons insured by such policy or policies and the original or a true copy of each of such policies will be delivered by the Lessee to the Lessor promptly when written, together with adequate evidence of the fact that the premiums therefor are paid; and, in any event, such policies and evidence of payment by the Lessee of the premiums will be delivered by the Lessee to the Lessor before the expiration of any then similar coverage and in time to assure the Lessor that such coverage will be carried continuously.

b. The Lessee will keep insured any and all buildings, improvements, equipment, furniture and fixtures now or hereafter constructed or brought upon the parcels of land described in Exhibits B, C and D in a good and responsible insurance company authorized to do business in the State of Florida, for protection against all loss or damage to such property by fire, windstorm or causes insured against by "extended coverage"; and wherever

the doctrine of co-insurance might apply to any such insurance, then the amount of the insurance so carried by the Lessee will be at all times sufficient to prevent co-insurance on the part of the Lessor and the Lessee. All such policies will be payable in the event of loss jointly to the Lessor and the Lessee, as their respective interests may appear. Nothing herein contained, however, will be construed as prohibiting the attachment to such policies of a standard mortgage form clause but, in such event, the said mortgage clause will identify briefly the interest of the mortgagee, such as, for example, stating "first mortgagee of the fee simple title", or mortgagee of Lessee's interest in lease". The amount of insurance required, as specified in this paragraph, will be an amount equal to the maximum insurable replacement value, as determined annually by the Lessee, its successors, assigns, or agents, and as approved by the Lessor.

c. From the inception of any construction work which Lessee may effect on the parcels of land described in Exhibits B, C and D and as often as the Lessee may construct a building or make a substantial alteration in a building, the Lessee will cause workmen's compensation and builder's risk insurance policies to be written. Said policies will be subject to the approval of the Lessor and will provide coverage at all times when such construction is in progress.

In the event of the damage or destruction of any of the buildings, improvements, equipment, furniture and fixtures now or hereafter constructed or brought upon the parcels of land described in Exhibits B, C and D by fire, windstorm or any other casualty for which said insurance is payable, and as often as such insurance money will be paid to the Lessor and the Lessee, said sums so paid will be deposited in a joint account of the Lessor and the Lessee in a bank designated by the Lessor and will be available to the Lessee for the reconstruction, repair, or replacement, as the case may be, of any of the said buildings, improvements, equipment, furniture or fixtures damaged or destroyed by fire, windstorm, or other casualty for which insurance money is payable and will be paid out from said joint account from time to time on the estimates of an architect licensed as such in the State of Florida and having supervision of such construction and repair, certifying that the amount of such estimate is being applied to the payment of the reconstruction, repair or replacement and at a reasonable cost therefor. Provided, however, that it will be the duty of the Lessee, at the time of creating such joint bank account and from time to time thereafter until the said work of repair or reconstruction shall have been completed and paid for, to afford the Lessor adequate evidence of the fact that at all times the undisbursed portion of the fund in said joint account is sufficient to pay for such reconstruction, repair or replacement in its entirety; and, if the said fund is at any time insufficient to pay for the full cost of the job, the Lessee will immediately deposit into said fund such additional sums as may be necessary and will procure receipted bills and full and final waivers of lien when said work shall have been completed. It will be the duty of the Lessee to cause such showing to be made and such to be accomplished as often as said buildings, improvements, equipment, furniture or fixtures may be damaged, destroyed or lost; and all of such work will be effected, completed and paid for as promptly as the exercise by the Lessee of diligence makes possible. And, in any event, it shall be completed within nine (9) months after the time when the damage, destruction or



O.R. BOOK 411 PAGE 2377

loss first took place. However, such nine (9) month period will be enlarged by any delays caused without fault or neglect on the part of the Lessee by acts of God, strikes, lockouts, or any other conditions which are not attributable to, or are not caused by, the Lessee's default or neglect to exercise due diligence. The work, when completed, will restore said parcels of land substantially to the condition in which they existed before such damage, destruction or loss took place; and, in any event, it will cause said parcels of land, as restored, to have a value which is not less than the value which they had or possessed prior to the damage or loss which made such repairs or reconstruction necessary. The Lessor will have the right to require the Lessee to obtain a completion, performance and payment bond in an amount and in the form and with a company licensed to do business in the State of Florida, approved by the Lessor. At such time as any of the property described in Exhibit E is submitted by the Lessor to condominium ownership, the provisions in the Declaration of Condominium under the article covering Casualty Insurance relating to the rights of first mortgagees are hereby incorporated herein by reference. Any first mortgagee may require the insurance proceeds to be endorsed by the Lessor and the Lessee to the Insurance Trustee as specified in said Declarations and disbursed by said Insurance Trustee only upon the approval of the Lessor, Lessee and said first mortgagee.

The originals of all such policies will be delivered to the Lessor by the Lessee, together with receipted bills evidencing the fact that the premiums therefor are paid; but nothing herein contained will be construed as prohibiting the Lessee from financing the premiums where the terms of the policies are for three (3) years or more and, in such event, the receipts will evidence it to be the fact that the installment premium payment or payments are paid at or before their respective maturities. However, where there is a mortgage upon the parcels of land described in Exhibits B, C or D created pursuant to the provisions contained in this Lease and under the terms of such mortgage it is obligatory upon the Lessee to cause the originals of such policies to be delivered to the mortgagee, then the Lessee may deliver such originals to the mortgagee and deliver certificates of such policies to the Lessor. Such policies or certificates, together with evidence of the fact that the premiums have been paid as aforesaid, will be delivered by the Lessee to the Lessor before the expiration of the then corresponding insurance coverage so that the Lessor may be assured that such coverage is being continuously carried by the Lessee.

If at any time while said joint bank account contains any of the proceeds of such insurance the Lessee is in default under this Lease, then the Lessor will be immediately entitled to receive from said joint bank account the amount of money necessary to cure the Lessee's default; and if, while any of the funds remain in said joint bank account, the mortgagee of any mortgage upon the parcels of land described in Exhibits B, C or D or upon the Lessee's interest therein elects under the terms of such mortgage to receive any part or all of the proceeds

of such insurance by way of application upon said mortgage, then such sum will be paid from said insurance awards or from the proceeds of said joint bank account to such mortgagee; but in either of these events, it will be obligatory upon the Lessee to immediately reimburse said joint bank account with a sufficient sum of money to assure the Lessor that the said joint bank account will, at all times, contain sufficient funds to pay for all of the cost of reconstruction, repair or replacement. If after said work is completed and paid for there remains any money in said joint bank account such balance will be paid to the Lessee, if at that time the Lessee is not in default under the terms of this Lease. If at any time while the joint bank account contains any undisbursed funds or while there remains outstanding any obligation from any insurance company for such losses this Lease is cancelled for the Lessee's default, then the undisbursed portion of said joint bank account and the insurance claim will be and become immediately the property of the Lessor as part of what will accrue to the Lessor upon the occasion of default by the Lessee and the consequent cancellation of this Lease.

No damage or destruction to any improvements, buildings, equipment, furniture or fixtures by fire, windstorm or any other casualty will entitle the Lessee to surrender possession of the Demised Premises or to terminate this Lease, or to violate any of its provisions, or to cause any abatement or rebate in the rent then due or thereafter becoming due hereunder.

11. LESSEE TO PAY INSURANCE PREMIUMS.

The Lessee will pay the premiums for all insurance policies which the Lessee is obligated to obtain under the terms of this Lease and will deliver the said policies and the evidence of payment to the Lessor within the time herein set forth.

Nothing herein contained will ever be construed as rendering the Lessor liable for the payment of any such insurance premiums; but if at any time during the continuance of this Lease the Lessee shall fail, refuse or neglect to procure any of the policies of insurance required in and by this instrument to be procured by it or to keep and maintain same in affect or pay the premiums therefor promptly when due, the Lessor may, at its option, procure or renew such insurance and thereupon the amount or amounts of money paid as the premium or premiums thereon, plus interest at the rate of ten percent (10%) per annum, will be collectible as though it were rent then matured hereunder and will be due and payable forthwith. However, in lieu thereof and notwithstanding the procurement and renewal of such policies by the Lessor, this Lease may be terminated and declared at an end and all of the right, estate and interest of the Lessee in this Lease shall thereupon immediately cease and become null and void.

12. PAYMENT OF COSTS FOR OPERATION OF SEWAGE DISPOSAL SYSTEM PUMPING STATION UPON PARCEL OF LAND DESCRIBED IN EXHIBIT A.

The Lessee will, at all times during the term of this Lease, pay a part of all costs incident to the maintenance

and operation of the sewage disposal system pumping station, sewer mains and related sewage disposal equipment constructed and installed upon the parcel of land described in Exhibit A, including but not limited to the cost of repairs, replacement, servicing of equipment, utilities, taxes and insurance. The amount to be paid will be determined in the following manner: the number of square feet of living area within the walls, including porches and balconies (as taken from applicable Declarations of Condominium) of all of the condominium apartment buildings for which the Lessee will have operating responsibilities and which from time to time are served by such sewage disposal system will be divided by the total square feet of living area within the walls, including porches and balconies (as taken from applicable Declarations of Condominium or building plans if not submitted to condominium ownership), of all such buildings served by said sewage disposal system and of all other buildings from time to time served by such system. The Lessor will determine which of said condominium apartment buildings will be served by such system; the Lessee will become obligated for said payments when any of said condominium apartment buildings are being so served; and all payments by the Lessee hereunder will be made to the Lessor.

Except as hereinabove specifically set forth, all rights and obligations of the parties under this Lease are subject and subordinate to the rights and obligations of the Lessor and of KINGSWOOD ASSOCIATION, INC., a Florida not for profit corporation, under said Long Term Lease dated March 15, 1971 and recorded in the public records for Martin County, Florida.

13. EMINENT DOMAIN.

If any part of the Demised Premises is taken under the power of eminent domain during the term of this Lease, the rent herein provided for will continue unaffected as to amount unless such taking completely destroys the usefulness of all parts of the Demised Premises for purposes leased. In such event, the Lessee will have the right to terminate this Lease by written notice to the Lessor within thirty (30) days after such taking or to continue in possession of an undivided interest in the remainder of the leased premises under all of the terms and conditions hereof.

All damages awarded for such taking will belong to and be the property of the Lessors, whether such damages shall be compensation for diminution in the value of the Lease or to the fee of the leased premises.

14. LESSOR'S LIENS.

The Lessor retains a lien on every right and interest of the Lessee in and to this Lease and on the improvements, buildings, equipment, furniture and fixtures now and hereafter constructed or brought upon the Demised Premises and on the equity therein of the Lessee. Said lien is granted for the purpose of securing the payment of rent and other monies herein covenanted to be paid by the Lessee and for the purpose of securing the performance of all other conditions of this Lease to be performed and observed by the Lessee.

The Lessor also retains a lien against all land described in Exhibit E that it submits to the condominium form of ownership and upon all improvements and buildings now located or hereafter constructed thereon, for the purpose of securing it in the payment of rent and other monies due and to become due hereunder by the Lessee. Said lien will survive the recording of Declarations of Condominium whereby portions of such land will be submitted to the condominium form of ownership; it will continue for the full term of this Lease; and it may be enforced and foreclosed in the manner in which mortgages upon real property are enforced and foreclosed or, at the option of the Lessor, in any other manner available to it.

The Lessor also retains and is hereby given and granted a lien by the Lessee upon each condominium apartment to be located upon any portion of the land described in Exhibit E that is under the operation of the Lessee and upon each apartment's proportionate interest in the common elements of the condominium of which it is a part, for the purposes of further securing it in the payment of all rent and other monies due and to become due hereunder by the Lessee. These liens will have the same dignity and priority as the lien created in the next preceding paragraph of this Article 14, but they will apply to and be enforceable against the condominium apartments severally. Said liens will be for the amounts of rent and other monies due the Lessor that are apportioned to each apartment, plus interest and reasonable attorneys' fees incurred in the collection and enforcement thereof; and they may be enforced and foreclosed in the manner in which mortgages upon real property are enforced and foreclosed, or at the option of the Lessor, in any other manner available to it.

A default arising from the nonpayment of rent or other monies due to the Lessor by the Lessee under this Lease or by any condominium apartment owner will not be a default on the part of those condominium apartment owners who have paid the share of rent and other monies for which they are severally liable; and the Lessor may exercise its rights and have its remedies as described in this Article 14 only against the default owner. Upon full payment of arrearages, interest and attorneys' fees, the condominium apartment owner making payment will be entitled to a recordable satisfaction discharging said lien as to such arrearages, interest and attorneys' fees, but such satisfaction will not extinguish or diminish said lien as to any amount to become due. It will continue throughout the term of this Lease.

Rent and other monies due and to become due hereunder will be a common expense of each condominium to be established upon the land described in Exhibit E in an amount equal to the total sum thereof attributable to each condominium; the Lessee will make such assessments upon such condominium apartments as may be necessary for it to fulfill its obligations herein; and it will enforce its lien for said assessments, if necessary for it to fulfill said obligations.

The Lessor's liens provided for in this Article 14 will at all times be subject and subordinate to the lien of any mortgage made by any condominium apartment owner, provided the

proceeds of said mortgage are utilized to purchase condominium apartments located upon any portion of the land described in Exhibit E from the Lessor and it is made with an institutional mortgagee (herein defined as a bank, savings and loan association, insurance company, or union pension fund authorized to do business in the State of Florida, or an agency of the United States Government); and the Lessor will execute and deliver such further instruments evidencing such subordination as may be requested by any of said condominium apartment owners or prospective condominium apartment owners. However, the foreclosure of such a mortgage will not terminate this lease or any part thereof or extinguish or diminish said liens against the entire condominium property or the apartment encumbered by the foreclosed mortgage. Said Lessor's liens will only be subordinated this one time as herein provided, during the term of this Lease; but such subordinated liens of the Lessor will be subordinate and secondary in position to any and all rights, claims, titles or liens acquired by said institutional mortgagees.

The Lessor's liens provided for in this Article 14 will not relieve the Lessee of any of its obligations hereunder, it being intended that they afford the Lessor additional remedies in the event of default. In the event they should for any cause or reason whatever be determined to be invalid, extingusihed or unenforceable, in whole or in part, such invalidity will not extinguish or diminish any of the Lessee's obligations hereunder. Nothing herein contained will authorize the Lessor to collect the same indebtedness twice.

15. ENCUMBRANCES OF LESSOR AND LESSEE.

This Lease and the Lessee's and said condominium apartment owner's rights hereunder will be subject and subordinate to any mortgages now encumbering the Demised Premises. The Lessee in its own behalf and in behalf of said condominium apartment owners will execute and deliver such further instruments evidencing such subordination as may be requested by the Lessor. The Lessor will pay such mortgages and will perform all of their terms and conditions; and in the event of default by the Lessor, the Lessee, in addition to any other remedies available to it, may cure such default and deduct the cost thereof from the rent herein provided for.

The Lessor may encumber the fee simple title to the Demised Premises with other mortgages, irrespective of the existence of this Lease. However, such other mortgages will in all respect be subject and subordinate to the terms of this Lease and to the Lessee's rights herein. Although the Lessee may mortgage or otherwise encumber its interest in this Lease, any such mortgage or encumbrance will in all respects be subject and subordinate to the rights of the Lessor herein and to the rights of all persons claiming by, through or under the Lessor by reason of or in connection with this Lease. The termination of this Lease will extinguish any of said mortgages or encumbrances upon the Lessee's interest herein.

Nothing in this Lease will ever be construed as empowering the Lessee to encumber the title or interest of the Lessor.

16. DEFAULT.

In case at any time default shall be made by the Lessee in payment of any of the rent herein provided for upon the day it becomes due and payable, or if the Lessee shall fail to pay any of the other monies due to the Lessor by the Lessee, or if the Lessee shall fail to perform any of the other conditions of this Lease by it to be kept and performed; then, in any of such events, it will and may be lawful for the Lessor, at its election, to terminate this Lease and to reenter upon the Demised Premises or any part thereof, either with or without process of law, the said Lessee hereby waiving any demand for possession of the Demised Premises. Or the Lessor may have such other remedies as the law and this Lease afford; and upon the termination of this Lease, at such election of the Lessor or in any other way, the Lessee will surrender and deliver up the Demised Premises, improvements, buildings, equipment, furniture and fixtures peaceably to the Lessor's agent or attorneys, immediately upon such termination. If the Lessee, its members, agents, attorneys, or tenants shall hold the Demised Premises, or any part thereof, after the same should be surrendered according to the terms of this Lease, it will be deemed guilty of forcible detainer of the Demised Premises and be subject to eviction or removal, forcibly or otherwise, with or without process of law.

Although this is a Long Term Lease, the parties understand that the relationship between them is that of landlord and tenant; and the Lessee specifically acknowledges that all statutory proceedings in the State of Florida regulating the relationship of Landlord and Tenant, including collecting of rent or possession of the Demised Premises, accrues to the Lessor hereunder.

Nothing herein contained will be construed as prohibiting the Lessor from declaring this Lease in default. However, if the default consists in the non-payment of rent or other monies due to the Lessor by the Lessee, the Lessor may not declare this Lease in default until such non-payment shall have continued for fifteen (15) days after written notice of such default shall have been given by the Lessor to the Lessee; and where the alleged default consists of some violation other than the foregoing, the Lessor may not declare this Lease in default until such violation shall have continued for thirty (30) days after the Lessor shall have given the Lessee written notice of such violation and the Lessee shall not have undertaken, during said thirty (30) day period, to cure said violation by vigorous and affirmative action. Provided, however, that nothing herein contained will be construed as precluding the Lessor from having such remedy as may be and as may become necessary in order to preserve its rights and its interest in the Demised Premises, in said improvements, buildings, equipment, furniture and fixtures, and in this Lease, even before the expiration of the grace or notice periods provided for in this paragraph, if the allowance of such grace or the giving of such notice would prejudice or endanger the rights and interests of the Lessors.

All default and grace periods will be deemed to run concurrently and not consecutively.

The various rights, powers, options, elections, privileges and remedies of the Lessor contained in this Lease will be construed as cumulative, and no one of them will be construed as being exclusive of the other or exclusive of any rights or priorities provided by law.

The right herein given to the Lessor to collect the rent due under this Lease, or its right to collect any other monies due to it, or its right to enforce any of the other terms and provisions of this Lease, will not in any way affect its right to declare this Lease void and the term hereof ended, when default is made by the Lessee.

If at any time by reason of the failure of the Lessee to keep and perform any covenant or agreement which it is obligated to keep and perform it becomes necessary for the Lessor to employ an attorney to protect its rights and interests in the Demised Premises, in said improvements, equipment, buildings, furniture and fixtures, and in this Lease, the Lessee will pay unto the Lessor reasonable attorneys' fees incurred or expended by the Lessor and costs of Court, if any.

In the event this Lease is terminated at any time before the expiration of the term of years hereby created for the breach by the Lessee of any of the conditions herein contained, all of the right, estate and interest of the Lessee and its members in and under this Lease and in said Demised Premises, improvements, buildings, equipment, furniture and fixtures, together with all rents, issues and profits, whether then accrued or to accrue, and all insurance policies and all insurance monies paid or payable thereunder, and the then entire undisbursed balance of any building escrow fund, and the entire undisbursed balance of any then existing joint bank account which may have been created in connection with the collection of insurance, shall at once pass to and become the property of the Lessor (subject, however, to the rights of mortgagees), not as a penalty for forfeiture, but as liquidated damages to the Lessor because of such default by the Lessee and the termination of this Lease. Each of the parties acknowledges that for such breach and termination the Lessor will sustain substantial damage, being damage of such character as to make it more burdensome and tedious, if not actually impossible, to ascertain with mathematical precision; and they have, therefore, agreed upon this provision for liquidated damages in the interests of obviating which would otherwise be burdensome and difficult litigation. Further, this provision for liquidated damages has been taken into account by both parties in fixing the terms of and the consideration for the making of this Lease.

The Lessee pledges with and assigns unto the Lessor all of the rent, issues and profits which might otherwise accrue to the Lessee for the use, enjoyment and operation of the Demised

Premises and of the improvements, buildings, equipment, furniture and fixtures hereafter constructed or brought upon the Demised Premises. If the Lessor upon the default of the Lessee elects to file a suit in chancery to enforce or terminate this Lease and protect its rights hereunder, it may, as ancillary of such suit, apply to any court having jurisdiction thereof for the appointment of a Receiver of all and singular said Demised Premises, improvements, buildings, equipment, furniture and fixtures; and thereupon the court will forthwith appoint a Receiver with the usual powers and duties of Receivers in like cases and such appointment will be made by such court as a matter of strict right to the Lessor and without reference to the adequacy or inadequacy of the value of the property which is subject to the landlord's lien or to the solvency or insolvency of the Lessee and without reference to the commission of waste.

17. LESSOR'S INTEREST NOT SUBJECT TO MECHANIC'S LIENS.

The Lessee has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of the Lessor in and to the Demised Premises or in and to the improvements, buildings, equipment, furniture and fixtures hereafter constructed or brought upon the Demised Premises and no person will ever be entitled to any lien directly or indirectly derived through or under the Lessee, or its agents or servants, or on account of any act or remission of the Lessee, which will be superior to the interest in this Lease reserved to the Lessor upon the Demised Premises and upon the improvements, building, equipment, furniture and fixtures hereafter constructed or brought upon the Demised Premises. All persons contracting with the Lessee, or furnishing materials or labor to the Lessee, or to its agents or servants, as well as all persons whomsoever, will be bound by this provision of this Lease. This provision is inserted pursuant to the authority of Chapter 713.10, Florida Statutes. Should any such lien be filed, the Lessee shall discharge the same by paying it, or by filing a bond or otherwise, as permitted by law.

18. ASSIGNMENT.

This Lease is freely assignable, provided it is not in default and is in good standing. However, no assignment or transfer by the Lessee will be valid unless the assignee shall expressly assume and agree to perform each and every of the conditions of this Lease which by the terms hereof the Lessee agrees to keep and perform. Such assumption will be evidenced by written instrument executed in such fashion as to entitle it to recording; and such assignment will not be valid unless the assignment and assumption agreements are promptly recorded in the public records of Martin County, Florida and unless an executed original thereof is delivered to the Lessor, together with a reference to the book and page number of recordation. No assignment, transfer or assumption will ever operate to release any prior Lessee or its members from any of the obligations or liens hereof, unless and until a written discharge of such Lessee, duly executed by the Lessor, shall be recorded in the public records of Martin County, Florida.

The Lessor and the Lessee will give to each other written statements as to the status of this Lease, within fifteen (15) days after written notice requesting such statement have been received. Said statements will state whether or not this Lease is in good standing and, if not, they will state the particulars in which it is not in good standing. Failure to give such statements within said fifteen (15) day period will constitute a representation that this Lease is in good standing and said representation may be relied upon by any person as being true and correct. Said notices and statements will be deemed to be given, and the time period specified will begin to run, when they are deposited in the U.S. certified or registered mail with postage prepaid.

19. INDEMNIFICATION.

The Lessee covenants and agrees with the Lessor that during the entire term of this Lease it will indemnify and save harmless the Lessor against any and all claims, debts, demands or obligations which may be made against the Lessor or against the Lessor's title in the premises, arising by reason of or in connection with the making of this Lease and the ownership by the Lessee of the interest hereby created; and if it becomes necessary for the Lessor to defend any action seeking to impose any such liability, the Lessee will pay the Lessor all costs of court and reasonable attorneys' fees incurred by the Lessor in effecting such defense, plus any other sums which the Lessor may be called upon to pay by reason of the entry of a judgment against the Lessor in the litigation in which such claim is asserted.

20. BANKRUPTCY.

Neither this Lease nor any interest therein, nor any estate thereby created, will pass to any Trustee or Receiver in bankruptcy or to the assignee for the benefit of creditors or otherwise by operation of law.

21. LESSEE'S DUTY TO KEEP DEMISED PREMISES IN GOOD REPAIR.

The Lessee will keep said improvements, buildings, equipment, furniture and fixtures now or hereafter constructed or brought upon the Demised Premises in a good state of repair and in first class condition; and will not suffer or permit any waste or neglect of any of said property. The Lessee will repair, replace and renovate saidproperty as often as it may be necessary in order to keep it in first class repair and condition. However, the replacement of any sewage disposal system equipment will be subject to the prior written approval of the Lessor. Such approval will not be unreasonably withheld.

22. QUIET ENJOYMENT.

The Lessee shall have quiet and undisturbed and continuous possession and use of the Demised Premises free from any claims of the Lessor, subsequent to the completion of the construction of the recreational facilities described in Article 5

hereof, so long as it keeps and performs all of the covenants and conditions to be kept and performed by it herein. This provision will not extend to any interruption in the possession of the Lessee occasioned by its failure to keep in good standing any mortgage encumbering its interest in this Lease.

23. LESSOR'S RIGHT OF ENTRY.

The Lessor will have the right to enter upon the Demised Premises at all reasonable times to examine the condition and use thereof; provided that such right will be exercised in such manner as not to interfere with the Lessee in the conduct of the Lessee's business upon the Demised Premises. If said improvements, buildings, equipment, furniture or fixtures are damaged by fire, windstorm or by any other casualty which causes them to be exposed to the elements, the Lessor may enter upon the Demised Premises to make emergency repairs; but, if the Lessor exercises its option to make emergency repairs, such act will not be deemed to excuse the Lessee from its obligation to keep the premises in repair. The Lessee will, upon demand of the Lessor, reimburse the Lessor for the cost and expense of such emergency repairs.

The Lessor retains and is hereby given and granted an easement over and upon the land described in Exhibit E for the purpose of ingress and egress to the Demised Premises. Such easement will survive the recording of such Declarations of Condominium.

24. TERMS, ETC. TO BE COVENANTS RUNNING WITH THE LANDS.

The terms, conditions and provisions set forth in this Lease will be binding upon the Lessor and the Lessee, and upon their successors and assigns; and they will be deemed to be covenants running with the land; and by land is meant the premises described in Exhibits A, B, C, D and E.

25. NOTICES.

Whenever a provision is made herein for notice of any kind it shall be deemed sufficient notice and service thereof if such notice is in writing, addressed to the Lessor or the Lessee at their last known address, and sent by U.S. certified or registered mail with postage prepaid.

26. MISCELLANEOUS PROVISIONS.

In the event the Lessee is dissolved, or if its existence is otherwise terminated, or if for any reason it ceases to be responsible for the operation of any of the condominiums established by the Lessor upon the land described in Exhibit E (after having first been responsible for such operation) or if any of said condominiums are terminated, during the term of this Lease, none of the rent or other monies due hereunder will abate or be diminished. In any or all of such events, the owners of all apartments in each such condominium apartment building that was formerly operated by the Lessee will be deemed to be individual lessees under this Lease, for so long as they own their apartments; they will continue to have the possession, use and occupancy of the Demised Premises; and they will be severally bound by all of the provisions of this Lease (as its context shall permit).

If any of said apartment owners described in the preceding paragraph hereof sells his apartment, or if title thereto is transferred in some other manner, the obligations and liabilities herein created will become the obligations and liabilities of each successive owner of the apartment transferred during the term of this Lease.

The Lessor will require each purchaser of a condominium apartment from it to ratify, confirm and approve in writing all of the terms and provisions hereof and the acts of the officers and directors of the Lessee in making and entering into this Lease. Such writings will also contain the agreement of each condominium apartment owner to be bound by all of the terms and provisions hereof; and they will contain a provision whereby each condominium apartment owner individually impresses the aforesaid liens upon his condominium apartment. They may be a part of theWarranty Deeds conveying such condominium apartments.

No waiver of a breach of any of the covenants in this Lease contained will be construed to be a waiver of any succeeding breach of the same covenant. The Lessor specifically reserves the right to waive any portion of the rent due hereunder, including the right to waive rent attributable to individual condominium apartments. Such waiver will not affect the obligations of the owners of apartments for which rent has not been waived to pay rent.

Time is of the essence in every particular, and particularly where the obligation to pay money is involved.

All arrearages in the payment of rent and the repayment by the Lessor or the Lessee of any sums which may be paid in order to cure defaults (as elsewhere herein provided for) will bear interest from the date when due and payable at the rate of ten percent (10%) per annum until paid.

If at any time by reason of the failure of the Lessor to keep and perform any of its covenants or agreements contained herein it becomes necessary for the Lessee or for any of said condominium apartment owners to employ an attorney to protect their interests, the Lessor will pay unto the Lessee or said condominium apartment owners reasonable attorneys' fees incurred or expended by them and costs of Court, if any.

No modification, release, discharge or waiver of any provisions hereof will be of any force, effect or value, unless in writing and signed by the persons who are then the Lessor and the Lessee.

The Lessee shall not amend its Articles of Incorporation, its Bylaws or said Declarations of Condominium, during the term of this Lease, in such a manner as to affect or impair the rights of the Lessor herein; unless the Lessor shall first approve such amendments in writing.

At the termination of this Lease the Lessee will peaceably and quietly deliver unto the Lessor possession of

the Demised Premises and improvements, buildings, equipment, furniture and fixtures now or hereafter constructed or brought upon the Demised Premises; and the Lessee covenants and agrees with the Lessor that the Demised Premises will be used for legal purposes only.

Whenever the context hereof so permits, the use of plural will include the singular, the singular the plural, and the use of any gender will be deemed to include all genders.

IN WITNESS WHEREOF, the parties hereto have hereunto set forth their hands and seals.

Executed in the presence of:

Gerald R. Bell
Beatrice B. Shannon

KINGSWOOD, INCORPORATED
By Angela McLaughlin
President
Attest:
Robert W McLaughlin
Secretary

Gerald R. Bell
Beatrice B. Shannon

KINGSWOOD ASSOCIATION NO. 2, INC.
By Angela McLaughlin
President
Attest:
Robert W McLaughlin
Secretary

STATE OF FLORIDA )
COUNTY OF MARTIN ) SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ANGELA McLAUGHLIN and ROBERT W. McLAUGHLIN, JR., respectively President and Secretary of KINGSWOOD, INCORPORATED, to me well known, and they acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgment to be the individuals described in and who executed the said instrument.

WITNESS my hand and seal this 7 day of Jan., 1974.

O.R. BOOK 411 PAGE 2389

Donald F. Fox
Notary Public
My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 8, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA )
COUNTY OF MARTIN ) SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ANGELA McLAUGHLIN and ROBERT W. McLAUGHLIN, JR., respectively President and Secretary of KINGSWOOD Association, Inc to me well known, and they acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgment to be the individuals described in and who executed the said instrument.

WITNESS my hand and seal this 7 day of January, 1974.

Donald N. Johns
Notary Public
My commission expires: 10/8/76

OR BOOK 411 PAGE 2390

Start at the N.E. corner of the S.W.one quarter of Section 2, Township 38 South, Range 41 East, Martin County, Florida; Thence run South 00° 24' 40" West along the East line of said South west one quarter, a distance of 1331.68 feet; Thence run North 89° 29' 20" West a distance of 300 feet; Thence run North 00° 24' 40" East a distance of 907.24 feet; Thence run South 73° 28' 00" West a distance of 140.54 feet to the Point of Beginning; Thence continue to run South 73° 28' 00" West a distance of 100.42 feet; Thence run South 00° 24' 40" West a distance of 137.94 feet; Thence run North 73° 35' 20" East a distance of 100.84 feet; Thence run North 21° 41' 40" West a distance of 19.75 feet/ Thence run North 68° 18' 20" East a distance of 40.28 feet; Thence run North 15° 46' 20" West a distance of 108.88 feet to the Point of Beginning.

RECREATION AREA NO. 2

EXHIBIT B



O.R. BOOK 411 PAGE 2391

Start at the N. E. corner of the S. W. 1/4 of Section 2, T38S, R41E, Martin County, Florida; thence run S00°24'40"W along the East line of said S. W. 1/4, a distance of 1331.68'; thence run N89°29'20"W a distance of 939.44' to the point of beginning; thence continue to run N89°29'20"W a distance of 150'; thence run N 00°47'10"E a distance of 238.54'; thence run S45°30'E a distance of 206.67'; thence run S 00°24'40"W a distance of 95' to the point of beginning.

Description of Land

Kingswood Recreational Area No. 3

EXHIBIT C

Start at the N.E. corner of the S.W. ¼ of Section 2, T38S, R41E, Martin County, Florida; thence run S 00°24'40" W a distance of 512.28'; thence run N 89°35'20" W a distance of 130', to the point of beginning; thence continue to run N 89°35'20" W a distance of 20'; thence run S 00°24'40" W a distance of 20'; thence run S 89° 35'20" E a distance of 20'; thence run N 00°24'40" E a distance of 20' to the point of beginning.

SEWER PUMPING STATION #1

O.R. BOOK 411 PAGE 2393

EXHIBIT A Page 325 OR 1548

Start at the N. E. corner of the S. W. 1/4 of section 2, T38S, R41E, Martin County, Florida; thence run S00°24'40"W a distance of 1331.68'; thence run N89°29'20"W a distance of 650'; thence run N00°24'40"E a distance of 704' to the point of beginning; thence continue to run N00°24'40"E a distance of 20'; thence run N89°35'20"W a distance of 20'; thence run S 00°24'40"W a distance of 20'; thence run S 89°35'20"E a distance of 20' to the point of beginning.

KINGSWOOD

SEWER PUMPING STATION #2



EXHIBIT D

The Northeast Quarter of the Southwest Quarter of Section 2, Township 38 South, Range 41 East, lying South of State Road A-1-A, Martin County, Florida: Less the Westerly 250' thereof

Less the following described parcels of land:

The East 300 feet (measured at right angles to the West line of the Northeast Quarter of the Southwest Quarter of Section 2, Township 38 South, Range 41 East) of that portion of the Northeast Quarter of the Southwest Quarter of Section 2, Township 38 South, Range 41 East,lying South of State Road A-1-A, Martin County, Florida.

Start at the Northeast corner of the Southwest one quarter of Section 2, Township 38 South, Range41 East, Martin County, Florida; Thence run South 0° 24' 40" West along the East line of said South west one quarter, a distance of 1331.68 feet; Thence run North 89° 29' 20" West a distance of 300 feet; Thence run North 0° 24' 40" East a distance of 907.24 feet; Thence run South 73° 28' 00" West a distance of 140.54 feet to the Point of Beginning; Thence continue to run South 73° 28' 00" West a distance of 100.42 feet; Thence run South 0° 24' 40" West a distance of 137.94 feet; Thence run North 73° 35' 20" East a distance of 100.84 feet; Thence run North 21° 41' 40" West a distance of 19.75 feet; Thence run North 68° 18' 20" East a distance of 40.28 feet; Thence run North 15° 46' 20" West a distance of 108.88 feet to the Point of Beginning.

Start at the Northeast corner of the Southwest Quarter of Section 2, Township 38 South, Range 41 East, Martin County, Florida; thence run South 00° 24' 40" West along the East line of said Southwest Quarter, a distance of 1331.68'; thence run North 89° 29' 20" West a distance of 939.44' to the point of beginning. Thence continue to run North 89° 29' 20" West a distance of 150'; Thence run North 00° 47' 10" East a distance of 236.54'; Thence run South 45° 30' East a distance of 206.67'; Thence run South 00° 24' 40" Wide a distance of 95' to the Point of Beginning.

Start at the Northeast corner of the Southwest Quarter of Section 2, Township 38South, Range 41 East, Martin County, Florida, Thence run South 00° 24' 40" West a distance of 1331.68; Thence run North 89° 29' 20" West a distance 650'; Thence run North 00° 24' 40" East a distance of 704' to the Point of Beginning; Thence continue to run North 00° 24' 40" East a distance of 20'; Thence run North 89° 35' 20" West a distance of 20'; Thence run South 89° 35' 20" East a distance of 20' to the Point of Beginning.

Land of Kingswood Condominium #2

## MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into this 4th. day of JAN, 1974, by and between KINGSWOOD ASSOCIATION NO. 2, INC., a Florida not for profit corporation, hereinafter called the "Association"; and KINGSWOOD, INCORPORATED, a Florida corporation, hereinafter called the "Developer"; which terms "Association" and "Developer" will be deemed to extend to and include the successors and assigns of the said parties:

WITNESSETH:

WHEREAS, the Association was organized to provide an entity for the operation of condominiums to be established by the Developer upon land in Martin County, Florida, as described in Exhibit A attached hereto and made a part hereof, and

WHEREAS, the condominium established by the Developer upon the land described in Exhibit A will be apartment buildings containing certain specified types of apartments, including but not limited to those to be designated by the Developer as One bedroom, 1½ bath (Model #2), One bedroom, 1½ bath, Deluxe (Model #3), Two bedroom, 2 bath (Model #4) and Two bedroom, 2 bath, Deluxe (Model #5), and

WHEREAS, the Developer will offer the apartments of said condominium apartment buildings for sale and the owners will become members of the Association and be required to pay assessments for the common expenses of said condominiums, and

WHEREAS, the Association has entered into a Long Term Lease with the Developer, whereby parcels of land have been leased unto the Association, and

WHEREAS, certain recreational facilities, sewer disposal system pumping stations, sewer mains and related sewage disposal equipment will be and have been constructed and installed upon said parcels of land leased to the Association, and

WHEREAS, the Association and the owners of said condominium apartments will be required to pay rent and other monies to the Developer under said Long Term Lease; and they have certain other obligations under said Long Term Lease, as are more fully described therein, and

WHEREAS, said rent, together with other monies due under such Long Term Lease, will be a common expense of such condominiums, and

THIS DOCUMENT PREPARED BY
PHILIP H. REID, Jr.
COE, BROBERG AND REID
256 WORTH AVENUE
PALM BEACH, FLORIDA

O.R. BOOK 411 PAGE 2396

EXHIBIT F

WHEREAS, the parties hereto desire to provide that the amounts of the assessments paid by the owners of said condominium apartments will remain unchanged for a period of two and one-half (2½) years from the date hereof, and they desire to provide for the management of said condominiums.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

1. The Association appoints the Developer as its exclusive managing agent in the operation of all condominiums for which the Association will have operating responsibilities that are established by the Developer upon the land in Martin County, Florida described in Exhibit A attached hereto and made a part hereof. The Developer will confer with the directors of the Association, at their request, in the performance of its duties under this Management Agreement.

2. The term of this Management Agreement will begin on January 15, 1974. It will continue for a period of five (5) years.

3. The Developer will manage said condominiums; and in such management, will have all of the powers and duties given and assigned to the Association by the condominium laws of the State of Florida, by the Declarations of Condominium submitting the land described in Exhibit A to the condominium form of ownership, by the Articles of Incorporation and Bylaws of the Association, by the Association's Long Term Lease with the Developer and by this Management Agreement, with the following exceptions:

a. Any powers and duties specifically given or assigned to the Board of Directors or membership of the Association by said Declarations of Condominium, Articles of Incorporation, Bylaws and Long Term Lease.

b. The power to make assessments, except to the extent hereinafter set forth.

c. The power to amend said Declarations of Condominium, Articles of Incorporation, Bylaws and Long Term Lease.

d. The power to assign, sublease or mortgage the Association's interest in said Long Term Lease.

e. The power to lease the common elements of the condominiums.

f. The power to enter into any additional leases demising land or other property to the Association.

The Developer will have such additional duties as may be assigned to the Association by amendments to the condominium laws of the State of Florida, said Declarations of Condominium, Articles of Incorporation, Bylaws and Long Term Lease. However, any such additional duties must be accepted in writing by the Developer.

The entire cost of performing its duties hereunder will be paid by the Developer, except that the Developer will not be obligated to pay rent and other monies due under said Long Term Lease until it has collected such rent and other monies from apartment owners. For the purposes of this Management Agreement, all assessments collected from apartment owners will be applied first to rent under said Long Term Lease and next to other monies due under said lease.

4. The Association will make assessments in the amounts set forth in paragraph 5 of this Management Agreement. However, for all purposes hereof, the parties hereto and the owners of all such condominium apartments will consider said assessments are made, whether or not the Association or its Board of Directors or members take any action in regard thereto. The Association will not, without the Developer's written consent:

a. Amend said Declarations of Condominium, Articles of Incorporation, Bylaws and Long Term Lease.

b. Assign or sublease its interest in said Long Term Lease.

c. Mortgage its interest in said Long Term Lease or any of the common elements of said condominiums.

d. Make any lease, whereby any of the common elements of said condominiums are demised.

e. Make any additional lease demising land or any other property to it.

f. Make any additional agreements providing for the management and operation of said condominiums (except Insurance Trust Agreements) or for the installation of any coin operated machines upon the condominium properties, including the premises demised to the Association under said Long Term Lease.

g. Purchase any such condominium apartments; and, if acquired, make any mortgages encumbering same.

h. Employ any personnel during the term hereof if the Developer would be liable for the cost thereby incurred.

5. The monthly assessments against the owners of said apartments contained within the condominiums established upon the land described in Exhibit A, for which the Association will have operating responsibilities, will be as follows during the two and one-half (2½) year period beginning on Jan. 15, 1974

a. Prior to incurrence of liability for rent under said Long Term Lease.

(1) The assessment for each One bedroom, 1½ bath (Model #2) condominium apartment will be $25.01 per month.

(2) The assessment for each One bedroom, 1½ bath, Deluxe (Model #3) condominium apartment will be $29.57 per month.

(3) The assessment for each Two bedroom, 2 bath (Model #4) condominium apartment will be $35.19 per month.

(4) The assesement for each Two bedroom, 2 bath, Deluxe (Model #5) condominium apartment will be $40.04 per month, and

(5) The monthly assessment for each condominium apartment of any type not hereinabove specifically set forth will be determined by multiplying .3958 cents by the number of square feet of living area within its walls, including its porches or balconies (as taken from Declarations of Condominium); and by dividing the product thereof by twelve (12).

b. After the incurrence of liability for rent under said Long Term Lease:

(1) The assessment for each One bedroom, 1½ bath (Model #2) condominium apartment will be $36.37 per month.

(2) The assessment for each One bedroom, 1½ bath, Deluxe (Model #3) condominium apartment will be $43.01 per month.

(3) The assessment for each Two bedroom, 2 bath (Model #4) condominium apartment will be $51.19 per month.

(4) The assessment for each Two bedroom, 2 bath, Deluxe (Model #5) condominium apartment will be $58.24 per month, and

(5) The monthly assessment for each condominium apartment of any type not hereinabove specifically set forth will be determined by multiplying .5973 cents by the number of square feet of living area within its walls, including its porches or balconies (as taken from Declarations of Condominium); and by dividing the product thereof by twelve (12).

After the publication and issuance thereof, the Developer will deliver to the Association a true copy of the Consumer Price Index (hereinafter called the "Index"), the United States City Average All Items and Commodity Groups of the Bureau of Labor Statistics of the United States Department of Labor for the month ending on the last day of said two and one-half year period beginning on the first day of the first month following the commencement of the term hereof. If said Index shows a decrease or an increase in the purchasing power of the sums set forth in paragraphs a and b (less, however, any rent attributable to the condominium apartments described in said paragraphs under such Long Term Lease) as compared in each case to the Index for the first month of said two and one-half year period (the base month), said sums set forth in paragraphs a and b (less, however, any rent attributable to the condominium apartments described in said paragraphs under such Long Term Lease) will be adjusted to amounts equal to the purchasing power of said sums during the base month; and such adjusted sums (plus the adjusted rent attributed to each condominium apartment under such Long Term Lease) will be the monthly assessments for said condominium apartments, in substitution of the sums set forth in said paragraphs.

The Developer, as soon as possible after the delivery of a copy of said Index, will furnish the Association and the owner of each apartment with the computation of the adjusted assessments. Pending the determination of the adjusted assessments, the apartment owners will continue to pay the sums set forth in paragraphs a and b; and when the adjusted amounts are determined, the Developer will pay to the apartment owners, or they will pay to the Developer, such amounts as may be necessary to correct the amounts of the assessments paid, pending said determination. If at the time required for the determination of the adjusted assessments said Index is no longer published or issued, the parties will use such other index or method as is then generally recognized and accepted for similar determination of purchasing power; and if no index or method is generally recognized and accepted, the apartment owners will continue to pay the sums set forth in paragraphs a and b. However, it is understood that if the publication of said Index on a monthly basis is discontinued and it is published at some other interval, the Index for the period closest to the month for which an index is required to be furnished will be used.

The Developer may from time to time, at its option, waive all or any part of the amounts of said assessments set forth in paragraphs a and b, either as to all or as to only a portion of said apartments, by giving written notice thereof to the Association. Such waivers will be effective for the periods of



Book 325 Page 1554

O.R. BOOK 411 PAGE 2400

LAW OFFICES OF COE BROBERG AND REID PALM BEACH FLORIDA 33480

05262020 CCM Page 422 of 501

time specified in said notices; and they will not affect the obligations of the owners of apartments for which no waiver has been made. No assessments, except those herein specifically described, will be made against the owners of said apartments during the term of this Management Agreement; and no increases in the amounts of said assessments will be made, except as herein authorized.

The amounts of the assessments set forth in paragraph b are based upon the beginning rents attributed to each of said condominium apartments under such Long Term Lease. If said rents are waived or reduced by the Lessor, said assessments will be amended as required.

6. The Developer will have the exclusive right to collect all monies due the Association under said Declarations of Condominium, Articles of Incorporation, Bylaws and Long Term Lease. It will expend such amount thereof as is necessary in the performance of its duties under this Management Agreement and it will hold a reasonable amount thereof in reserve, for the purpose of paying current expenses during the term hereof. The Developer will not be required to create any other reserves, including but not limited to any for contingencies, for deferred maintenance, for replacement, or for additional improvements. Current expenses will be deemed to include only such items as the cost of gardening services, maid services, minor repairs, regular swimming pool maintenance service, insurance premiums and taxes. The portions of such reserve attributable to insurance premiums and taxes will be reasonable if they are sufficient to pay said items, on a pro rata basis, only during the term of this Management Agreement; and, if not known, the Developer may estimate the amounts that will be due for taxes.

The excess of the amounts collected by the Developer over the amounts expended and held in reserve for current expenses will be the compensation of the Developer.

7. In the event of default by either the Association or the Developer in the performance of this Management Agreement, the other will have the right to specific performance and to any other remedies given by law. However, a failure on the part of the Developer to perform any of the conditions hereof will not be considered a default unless such failure shall continue for a period of sixty (60) days after the Association shall have given it written notice thereof and unless the Developer does not undertake during said sixty (60) day period to cure its failure by vigorous and affirmative action.

If the Association or the Developer is compelled to pay reasonable attorneys' fees in prosecuting or defending any action or proceeding instituted by reason of a default by the other, it will be reimbursed for such expense by the other defaulting party.

8. In the event the Association is dissolved, or if its existence is otherwise terminated, or if for any reason it

ceases to be responsible for the operation of any of the condominiums established by the Developer upon the land described in Exhibit A (after having first been responsible for such operation), or if any of said condominiums are terminated, during the term of this Management Agreement, the owners of all apartments in each such condominium apartment building that was formerly operated by the Association, their heirs executors, legal representatives, successors and assigns, will, as to their separate interests, be bound by the provisions hereof; and the Developer will manage such interests pursuant to the terms and provisions of this Management Agreement, as the nature of such interests and the context hereof shall permit.

9. The terms, conditions, provisions and covenants set forth in this Management Agreement will be binding upon the Association and the Developer, and upon their successors and assigns, and will be deemed to be covenants running with the land described in Exhibit A.

10. The entire fiscal management of the Association will be governed solely by this Management Agreement during its term.

The Developer will not be liable to the Association or its members for any loss or damage not caused by the Developer's own gross negligence or willful misconduct; and the Association and its members will, and do hereby, indemnify and save harmless the Developer from any liability, costs and expenses arising from injury to any person or property upon or about any of the said condominiums from any cause whatever, unless such injury shall be caused by the Developer's own gross negligence or willful misconduct.

The Developer may install coin operated washing machines and drying machines, which will be owned by it, upon the condominium properties; and the proceeds received from any such installation will be the property of the Developer. It may also make agreements with individual condominium apartment owners to provide services not herein specified.

The invalidity of any term or provision of this Management Agreement, or of any part of any term or provision, will not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set forth their hands and seals.

Executed in the presence of:

KINGSWOOD, INCORPORATED,
a Florida corporation

GERALD R. BELL

By _____
Angela McLaughlin, President

BEATRICE B. SISSON Attest: _____
Robert McLaughlin, Secretary

KINGSWOOD ASSOCIATION #2 INC.,
a Florida corporation

GERALD R BELL

By _____
Angela McLaughlin, President

BEATRICE B SISSON Attest: _____
Robert McLaughlin, Secretary

STATE OF FLORIDA )
COUNTY OF [redacted] ) SS.
MARTIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ANGELA McLAUGHLIN and ROBERT McLAUGHLIN, respectively President and Secretary of KINGSWOOD, INCORPORATED, to me well known, and they acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgment to be the individuals described in and who executed the said instrument.

WITNESS my hand and seal this 7th day of JANUARY, 1974.

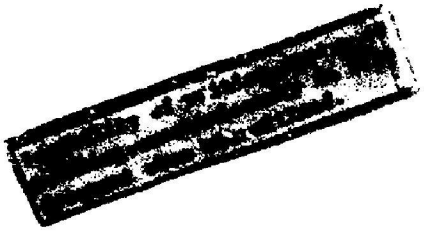
DONALD N. JOHNS
Notary Public
My commission expires: OCT. 8, 1976

STATE OF FLORIDA )
COUNTY OF MARTIN ) SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ANGELA MCLAUGHLIN AND ROBERT McLAUGHLIN, RESPECTIVELY President and Secretary of KINGSWOOD ASSOCIATION #2 INC., to me well known, and they acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgment to be the individuals described in and who executed the said instrument.

WITNESS my hand and seal this 7th day of January 1974.

DONALD K JOHNS
Notary Public
My commission expires 10/8/76



O.R. BOOK 411 PAGE 2404

The Northeast Quarter of the Southwest Quarter of Section 2, Township 38 South, Range 41 East, lying South of State Road A-1-A, Martin County, Florida: Less the Westerly 250' thereof

Less the following described parcels of land:

The East 300 feet (measured at right angles to the West line of the Northeast Quarter of the Southwest Quarter of Section 2, Township 38 South, Range 41 East) of that portion of the Northeast Quarter of the Southwest Quarter of Section 2, Township 38 South, Range 41 East,lying South of State Road A-1-A, Martin County, Florida.

Start at the Northeast corner of the Southwest one quarter of Section 2, Township 38 South, Range41 East, Martin County, Florida; Thence run South 0° 24' 40" West along the East line of said South west one quarter, a distance of 1331.68 feet; Thence run North 89° 29' 20" West a distance of 300 feet; Thence run North 0° 24' 40" East a distance of 907.24 feet; Thence run South 73° 28' 00" West a distance of 140.54 feet to the Point of Beginning; Thence continue to run South 73° 28' 00" West a distance of 100.42 feet; Thence run South 0° 24' 40" West a distance of 137.94 feet; Thence run North 73° 35' 20" East a distance of 100.84 feet; Thence run North 21° 41' 40" West a distance of 19.75 feet; Thence run North 68° 18' 20" East a distance of 40.28 feet; Thence run North 15° 46' 20" West a distance of 108.88 feet to the Point of Beginning.

Start at the Northeast corner of the Southwest Quarter of Section 2, Township 38 South, Range 41 East, Martin County, Florida; thence run South 00° 24' 40" West along the East line of said Southwest Quarter, a distance of 1331.68'; thence run North 89° 29' 20" West a distance of 939.44' to the point of beginning. Thence continue to run North 89° 29' 20" West a distance of 150'; Thence run North 00° 47' 10" East a distance of 236.54'; Thence run South 45° 30' East a distance of 206.67'; Thence run South 00° 24' 40" Wide a distance of 95' to the Point of Beginning.

Start at the Northeast corner of the Southwest Quarter of Section 2, Township 38South, Range 41 East, Martin County, Florida, Thence run South 00° 24' 40" West a distance of 1331.68; Thence run North 89° 29' 20" West a distance 650'; Thence run North 00° 24' 40" East a distance of 704' to the Point of Beginning; Thence continue to run North 00° 24' 40" East a distance of 20'; Thence run North 89° 35' 20" West a distance of 20'; Thence run South 89° 35' 20" East a distance of 20' to the Point of Beginning.



Land of Kingswood Condominium #2

BYLAWS

KINGSWOOD ASSOCIATION, [redacted] NO. 2, INC.

1. IDENTITY.

These are the Bylaws of KINGSWOOD ASSOCIATION, NO 2, INC., called Association in these Bylaws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which have been filed in the office of the Secretary of State. The Association has been organized for the purpose of operating condominiums established by KINGSWOOD, INCORPORATED, a Florida corporation, hereinafter called the Developer. The units of such condominiums will be apartments of various types.

1.1. The office of the Association will be at 2150 SOUTH East Ocean Boulevard, Stuart, Florida.

1.2. The fiscal year of the Association will be the calendar year.

1.3. The seal of the corporation will bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

2. MEMBERS' MEETINGS.

The members of the Association will be the owners of the apartments of said condominiums.

2.1. The annual members' meeting will be held at 1:30 P.M., Eastern Standard Time, on the 3rd [redacted] FRIDAY in March of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting will be held at the same hour on the same day that is not a legal holiday.

2.2. Special members' meetings will be held whenever called by the President or by a majority of the Board of Directors; and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

2.3. Notice of all members' meetings stating the time and place and the objects for which the meeting is called will be given by the President or Secretary or Assistant Secretary unless waived in writing. Such notice will be in writing to

each member at his address as it appears on the books of the Association and will be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing will be given by affidavit of the person giving the notice. Notice of a meeting may be waived before or after the meeting.

2.4. A quorum at members' meetings will consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present will constitute the acts of the members, except when approval by a greater number of members is required by the Declarations Of Condominium, the Articles of Incorporation or these Bylaws.

2.5. Voting.

a. The owner of each apartment will be entitled to one vote; and if one owner owns more than one apartment he will be entitled to one vote for each apartment owned.

b. If an apartment is owned by one person, his right to vote will be established by the record title to his apartment. If an apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment will be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary or Assistant Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment will be designated by a certificate signed by the President and attested by the Secretary of the corporation and filed with the Secretary or Assistant Secretary of the Association. Such certificates will be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner of an apartment. If such a certificate is not on file, the vote of such owners will not be considered in determining the requirement for a quorum nor for any other purpose.

2.6. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and will be valid only for the particular meeting designated in the proxy and must be filed with the Secretary or Assistant Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8. The order of business at annual members' meetings and as far as practical at other members' meetings, will be:

a. Election of chairman of the meeting
b. Calling of the roll and certifying of proxies
c. Proof of notice of meeting or waiver of notice



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d. Reading and disposal of any unapproved minutes
e. Reports of officers
f. Reports of committees
g. Election of Directors
h. Unfinished business
i. New business
j. Adjournment

2.9. Proviso. Provided however, that until the Developer elects to terminate its control of the Association, or until December 31, 1980, whichever first occurs, the proceedings of all meetings of members of the Association will have no effect unless approved by the Board of Directors.

3. DIRECTORS.

3.1. Membership. The affairs of the Association will be managed by a board of not less than three nor more than nine (9) directors, the exact number to be determined at the time of election.

3.2. Election of directors will be conducted in the following manner:

a. Election of directors will be held at the annual members' meetings.

b. A nominating committee of five (5) members will be appointed by the Board of Directors not less than 15 days prior to the annual members' meeting. The committee will nominate one person for each director then serving. Nominations for additional directorships created at the meeting will be made from the floor, and other nominations may be made from the floor.

c. The election will be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There will be no cumulative voting.

d. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members will be filled by the remaining directors.

e. Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created will be filled by the members of the Association at the same meeting.

f. Provided, however, that until the Developer elects to terminate its control of the Association, or until December 31, 1980, whichever first occurs, the first directors of the Association will serve; and, in the event of vacancies, the remaining directors will fill such vacancies and if there are no remaining directors, the vacancies will be filled by the Developer.

3.3. The term of each director's service will extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4. The organizational meeting of each newly-elected Board of Directors will be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected; and no further notice of such organizational meeting will be necessary.

3.5. Regular meetings of the Board of Directors may be held at such time and place as will be determined, from time to time, by a majority of the directors. Notice of regular meetings will be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

3.6. Special meetings of the directors may be called by the President and must be called by the Secretary or Assistant Secretary at the written request of one-third of the directors. Not less than three days' notice of the meeting will be given personally or by mail, telephone or telegraph, which notice will state the time, place and purpose of the meeting.

3.7. Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver will be deemed equivalent to the giving of notice.

3.8. A quorum at directors' meeting will consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present will constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declarations Of Condominium, the Articles of Incorporation or these Bylaws.

3.9. Adjourned meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.10. Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting will constitute the presence of such director for the purpose of determining a quorum.

3.11. The presiding officer of directors' meetings will be the chairman of the Board of Directors if such an officer has been elected; and if none, the President will preside. In the absence of the presiding officer, the directors present will designate one of their number to preside.

3.12. The order of business at directors' meetings will be:

a. Calling of roll
b. Proof of due notice of meeting
c. Reading and disposal of any unapproved minutes
d. Reports of officers and committees
e. Election of officers
f. Unfinished business
g. New business
h. Adjournment

3.13. Directors' fees will not be paid.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

All of the powers and duties of the Association will be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by apartment owners when such is specifically herein or elsewhere required.

5. OFFICERS.

5.1. The executive officers of the Association will be a President, who will be a director, a Secretary, a Treasurer, and an Assistant Secretary, all of whom will be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors from time to time will elect such other officers and designate their powers and duties as the Board of Directors shall find to be required to manage the affairs of the Association.

5.2. The President will be the chief executive officer of the Association. He will have all of the powers and duties usually vested in the office of President of an association, including but not limited to the powers to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.3. The Secretary will keep the minutes of all proceedings of the directors and the members. He will attend to the giving and serving of all notices to the members and directors and other notices required by law. He will have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He will keep the records of the Association, except those of the Treasurer, and will perform all other duties incident to the office of Secretary of the Association and as may be required by the directors or the President.

5.4. The Secretary will keep the minutes of all proceedings of the directors and the members. He will attend to the giving and serving of all notices to the members and directors and other notices required by law. He will have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He will keep the records of the Association, except those of the Treasurer, and will perform all other duties incident to the office of Secretary of the Association and as may be required by the directors or the President.



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5.5. The Treasurer will have custody of all property of the Association, including funds, securities and evidences of indebtedness. He will keep the books of the Association in accordance with good accounting practices; and he will perform all other duties incident to the office of Treasurer.

5.6. The Assistant Secretary in the absence or disability of the Secretary will perform the duties of the Secretary. He will also assist the Secretary generally and perform such other duties as shall be prescribed by the directors.

5.7. No compensation will be paid to officers of the Association.

6. FISCAL MANAGEMENT.

The separate condominiums established by the Developer upon the lands described in the Articles of Incorporation will, in fiscal matters, be managed as a single entity, but each condominium will pay its proportionate share of common expenses. However, such fiscal management will be governed by the provisions of any agreements made by the Association for the management and operation of the condominiums, during the terms of such agreements.

In the event such agreements are not made, or if they do not contain provisions for fiscal management, or at the termination of any such agreements, fiscal management will be as set forth in the Declarations of Condominium and these Bylaws, supplemented by the following:

6.1. Accounts. The receipts and expenditures of the Association will be credited and charged to such accounts as shall be appropriate. All expenditures will be common expenses.

6.2. Budget. The Board of Directors will adopt a combined budget for each fiscal year that will include the estimated funds required to defray current expenditures and to provide and maintain funds for any other accounts and reserves, according to good accounting practices.

Copies of the budget and proposed assessments will be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget will be furnished to each member.

6.3. Proviso. Provided, however, that until the Developer elects to terminate its control of the Association, or until December 31, 1980, whichever first occurs, the Board of Directors may omit from the budget all allowances for contingencies and reserves.

6.4. Assessments. Assessments against the apartment owners for their shares of the items of the budget will be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments will be due in equal monthly installments on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior assessment and monthly installments on such assess-

ment will be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors; and the unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made will be due in equal monthly installments on the first day of each month remaining in the year for which such amended assessment is made.

6.5. Acceleration of assessment installments upon default. If an apartment owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the apartment owner, and then the unpaid balance of the assessment will come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the apartment owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.6. Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses will be made only after notice of the need for such is given to the members. After such notice and upon approval by more than one-half of the members, the assessment will become effective, and it will be due after 30 days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

6.7. The depository of the Association will be such bank or banks as shall be designated from time to time by the directors and in which the moneys of the Association will be deposited. Withdrawals of moneys from such accounts will be only by checks signed by such persons as are authorized by the directors.

7. PARLIAMENTARY RULES.

Roberts' Rules of Order (latest edition) will govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

8. AMENDMENTS.

These Bylaws may be amended in the following manner:

8.1. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

8.2. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such

approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

a. not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

b. by not less than 80% of the votes of the entire membership of the Association; or

c. until the first election of directors, only by all of the directors; provided the amendment does not increase the number of apartments or alter the boundaries of the common elements.

8.3. Proviso. Provided, however, that no amendment will discriminate against any member, unless the member so affected shall consent; and no amendment will affect or impair the validity or priority of any mortgage covering any apartment, or affect or impair the rights of a lessor under any leases made by the Association.

The foregoing were adopted as the Bylaws of KINGSWOOD ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors.

Secretary

Approved:

President

# ARTICLES OF INCORPORATION

OF

KINGSWOOD ASSOCIATION NO. 2, INC.
(A Condominium Association)

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit, under Chapter 617, Florida Statutes, and certify as follows:

## ARTICLE 1

### Name

The name of the corporation will be KINGSWOOD ASSOCIATION NO. 2, INC. For convenience, the corporation will be referred to in this instrument as the Association.

## ARTICLE 2

### Purpose

2.1. The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, which is Chapter 711, Florida Statutes, for the operation of condominiums to be established by KINGSWOOD, INC., a Florida corporation, hereinafter called the Developer, or its assigns, upon parcels of land in Martin County, Florida.

The Developer, or its assigns, will offer the units of such condominiums for sale.

2.2. The Association will make no distributions of income to its members, directors or officers.

## ARTICLE 3

### Powers

The powers of the Association will include and be governed by the following provisions:

3.1. The Association will have all of the common law and statutory powers of a corporation not for profit that are not in conflict with the terms of these Articles.

3.2. The Association will have all of the powers and duties set forth in the Condominium Act and in Chapter

617, Florida Statutes, except as limited by these Articles and the Declarations of Condominium for the condominiums operated by the Association; and it will have all of the powers and duties reasonably necessary to operate said condominiums pursuant to their separate Declarations of Condominium, as they may be amended from time to time, including but not limited to the following:

A. To make and collect assessments against members to defray the costs, expenses and losses of the separate condominiums.

To use the proceeds of assessments in the exercise of its powers and duties.

C. To maintain, repair, replace and operate the condominium properties.

D. To purchase insurance for the condominium properties; and insurance for the protection of the Association and its members as condominium unit owners.

E. To reconstruct improvements after casualty and to further improve the condominium properties.

F. To make and amend reasonable rules and regulations respecting the use of the condominium properties.

G. To approve or disapprove the transfer, mortgage and ownership of condominium units as may be provided by the separate Declarations of Condominium and the Bylaws of the Association.

H. To enforce by legal means the provisions of the Condominium Act, the separate Declarations of Condominium, these Articles, the Bylaws of the Association and the Rules and Regulations for the use of the condominium properties.

I. To contract for the management, operation and maintenance of the condominiums, including their common elements, and of any recreational facilities leased to it; and to thereby delegate all powers and duties of the Association, except such as are specifically required to have approval of the Board of Directors or of the membership of the Association.

J. To lease such portions of the common elements of the condominiums as are susceptible to separate management and operation.

K. To enter into leases, as Lessee, whereby recreational facilities and lands upon which such facilities are or will be located are demised to the Association. Said leases may create liens upon the condominium properties, including all condominium units and they may require rent and other monies due thereunder to be common expenses of the condominiums.

L. To employ personnel to perform the services required for the proper management, operation and maintenance of the condominiums, including their common elements, and of any recreational facilities owned by it.

3.3. All funds, except such portions thereof as are expended for the common expenses of the condominium, and the titles of all properties will be held in trust for the members of the Association, in accordance with their respective interests under the separate Declarations of Condominium and in accordance with the provisions of these Articles of Incorporation and the Bylaws of the Association.

3.4. The powers of the Association will be subject to and will be exercised in accordance with the provisions of the separate Declarations of Condominium and the Bylaws of the Association.

## ARTICLE 4

### Members

4.1. The members of the Association will consist of all of the record owners of the condominium units in the condominiums; and after termination of any condominium will consist of those who were members of the terminated condominium at the time of such termination, their successors and assigns, and of the record owners of condominium units in the remaining condominiums.

4.2. After receiving approval of the Association, change of membership will be established by recording in the public records of Martin County, Florida, of a deed or other instrument establishing a record title to a condominium unit and by the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his condominium unit.

4.4. The owner of each condominium unit will be entitled to at least one (1) vote as a member of the Association. The exact number of votes to be cast by owners and the manner of exercising voting rights will be determined by the Bylaws of the Association.

## ARTICLE 5

### Directors.

5.1. The affairs of the Association will be managed by a board consisting of the number of directors determined by

the Bylaws of the Association, but by not less than three (3) directors; and in the absence of such determination the board will consist of three (3) directors. Directors need not be members of the Association.

5.2. Directors of the Association will be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided by the Bylaws of the Association.

5.3. The first election of directors will not be held until after the Developer, or its assigns, has closed the sales of all of the condominium units to be established by it upon lands in Martin County, Florida (as will be more specifically described in its Declarations of Condominium showing the Association as the operating entity), or until it elects to terminate its control of the Association, or until December 31, 1983, whichever first occurs. The directors named in these Articles will serve until the first election of directors and any vacancies in their number occurring before the first election will be filled by the remaining directors.

5.4. The names and residence addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

| | |
|---|---|
| ANGELA C. McLAUGHLIN | 2100 East Ocean Boulevard<br>Building 1, Apartment 5<br>Stuart, Florida 33494 |
| ROBERT W. McLAUGHLIN, JR. | 2100 East Ocean Boulevard<br>Building 1, Apartment 5<br>Stuart, Florida 33494 |
| NEAL JOHNS | 813 East 5th Street<br>Stuart, Florida 33494 |
| RUDOLF MAIRER | 1500A Palm City Avenue<br>Stuart, Florida 33494 |

## ARTICLE 6

The affairs of the Association will be administered by the officers designated in the Bylaws of the Association. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and will serve at the pleasure of the Board of Directors. The names and addresses of the officers who will serve until their successors are designated are as follows:

| | |
|---|---|
| President | ANGELA C. McLAUGHLIN<br>2100 East Ocean Boulevard<br>Building 1, Apartment 5<br>Stuart, Florida 33494 |
| Secretary | ROBERT W. McLAUGHLIN, JR.<br>2100 East Ocean Boulevard<br>Stuart, Florida 33494 |

| | |
|---|---|
| Assistant Secretary | NEAL JOHNS<br>813 East 5th Street<br>Stuart, Florida 33494 |
| Assistant Secretary | RUDOLF. MAIRER<br>1500A Palm City Avenue<br>Stuart, Florida 33494 |
| Treasurer | ROBERT W. McLAUGHLIN, JR.<br>2100 East Ocean Boulevard<br>Building 1, Apartment 5<br>Stuart, Florida 33494 |

## ARTICLE 7

## Indemnification

Every director and every officer of the Association will be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any matter or proceeding or any settlement of any matter or proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided that in the event of a settlement the indemnification will apply only when the Board of Directors approves such settlement and reimbursements being for the best interest of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

## ARTICLE 8

## Bylaws

The first Bylaws of the Association will be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by said Bylaws.

## ARTICLE 9

## Amendments

Amendments to these Articles of Incorporation will be proposed and adopted in the following manner:

9.1. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

9.2. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided:

A. Such approvals must be by not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

B. by not less than eighty percent (80%) of the votes of the entire membership of the Association; or

C. until the first election of directors, only by all of the directors.

9.3. Provided, however, that no amendment will make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium units; no amendment will make any changes in paragraph 5.3. of the Article 5 hereof, without the approval of the Developer; and no amendment will be made that is in conflict with the Condominium Act or the Declarations of Condominium.

9.4. A copy of each amendment will be certified by the Secretary of State, State of Florida, and will be recorded in the public records of Martin County, Florida.

## ARTICLE 10

This corporation shall have perpetual existence.
Term

The names and residence addresses of the subscribers of these Articles of Incorporation are as follows:

ANGELA C. McLAUGHLIN
2100 East Ocean Boulevard
Building 1, Apartment 5
Stuart, Florida 33494

ROBERT W. McLAUGHLIN, JR.
2100 East Ocean Boulevard
Building 1, Apartment 5
Stuart, Florida 33494

NEAL JOHNS
813 East 5th Street
Stuart, Florida 33494

RUDOLF MAIRER
1500A Palm City Avenue
Stuart, Florida 33494

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 13th day of December, 1973.

Angela C. McLaughlin

Angela C. McLaughlin

Robert W. McLaughlin Jr.

Robert W. McLaughlin, Jr.

Neal Johns

Neal Johns

Rudolf Mairer

Rudolf Mairer

STATE OF FLORIDA )
COUNTY OF MARTIN ) SS.

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, ANGELA C. McLAUGHLIN and she acknowledged to and before me that she executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal this 13 day of December, 1973.

Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 4, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA )
COUNTY OF MARTIN ) SS.

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, ROBERT W. McLAUGHLIN, JR. and he acknowledged to and before me that he executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal this 14 day of Dec., 1973.

Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT 8, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

O R BOOK 411 PAGE 2420

STATE OF FLORIDA )
COUNTY OF MARTIN ) SS.

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, NEALJOHNS and he acknowledged to and before me that he executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal this 13 day of December, 1973.

Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 9, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

STATE OF FLORIDA )
COUNTY OF MARTIN ) SS.

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, RUDOLF MAIRER and he acknowledged to and before me and he executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal this 13 day of December, 1973.

Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 4, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

FILED FOR RECORD
MARTIN CO. FLA.
'73 DEC 22 P 1:38
LOUIS ... ACS
CLERK CIRCUIT COURT
BY ... D.C.

O R BOOK 411 PAGE 2421

- 3 -

RECEIVED
MAY 14 2020
BY: M Kindel Clerk

# APPLICATION FOR INTERVENOR STATUS

| INFORMATION ABOUT THE PETITIONER | For Office Use Only |
|---|---|
| **APPLICATION FEE: $400.00 (LDR) 11.03.06** | |

**FILE NAME:** Stuart Ocean Townhomes Ordinance 2435-2020

**FIRST NAME:** Kingswood Association No. 3, Inc. **LAST NAME:**

**MAILING ADDRESS**

**STREET** **CITY** **STATE** **ZIP**

Jane Cornett, C/O Becker, 759 SW Federal Hwy., Ste. 213, Stuart, Florida 34994

**CONTACT INFORMATION**

**WORK PHONE** 772-403-8955 **EMAIL** jcornett@beckerlawyers.com

**CELL PHONE** 772-285-2709

## PETITIONER'S REPRESENTATIVE IF APPLICABLE

**FIRM/ORGANIZATION NAME:** Kingswood Association No. 3, Inc.

**FIRST NAME:** Jane **LAST NAME:** Cornett

**MAILING ADDRESS**

**STREET** **CITY** **STATE** **ZIP**

C/O Becker, 759 SW Federal Hwy., Ste. 213, Stuart, Florida 34994

**CONTACT INFORMATION**

**WORK PHONE** 772-403-8955 **EMAIL** jcornett@beckerlawyers.com

**CELL PHONE** 772-285-2709

**LIST OBJECTIONS TO BE INCLUDED IN AGENDA:**

My clients wish intervenor status at the City Commission meeting at which the application for rezoning and approval of a master site plan is sought by applicants HJA Design Studio and Pulte Homes Company, LLC, representing land owner Serragui Group Investments LLC for property abutting Kingswood Association No. 3, Inc.

**Signature:** **Date:** 5-14-2020

Jane L Cornett
Office Managing Shareholder
Board Certified Specialist, Condominium and
Planned Development Law
Phone: 772.403.8955 Fax: 772.286.2996
jcornett@beckerlawyers.com

Becker & Poliakoff
Royal Palm Financial Center
759 SW Federal Highway, Suite 213
Stuart, FL 34994

Becker

May 13, 2020

**By Hand Delivery**

City of Stuart
Office of the Clerk
Attn: Mary Kindel
121 SW Flagler Avenue
Stuart, FL 34994

Re: Intervenor Status

Dear Ms. Kindel:

Attached is our application for intervenor status for the City Commission meeting on May 26, 2020, along with a check from Kingswood Association No. 3., Inc. for $400.00. If there are any questions, feel free to contact the undersigned.

Sincerely,

Jane L. Cornett, Esq.

JLC/lgd
cc: Client

RECEIVED
MAY 14 2020
BY: MK Clerk

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

**Meeting Date:** 5/26/2020 **Prepared by:** Kev Freeman

**Title of Item:**

AMENDMENT TO CITY CODE OF ORDINANCES RELATING TO BUILDING REGULATIONS (RC):

ORDINANCE No. 2440-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE EXISTING CHAPTER 10 OF THE CITY OF STUART CODE OF ORDINANCES ENTITLED "BUILDINGS AND BUILDING REGULATIONS" TO ALIGN WITH STATE CODE; TO ENABLE ENFORCEMENT OF CONTRACTOR LICENSING AND TO ESTABLISH SAFETY PROVISIONS FOR STORM SHUTTERS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

**Summary Explanation/Background Information on Agenda Request:**

The amendments to Ch.10, Buildings and Building Regulations of the City Code of Ordinances are primarily required to align the code with changes in the building code, and state statutes. Other amendments include the energy efficiency portion and provisions for storm shutter installations to accommodate safety concerns from a public safety standpoint. Language is added to enable enforcement of contractor licensing.

The item was approved at First reading on May 11th, 2020.

**Funding Source:**

N/A

**Recommended Action:**

Motion to Approve at Second Reading

**ATTACHMENTS:**

| | Description | Upload Date | Type |
|---|---|---|---|
| 🗋 | Ord #2440-2020 | 4/21/2020 | DRAFT ORDINANCE |

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

**ORDINANCE NUMBER 2440-2020**

**AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE EXISTING CHAPTER 10 OF THE CITY OF STUART CODE OF ORDINANCES ENTITLED "BUILDINGS AND BUILDING REGULATIONS" TO ALIGN WITH STATE CODE; TO ENABLE ENFORCEMENT OF CONTRACTOR LICENSING AND TO ESTABLISH SAFETY PROVISIONS FOR STORM SHUTTERS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.**

* * * * *

**WHEREAS,** the purpose of this Code of Ordnances amendment is to amend Chapter10 and to and remove inconsistencies therein to align with State Statute and current changes in the building code; and

**WHEREAS,** the purpose of this Code of Ordinances Code amendment is to enable enforcement of contractor licensing; and

**WHEREAS,** the purpose of this Code of Ordinances Code amendment is to establish safety provisions for storm shutter installations; and

**WHEREAS,** the City Commission duly scheduled, advertised, and held a public hearing on May 11th, 2020 to consider this ordinance and provide for full public participation in the Code of Ordinances amendment process.

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

**SECTION 1:** The Stuart Land Development Code is hereby amended as set out below:

## Chapter 10 -BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. - IN GENERAL

Sec. 10-1. - Building permit fees.

Building permit fees and other fees required under the Florida Building Code shall be as currently established or as hereafter adopted by resolution of the city commission from time to time in appendix A to this Code.

(Code 1995, § 18-1; Ord. No. 1682, § 1, 7-12-1999; Ord. No. 1902, § 1, 12-9-2002; Ord. No. 2006, § 2, 11-8-2004; Ord. No. 2070, § 1, 5-8-2006; Ord. No. 2182-09, § 2, 7-13-2009)

Sec. 10-2. - ~~Sealed model charge.~~ Reserved

(a) ~~The city has prepared a three-dimensional sealed model of development in the downtown portion of the urban district. This model is a useful tool to evaluate a proposed development and its impact upon the community. From time to time the area included in the model will be expanded to include greater portions of the urban district.~~

~~(b) For planning purposes, it is necessary to maintain an accurate and current three-dimensional sealed model to enable city officials, developers, property owners, and the public to understand a proposed new development. Therefore, in addition to the development fees described in appendix A to this Code, an applicant for a development permit for development within the urban district shall pay a charge to the city for the preparation of an appropriate model change to represent the proposed development as currently established or as hereafter adopted by resolution of the city commission from time to time in appendix A to this Code.~~

(Code 1995, § 18-2; Ord. No. 1950, § 1, 9-22-2003)

Sec. 10-3. - Fees for additional inspections.

The city development department shall maintain a list of typical building inspections for each type of construction. While building permit fees set forth in appendix A to this Code are presumed to cover the cost of necessary building inspections; in the event additional inspections are deemed necessary by the building official for a particular method of construction, the reinspection fee set forth in appendix A to this Code shall be paid in advance for each additional inspection.

(Code 1995, § 18-3; Ord. No. 2006, § 2, 11-8-2004)

Sec. 10-4. - Building permit fees; estimates of value shall be based on the current International Code Council Valuation Table.

~~(a) Effective January 1 of each year for the purpose of calculating general construction building permit fees, the city development department shall annually publish the square foot value for new construction by categories of duplex, multifamily, office, commercial, and industrial structures. A square-foot value shall be published for construction of average quality and for construction of superior quality. The determined values shall reflect a selected average of the county property appraiser's most recent determination of assessed values for newly built structures.~~

~~(b) The building permit fee for a single-family house shall be based upon the number of inspections required at the amount as currently established or as hereafter adopted by resolution of the city commission from time to time in appendix A to this Code.~~

(Code 1995, § 18-4; Ord. No. 2006, § 2, 11-8-2004)

~~Sec. 10-5. Fire district.~~

~~(a) There is hereby established and created the fire district, which shall include that area within the city described in the land development regulations, zoning districts B-1, B-2, B-3, B-4 and I.~~

~~(b) When any property within the city is reclassified or rezoned as business district B-1, B-2, B-3, B-4 or I such property shall be immediately included in the fire district.~~

~~(c) All places of public assembly, regardless of zoning classification, shall be deemed to be within the fire district.~~

~~(d) No buildings shall be moved into the fire district or to another lot in the fire district unless it is of a type of construction permitted in the fire district; provided, however, that the city manager may grant a permit under section 10-119 to allow a building of Type VI construction to be moved into the fire district or to another lot in the fire district. (See section 1204 Regulations for moving buildings of the Florida Building Code, and sections 10-119 and 10-120 of this Code.)~~

~~(e) The occupancy of any building of type VI construction within the fire district may be changed from residential (R) occupancy, which includes only one- and two-family dwellings, to a nonresidential occupancy, only if the building to be so occupied is sprinklered for fire protection in accordance with the applicable provisions of the National Fire Protection Association's Standard for the Installation of Sprinkler Systems.~~

~~(e)~~(a) All new and newly renovated places of assembly, as defined in section 4-1 of the National Fire Protection Association Life Safety Code, regardless of its construction type and zoning, shall be provided with fire sprinkler protection in accordance with the applicable provisions of the National Fire Protection Association's Standard for the Installation of Sprinkler Systems.

~~(g) All new and newly renovated structures of commercial or residential occupancy which are constructed or located within ten feet of an existing structure of commercial or residential occupancy, regardless of its construction type and zoning, shall be provided with fire sprinkler protection in accordance with the applicable provisions of the National Fire Protection Association's Standard for the Installation of Sprinkler Systems.~~

(Code 1981, §§ 6-2, 6-3; Code 1995, § 18-28; Ord. No. 1638, § 1, 5-26-1998; Ord. No. 1666, § 3, 4-12-1999)

Sec. 10-6. - Efficient building development.

(a) *Purpose and intent.* The purpose and intent of this article is to establish programs and procedures that will help the city become a more sustainable community, by promoting the construction of energy

efficient buildings that meet the needs of a stable, diverse and equitable economy without compromising the ability of future generations to satisfy energy demands. This article establishes environmental goals for construction in the city by defining a certification-based building and development program with incentives, and by defining new measurement parameters and reporting criteria to track performance toward these environmental goals. The voluntary program adopted herein promotes economic and environmental health in the city through the design, construction, operation and deconstruction of structures, and by providing leadership in the private and public sectors for efficient building development practices, including resource efficiency and disaster mitigation. The City shall enforce the current version of the Florida Building Code, Energy Conservation.

(b) *Specific practices promoted and supported by this section are as follows:*

(1) Solar electric and Solar water heating projects

(a) Permits shall be issued at no fee
(b) Permits shall be issued within 3 days

(2) Protecting the quality of the air, water, land and other natural resources;

(3) Conserving native vegetation, wildlife and habitat;

(4) Minimizing human impacts on ecosystems, from the local to the global;

(5) Reducing greenhouse gas emissions by minimizing use of fossil fuels and chlorofluorocarbons (CFCs);

(6) Setting policies and practices to encourage service delivery innovations which promote environmental sustainability;

(7) Creating a sustainable jurisdiction by delivering renewable energy and energy-2 efficient projects, developing energy efficient buildings and water-thrifty landscapes, resource education, and utilizing recycling and environmentally sound solid-waste services;

(8) Establishing an efficient building program to:

a. Improve the economic and environmental health of the city through measurable objectives;

b. Track and analyze key indices to measure performance;

c. Attract city residents to achieve tiered efficiency designations;

~~d. Provide incentives and rebates for voluntary compliance;~~

d. Provide efficient building educational opportunities for the community;

e. Help the city meet its overall goal of reducing emissions, reducing energy needs, and reducing water consumption, consistent with the state initiative, "Conserve Florida."

(c) *Definitions.* The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

*Conserve Florida* means the name of a statewide water conservation effort collectively sponsored and operated by the water management districts and state department of environmental protection to develop and implement an accountable and measurable program to allow public water supply utilities to tailor cost-effective conservation programs to reflect their individual circumstances to achieve greater water-use efficiency.

*Current,* as in *current standard* means the standard, rule or law in place at the time an applicant submits a completed efficient development project application to the city development department.

*Deciduous trees* mean a tree(s) that drops all its leaves to survive a cold or dry season; not an evergreen tree.

*Efficient building* means a designation given to a building in the city that meets or exceeds, and is maintained to, the requirements of one of the efficiency tiers contained in this article or in the alternative, meets or exceeds, and is maintained to the standards required for certification by a recognized green building certifying agency.

*Efficient building development* means the process of environmentally sensitive, resource efficient, site selection, preparation, design, construction and operation of buildings.

*Efficient building program or the program* means the city's point system and incentives for efficient building construction and development as set forth in this article.

*Efficient construction* means any project associated with the creation, development or erection of any building or structure eligible for the city's efficient building development program; or in the alternative, certified by a recognized green building certifying agency.

*Efficient development* means a building or structural development using land use planning concepts that include consideration of community-wide or regional environmental standards of development, as well as site-specific efficient building concepts. This includes city planning, environmental planning, architecture and community building. Efficient development is consistent with constructing buildings and landscapes in a more environmentally friendly manner. It is efficient development that helps to improve air and water quality, reduce greenhouse gas emissions and enhance the natural environment.

*Evergreen tree* means a tree(s) with needles or leaves that remain alive and on the tree through the winter and into the next growing season; sometimes coniferous.

*Florida yard and neighborhoods* means the University of Florida Extension Service program that encourages homeowners and professionals to create and maintain "Florida-friendly" landscapes that protect the natural environment for future generations. The program consists of nine components indicating how to locate the right plant in the right place, water efficiently, fertilize appropriately, mulch, attract wildlife, manage pests responsibly, recycle, reduce storm water runoff and protect the waterfront.

*High efficiency heat, ventilation, and air conditioning (HVAC) filter* means a filter with the ability to stop particles of dust and other airborne contaminants from passing through. The higher the filter efficiency the better the filters will be at stopping dust, pollen and other particulates.

*Independent* or *independent of the city* means not employed by, or acting as agents of, the city.

*Program certification* means the final designation awarded to a program participant for satisfying all requirements associated with the program for a particular project.

*Program participant* or *participant* means any person or entity seeking program certification for a particular project; or alternatively obtaining certification through a recognized green building certifying agency.

*Project* means construction associated with the creation, development or erection of any building or buildings, or any development eligible for the program, and shall include new development, renovation development and may include minor building retrofitting or renovations.

*Project application form* means the form prepared by the city development director to be completed and submitted to the city by a participant indicating a desire to have a specific project considered under the program.

*Recognized green building certifying agency* means a firm or organization, including but not limited to the U.S. Green Building Coalition (LEED), the Florida Green Building Council (FGBC), the National Association of Home Builders (NAHB-ICC700), or other green building agency which designates high efficient building standards (and certifies projects) which are at least as stringent as those adopted by the city for this program. The city is not a recognized green building certifying agency.

*Unit* or *dwelling unit* means an individual dwelling unit or residence permitted according to the Florida Building Code (FBC).

*Volatile organic compound (VOC)* means a building construction or maintenance product such as a sealant, adhesive, paint or cleaner that contains VOCs. A low-VOC or zero-VOC refers to product that according to industry standards has very low or no volatile organic compounds in its formulation.

(d) *Administration; implementation.* The efficient building program shall be administered by the city development director, or designee, who shall at a minimum, be responsible for performing the following:

(1) Encouraging community participation in this program;

(2) Developing appropriate or necessary application procedures, including a program application form;

(3) Writing policies and procedures for staff implementation of the program which do not conflict with this section;

(4) Providing certificates for participation in the program;

~~(5) Providing a rebate to any program participant who has successfully satisfied the program requirements.~~

~~(e) *Applicability.* The program shall apply to all building and development projects, except government projects which are required to comply with green building requirements as provided by state law. The program shall be entirely voluntary and incentive based.~~

~~(f) *Efficient building program.* The program shall be comprised of the following sub-elements:~~

~~(1) New residential construction;~~

~~(2) Residential construction retrofitting or remodeling;~~

~~(3) New commercial or other non-residential construction; and~~

~~(4) Existing commercial or other non-residential construction.~~

~~(g) *Efficient building standards.* In addition to the state building code's minimum standards, the program, including each sub-element, shall be administered using the efficient building standards developed by the city. In order to qualify for the program, a participant shall meet or exceed the point system set forth below:~~

**~~Point Values for Use in the City's Efficient Building Development Program~~**

**~~Residential Development~~**

| **~~Energy~~** | *~~Points~~* |
|---|---|
| ~~Deciduous trees shading south side of building~~ | ~~1 each~~ |
| ~~Deciduous trees shading east and west of building~~ | ~~1 each~~ |

| | |
|---|---|
| ~~Washer and dryer outside of conditioned space~~ | ~~1~~ |
| ~~Tank-less water heater~~ | ~~2~~ |
| ~~18 SEER or greater A/C system~~ | ~~2~~ |
| ~~Photovoltaic system~~ | ~~5~~ |
| ~~Pre-plumb for solar hot water~~ | ~~1~~ |
| ~~Solar hot water system~~ | ~~2~~ |
| ~~Insulate all hot water pipes~~ | ~~1~~ |
| ~~**Water**~~ | |
| ~~High efficiency dual-flush or single flush toilets (all toilets ≤ 1.28 gpf)~~ | ~~2~~ |
| ~~All fixtures meet or exceed Florida Water Star™ designation~~ | ~~5~~ |
| ~~Rainwater harvesting system installed with dedicated use~~ | ~~2~~ |
| ~~**Landscaping**~~ | |
| ~~Drought-tolerant turf, with no turf in densely shaded areas~~ | ~~2~~ |
| ~~Sixty percent, 80 percent, 100 percent, of plants/trees from drought-tolerant list and compatible with local environment~~ | ~~2—4~~ |
| ~~Florida-friendly landscape (plants that are native to Florida)~~ | ~~2~~ |
| ~~**Health**~~ | |
| ~~Detached garage/carport or air barrier between living space and garage~~ | ~~2~~ |
| ~~No air handler or ducts in garage, unless insulated space~~ | ~~1~~ |
| ~~Zero-VOC paints, stains, and finishes~~ | ~~2~~ |
| ~~"Healthy" insulation~~ | ~~1~~ |
| ~~Protect ducts, range hood, and bath exhaust fans during construction~~ | ~~1~~ |
| ~~Integrated pest management plan~~ | ~~3~~ |
| ~~Central vacuum system installed with exhaust outdoor~~ | ~~1~~ |
| ~~Energy star® bath fans with timer or humidistat~~ | ~~1~~ |
| ~~Kitchen range hood vented to exterior~~ | ~~1~~ |
| ~~High efficiency heat, ventilation, and air conditioning (HVAC) filter~~ | ~~1~~ |
| ~~**Materials**~~ | |
| ~~Recycled content roof material~~ | ~~1~~ |
| ~~Recycled content siding or soffit material~~ | ~~1~~ |
| ~~Steel interior studs~~ | ~~1~~ |
| ~~Eco-friendly flooring material~~ | ~~1~~ |
| ~~Resource efficient wall system with integral insulation~~ | ~~3~~ |
| ~~Implement job site waste management (number of items implemented)~~ | ~~2—4~~ |

| | |
|---|---|
| Large overhangs (eave and gables at least 24 inches) | 1 |
| Siding and exterior trim primed all sides | 1 |
| Plants and turf minimum of three feet from foundation | 1 |
| Shutters on southern and western exposure (Bahama, Plantation, etc.) | 1 |
| Spray foam attic insulation | 2 |
| **Disaster mitigation** | |
| Safe room | 2 |
| Adhesive applied to roof sheathing | 2 |
| **Chemical soil treatment avoided** | |
| Alternative state building code approved method of foundation protection | 10 |

-

**Commercial Development**

| **Energy** | Points |
|---|---|
| Design (measured in five percent increments) beginning with 15 percent more efficient than state building code requirements | 1—12 |
| Install a tank-less water heater | 2 |
| Pre-plumb for solar hot water | 1 |
| Install a solar water system | 2 |
| **Water conservation and usage** | |
| Landscape (measured in ten percent increments) with 20 percent drought tolerant plants | 1—4 |
| All plants, turf and irrigation lines minimum three feet from building exterior | 1 |
| Florida-friendly landscape designation | 2 |
| Reduce potable water consumption for irrigation on minimum of 50 or 75 percent of area irrigated | 1—2 |
| Irrigation system to use no potable water or have no permanent system | 4 |
| Rainwater harvesting system installed with dedicated use | 2 |
| Reduce potable water usage by at least 25 percent (measured in five percent increments) for flush fixtures | 1—3 |
| **Site Development** | |
| Any type of in-fill development | 1 |
| Project is within ¼ mile of public transportation | 1 |
| Provide securing locations for bicycles, and showers and changing rooms for five percent of total occupants | 2 |
| Preferred parking for three percent of the parking capacity for the use of alternate fuel vehicles, including hybrid vehicles | 1 |

| | |
|---|---|
| Charging stations for electric vehicles | 2 |
| Exceed minimum zoning requirements for open space by 25 percent (30 percent total) | 1 |
| No net increase in storm water runoff from pre-development conditions to post-development | 2 |
| Provide energy star certified roofing material (mininum 75 percent of roof area) | 2 |
| **Health** | |
| Systems shall be designed to monitor ($CO_2$) within the building | 1 |
| Indoor environmental quality shall be protected during construction | 2 |
| Zero VOC paints, stains, and finishes | 2 |
| All carpet and carpet products meet the carpet and rug institute green label certification | 1 |
| All composite wood and agrifiber products will contain no added urea-formaldehyde | 1 |
| All insulation products will be free of formaldehyde | 1 |
| Pest protection from a non-toxic integrated system | 1 |
| Provide a central dehumidification system | 1 |
| Provide natural daylight to 50 to 75 percent of interior spaces | 1 – 2 |
| **Materials** | |
| Project must have infrastructure for recycling: paper, cardboard, glass, plastics, and metal | 2 |
| Renovation project shall maintain 50 percent (25 percent increments) of existing shell (not including windows and doors) | 1 – 3 |
| Project must divert a minimum of 50 percent or 75 percent of all construction waste from landfill | 1 or 2 |
| Recycled content roof material | 1 |
| Recycled content siding or soffit material | 1 |
| Spray-on expanding foam | 2 |
| Project to purchase 20 percent (based on cost) of materials from a 700-mile radius from project site | 1 |

**Minimum Required Points for Incentives and Rebates**

(1) *New single, duplex and multi-family residential projects:*

| Certification Level | Minimum Points Required |
|---|---|
| Tier 1 | 75 |
| Tier 2 | 55 |
| Tier 3 | 35 |

(2) *Remodeling of existing single family and duplex homes:*

| Certification Level | Minimum Points Required |
|---|---|
| Tier 1 | 75 |
| Tier 2 | 55 |
| Tier 3 | 35 |

(3) *New commercial, industrial or other non-residential buildings:*

| Certification Level | Minimum Points Required |
|---|---|
| Tier 1 | 80 |
| Tier 2 | 70 |
| Tier 3 | 60 |
| Tier 4 | 50 |

(4) *Existing commercial, industrial or other non-residential buildings:*

| Certification Level | Minimum Points Required |
|---|---|
| Tier 1 | 60 |
| Tier 2 | 50 |
| Tier 3 | 40 |
| Tier 4 | 30 |

(g) *Project review.*

(1) A program participant shall be bound by the point system designated for a particular sub-element at the time of application, unless the program participant requests to be certified under a more current version of the program. Sub-element participation reviews shall be accomplished by the participant submitting information regarding each point being sought and department staff designee reviewing the information for accuracy, completeness and relevance. If there is a dispute over the point value of a participant submittal, the decision of the department director shall be binding on all parties. A person may apply for program certificate up to 60 months following the date of C/O. However, no rebates shall be awarded retroactively.

(2) A program participant may alternately elect to participate in and receive certification from a recognized green building certifying agency. Any participant who elects to certify using a recognized certifying agency shall receive credit within the city program at a tier appropriate to the level certified. If the certification by the certifying agency exceeds the city's tier 1, then the city's certificate shall note that appropriately.

(h) *Incentives, rebates and awards.* The program shall include incentives, rebates and awards designed to encourage the use of the program.

Incentive credits shall be granted subject to full documentary evidence being provided to the satisfaction of the development director. Point credits can be provided prior to or along with an application for building permits, or may be submitted not later than one year after the issuance of a certificate of occupancy. The city requires a meeting with the program applicant for the purposes of reviewing the application, and confirming an agreement, that the minimum required points will be or have been incorporated into the project and will be maintained in perpetuity, subject to the following:

(1) For the purpose of allowing the orientation of a building to take full benefit of available natural resources, and to accommodate architectural variation and innovation, an administrative variance may be granted concurrently to a site permit subject to the requirements of section 10.02.11 of the Land Development Regulations as amended.

(2) For the purpose of further expediting site plan permitting and building construction permitting review for projects and developments that qualify as "efficient building projects" in accordance with the requirements of rebate and incentive tables contained herein, and which have successfully completed an application review with building official and development staff designee, the developer shall receive written confirmation that the project meets or does not meet the city's qualification requirements for efficient building development and shall be furnished an anticipated expedited review timeline, within two working days of the application review.

(3) The following plan review incentives are approved:

a. Building permit applications for new single family and duplex residential buildings shall be processed within three business days. All such applications shall be accompanied by the appropriate building and efficient building development program application form.

b. Building permit applications for the renovation development or remodeling of existing single family or duplex residential buildings shall be processed within two business days. All such applications shall be accompanied by the appropriate building and efficient building development program application form.

c. Building permit applications for new commercial, industrial, and other nonresidential buildings shall be processed in three business days. All such applications shall be accompanied by the appropriate building and efficient building development program application form.

d. Building permit applications for renovation of existing commercial, industrial and other non-residential buildings shall be processed in five business days. All such applications shall be accompanied by the appropriate building and efficient building development program application form.

e. Plumbing permit applications for new solar or tankless water heating shall be processed within two business days. All such applications shall be accompanied by the appropriate building and efficient building development program application form.

f. Electric permit applications for new solar electric systems shall be processed within two business days. All such applications shall be accompanied by the appropriate building and efficient building development program application form.

*Rebates:*

To receive a program rebate, all work shall be completed as approved.

(1) A rebate of permitting and plan review fees shall be in accordance with the tier level achieved by the project. The funding of this program is subject to an annual appropriation by the city commission, and shall consist of the rebate percentage provided in table below.

**Project Rebate Rates**

| Type of Construction | Permit Fee Rebate % | | Plan Review Rebate % |
|---|---|---|---|
| New single-family or duplex residential | Tier 1 | 100% | 100% |
| | Tier 2 | 60% | 60% |
| | Tier 3 | 50% | 50% |
| | Tier 4 | 40% | 40% |
| Renovation of existing residential | Tier 1 | 100% | 100% |
| | Tier 2 | 60% | 60% |
| | Tier 3 | 50% | 50% |
| | Tier 4 | 40% | 40% |
| New commercial | Tier 1 | 60% | 60% |
| | Tier 2 | 40% | 40% |
| | Tier 3 | 30% | 30% |
| | Tier 4 | 20% | 20% |
| Renovation of existing commercial | Tier 1 | 60% | 60% |
| | Tier 2 | 40% | 40% |
| | Tier 3 | 30% | 30% |
| | Tier 4 | 20% | 20% |
| **Residential Replacement Upgrades** | **Rebate Amount** | | |
| Solar or tank-less water heating | $200.00 | | |
| Photovoltaic electric system | $500.00 | | |
| HVAC replacement 16 SEER or higher | $500.00 | | |
| Energy star rated windows and doors | $100.00 each. | | |

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*Program awards.*

(1) The "meritorious efficient building award." For the purpose of publicly recognizing commitment to efficient building and development, and the efficient building program, the city development director shall provide for an award certificate called the "meritorious efficient building award" to be awarded by the city to each program participant who satisfactorily completes a project, as certified by the building official, and indicating the tier level achieved by the project.

~~(2) The "outstanding efficient development award." Periodically, and based upon merit, the city commission, upon the recommendation of the city manager, shall provide a special recognition award to those participants, design professionals, contractors, suppliers, or others, who make a significant contribution to this program by doing any of the following:~~

~~a. Contributing or donating significant reusable building materials to non-profit local building organizations;~~

~~b. Contributing or donating significant hours of professional time for the future development of the program;~~

~~c. Demonstrating an outstanding concern for green development by teaching, writing, or facilitating programs, seminars, meetings, or publications for participants or professionals;~~

~~d. Make some other recognizable, lasting, outstanding contribution to the green building movement.~~

~~A recommendation for this award may be initiated by a city employee or by a member of the public, and shall be on a form specified for this purpose by the development director. A completed recommendation form shall be reviewed for completeness and sufficiency by an ad hoc committee of city staff and at least one independent person, and may include the building official, and the city development director. Thereafter, the ad hoc committee shall make a recommendation to the city manager regarding the award. If the city manager agrees that an award should be made, it shall be scheduled for consideration by the city commission.~~

(i) *Education; training and program review.*

(1) The development director, using or reflecting on programs presented by state green building council, the National Association of Home Builders or United States Green Building Council, or other recognized green building certifying agency, shall see to the conduct of at least one training workshop per year for the purpose of educating the public and city staff, including potential or current program participants, about the program.

(2) Whenever feasible, the city manager shall make a city meeting space available for efficient building programs offered by non-profit organizations that are of a general nature (not product specific).

(3) City development staff are encouraged to attend at least six hours of building efficiency or green building training a year.

(4) The development director shall provide for a staff review of the program to determine the need for changes in the program to increase its effectiveness. The city development director shall review standards from time-to-time, and make recommendations to the city manager and city commission for updates or revisions, as needed.

(Ord. No. 2241-2012, § 1, 3-26-2012; Ord. No. 2374-2018 , § 1, 6-25-2018)

Secs. 10-7—10-25. - Reserved.

ARTICLE II. - ADMINISTRATION OF FLORIDA BUILDING CODE[2]

Footnotes:

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**State Law reference**— Florida Building Code, F.S. § 553.73.

Sec. 10-26. - Purpose.

The city enforces the Florida Building Code as required by state law. The purpose of this article is to provide for the administration of the Florida Building Code as amended by the city in this article.

(Code 1995, § 18-341; Ord. No. 1906, § 1, 12-9-2002)

Sec. 10-27. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abandon* or *abandonment* means the termination of a construction project by a contractor without just cause or proper notification to the owner including the reason for termination, or the failure of a contractor to perform work without just cause for 90 days, or the failure to obtain an approved inspection within 180 days from the previous approved inspection.

*Appraised value* means either 120 percent of the assessed value of a structure as assessed by the county property appraiser or the value of a structure as established by a certified appraiser.

*Assessed value* means the value of real property and improvements thereon as assessed by the county property appraiser.

*Authorized agent* means a person specifically authorized by the holder of a certificate of competency to obtain permits in his stead.

*Basic wind speed ~~line~~ ~~means the basic wind speed line for 140 miles per hour.~~* As determined by geographic location as indicated on the Applied Technology Council (ATC) website, or by using the appropriate Figure, such as 1609.3(1), as contained in the Florida Building Code.

*Board* means the county board of adjustment and appeals, unless otherwise specifically stated.

*Building component* means an element or assembly of elements integral to or part of a building.

*Building shell* means the structural components that completely enclose a building, including, but not limited to, the foundation, structural frame, floor slabs, exterior walls and roof system.

*Building system* means a functionally related group of elements, components or equipment, such as the electrical, plumbing and mechanical systems of a building.

*Certificate of competency* or *certificate* means an official document evidencing that a person is qualified to engage in the business of contracting, subcontracting or the work of a specific trade.

*Certificate of experience* means an official document evidencing that an applicant has satisfied the work experience requirements for a certificate of competency.

*Certificate of occupancy* or *C.O.* means an official document evidencing that a building satisfies the requirements of the city for occupancy.

*Certification* means the act or process of obtaining a certificate of competency from the state or county through the review of the applicant's experience and financial responsibility as well as successful passage of an examination.

*Certified contractor* means any contractor who possesses a certificate of competency issued by the department of business and professional regulation of the state.

*Change of occupancy* means a change from one building code occupancy classification or subclassification to another building code occupancy classification or subclassification.

*Code* means the Florida Building Code including the amendments thereto set forth in this article.

*Commercial building* means any building, structure, improvement or accessory thereto, other than a one- or two-family dwelling or other residential building.

*Cumulative construction cost* means the sum total of costs associated with any construction work done to a building or structure either at one time or at different times within a specified period of time.

*Demolition* means the act of razing, dismantling or removing a building or structure, or portion thereof, to the ground level.

*Examination* means an exam prepared, proctored and graded by a recognized testing agency unless otherwise implied in context or specifically stated otherwise.

*FCILB* means the Florida Construction Industry Licensing Board.

*Imminent danger* means structurally unsound conditions of a structure or portion thereof that is likely to cause physical injury to a person entering the structure, or due to structurally unsound conditions, any portion of the structure is likely to fall, be carried by the wind, or otherwise detach or move, and in doing so cause physical injury or damage to a person on the property or to a person or property nearby, or the condition of the property is such that it harbors or is inhabited by pests, vermin, or organisms injurious to human health, the presence of which constitutes an immediate hazard to people in the vicinity.

*Inspection warrant* means a court order authorizing the official or a designee to perform an inspection of a particular property named in the warrant.

*Intensification of use* means an increase in capacity or number of units of a residential or commercial building.

*Interior finish* means the preparation of interior spaces of a commercial building for the first occupancy thereof.

*Licensed contractor* means a contractor certified by the state or the county who has satisfied all state or local requirements to be actively engaged in contracting.

*Month* means a calendar month.

*Owner's agent* means a person, firm or entity authorized in writing by the owner to act for or in place of the owner.

*Permit* means an official document authorizing performance of a specific activity regulated by the code and the land development regulations.

*Permit card* or *placard* means a document issued by the city evidencing the issuance of a permit and recording of inspections.

*Qualifying agent, primary,* means a person who possesses the requisite skill, knowledge, experience and certificate of competency, and has the responsibility to supervise, direct, manage, and control the contracting activities of the business organization with which he is associated, who has the responsibility to supervise, direct, manage and control construction activities on a job for which he has obtained a permit, and whose technical and personal qualifications have been determined by investigation and examination and are evidenced by his possession of a certificate of competency.

*Qualifying agent, secondary,* means a person who possesses the requisite skill, knowledge, experience and certificate of competency, and has the responsibility to supervise direct, manage and control construction activities on a job for which he has obtained a permit, and whose technical and personal qualifications have been determined by investigation and examination and are evidenced by his possession of a certificate of competency.

*Reciprocity* means the acceptance of a verified affidavit from any municipality or county of the state that the applicant has satisfactorily completed a written examination in its jurisdiction equal in content with the examination required by the Florida Building Code.

*Registered contractor* means a contractor who has registered with the department of business and professional regulation of the state pursuant to fulfilling the competency requirements of the local jurisdiction.

*Registration* means the act or process of registering a locally obtained certificate of competency with the state, or the act or process of registering a state issued certificate of competency with the city.

*Remodeling* means work which changes the original size, configuration or material of the components of a building.

*Residential building* means any one- or two-family building or other residential building and buildings accessory thereto.

*Roofing* means the installation of roof coverings.

*Spa* means any constructed or prefabricated pool containing water jets.

*Specialty contractor* means a contractor whose services do not fall within the categories specified in F.S. § 489.105(3).

*Stop work order* means an order by the building official which requires the immediate cessation of all work and work activities described in the order.

*Structural component* means any part of a system, building or structure, loadbearing or nonloadbearing, which is integral to the structural integrity thereof, including, but not limited to, walls, partitions, columns, beams and girders.

*Structural work* or *structural alteration* means the installation or assembling of new structural components into a system, building or structure and includes any change, repair or replacement of any existing structural component of a system, building or structure.

*Substantial completion* means the completion of the construction work to the point where the improvement can be occupied or used for its intended use.

*Year* means a calendar year, unless a fiscal year is indicated.

(Code 1995, § 18-343; Ord. No. 1906, § 1, 12-9-2002)

Sec. 10-28. - General provisions.

(a) *Warranties and liabilities.* The inspection or permitting of any building, system or plan by the city under the requirements of the Florida Building Code shall not be construed as a warranty of the physical condition of such building, system or plan or their adequacy. Neither the city nor any employee thereof shall be liable in tort for damages for any defect or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting, unless the employee is found to have acted in bad faith or with malicious purpose in a manner exhibiting wanton and willful disregard of the safety, health and welfare of the public.

(b) *Rules of construction.* The rules set out in this article shall be observed, unless such construction is inconsistent with the manifest intent of the code and this article.

(c) *Delegation of authority.* Whenever a provision of the Florida Building Code requires the building official or some other officer or employee to do some act or perform some duty, it is to be construed to authorize the building official or other officer to designate, delegate and authorize professional level

subordinates to perform the required act or duty unless the terms of the provision or section specify otherwise.

(Code 1995, § 18-342; Ord. No. 1906, § 1, 12-9-2002)

Sec. 10-29. - Powers and duties of the building official.

(a) *Generally.* The building official is hereby authorized and directed to enforce the provisions of the Florida Building Code, as amended in this article. The building official shall have the authority to render interpretations of the Florida Building Code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of the Florida Building Code and shall not have the effect of waiving any of its requirements.

(b) *Right of entry.* Whenever necessary to make an inspection to enforce any of the provisions of the Florida Building Code, or whenever the building official has reasonable cause to believe that there exists in any building or upon any premises any condition or Florida Building Code violation which makes such building, structure, premises, electrical, gas, mechanical or plumbing system unsafe, dangerous or hazardous, the building official may enter such building, structure or premises at all reasonable times to inspect the same or to perform any duty imposed upon the building official by the Florida Building Code. If such building or premises is occupied, the building official shall first present proper credentials and request entry. If such building, structure, or premises is unoccupied, the building official shall first make a reasonable effort to locate the owner or other person having charge or control of such and request entry. If entry is refused, the building official shall have recourse to every remedy provided by law to secure entry. When the building official shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other person having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the building official for the purpose of inspection and examination pursuant to the Florida Building Code.

(c) *Stop work orders.* Upon notice from the building official, work on any building, structure, electrical, gas, mechanical or plumbing system that is being done contrary to the provisions of the Florida Building Code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed, if any. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work but shall do so as soon as reasonably practicable.

(d) *Revocation of permits.* The building official is authorized to suspend or revoke a permit issued under the provisions of the Florida Building Code wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation or any provisions of the Florida Building Code or of the land development regulations.

(1) *Misrepresentation of application.* The building official may revoke a permit or approval, issued under the provisions of the Florida Building Code, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

(2) *Violation of code provisions.* The building official may revoke a permit upon determination that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued, is in violation of, or not in conformity with, the provisions of the Florida Building Code.

(3) *Violation of the city's land development regulations.* The building official may revoke a permit upon determination that the construction, erection, alteration, repair, moving, demolition,

installation, or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of the land development regulations.

(e) *Requirements not covered by code.* Any requirements necessary for the strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by the code or by the other technical codes, shall be determined by the building official.

(f) *Timely completion of construction projects.* A permit must be picked up within 60 days of approval. If the first required building inspection is not obtained within 90 days of the permit's issuance, the building official shall require the permit holder to explain the delay and to provide a written timeframe for the completion of the work based on the project's required schedule of inspections. If the permit holder thereafter fails to obtain the first required inspection within 120 days of the permit's issuance, the building official may place a stop work order on the project, and thereafter, may, subject to appeal as provided herein, void the permit upon a determination that there has been a lack of progress or abandonment. In the event a permit is voided, any work which has been commenced or completed shall be removed from the building site. The site shall be placed into a condition similar to that which existed prior to the issuance of the permit, except that no site shall be left in a condition such that a city code violation shall exist.

(g) Expired permits. A permit will expire if a passed inspection has not been done within 180 days after the first passed inspection. Once a permit has expired an application for a new permit must be filed. Failure to obtain a new permit will require any work which has been commenced or completed to be removed from the building site. The site shall be placed into a condition like that which existed prior to the issuance of the permit, except that no site shall be left in a condition such that a city code violation shall exist.

(Code 1995, § 18-344; Ord. No. 1906, § 1, 12-9-2002; Ord. No. 2305-2015, § 1, 5-11-2015 )

Sec. 10-30. - Permits.

Permit application specifications for hazardous occupancies. The building official may require the following:

(1) *General site plan.* A general site plan drawn at a legible scale, which shall include, but not be limited to, the location of all buildings, exterior storage facilities, water mains and fire hydrants, permanent accessways, evacuation routes, parking lots, internal roads, chemical loading areas, equipment and sanitary sewer accesses, emergency equipment and adjacent property uses. The exterior storage areas shall be identified with hazard classes and the maximum quantities per hazard class of hazardous materials stored. Digital "as-builts" at state plane coordinates shall be provided to the city development department prior to final certificate of occupancy and shall be a condition of issuance of the certificate of occupancy.

(2) *Building floor plan.* A building floor plan drawn to a legible scale, which shall include, but not be limited to, all hazardous materials storage facilities within the building and shall indicate rooms, doorways, corridors, exits, fire-rated assemblies with their hourly rating, location of liquid-tight rooms, and evacuation routes. Each hazardous materials storage facility shall be identified on the plan with the hazard classes and quantity range per hazard class of the hazardous materials stored. Digital "as-builts" shall be provided to the city development department prior to final certificate of occupancy and shall be a condition of issuance of the certificate of occupancy.

(3) *Public right-of-way.* A permit shall not be issued by the building official for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the application for right-of-way permits from the authority having jurisdiction over the street, alley or public lane has been approved.

(4) *Demolition permits.* Permits issued for the demolition of a building or structure shall expire 60 days from the date of issuance. For a justifiable cause, one extension of time for a period not exceeding 30 days may be allowed in the sole discretion of the building official. A request therefor shall be made in writing to the building official.

(Code 1995, § 18-345; Ord. No. 1906, § 1, 12-9-2002)

Sec. 10-31. - Private review and inspection providers.

(a) *Plan review and building permit issuance.*

(1) ~~At the sole discretion of the building official~~, Per FS 553.791 ~~a construction project owner may, with the approval of the building official, engage a private provider of plan review services to review plans for compliance with the code and other applicable laws of the city~~. The fee owner may elect to use a private provider to provide plan review or required building inspections, or both. However, if the fee owner or the fee owner's contractor uses a private provider to provide plan review, the building official, in his or her discretion and pursuant to duly adopted policies of the local enforcement agency, may require the fee owner or the fee owner's contractor to use a private provider to also provide required building inspections. An acknowledgment from the fee owner in substantially the following form must be submitted:

*I have elected to use one or more private providers to provide building code plans review and/or inspection services on the building or structure that is the subject of the enclosed permit application, as authorized by s. 553.791, Florida Statutes. I understand that the local building official may not review the plans submitted or perform the required building inspections to determine compliance with the applicable codes, except to the extent specified in said law. Instead, plans review and/or required building inspections will be performed by licensed or certified personnel identified in the application. The law requires minimum insurance requirements for such personnel, but I understand that I may require more insurance to protect my interests. By executing this form, I acknowledge that I have made inquiry regarding the competence of the licensed or certified personnel and the level of their insurance and am satisfied that my interests are adequately protected. I agree to indemnify, defend, and hold harmless the local government, the local building official, and their building code enforcement personnel from any and all claims arising from my use of these licensed or certified personnel to perform building code inspection services with respect to the building or structure that is the subject of the enclosed permit application.*

*1(a) The private provider plan review does not include Fire, public works, and zoning review. They must be completed by the appropriate City departments and be submitted prior to the building code review submission and the start of the 20 day time limit for issuance of the permit.*

The private provider shall be licensed as an engineer under F.S. ch. 471, Engineering; licensed as an architect under F.S. ch. 481: part I, Architecture, interior design and landscape architecture, or licensed pursuant to F.S. ch. 468: part XII, Building code administrator and inspectors; and F.S. ch. 489, Contracting. The City of Stuart, the building official, and the building code enforcement personnel shall be immune from liability to any person or party for any action or inaction by a fee owner of a building, or by a private provider or its duly authorized representative, in connection with building code inspection services as authorized in this act.

(2) Upon submittal of a completed building permit application prepared by a private provider, the building department shall issue a building permit within ~~30~~ 20 business days. ~~The building official~~

~~will have the option to review the plans within the 30-business-day period, and approve or reject the plans if needed to comply with code requirements. Upon resubmittal of the plans, five days shall be added to the days remaining from the initial 30-day period. Should be the time expire, the building permit shall be issued the next business day.~~ If the building official provides a written notice of plan deficiencies to the permit applicant within the prescribed 20-day period, the 20-day period shall be tolled pending resolution of the matter. To resolve the plan deficiencies, the permit applicant may elect to dispute the deficiencies pursuant to FS 553.791 or to submit revisions to correct the deficiencies.

(b) *Required inspections.*

(1) ~~At the discretion of the building official, a construction project~~ A fee owner may engage a private provider of construction inspection services. The private provider shall be licensed as an engineer under F.S. ch. 471, Engineering; licensed as an architect under F.S. ch. 481, Architecture, interior design and landscape architecture, or licensed pursuant to F.S. ch. 468: part XII, Building code administrators and inspectors; ~~and F.S. ch. 489, Contracting.~~

(2) ~~For quality assurance purposes~~, The private provider shall notify the local building official of any scheduled inspection required by the code on the business day prior to scheduled inspection. This notification should occur prior to the cutoff time designated by the city for scheduling inspection. ~~The city may provide a building inspector to participate in the inspection but the inspection shall not be delayed if a city inspector is not available~~.

(3) Upon conclusion of each required inspection, the private provider shall post the results of the inspection at the project site immediately, and must report the result of the inspection to the city within two business days. Records of each completed required inspection shall be maintained at the project site at all times. The private provider must use forms established and approved by the City.

(4) Upon completion of all required inspections, the private provider shall submit a certificate of compliance to the local building department.

(5) Upon receipt of a completed application for a certificate of occupancy, the building department shall have two business days to issue the certificate, or provide written notice detailing deficiencies.

(Code 1995, § 18-346; Ord. No. 1906, § 1, 12-9-2002)

Sec. 10-32. - Fees.

(a) *Types of fees enumerated.* The city will establish fees for building permits, plan examinations, certificates of competency, application fees, renewal fees, inspection fees, reinspection fees, applications for variances, administrative appeals, and other land use related applications from time to time.

(b) *Building permit valuations.* If an application for a building permit or other city land development approval includes a valuation of an improvement that in the opinion of the building official is not accurate, the building permit or other city land development approval may be withheld by the city until the represented value of the improvement is satisfactorily confirmed by appraisal or other appropriate means. The building official may require that the valuation include the components of the estimated total cost of the improvement in terms of structural, electrical, gas, mechanical, plumbing equipment and other systems. The building official may require that the valuation be divided for materials and labor. The building official may refer to the most recently published "Residential Cost Handbook," published by Marshall & Swift or building valuation data published by the International Code Council.

(Code 1995, § 18-347; Ord. No. 1906, § 1, 12-9-2002)

Sec. 10-33. - Inspections.

(a) *Existing building inspections.* Before issuing a building permit, the building official may examine an existing building, electrical, gas, mechanical, or plumbing systems for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install, or change the occupancy. The building official shall inspect all buildings, structures, electrical, gas, mechanical, and plumbing systems, from time to time, during and upon completion of work for which a permit was issued. The building official shall make a record of every such examination and inspection and of all violations of technical codes.

(b) *Manufacturers and fabricators.* The building official may make an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the code and of applicable technical codes.

(c) *Inspection service.* The building official may make the inspections required by section 105 of the code. The building official may accept reports of city inspectors, independent inspectors or of recognized inspection services, provided that after investigation he is satisfied as to their licensure, qualifications and reliability. A certificate required by any provision of the code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the building official. The building official shall ensure that all persons making such inspections shall be certified in accordance with F.S. ch. 468.

(d) *Buildings.*

(1) *Foundation inspection.* A foundation inspection will be made after trenches are excavated and forms erected and shall at a minimum include the stem-wall, monolithic slab-on-grade, piling and pile caps, and footers and grade beams building components.

(2) *Slab inspection.* A slab inspection will be made after the reinforcement is in place, all concealed conduit, piping, ducts and vents are installed, and the electrical, plumbing and mechanical work is complete. The slab shall not be poured until all required inspections have been made and passed.

(3) *Framing inspection.* A framing inspection will be made after the roof, all framing, fire blocking, and bracing is in place and all concealed wiring, all pipes, chimneys, ducts and vents are complete. The framing inspection shall include the window and door framing and installation, vertical cells and columns, inter tie beams, framing trusses, bracing connectors, draft stopping and fire blocking, curtain wall framing, energy insulation and accessibility building components.

(4) *Insulation.* An insulation inspection will be made after the framing inspection is approved and the insulation is in place.

(5) *Sheathing inspection.* A sheathing inspection will be made either as part of a dry-in inspection or separately at the request of the contractor after all roof and wall sheathing and fasteners are complete. The sheathing inspection shall at a minimum include the roof sheathing, sheathing fasteners, and roof and wall dry-in building components. Sheathing fasteners installed and found to be missing the structural member such as "shiners" shall be removed and properly reinstalled prior to the installation of the dry-in material.

(Code 1995, § 18-348; Ord. No. 1906, § 1, 12-9-2002)

Sec. 10-34. - Site debris.

The contractor and owner of any active or inactive construction project shall be responsible for the cleanup and removal of all construction debris or any other miscellaneous discarded articles prior to

receiving final inspection approval. Construction job sites must be kept clean, such that accumulation of construction debris will not remain on the property for a period of time exceeding 14 days. A construction dumpster or other method as determined by the Building Official shall be used to contain debris.

(Code 1995, § 18-349; Ord. No. 1906, § 1, 12-9-2002)

Sec. 10-35. - Tests.

For products not covered under the statewide product evaluation and approval system that are proposed to be used for a single use application, the building official may require tests or test reports as proof of compliance. Required tests are to be made at the expense of the owner by an approved testing laboratory or other agency acceptable to the building official.

(Code 1995, § 18-350; Ord. No. 1906, § 1, 12-9-2002)

Sec. 10-36. - Violations and penalties.

Any person, firm, corporation or agent who fails to comply with any provision of the code, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system, in violation of a detailed statement or drawing submitted and permitted thereunder, shall be guilty of a municipal ordinance violation. Each such person shall be considered guilty of a separate offense for each and every day or portion thereof during which a violation of any of the provisions of the code is committed or continued. Upon conviction of any such violation such person shall be punished within the limits as provided by law and local ordinance.

(Code 1995, § 18-351; Ord. No. 1906, § 1, 12-9-2002)

Secs. 10-37—10-55. - Reserved.

ARTICLE III. - PROPERTY MAINTENANCE CODE

Sec. 10-56. - Application of article.

(a) *Scope.* The provisions of this article shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

(b) *Intent.* This article shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare in so far as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

(c) *Transfer of ownership.* It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of or encumber such dwelling unit or structure without compliance with the provisions of section 26-29.

(d) The most current version of the International Property Maintenance Code shall be the referenced standard.

(Code 1995, § 18-302; Ord. No. 2156-08, § 1(18-302), 4-14-2008)

Sec. 10-57. - Historic buildings.

A historic building shall be maintained in compliance with this article unless the required maintenance will alter the historical character of the building. The determination of the city development director regarding compliance with the article to a historic building may be appealed to the city magistrate within 30 days of the written rendering of such determination by filing the written notice of same with the city clerk. No historic building shall be occupied which is not a safe building as required by this chapter.

(Code 1995, § 18-303; Ord. No. 2156-08, § 1(18-303), 4-14-2008)

Sec. 10-58. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abandoned* means having been given up and deserted (see also "abandoned property" as described in section 20-49, pertaining to definitions.

*Approved* means approved by the code official.

*Basement* means that portion of a building which is partly or completely below grade.

*Bathroom* means a room containing plumbing fixtures including a bathtub or shower.

*Bedroom* means any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit.

*Building* means any structure built for support, shelter, or enclosure for any occupancy or storage.

*Code official* means the official who is charged with the administration and enforcement of this article, or any duly authorized representative.

*Condemn* means to adjudge unfit for occupancy.

*Dwelling unit* means a single unit or rental unit within a building or portion of a building providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.

*Easement* means that portion of real property reserved or granted for present or future use by any person or entity other than the fee simple title owners of the property. The easement shall be permitted for purpose and use under, on or above said real property, as otherwise specified in the granting or reserving instrument.

*Exterior property* means the outdoor open space on a premise.

*Extermination* means the control and elimination of insects, rats or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food; by poison spraying, fumigating, trapping or by any other approved pest elimination methods.

*Garbage* means animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

*Guard* means a building component, or a system of building components located at or near the open sides of elevated walking surfaces that minimize the possibility of a fall from the walking surface to a lower level; includes railings walls or fences.

*Habitable space* means any area in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

*Housekeeping unit* means a room or group of rooms forming a single habitable space equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

*Imminent danger* means a condition which could cause serious human or animal injury or death, at any time.

*Infestation* means the presence of insects, rats, vermin or other pests within or around any structure or premises.

*Inoperable motor vehicle* means a vehicle which cannot be driven upon the public streets because the vehicle is unregistered or has no license tag, is wrecked, abandoned, or incapable of moving under its own power.

*Labeled devices* means equipment, appliances, or materials to which has been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and by whose label the manufacturer attests to compliance with applicable nationally recognized standards.

*Let for occupancy* or *to let* means to permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rental unit, rooming unit, building, premise or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

*Motor vehicle* means a vehicle or conveyance which is self-propelled or designed to be pulled or towed by a self-propelled vehicle and designed to travel along the ground, and includes, but is not limited to, automobiles, buses, mopeds, motorcycles, trucks, tractors, go-carts, golf carts, campers, motorhomes, recreational vehicles, trailers, all-terrain vehicles, airplanes and watercraft.

*Nuisance* means any of the following conditions:

(1) Any "public nuisance" known at common law or in equity jurisprudence.

(2) Any "attractive nuisance" which may prove detrimental to children whether in a building, on the premises of a building, or upon an unoccupied lot including but not limited to an abandoned well shaft, swimming pools, dismantled or wrecked vehicles or parts thereof, basements, excavations, abandoned refrigerators, a structurally unsound fence or other structure, and lumber, trash, debris or vegetation.

(3) Whatever is dangerous to human life or is detrimental to health as determined by the proper environmental authority.

(4) The overcrowding of a room or building with occupants.

(5) Insufficient ventilation or illumination in a room or building.

(6) Inadequate or unsanitary sewage or plumbing facilities in a building.

(7) An unclean premise as determined by the proper code authority.

(8) Any substance that renders air, food or drink unwholesome or detrimental to the health of human beings as determined by the proper code authority.

(9) Any place or premises used on more than two occasions within the past 12 months as the site of the unlawful sale or delivery of controlled substances.

(10) Any condition that causes appreciable harm or material detriment to the property values of surrounding properties.

(11) Any condition likely to harbor rats, vermin or other animals the existence of which may cause a hazard to human health.

(12) Unsecured openings including but not limited to broken windows and doors in a structure which invites entry by unauthorized persons.

*Occupancy* means the purpose for which a building or portion thereof is utilized or occupied.

*Occupant* means any individual living or sleeping in a building or having possession of a space within a building.

*Openable area* means that part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

*Operator* means any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

*Owner* means any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

*Parts.* Whenever the words "dwelling unit," "rental unit, "dwelling," "premises," "building," "rental unit," "rooming house," "rooming unit" "housekeeping unit" or "story" are stated in this article, they shall be construed as though they were followed by the words "or any part thereof."

*Person* means an individual, corporation, partnership or any other group acting as a unit.

*Portable storage containers* means a box-like metal container transported by truck to a desired location for drop off. The container is moved to the ground and back by hydraulic metal framework or similar device. Commonly accepted names of these storage containers is PODS, an acronym for "portable on-demand storage." The maximum allowable size for this type container in R-1 and R-2 residential districts is 130 square feet with an average length not to exceed 16 feet.

*Premises* means a lot, plot or parcel of land, easement or public way, including any structures thereon.

*Public way* means any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

*Rental unit* means a single dwelling unit within a building or portion of a building providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation which is for rent, lease or hire.

*Rooming unit* means any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

*Rooming house* means a building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

*Rubbish* means combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

*Sleeping unit* means a room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both such rooms and spaces that are also part of a dwelling unit are not sleeping units.

*Soil stabilization* means the prevention of soil erosion or dust control, due to building demolition, lot restoration or other earth disturbance, and by planting of sod or other methods approved by the development director not more than seven days after such completion.

*Strict liability offense* means an offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited or failed to do an act which the defendant was legally required to do.

*Structure* means that which is built or constructed or a portion thereof.

*Tenant* means a person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

*Toilet room* means a room containing a water closet or urinal but not a bathtub or shower.

*Ventilation* means the natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

*Vessel* is synonymous with "boat" as referenced in section 1(b), article VII of the state constitution and includes every description of watercraft, barge, and airboat, other than a seaplane on the water, used or capable of being used as a means of transportation on water.

*Workmanlike* means executed in a skilled manner (e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work).

*Unsafe Structure* means one that is found to be dangerous to the life, health, property or safety the public or occupants of the structure by not providing the minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

*Yard* means an open space located in front, side or rear on the same lot with a structure as determined by the city land development code.

(Code 1995, § 18-304; Ord. No. 2156-08, § 1(18-304), 4-14-2008)

Sec. 10-59. - Occupancy of certain buildings, dwelling units and rooming houses.

(a) It shall be unlawful for any person to occupy or permit to be occupied any building or portion of a building, dwelling unit or rooming house which is not free of all sanitary nuisances defined in F.S. ch. 386.

(b) It shall be unlawful for any person to occupy or permit to be occupied any building or portion of a building, dwelling unit or rooming house which is not free of all nuisances defined in section 10-58.

(Code 1995, § 18-305; Ord. No. 2156-08, § 1(18-305), 4-14-2008)

Sec. 10-60. - Buildings; prohibited occupancy.

It shall be unlawful for any person to occupy or permit to be occupied any building or portion of a building which is not maintained in accordance with the provisions of this article.

(Code 1995, § 18-306; Ord. No. 2156-08, § 1(18-306), 4-14-2008)

Sec. 10-61. - Maintenance of structures, equipment and exterior property.

(a) *Scope.* The provisions of this section shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior of all residential and commercial property.

(b) *Responsibility.* The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this article. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this section. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

(c) *Vacant structures and land.* All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein, including soil stabilization so as not to cause a blighting problem or adversely affect the public health or safety.

(d) *Sanitation.* All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

(e) *Grading and drainage.* All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon. All rain gutter down spout and roof discharge water must be directed in a manner not to cause water accumulation or create flooding conditions to abutting properties. This requirement shall not apply to required retention areas.

(f) *Sidewalks and driveways.* All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained free from hazardous conditions.

(g) *Rodent harborage.* All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent infestation. (See also section 10-64(a), pertaining to extermination of infestations.)

(h) *Exhaust vents.* Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

(i) *Accessory structures.* All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

(j) ~~*Reserved*~~ *. Exterior property and storage prohibited:*

*1) General storage, of materials shall be located entirely within an enclosed building or screened from view of the surrounding properties with a sight obscuring fence and/ or landscaping, except as otherwise required by this Code.*

*(2) No accumulation or storage of the following materials shall be located within any required front yard, side yard or carport that is visible from public view:*

*(a) Solid waste, rubbish, white goods (washers, dryers, refrigerators, other appliances), mattresses, household furniture typically not for outdoor use, scrap lumber, metals, concrete pieces and concrete block, glass, tires, machinery, auto parts, construction materials and equipment, paint cans and buckets, dead flora potted or un-potted, play gym equipment, merchandise, and landscape equipment*

(k) *Defacement of property.* No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any

marking, carving or graffiti. It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

(l) *Temporary storage containers, pertaining to residential use.*

(1) All portable on-demand storage containers must be of an approved type such as pods, etc. Special "emergency disaster pods" are not permitted for storage and are only to be used in prescribed areas that are designated by federal, state, or local emergency management authorities.

(2) Truck beds or truck bodies are considered not to be approved storage containers and therefore not permitted for use in either commercial or residential zoning districts.

(3) A permit is required and will expire within six months of issue. An extension may be granted on a case by case basis, not to exceed 12 consecutive months and is limited to only one container per residence, placed on the premise's driveway; only.

(m) *Exterior structure.*

(1) *Generally.* The exterior of a structure shall be maintained in good repair, structurally sound, and sanitary so as not to pose a threat to the public health, safety or welfare.

(2) *Protective treatment.* All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition and free from mold and mildew. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and watertight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

(3) *Structural members.* All structural members shall be maintained free from deterioration and shall be capable of safely supporting the imposed dead and live loads.

(4) *Foundation walls.* All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

(5) *Exterior walls.* All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration and must be free from loose materials subject to becoming projectiles under high wind conditions.

(6) *Roofs and drainage.* The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance. Roofs must be and free from loose materials subject to becoming projectiles under high wind conditions.

(7) *Temporary coverings.* Temporary or emergency roof covering, tarps and the like must be removed within 12 months from the event causing damage; it being the intent of this section that damaged roofs be repaired or replaced within the same time period.

(8) *Decorative features.* All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe

condition and free from loose materials subject to becoming projectiles under high wind conditions.

(9) *Overhang extensions.* All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

(10) *Stairways, decks, porches and balconies.* Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

(11) *Chimneys and towers.* All chimneys, cooling towers, smokestacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

(12) *Handrails and guards.* Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

(13) *Window, skylight and door frames.* Every window, skylight, door and frame shall be kept in sound condition, good repair and weathertight.

a. *Glazing.* All glazing materials shall be maintained free from cracks and holes.

b. *Openable windows.* Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

(14) *Insect screens.*

a. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

b. Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

(15) *Doors.* All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with NFPA-1.

(16) *Basement hatchways.* Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water. Basement hatchways that provide access to a dwelling unit, rooming unit or housekeeping unit let shall be equipped with devices that secure the units from unauthorized entry.

(17) *Guards for basement windows.* Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.

(18) *Doors.* Doors providing access to any dwelling unit, rooming unit or housekeeping unit shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a lock throw of not less than one inch (25 mm). Such deadbolt locks shall be installed according to the

manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

(19) *Windows.* Operable windows located in whole or in part within six feet (1,828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.

(20) Storm shutter regulations.

(1) Protection from windborne debris is encouraged for all structures certified for occupancy in the city. Storm shutters, or hurricane protection devices, shall be designed and installed in conformance with the Florida Building Code in effect at the time such hurricane protection was permitted by the building department of the City of Stuart.

(2) Except during the period from June 1st through November 30th each calendar year, hurricane protective devices are not permitted to be in the closed/secured position, unless there is a hurricane or tropical storm watch outside of the designated hurricane season. Placement of storm shutters during the allowed period shall be as provided in subsection (3), below.

(3) Storm shutter placement. Hurricane protective devices that impede egress, light, and/or ventilation in a closed/secured position on occupied buildings must be removed no later than fourteen (14) days after the termination of a hurricane event (watch, warning, or actual hurricane or tornado) Exceptions:

(a) Unoccupied vacant / part-time residents will be permitted to hang shutters during the time of vacancy except for the front windows in public view. Upon return, occupants must remove shutters within fourteen (14) days. Plywood shutters are to be painted to match structure.

(b) A hurricane or tropical storm watch occurs in the fourteen (14) day period, at which point the fourteen (14) day period begins anew the day after the hurricane or tropical storm conditions have subsided; or

(c) Hurricane or tropical storm watch conditions are predicted to occur within forty-eight (48) hours after the fourteenth day; or

(d) The structure is used for residential purposes, but no person is in residence.

(4) After 14 days a notice will be issued giving 5 additional days to remove the shutters or a schedule 2 fine as stated in 26-30 will be levied.

(Code 1995, § 18-307; Ord. No. 2156-08, § 1(18-307), 4-14-2008; Ord. No. 2226-2011, § 1, 9-12-2011; Ord. No. 225-2013, § 1, 2-25-2013; Ord. No. 2261-2013, § 1, 2013)

Sec. 10-62. - Interior structure.

(a) *Generally.* The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

(b) *Structural members.* All structural members shall be maintained structurally sound and be capable of supporting the imposed loads.

(c) *Interior surfaces.* All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

(d) *Stairs and walking surfaces.* Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

(e) *Handrails and guards.* Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

(f) *Interior doors.* Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

(Code 1995, § 18-307; Ord. No. 2156-08, § 1(18-307), 4-14-2008)

Sec. 10-63. - Rubbish and garbage.

(a) *Accumulation of rubbish or garbage.* All exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

(b) *Disposal of solid waste.* Every occupant of a structure shall dispose of all solid waste in a clean and sanitary manner as prescribed in chapter 34, article II, pertaining to collection and disposal.

(Code 1995, § 18-307; Ord. No. 2156-08, § 1(18-307), 4-14-2008; Ord. No. 2225-2013, § 1, 2-25-2013)

Sec. 10-64. - Extermination.

(a) *Infestation.* All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent ~~reinfestation~~. infestation.

(b) *Owner.* The owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure.

(c) *Single occupant.* The occupant of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for extermination on the premises.

(d) *Multiple occupancy.* The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall be responsible for extermination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant shall be responsible for extermination.

(e) *Occupant.* The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure, except where the infestations are caused by defects in the structure, the owner shall be responsible for extermination.

(Code 1995, § 18-307; Ord. No. 2156-08, § 1(18-307), 4-14-2008)

Sec. 10-65. - Light, ventilation and occupancy limits.

(a) *Generally.*

(1) *Scope.* The provisions of this section shall govern the minimum conditions and standards for light, ventilation and space for occupying a structure.

(2) *Responsibility.* The owner of the structure shall provide and maintain light, ventilation and space conditions in compliance with these requirements. A person shall not occupy as owner-occupant, or permit another person to occupy, any premises that do not comply with the requirements of this section.

(3) *Alternative devices.* In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the Florida Building Code or Florida Existing Building Code shall be permitted.

(b) *Light.*

(1) *Habitable spaces.*

a. Every habitable space shall have at least one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be eight percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than three feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

b. Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least eight percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 square meters). The exterior glazing area shall be based on the total floor area being served.

(2) *Common halls and stairways.* Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 square meters) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9,144 mm). In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of one foot-candle (11 lux) at floors, landings and treads.

(3) *Other spaces.* All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

(c) *Ventilation.*

(1) *Habitable spaces.*

a. Every habitable space shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area required in.

b. Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least eight percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 square meters). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

(2) *Bathrooms and toilet rooms.* Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces as required by, except that a window shall not be required in

such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated.

(3) *Cooking facilities.*

a. Cooking shall not be permitted in any rooming unit or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the rooming unit or dormitory unit.

b. Exceptions: Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

(4) *Process ventilation.* Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust ventilation system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space. Paint booths and other industrial processes have additional requirements as provided by law.

(5) *Clothes dryer exhaust.* Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted to the exterior in accordance with the manufacturer's instructions and installed with noncombustible materials compliant to the Florida Fire Prevention, Building and Existing Building Codes.

(d) *Occupancy limitations.*

(1) Privacy. Dwelling units, hotel units, housekeeping units, rooming units and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

(2) Minimum room widths. A habitable room, other than a kitchen, shall not be less than seven feet (2,134 mm) in any plan dimension. ~~Kitchens shall have a clear passageway of not less than three feet (914 mm) between counter fronts and appliances or counter fronts and walls.~~

(3) a. Minimum ceiling heights. Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a clear ceiling height of not less than seven feet (2,134 mm).

b. Exceptions. In one- and two-family dwellings, beams or girders spaced not less than four feet (1,219 mm) on center and projecting not more than six inches (152 mm) below the required ceiling height.

(4) Basement rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a ceiling height of not less than six feet eight inches (2,033 mm) with not less than six feet four inches (1,932 mm) of clear height under beams, girders, ducts and similar obstructions.

(5) Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a clear ceiling height of at least seven feet (2,134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of five feet (1,524 mm) or more shall be included.

(6) Bedroom and living room requirements. Every bedroom and living room shall comply with all applicable code requirements.

(7) Room area. ~~Every living room shall contain at least 120 square feet (11.2 square meters) and every bedroom shall contain at least 70 square feet (6.5 square meters).~~ Minimum room area shall be 70 sq. ft.

(8) Access from bedrooms.

a. Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.

b. Exception: Units that contain fewer than two bedrooms.

(9) Water closet accessibility. Every bedroom shall have access to at least one water closet and one lavatory without passing through another bedroom. Every bedroom in a dwelling unit shall have access to at least one water closet and lavatory located in the same story as the bedroom or an adjacent story.

(10) Prohibited occupancy. Kitchens and uninhabitable spaces shall not be used for sleeping purposes.

(11) Other requirements. Bedrooms shall comply with the applicable provisions of this article including, but not limited to, the light, ventilation, room area, ceiling height and room width requirements of this section; the plumbing facilities and water-heating facilities requirements; and electrical receptacle requirements of section 10-67; and the smoke detector and emergency escape requirements of section 10-68, pertaining to fire safety requirements.

(12) Overcrowding. The number of persons occupying a dwelling unit shall not create conditions that, in the opinion of the code official, endanger the life, health, safety or welfare of the occupants.

(13) Efficiency unit. Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

a. A unit occupied by not more than two occupants shall have a clear floor area of not less than 220 square feet (20.4 square meters). A unit occupied by three occupants shall have a clear floor area of not less than 320 square feet (29.7 square meters).

b. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than 30 inches (762 mm) in front. Light and ventilation conforming to this article shall be provided.

c. The unit shall be provided with a separate bathroom containing a water closet, lavatory and bathtub or shower.

d. The maximum number of occupants shall be three.

e. Food preparation. All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

(Code 1995, § 18-309; Ord. No. 2156-08, § 1(18-309), 4-14-2008)

Sec. 10-66. - Plumbing facilities and fixture requirements.

(a) *Generally.*

(1) *Scope.* The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided and comply with the Florida Plumbing Code and Florida Existing Building Code.

(2) *Responsibility.* The owner of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any structure or premises which does not comply with the requirements of this section.

(b) *Required facilities.*

(1) *Dwelling units.* Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

(2) *Rooming houses.* At least one water closet, lavatory and bathtub or shower shall be supplied for each four rooming units.

(3) *Hotels.* Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each ten occupants.

(4) *Employees' facilities.* A minimum of one water closet, one lavatory and one drinking facility shall be available to employees.

(5) *Drinking facilities.* Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in toilet rooms or bathrooms.

(c) *Toilet rooms.*

(1) *Privacy.* Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared bathrooms and toilet rooms in a multiple dwelling.

(2) *Location.* Toilet rooms and bathrooms serving hotel units, rooming units or dormitory units or housekeeping units, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

(3) *Location of employee toilet facilities.*

a. Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

b. Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

(4) *Floor surface.* In other than dwelling units, every toilet room floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

(d) *Plumbing systems and fixtures.*

(1) *Generally.* All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

(2) *Fixture clearances.* Plumbing fixtures shall have adequate clearances for usage and cleaning.

(3) *Plumbing system hazards.* Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, inadequate venting, cross connection, back-siphonage improper installation, deterioration or damage or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

(e) *Water system.*

(1) *Generally.* Every building and dwelling unit sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a metered public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot and cold running water in accordance with the Florida Plumbing Code and this Code of Ordinances.

(2) *Contamination.* The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

(3) *Supply.* The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

(4) *Water heating facilities.* Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 110 degrees Fahrenheit (43 degrees Celsius). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

(5) *System installation compliance.* All installations must comply with city utilities and building code requirements.

(f) *Sanitary drainage system.*

(1) *Generally.* All plumbing fixtures shall be properly connected to a public sewer system when available or to an approved private sewage disposal system.

(2) *Maintenance.* Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

(g) *Storm drainage.*

(1) Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance, or as otherwise prohibited by law.

(2) All drainage systems must be approved by the city public works department.

(Code 1995, § 18-310; Ord. No. 2156-08, § 1(18-310), 4-14-2008)

Sec. 10-67. - Mechanical and electrical requirements.

(a) *Generally.*

(1) *Scope.* The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

(2) *Responsibility.* The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises which does not comply with the requirements of this section.

(b) *Heating facilities.*

(1) *Facilities required.* Heating facilities shall be provided in structures as required by this section as applicable.

(2) *Residential occupancies.* Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68 degrees Fahrenheit (20 degrees Celsius) in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality indicated in the Florida Plumbing Code. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.

(3) *Heat supply.* Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period to maintain a temperature of not less than 68 degrees Fahrenheit (20 degrees Celsius) in all habitable rooms, bathrooms, and toilet rooms.

(4) *Occupiable workspaces.*

a. Indoor occupiable workspaces shall be supplied with heat to maintain a temperature of not less than 65 degrees Fahrenheit (18 degrees Celsius) in spaces that are occupied.

b. Exceptions:

1. Recreational vehicles parked on residential property can be provided with temporary electrical power to run refrigeration and air conditioning for environmental purposes only. No habitation is permitted.

2. Processing, storage and operation areas that require cooling or special temperature conditions.

3. Areas in which persons are primarily engaged in vigorous physical activities.

(5) *Room temperature measurement.* The required room temperatures shall be measured three feet (914 mm) above the floor near the center of the room and two feet (610 mm) inward from the center of each exterior wall.

(c) *Mechanical equipment.*

(1) *Mechanical appliances.* All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed according to manufacturers specifications and maintained in a safe working condition, and shall be capable of performing the intended function.

(2) *Removal of combustion products.*

a. All fuel-burning equipment and appliances shall be connected to an approved chimney or vent.

b. Exception: Fuel-burning equipment and appliances which are labeled for unvented operation.

(3) *Clearances.* All required clearances to combustible materials shall be maintained.

(4) *Safety controls.* All safety controls for fuel-burning equipment shall be maintained in effective operation.

(5) *Combustion air.* A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

(6) *Energy conservation devices.* Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless labeled for such purpose and the installation is specifically approved.

(d) *Electrical facilities.*

(1) *Facilities required.* Every occupied building and dwelling shall have an electrical system connected to an electric meter in compliance with requirements of the electric service provider.

(2) *Service.* The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the National Electrical Code. Dwelling units shall be served by a three-wire, 120/240 volt, single phase electrical service having a rating of not less than 100 amperes.

(3) *Electrical system hazards.* Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

(4) *Recreational vehicles parked temporarily or stored on residential property.*

a. May be provided with temporary electrical power for operation of air conditioning and refrigeration, for environmental purposes only.

b. No habitation is permitted.

c. Vehicle parking, must comply with section 10-61(i)(2)c.

(e) *Electrical equipment.*

(1) *Installation.* All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

(2) *Receptacles.* Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain at least one receptacle with ground fault circuit interrupter protection (GFCI). Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection (GFCI).

(3) *Luminaires.* Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain at least one electric luminaire.

(f) *Elevators, escalators and dumbwaiters.*

(1) *Generally.* Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certification of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, or the certificate shall be available for public inspection ha the office of the building operator. The inspection and tests shall be performed at not less than the periodical intervals listed in ASME A17.1, appendix N, except where otherwise specified by the authority having jurisdiction.

(2) *Elevators.*

a. In buildings equipped with passenger elevators, at least one elevator shall be maintained in operation at all times when the building is occupied.

b. Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

(g) *Duct systems.* Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

(Code 1995, § 18-311; Ord. No. 2156-08, § 1(18-311), 4-14-2008)

Sec. 10-68. - Fire safety requirements.

(a) *Generally.*

(1) *Scope.* The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided.

(2) *Responsibility.* The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this chapter.

(b) *Means of egress.*

(1) *Generally.* A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the Florida Fire Prevention, NFPA-1, and 101 Life Safety Codes and NFPA Standards.

(2) *Aisles.* The required width of aisles in accordance with the Florida Fire Prevention Code shall be unobstructed.

(3) *Locked doors.* All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the Florida Building Code.

(4) *Emergency escape openings.* Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

(c) *Fire-resistance ratings.*

(1) *Fire-resistance-rated assemblies.* The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

(2) *Opening protectives.* Required opening protectives shall be maintained in an operative condition. All fire and smoke-stop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

(d) *Fire protection systems.*

(1) *Generally.* All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the Florida Fire Prevention Code.

(2) *Smoke alarms*. Shall be in compliance with the current Fl Building Code Residential and FL Fire Prevention Code. ~~Single or multiple station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and in dwellings not regulated in Group R occupancies, regardless of occupant load at all of the following locations:~~

~~a. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.~~

~~b. In each room used for sleeping purposes.~~

~~c. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable atties. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.~~

~~d. Single- or multiple-station smoke alarms shall be installed in other groups in accordance with the Florida Fire Prevention, NFPA-1 and 101 Life Safety Codes, and NFPA Standards.~~

~~(3) *Power source.*~~

~~a. In Group R occupancies and in dwellings not regulated as Group R occupancies, single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for over-current protection.~~

~~b. Exception: Smoke alarms are permitted to be solely battery operated in buildings where no construction is taking place, buildings that are not served from a commercial power source and in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for building wiring without the removal of interior finishes in a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.~~

~~(4) *Interconnection.*~~

~~a. Where more than one smoke alarm is required to be installed within an individual dwelling unit in Group R-2, R-3, R-4 and in dwellings not regulated as Group R occupancies, the smoke alarms shall be interconnected in such the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for over-current protection.~~

~~b. Exceptions.~~

~~1. Interconnection is not required in buildings which are not undergoing alterations, repairs, or construction of any kind.~~

~~2. Smoke alarms in existing areas are not required to be interconnected where alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for interconnection without the removal of interior finishes~~.

(Code 1995, § 18-312; Ord. No. 2156-08, § 1(18-312), 4-14-2008)

Sec. 10-69. - Motor vehicle parking and storage.

(a) *Definitions.* The definitions provided below are intended to supplement those definitions found in F.S. §§ 316.003, 327.02, and 330.27, as amended from time to time, all of which are incorporated herein. Any conflict between the state statutes and the definitions herein shall be resolved by using the more stringent definition. As used in this section, the following definitions shall apply, unless preempted by state statute:

*Aircraft* means any conveyance for travel through the air and for carrying persons or property, including, but not limited to, an airplane, helicopter, seaplane, amphibian, gyrocopter, balloon, blimp, glider, hovercraft and ultralight aircraft. The term aircraft shall also include any trailer when used to carry or cradle an aircraft.

*Approved paved surface* means a pervious or impervious surface constructed of concrete, asphalt, brick pavers, paver stones, turf blocks, or gravel, or on another similar surface acceptable to the public works director.

*Commercial vessel* means:

(1) Any vessel primarily engaged in the taking or landing of saltwater fish or saltwater products or freshwater fish or freshwater products, or any vessel licensed pursuant to F.S. § 379.361. from which commercial quantities of saltwater products are harvested, from within and without the waters of this state for sale either to the consumer, retail dealer, or wholesale dealer; or

(2) Any other vessel, except a recreational vessel as defined herein.

*Canopy* or *canopy carport* means an attached or detached fabric, fiberglass or metal structure used as a temporary cover for an aircraft, vessel or vehicle.

*Driveway* means an approved paved surface for the parking of vehicles, which is continuously paved to a private or public right-of-way. ~~This definition shall not include mulch, shell rock, crushed or loose rock, milled asphalt, or any other surface unless approved by the director of public works~~. Driveways are included in calculating a site's maximum impervious surface area as set forth in section 2.04.01 of the Stuart Land Development Code, unless the surface and base are semi-pervious and approved by the public works director.

*Fully operable* means a vehicle or vessel which is capable of performing its intended use or purpose, without further repair or reconstruction, and which has a current registration with the State of Florida, if the same is required to be registered.

*Heavy truck* means any truck which is not classified as a light truck.

*Light truck* means a pickup truck or a van with a maximum gross vehicle weight rating (GVWR) of 14,000 pounds or less.

*Light utility trailer* means an open or closed trailer which can be towed by an automobile or light truck.

*Noncommercial light truck* means a light truck that has no painted or applied signs, advertisement, equipment, pipe racks, ladders, tanks, or other indicia of a vehicle used in the performance of a commercial activity.

*Overnight parking* means parking a vehicle in each location at any time during the hours from 2:00 a.m. to 6:00 a.m., daily.

*Parking* means to drive a vehicle and to stop it in a given location, such that the vehicle is standing, whether occupied or not, except when temporarily and actually engaged in loading or unloading merchandise or passengers; it denotes a temporary situation from which the vehicle shall be relocated or driven away within 72 hours.

*Recreational vehicle* means a motor home, travel trailer, pop-up camper, light truck camper top, recreational vessel on a trailer, utility trailer, house trailer (fifth wheel only), all-terrain vehicle, or similar vehicle for recreational or other noncommercial use.

*Recreational vessel* means any vessel:

(1) Manufactured and used primarily for noncommercial purposes; or

(2) Leased, rented, or chartered to a person for the person's noncommercial use.

*Registration* or *registered* means a state operating license on a vehicle or vessel which is issued with an identifying number, a certificate of registration, and a decal designating the year for which a registration fee is paid.

*Sidewalk* means any improved walkway on public or private property that is designed to be used by pedestrians, and which is open to use by the public or by invitees.

*Storing* or *storage* means to put an aircraft, vehicle or vessel away or into safekeeping; and it denotes no active use for 72 hours or more.

*Vehicle* means a conveyance for travel on land and for carrying persons or property, including but not limited to an automobile, bus, school bus, motorcycle, farm tractor, road tractor, truck tractor, farm labor vehicle, light or heavy truck, tractor, golf cart, go-cart, straight truck, tri-vehicle, pop-up camper trailer, motor home, house trailer, recreational vehicle, pole trailer, utility trailer, semi-trailer, all-terrain vehicle, hovercraft, and including any motor vehicle, but not including any bicycle, motorized scooter, electric personal assistive mobility device, or moped.

*Vessel* means any conveyance for travel over or under water and for carrying persons or property, including but not limited to a motorboat, sailboat, barge, floating structure, houseboat, raft, yacht, canoe, racing shell, kayak, submersible, airboat, personal watercraft, or hovercraft or as otherwise defined in section 10-58, Stuart City Code. The term "vessel" shall also include any trailer when used to carry or cradle a vessel.

(b) *Parking and storing; generally.*

(1) This section shall apply broadly to the parking or storing of aircraft, vehicles and vessels in the R-1A, R-1, R-2, and R-3 residential land use (zoning) districts, and on any real property in the city where the primary use is residential, regardless of zoning district, unless otherwise provided herein, and it shall apply to both the owners and occupants of the property.

(2) Notwithstanding anything contained in this section to the contrary, parking and storing of recreational vehicles in the R-3 multifamily land use district shall be in accordance with the approved site plan or planned unit development ordinance approved for the site. To the extent that an approved site plan or planned unit development ordinance is silent as to parking and storing of recreational vehicles, then parking only (no storing) shall be permitted for recreational vehicles in designated parking spaces appropriately dimensioned and signed for the use of such vehicles, if any. No other parking or storage of aircraft, recreational vehicles or vessels shall be permitted. (Notice: condominium and homeowners' associations may have separate covenants, bylaws, or rules and regulations which are more stringent than the city code, and while the city does not enforce those covenants, bylaws or rules and regulations, the condominium or homeowners' association may enforce them.)

(3) No dump trucks, motorized cranes, motorized shovels, special mobile equipment, other vehicles designed for the transportation of persons or property to which machinery has been attached, heavy trucks, commercial vessels, commercial vessels on trailers, or aircraft shall be stored on any residential property, and the same shall not be parked on any residential property unless such equipment or vehicle is being actively used on the property for a permitted construction activity,

or unless such equipment, vehicle, vessel or aircraft is parked or stored in a fully enclosed garage. A garage does not include a carport or canopy. This provision shall not affect bona fide delivery vehicles while being used to make deliveries to a residential property.

(4) No aircraft, vehicle or vessel shall be:

a. Disassembled or dismantled, except in a fully enclosed garage. A garage does not include an attached or detached carport or a canopy.

b. Spray-painted, except in a fully enclosed and approved spray paint booth.

c. Stored on the public right-of-way.

d. Parked or stored over a sidewalk, at any time.

e. Stored on a vacant lot, or on real property which is under condemnation order, or which has no legal primary use, or on real property where the legal primary use does not permit outdoor storage as an accessory use.

f. Parked on a vacant lot, or on real property which is under condemnation order or which has no legal primary use, except that owners, agents and contractors can park automobiles, light and heavy trucks, motorcycles, commercial motor vehicles, dump trucks, motorized cranes, motorized shovels, special mobile equipment, other vehicles designed for the transportation of persons or property to which machinery has been attached, heavy trucks, light trucks or other vehicles only when required to be on such property during the performance of bona fide construction activities. Automobiles and light trucks may be parked on a property for the purpose of allowing the property to be shown to bona fide buyers or lessees.

(5) No aircraft or vessel shall be parked on the public right-of-way, at any time.

(6) No trailer, including any light utility trailer, shall be parked on a public right-of-way, unless it is attached to a fully operable vehicle, and only in an approved parking space, designated for such use.

(7) No trailer shall be parked overnight on a public right-of-way.

(8) On corner properties, driveways may be on either or both side yards and automobiles, light trucks, motorcycles and light utility trailers may be parked on any approved driveway. However, only the side yard providing the least visibility to the adjacent public right-of-way shall be used for the parking and storage of recreational vehicles or the storage of vehicles.

(9) Only fully operable vehicles, vessels, or aircraft shall be parked or stored on residential property.

(10) No vehicle, vessel, or aircraft shall be parked or stored on any front lawn or front yard, except on an approved driveway.

(c) *Single-family and duplex residential vehicle parking and storage.*

(1) *Parking only.* Operators of fully operable automobiles, recreational vehicles, light trucks, motorcycles, vessels and light utility trailers parked on properties otherwise permitted to be used for parking, in the R-1A, R-1, or R-2 residential land use (zoning) districts and on occupied single-family and duplex residential properties wherever located in the city, shall park their vehicles only in the following order:

a. First, in a permitted garage or carport, or on a designated and approved driveway, such that no part of a vehicle overhangs a sidewalk; and

b. Second, in a legal designated parking space on the public right-of-way, if any, subject to a revocable permit, if required by this Code; and

c. Third, additional automobiles, light trucks, motorcycles and light utility trailers may be parked on one side yard of the property in compliance with subsection (3) of this section.

(2) *Parking in R-1A districts.* Notwithstanding the provisions in subsection (1) of this section, the following additional regulations shall apply in the R-1A land use district:

a. The only trucks allowed to be parked overnight in the R-1A land use district shall be noncommercial light trucks.

b. Vessels, trailers, and recreational vehicles shall not be parked overnight in a front driveway or front yard.

(3) *Parking or storing of vehicles and vessels.* Operators of fully operable automobiles, light trucks, motorcycles, vessels, light utility trailers and recreational vehicles shall park or store their vehicles only on properties otherwise permitted to be used for parking or storing, in the R-1A, R-1, and R-2 residential land use (zoning) districts, and on occupied single-family and duplex residential properties wherever located in the city, and only as follows:

a. Each vehicle shall be parked or stored only in one side yard between the front and rear building lines, as shown in figure 10-69.

b. No vehicle, vessel or trailer shall be higher than the highest part of the building or roof, whichever is higher.

c. No vehicle, vessel or trailer shall be hooked up to water or sewer.

d. No vehicle, vessel or trailer, shall be used for habitation while parked or stored on the property.

e. Electrical power supply to vehicles, vessels or trailers may be provided for operation of air conditioning, dehumidification, and refrigeration for environmental purposes only, as provided in section 10-67(d)(4)a, City Code.

f. All vehicles, vessels, and trailers shall be parked or stored on an approved paved surface.

g. Only automobiles, motorcycles, light trucks, and vessels shall be stored on a front yard driveway, and only with a property vehicle cover.

(d) *Grandfathered driveways.* On lots in the R-1A, R-1, and R-2 residential land use (zoning) districts and on occupied single-family and duplex residential properties wherever located in the city, where parking has historically occurred on a substandard or non-approved driveway surface, such parking shall be allowed to remain as a lawful nonconforming use, subject to the provisions of section 8.03.01 et seq., Stuart Land Development Code.

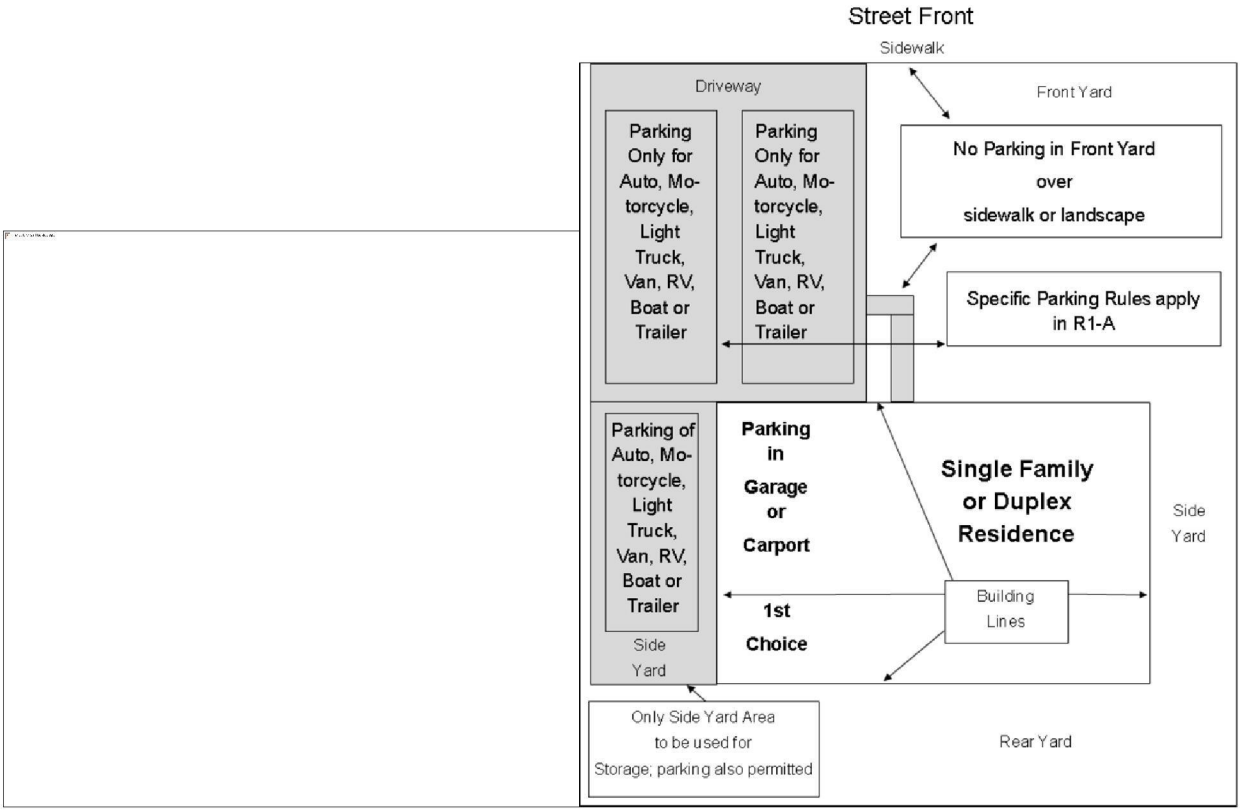
(e) *Irregular lots.* On lots in the R-1A, R-1, and R-2 residential land use (zoning) districts and on occupied single-family and duplex residential properties wherever located in the city that are irregularly dimensioned, parking and storing of vehicles and vessels shall occur in accordance with this section 10-69 to the greatest extent feasible and practical. The owners or occupants of such lots may apply for an administrative variance where the dimensions of the lot make it unfeasible or impractical to comply with this section, and such finding shall constitute a reasonable of practical difficulty necessary for the granting of an administrative variance, when determined by the development director.

(f) *Administrative variance.* For good cause shown by substantial competent evidence, which shall include a demonstration of hardship, or a reasonable avoidance of practical difficulties, and using the procedures provided in section 8.04.08, Stuart Land Development Code, the development director may vary the provisions of this section, but in considering such variance shall grant the least amount of variance and obtain compliance with as many applicable provisions of the section as can reasonably

be achieved. The fee, if any, for said administrative variance shall be established by resolution of the city commission, as provided from time to time.

**Figure 10-69.**

Parking in R-1A, R-1 and R-2 districts, and other areas where single-family and duplex residential uses are allowed.




(Ord. No. 2261-2013, § 2, 2013)

**Editor's note—** Ord. No. 2261-2013, § 2, adopted in 2013, amended § 10-69 in its entirety to read as herein set out. Former § 10-69 pertained to similar subject matter and derived from Ord. No. 2226-2011, § 2, adopted Sept. 12, 2011.

**Secs. 10-70—10-81. - Reserved.**

**ARTICLE IV. - UNSAFE BUILDINGS**

**Sec. 10-82. - Code adopted.**

(a) There is hereby adopted by reference the most current version of the International Property Code Section 108. ~~Standard Unsafe Building Abatement Code, as promulgated by the Florida Building Code, inclusive of all amendments thereto. As used herein, the term "code" means the Standard Unsafe Building Abatement Code, as the same may be amended from time to time. A complete copy of the code is on file in the office of the city development department.~~

(b) To the extent that any provisions of the code conflicts with the provisions of this article, the provisions of ~~this article~~ the International Property Code shall apply

(Code 1995, § 18-255; Ord. No. 1671, § 1, 4-12-1999; Ord. No. 1905, § 1, 12-9-2002)

**Sec. 10-83. - Unsafe buildings and unsafe systems a public nuisance.**

All buildings in the city that are unsafe because of structural, electrical, gas, mechanical or plumbing deficiencies, or that are unsanitary, or do not provide adequate egress, or constitute a fire hazard, or constitute an attractive nuisance or are otherwise dangerous to human life, or which in relation to existing use constitute a hazard to safety or health, will be considered unsafe buildings. Unsafe buildings are a public nuisance because of the danger they pose to the public. All such unsafe buildings are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the code and the provisions of this article.

(Code 1981, § 6-510; Code 1995, § 18-256; Ord. No. 1905, § 1, 12-9-2002)

**Sec. 10-84. - Prohibited occupancy.**

(a) It is unlawful for any person to maintain or permit the existence of any unsafe building within the city. It is also unlawful for the owner, tenant or occupant of any unsafe building to permit such building to remain in an unsafe condition or to permit the occupancy of an unsafe building while it is or remains in an unsafe condition.

(b) It is unlawful for any person to disobey an order of the building official issued pursuant to section 10-85 that an unsafe building be immediately vacated and not reoccupied until the specified repairs and improvements are completed.

(Code 1981, § 6-511; Code 1995, § 18-257; Ord. No. 1905, § 1, 12-9-2002; Ord. No. 2034, § 1, 6-13-2005)

**Sec. 10-85. - Notice to owner required.**

(a) The building official shall inspect the buildings in the city and the electrical, gas, mechanical and plumbing service systems within them to determine if a building is unsafe as defined in this article.

(b) When the building official determines that a building is unsafe as defined in this article, the building official shall notify the owner of the building and all record lienholders that the building is unsafe. The notice shall state the defects in the building or its service systems that renders the building unsafe and shall indicate the repairs or renovations necessary to satisfy the code. The identity of the owner and record lienholders shall be determined from the public records of the county.

(c) Notice may be provided by certified mail, return receipt requested. Alternatively, notice may be hand delivered by the sheriff or other law enforcement officer, code inspector, or other person designated by the local governing body, by leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice, or, in the case of commercial premises, by leaving the notice with the manager or other person in charge of the business.

(d) The notice shall direct that the necessary repairs or renovations be commenced within 30 days of its receipt by the owner and be completed within 60 days thereof. The notice shall also state that as an alternative to repair or renovation the building may be demolished and removed from the property in accordance with the code.

(e) The notice shall advise that the recipient of the notice has the right to appeal the determination of the building official that the building is unsafe to the city commission.

(f) The notice may require that the unsafe building be immediately vacated and not reoccupied until the specified repairs and improvements are completed, inspected and approved by the building official. In such event, the building official shall cause to be posted at each entrance to such unsafe building a notice stating substantially the following:

THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING OFFICIAL.

Such notice shall remain posted until the required repairs are made, or demolition is completed.

(Code 1981, § 6-512; Code 1995, § 18-258; Ord. No. 1818, § 1, 12-10-2001; Ord. No. 1905, § 1, 12-9-2002)

Sec. 10-86. - Factors to determine unsafe buildings.

(a) An unsafe building is any building, mobile home, fence, shed, or other manmade structure, or portion thereof, which, because of fire, age, decay, deterioration, structural defects, improper design, termites, obsolescence, abandonment, neglect or other causes:

(1) May cause or aid in the spread of disease, vermin or rodents;

(2) Is especially liable to fire and constitutes or creates a fire hazard;

(3) Is liable to cause injury or damage by collapsing;

(4) Is available to and frequented by trespassing malefactors or disorderly persons;

(5) Is otherwise dangerous to the health and safety of the unsafe building's occupants or to the health and safety of neighboring persons or properties; or

(6) Creates an attractive nuisance that may be injurious to the public.

(b) In deciding whether a building is unsafe, the building official shall consider, in accordance with the definition of unsafe buildings as set out in subsection (a) of this section, the availability, adequacy, and integrity of the following:

(1) Plumbing and plumbing fixtures;

(2) Electricity and electrical features;

(3) Heat and ventilation;

(4) Rodent proofing and water tightness;

(5) Water supply, to include hot water;

(6) Foundations to include supports, sills and floor joists;

(7) Walls to include studs and coverings;

(8) Windows to include glass, screens and hardware;

(9) Doors and door frames to include glass, screens and hardware;

(10) Roofs to include rafters, ceiling joints and coverings; and

(11) Stairways and porches.

(Code 1981, § 6-513; Code 1995, § 18-259; Ord. No. 1905, § 1, 12-9-2002)

**Sec. 10-87. - Demolition by city.**

In the event the owner and lienholders fail, neglect or refuse to comply with notice to repair, rehabilitate, or to demolish and remove the unsafe building, the building official may cause such unsafe building to be demolished, secured, or required to remain vacant. Demolition shall be undertaken in accordance with applicable provisions of the code.

(Code 1981, § 6-514; Code 1995, § 18-260; Ord. No. 1905, § 1, 12-9-2002)

**Sec. 10-88. - Demolition costs a lien against the property; priority of lien; foreclosure.**

(a) In the event the city abates an unsafe building nuisance by demolition and removal of an unsafe building, the costs of demolition and removal, as well as all administrative costs incurred by the city described in section 10-89, shall be assessed as a lien against the real property upon which the unsafe building was located. The costs shall be assessed by resolution adopted by the city commission and thereafter recorded in the public records of the county. Notice of the intent to adopt the resolution shall be given in the same manner as notice of the existence of the unsafe building was provided to the owner and record lienholders.

(b) A building demolition lien shall be payable upon the date the resolution creating the lien is adopted by the city commission. Said lien shall remain a lien coequal with the lien of all state, county, district, and municipal taxes, superior in dignity to all other liens, titles, and claims, including antecedent mortgage liens, until paid.

(c) A building demolition lien shall bear interest at the rate of 12 percent per year commencing on the date the resolution assessing the costs is adopted by the city commission.

(d) A building demolition lien may be foreclosed as mortgages are foreclosed.

(Code 1981, § 6-515; Code 1995, § 18-261; Ord. No. 1905, § 1, 12-9-2002)

**Sec. 10-89. - Administrative costs of demolition.**

In the event the city is required to abate an unsafe building nuisance on private property, all costs of demolition shall be assessed against the private property in the form of a lien adopted pursuant to section 10-88. The costs of demolition include all costs and expenses incurred in connection with inspecting the property, locating proper parties, providing notice, securing the property, as well as demolishing and removing the building.

(Code 1981, § 6-516; Code 1995, § 18-262; Ord. No. 1816, § 1, 11-12-2001; Ord. No. 1905, § 1, 12-9-2002)

**Sec. 10-90. - Permit required to commence specified repairs or to demolish unsafe building; cash bond required as condition of permit to repair.**

(a) *Permit required.* No repair work or demolition work shall occur unless a permit has been issued for such work by the city and the notice delivered to the owner of record, tenants and other persons in possession as provided in section 10-85 shall so advise.

(b) *Cash bond required for repair permit.* A cash bond shall be posted with the city as a condition of a permit to repair the unsafe building to guarantee commencement of the necessary repair work within 30 days and completion of the necessary repair work within 60 days of the date of the unsafe building notice. The amount of the cash bond shall be determined by the building official to be the amount necessary to demolish the building and remove the demolition debris in the event the permittee fails to commence or complete the necessary repair work.

(c) *Cash bond may be used by city or returned.* In the event the necessary repair work is not commenced within 30 days or completed within 60 days from the date of the unsafe building notice, the city may use the cash bond to pay the costs of building demolition to abate the public nuisance. In the event the necessary repair work is successfully completed within the 60-day period, the full amount of the cash bond will be returned to the depositor.

(Code 1995, § 18-264; Ord. No. 1886, § 1, 6-24-2002)

Secs. 10-91—10-118. - Reserved.

## ARTICLE V. - MOVING OF BUILDINGS

**Sec. 10-119. - Permit required to move a structure on public right-of-way.**

(a) It shall be unlawful for any person to move a structure upon or across any public right-of-way within the city without having first obtained a permit therefor issued by the city manager. The permit shall state the exact time and route of the move, and any conditions placed thereon by the city manager in the interests of the public health, safety and welfare.

(b) An application for a permit to move a structure shall contain the following information:

(1) Name and address of the applicant;

(2) The proposed time, manner and route of the move;

(3) A detailed description of the structure to be moved;

(4) Evidence that all affected utility providers have been contacted and have approved the move; and

(5) Any other information requested by the city manager.

An application fee as currently established or as hereafter adopted by resolution of the city commission from time to time in appendix A to this Code shall accompany the application.

(c) The following standards shall apply to the issuance of a permit by the city manager:

(1) The proposed time, manner and route will not unduly inconvenience the public nor significantly compromise the public health, safety and welfare;

(2) The structure to be moved is suitable to be moved in the manner intended;

(3) The possibility of damage to public or private real or personal property is minimal;

(4) The personnel performing the move are experienced and will employ the necessary equipment; and

(5) All concerns and objections of utility providers have been satisfied.

(d) The city manager may issue a permit which includes conditions relating to the time, manner and route of the move deemed to be appropriate considering the public health, safety and welfare. The applicant may be required to post a cash bond with the city in an amount deemed sufficient by the city manager to protect the city against loss for damage to public property. The city manager may require the use of city personnel and equipment to assist in the move and the applicant shall reimburse the city for all costs so incurred.

(e) For any structure moved to a location within the city no certificate of occupancy shall be issued until the city has been reimbursed for its costs, all damage to city property has been repaired or replaced, and all conditions contained in the permit have been satisfied.

(f) It shall be unlawful for the applicant to deviate from or to alter the terms or conditions of a permit issued hereunder by the city manager. Any such deviation or alteration shall be deemed a municipal ordinance violation punishable as provided in section 1-13.

(Code 1981, § 6-8; Code 1995, § 18-29)

**Sec. 10-120. - Time limit for compliance by moved building.**

Any house or building moved into or to another location within the city must be brought up to all applicable city standards within 90 days from the date of positioning upon the new site.

(Code 1981, § 6-9; Code 1995, § 18-30)

**Sec. 10-121. - Cleaning of site prerequisite to certificate of occupancy**.

All debris shall be cleared from the construction, alteration or repair site prior to the issuance of a certificate of occupancy.

(Code 1981, § 6-11; Code 1995, § 18-31)

Secs. 10-122—10-140. - Reserved.

**ARTICLE VI. - PARKING LOT CONSTRUCTION**

**Sec. 10-141. - Submission, approval of plans.**

(a) Prior to commencing the installation or construction of a parking lot, the owner of the property or the person desiring to install or construct it shall submit plans thereof to the city engineer and obtain his approval. Such plans shall show proposed finished grades, adjacent floor slab elevations, pavement cross section, drainage, elevations of adjacent streets, etc. Stall and aisle dimensions must be shown. Plans that do not show the previous mentioned items will not be accepted for approval. Minimum plan size shall be 8½ inches by 14 inches.

(b) Parking lot plans shall be submitted to the city engineer for approval with sufficient time for study.

(Code 1981, § 6-397; Code 1995, § 18-206)

Sec. 10-142. - Reserved.

**Editor's note—** Ord. No. 2227-2011, § 1, adopted Oct. 17, 2011, deleted § 10-142, which pertained to pavement required; exceptions and derived from Code 1981, § 6-401; and Code 1995, § 18-207.

Sec. 10-143. - Asphalt pavement construction.

Asphalt-paved parking lots must comply with the following minimum requirements:

(1) *Non truck traffic.* Parking lots subject to no or very light truck traffic shall consist of:

a. *Surface.* One inch of type II asphaltic concrete surface with a Hubbard field stability of not less than 1,200 pounds.

b. *Base course.* Four inches of compacted lime rock with average density of not less than 98 percent as determined by AASHO-T-180 Proctor; or six inches of shell which shall be mollusk shell (oyster, mussel, clam, etc.). Steamer shell shall not be permitted. At least 50 percent (by weight) of the total shell material shall be retained on a No. 4 sieve. Not more than 7½ percent (by weight) of the total shell material shall pass the No. 200 mesh sieve when determined by elutriations (washing). Cemented coquina shell material, under state department of transportation specifications, section 915, may be used as a base material instead of lime rock.

c. *Subface.* Six inches of stabilizing subface with a minimum Florida Bearing Value of 50 psi.

(2) *Truck traffic.* Parking lots subject to truck traffic shall comply with the requirements for city-maintained streets as specified in sections 62-137 through 62-141.

(Code 1981, § 6-402; Code 1995, § 18-208)

**Sec. 10-144. - Concrete pavement construction.**

(a) All concrete pavement construction shall be subject to ~~the~~ current City of Stuart Water and Sewer Standard Details.

~~(1) Roadways and driveways subject to heavy commercial loading shall be at least six inches in thickness and reinforced with six by six No. 10 woven wire mesh.~~

~~(2) Driveway areas subject to automobiles or light commercial loading shall be at least five inches of unreinforced concrete.~~

~~(3) Parking stalls sized and intended for automobile type loading shall be at least four inches of unreinforced concrete.~~

~~(b) All concrete shall be 3,000 psi, placed over a prepared and compacted subbase. The subbase shall have a minimum Florida Bearing Value of 50 psi and be compacted to a minimum of 98 percent of maximum density per AASHTO T-180. The subgrade preparation, setting forms, placing concrete and reinforcement, and spacing of expansion joints shall be in conformance with state department of transportation specifications.~~

(Code 1981, § 6-403; Code 1995, § 18-209)

Sec. 10-145. - Testing.

Tests under this article shall be run by a certified testing laboratory. All testing costs shall be borne by the contractor. The following tests shall be made:

(1) *Florida Bearing Value and density tests.* Florida Bearing Value and density tests shall be taken for every 5,000 square feet for lots up to and including 10,000 square feet in size. For lots over 10,000 square feet but less than 50,000 square feet in size, tests shall be taken every 10,000 square feet. Lots in excess of 50,000 square feet in size shall have tests taken as required by the city engineer. Representative AASHO-T-180 shall be taken in all lot sizes as required.

(2) *Lime rock base.* Field density tests shall be taken at the same rate as specified in subsection (1) of this section.

(3) *Shell base.* Field density tests shall be taken at the same rate as specified in subsection (1) of this section.

(Code 1981, § 6-404; Code 1995, § 18-210)

**Sec. 10-146. - Test reports; inspection for conformity with as-built plans.**

(a) Testing results shall be submitted to the city engineer prior to final approval of completion. The city engineer shall reserve the right to require testing of the asphaltic concrete surface (type II).

(b) As a prerequisite for the city engineer's final inspection for all parking lots with an excess of 10,000 square feet in area, the engineer of record shall submit a certification that all of the required improvements are complete; that he has inspected these improvements during their construction in accordance with the current city specifications; that improvements conform to approved plans, except for any deviations noted on the "as-built" drawings and enumerated hereafter and that such deviations will not result in functional, structural, maintenance or nuisance problems. The engineer of record shall submit signed "as-built" drawings and a complete set of test reports. In cases where parking lots are less than 10,000 square feet in area, subsection (a) of this section will apply at the discretion of the city engineer depending upon the complexities due to drainage or related matters.

(Code 1981, § 6-405; Code 1995, § 18-211)

Secs. 10-147—10-165. - Reserved.

ARTICLE VII. - MARINE CONSTRUCTION; DOCKS, SEAWALLS AND BULKHEADS[3]

Footnotes:

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**State Law reference**— Beach and Shore Preservation Act, F.S. ch. 161; tidal lands and bulkheads, F.S. § 253.12 et seq.; bulkhead line established, F.S. § 253.1221.

Sec. 10-166. - Purpose.

The purpose of this article is to promote the public safety, health and welfare of the city by ensuring the safety of persons and property in the event of severe weather; to protect the natural aquatic habitat and aesthetics of the waters over which residential and multifamily docks, seawalls, and bulkheads are constructed; and ensure that docks do not impair the riparian rights of adjacent upland riparian land owners, or the navigational rights and safety of vessels in or on the waters in the city.

(Code 1995, § 18-231; Ord. No. 2155-08, § 1(18-231), 4-14-2008)

Sec. 10-167. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning, and shall govern private dock and pier construction:

*Agencies* means the state department of environmental protection, the United States Army Corps of Engineers, and the South Florida Water Management District, as used appropriately in this article.

*Dock* means a fixed or floating structure in, on, or over submerged lands, including moorings used for the purpose of berthing vessels.

*Dolphin* means a mooring post on a dock, pier, which extends into the submerged land.

*Finger pier* means a smaller or additional pier that projects from a primary larger dock or pier.

*Marine construction* means development, redevelopment or renovation development in or adjacent to a water body, including but not limited to any original construction or extension, modification or alteration of any dock, seawall, retaining wall, pier, finger pier, dolphin, bulkhead, dock house, boat house or boat lift.

*Marine retaining wall* means a structure located landward of any water body and landward of maximum high-water elevation, but which is located or to be located within 30 feet of a water body.

*Pier* means a structure in, on, or over submerged lands which is used for fishing, swimming, or observation, as otherwise permitted or prohibited herein.

*Riparian rights* means certain submerged bottom land subject to private use and control. As provided in F.S. § 253.141, riparian rights are "those incident to land bordering upon navigable waters. They are rights of ingress, egress, boating, bathing, and fishing and such others as may be or have been defined by law. Such rights are not of a proprietary nature. They are rights inuring to the owner of the riparian land but are not owned by him or her. They are appurtenant to and are inseparable from the riparian land. The land to which the owner holds title must extend to the ordinary high-water mark of the navigable water in order that riparian rights may attach. Conveyance of title to or lease of the riparian land entitles the grantee to the riparian rights running therewith whether or not mentioned in the deed or lease of the upland."

*Riparian survey* means a survey showing the location of the proposed dock and any adjacent docks, including all existing marine structures within the riparian lines. The survey shall be prepared by an

appropriately licensed professional and meet the minimum technical standards set forth in F.A.C. 61G17-6.002 et seq., and in accordance with the agencies having jurisdiction.

*Seawall* means a bulkhead or a protective structure of stone, concrete, concrete rubble (rip-rap), aluminum, plastic, timber or other approved product or material, which is located in the wave zone or at mean high-water elevation.

*Vessel* is synonymous with "boat" as referenced in section 1(b), article VII of the state constitution and includes every description of watercraft, barge, and airboat, other than a seaplane on the water, used or capable of being used as a means of transportation on water.

(Code 1995, § 18-232; Ord. No. 2155-08, § 1(18-232), 4-14-2008)

Sec. 10-168. - Information and documents prerequisite to building permit.

(a) All marine construction which is proposed to be constructed, added to, repaired, or structurally altered shall be regulated by the provisions contained herein, as well as all other applicable provisions of the city's land development code, the Stuart Comprehensive Plan, and the Florida Building Code.

(b) It shall be unlawful for any person to perform any marine construction without first obtaining a building permit from the city development department and required permits from all agencies having jurisdiction over the activity.

(c) Notwithstanding the above, minor repairs may be made without a permit, which are limited to repair or replacement of decking, decking supports (not including dolphins) and railing boards only, and provided the repair or replacement is not more than 50 percent of the total replacement cost of the existing structure.

(d) (1) Prior to acceptance of any building permit application for the construction of any new marine construction within the city limits, the applicant shall submit with the permit application a copy of the courtesy notification letter that was sent to the abutting riparian property owners, informing them that a marine construction permit application was submitted to the city development department for processing along with a list of the names and addresses to whom sent; indicating that if such person should have any questions or concerns, or wish to review the construction documents, they may contact the development department within the ten-day permit processing time.

(2) The applicant shall not be required to notify the riparian neighbors when the following situations are applicable:

a. The applicant is seeking to repair a marine structure, without change to the footprint, and the construction previously had all required permits;

b. Such marine construction does not exceed 50 percent of the total replacement cost of the existing structure; and

c. The applicant has provided a riparian survey completed within six months prior to permit application; and the survey shows no riparian encroachments or existing illegal marine construction.

(e) In the event an abutting riparian property owner objects to the proposed marine construction, in writing, to the city development director, within the ten-day period, the city development director, prior to the granting of a permit, may require an as-built riparian survey, and further modification of the structure, or make further requirements pursuant to an action under F.A.C. 18-21.004(7)(f), as amended from time to time; any of which may include:

(1) Signed and sealed drawings by a state-registered professional engineer of the proposed structure showing the structural details, and cross section of same, and including all construction materials, and wind-load calculations.

(2) The plans shall also show soundings in feet and meters for docks and piers, all reclaimed lands, and any bulkhead construction. Soundings shall be referenced to the state-approved mean low-water elevation.

(3) Certification by a state-registered professional engineer that the location and design of the planned construction will not encroach on adjacent property riparian rights.

(Code 1995, § 18-233; Ord. No. 2155-08, § 1(18-233), 4-14-2008)

Sec. 10-169. - Federal and state permits required.

No building permit for marine construction contemplated by section 10-166 shall be issued in the absence of permits from the federal agency and the state agency having jurisdiction, if any are required.

(Code 1995, § 18-234; Ord. No. 2155-08, § 1(18-234), 4-14-2008)

Sec. 10-170. - Technical requirements for marine construction.

(a) *Application.* The technical requirements of this section are hereby adopted for all marine construction. These requirements shall be made in accordance with all requirements as specified by a registered professional engineer and approved by city development director.

(b) *Construction materials.* Marine construction may be composed and constructed of stone, concrete, concrete rubble (rip-rap), aluminum, plastic, timber or other material having a product approval acceptable to the city or certified by a Florida professional engineer.

(c) *Elevation.* Seawalls shall be equal to or above elevation 4.0 feet NGVD, 1929 datum, at top of cap when fronting on any navigable river or estuary. Cap heights shall be constructed as specified by a registered professional engineer, and subject to the approval of the city development director.

(Code 1995, § 18-235; Ord. No. 2155-08, § 1(18-235), 4-14-2008)

Sec. 10-171. - Construction standards for residential docks.

(a) All residential docks or piers shall be set back a minimum of five feet from both the riparian and side property lines, as shown in figure RP1, and shall not impair the use of existing or future dockage, because of proximity.

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

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

**SECTION 4:** The provision of Sections 1 of this ordinance shall be codified.

**SECTION 5:** This ordinance shall take effect upon adoption

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:

| | YES | NO | ABSENT | ABSTAIN |
|---|---|---|---|---|
| MICHAEL J. MEIER, MAYOR | | | | |
| EULA R. CLARKE, VICE MAYOR | | | | |
| BECKY BRUNER, COMMISSIONER | | | | |
| KELLI GLASS LEIGHTON, COMMISSIONER | | | | |
| MERRITT MATHESON, COMMISSIONER | | | | |

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