



A G E N D A

**REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD February 27, 2017
AT 5:30 PM
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

CITY COMMISSION

**Mayor Tom Campenni
Vice Mayor Troy A. McDonald
Commissioner Kelli Glass Leighton
Commissioner Jeffrey A. Krauskopf
Commissioner Eula R. Clarke**

ADMINISTRATIVE

**City Manager, Paul J. Nicoletti
City Attorney, Michael J. Mortell
City Clerk, Cheryl White**

Agenda items are available on our website at <http://www.cityofstuart.us>

Phone: (772) 288-5306 .Fax: (772) 288-5305 .E-mail: cwhite@ci.stuart.fl.us

Special Needs: Participants with special needs can be accommodated by calling the City Clerk at least 5 working days prior to the Meeting excluding Saturday and Sunday. We can be reached by phone at (772)288-5306, by fax at (772)288-5305, or by email at cwhite@ci.stuart.fl.us. If you are hearing impaired, please contact us using the Florida Relay Service, Customer Service: Dial 711 or English: (V) 800-682-8706, (TTY) 800-682-8786 Spanish: (V, TTY) 1-800-855-2886 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.

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. Black History Month 2017

PRESENTATIONS

2. February Service Awards
3. Employee Of The Month

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (5 min. max)

WHAT IS CIVILITY?: *Civility is caring about one's identity, needs and beliefs without degrading someone else's in the process. Civility is more than merely being polite. Civility requires staying "present" even with those persons with whom we have deep-rooted and perhaps strong disagreements. It is about constantly being open to hear, learn, teach and change. It seeks common ground as a beginning point for dialogue. It is patience, grace, and strength of character. Civility is practiced in our City Hall.* **PUBLIC COMMENT:** *If a member of the public wishes to comment upon ANY subject matter, including quasi-judicial matters, please submit a Request to Speak form. These forms are available in the back of the Commission Chambers, and should be given to the City Clerk prior to introduction of the item number you would like to address.*

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.*

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.*

CONSENT CALENDAR

4. MOTION TO ACCEPT AND FILE ROBERT NORTON'S REPORT
5. DOWNTOWN STUART AREA PARKING NEEDS ANALYSIS RFP
6. RESOLUTION No. 26-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO APPLY FOR AND, IF SUCCESSFUL DESIGNATE THE PUBLIC WORKS DIRECTOR AS THE AUTHORIZED REPRESENTATIVE TO EXECUTE THE GRANT, AND SUBSEQUENTLY APPROVE THE EXPENDITURE OF THE GRANT FUNDS FROM THE FLORIDA INLAND NAVIGATION DISTRICT

WATERWAYS ASSISTANCE PROGRAM, TO FUND THE IMPROVEMENTS ASSOCIATED WITH SHEPARD PARK; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.(RC)

7. RESOLUTION No. 28-2017. RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE EXECUTION OF A IRRIGATION QUALITY WATER AGREEMENT WITH WILLOUGHBY GOLF CLUB, INC. PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES. (RC)

END OF CONSENT CALENDAR

COMMISSION ACTION

8. RESOLUTION No. 30-2017: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING SENATE BILL 10 RELATING TO WATER RESOURCES; REVISING THE STATE BOND REQUIREMENT FOR LAND ACQUISITION, INCREASING THE MINIMUM ANNUAL FUNDING FOR CERTAIN EVERGLADES PROJECTS, AND REQUIRING THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT TO SEEK PROPOSALS FROM WILLING SELLERS OF PROPERTY WITHIN THE EVERGLADES AGRICULTURAL AREA FOR LAND THAT IS SUITABLE FOR THE RESERVOIR PROJECT. (RC)
9. THE CITY COMMISSION PASSED RESOLUTION NO. 83-2016 AUTHORIZING STAFF TO NEGOTIATE A LAND LEASE BETWEEN THE CITY OF STUART AND PNR HOTELS (OR ITS ASSIGN) FOR THE 2 ACRE SITE KNOWN AS THE HANEY CREEK SITE ON US. HIGHWAY ONE IN STUART. (RC)

ORDINANCE FIRST READING

10. (QJ) ORDINANCE No. 2343-2017 AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE "BAKER ROAD COMMONS PUD" (ORDINANCE NO. 2312-2015), CONSISTING OF 3.02 ACRES, LOCATED AT 1440 NW FEDERAL HIGHWAY AND OWNED BY WYNNE BUILDING CORPORATION, A FLORIDA CORPORATION, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; APPROVING AN AMENDED SITE PLAN; APPROVING CERTAIN DEVELOPMENT DOCUMENTS; DECLARING THE DEVELOPMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; APPROVING AMENDED DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.(RC) (QJ)
11. ORDINANCE No. 2345-2017 AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ANNEXING A PARCEL OF LAND FRONTING NW FEDERAL HIGHWAY (U.S. HIGHWAY 1) SOUTH OF AND ABUTTING NORTH STUART BAPTIST CHURCH, CONSISTING OF 9.45 ACRES, SAID PARCEL BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES. (RC)

ORDINANCE SECOND READING

12. ORDINANCE No.. 2338-2016 AN ORDINANCE OF THE CITY OF STUART, FLORIDA AMENDING CHAPTER 2 "SUPPLEMENTAL USE STANDARDS" OF THE CITY'S LAND DEVELOPMENT CODE THEREBY ESTABLISHING A TWELVE (12) MONTH MORATORIUM ON MEDICAL MARIJUANA TREATMENT CENTERS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (RC)
13. ORDINANCE No. 2344-2017: A ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 40-FOOT RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF STUART FARMS, AS RECORDED IN PLAT BOOK 1, PAGE 63, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS RUNNING NORTH TO SOUTH THROUGH THE PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER

PURPOSES.(RC)

DISCUSSION AND DELIBERATION

14. CITY MANAGER IS SEEKING CLARIFICATION REGARDING THE ALCOHOLIC BEVERAGE ORDINANCE AND ITS APPLICATION DOWNTOWN.

ADJOURNMENT

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

Meeting Date:2/27/2017

Prepared by:

Title of Item:

Black History Month 2017

Summary Explanation/Background Information on Agenda Request:

Despite oppression, injustices and some dreadful periods in history, Americans of African descent have made significant contributions to America's progress and have a lot to be proud of

Funding Source:

N/A

Recommended Action:

Issue the Proclamation

ATTACHMENTS:

Description	Upload Date	Type
□ Black History Proclamation	2/23/2017	Proclamation

**PROCLAMATION
BLACK HISTORY MONTH
FEBRUARY 2017**

WHEREAS, despite oppression, injustices and some dreadful periods in history, Americans of African descent have made significant contributions to America's progress and have a lot to be proud of; and

WHEREAS, Black History is a vital and integral part of American History with significant contributions made by Frederick Douglass, Carter G. Woodson, Ralph Bunche, and George Washington Carver; and

WHEREAS, cultural history is vital to our education and understanding of ourselves and is a tool from which we learn to appreciate the contributions of all Americans; and

WHEREAS, many diverse community groups have planned activities to promote the local observance of Black History Month.

NOW THEREFORE, I, Tom Campenni, Mayor of the City of Stuart, Florida do hereby proclaim February as

BLACK HISTORY MONTH

in the City of Stuart and urge all citizens to support and participate in the many activities planned during this month.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 27th day of February, 2017.

ATTEST:

TOM CAMPENNI
MAYOR

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

Meeting Date: 2/27/2017

Prepared by: R. Johnson

Title of Item:

February Service Awards

Summary Explanation/Background Information on Agenda Request:

Milton Leggett	Public Works	35 years
John Ortiz	Public Works	20 years
Andreas Sudhoff	Police	10 years

Funding Source:

General Fund

Recommended Action:

Present Awards... Yeah, Milton!!!

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

Meeting Date: 2/27/2017

Prepared by: Chief David Dyess

Title of Item:

Employee Of The Month

Summary Explanation/Background Information on Agenda Request:

Officer Theodore (TJ) Delancy was faced with an unusual call involving a female in the police department lobby who pulled a knife from her pants and held it to her throat. Ofc. Delancy was awarded the departments Meritorious Commendation, which Chief Dyess will read from.

Ofc. Delancy is being recognized as the city employee of the month for deescalating a deadly situation.

Funding Source:

N/A

Recommended Action:

Award to employee

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

Meeting Date:2/27/2017

Prepared by:Ryanne Cavo

Title of Item:

MOTION TO ACCEPT AND FILE ROBERT NORTON'S REPORT

Summary Explanation/Background Information on Agenda Request:

Motion to Accept and File Robert Norton's Report

Funding Source:

N/A

Recommended Action:

Accept and File Report

ATTACHMENTS:

Description	Upload Date	Type
□ Report	2/23/2017	Attachment



ALLEN NORTON & BLUE
PROFESSIONAL ASSOCIATION

121 Majorca Avenue, Suite 300 • Coral Gables, Florida 33134
Telephone 305-445-7801 • Facsimile 305-442-1578

February 23, 2017

Via Email: mmortell@ci.stuart.fl.us

Michael J. Mortell, City Attorney
City of Stuart
121 S.W. Flagler Avenue
Stuart, FL 34994

Re: Eula R. Robinson-Clarke – Investigative Report

Dear Mr. Mortell:

Thank you for retaining me to conduct the above-referenced investigation. Attached hereto is a copy of my Investigative Report. If either you or Roz have any questions, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to be 'RLN', with a long, sweeping horizontal line extending to the right.

Robert L. Norton

RLN/crk
Enclosure
cc: Roz Johnson, Human Resources Director (w/enclosure)

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SPDN-868764429-1999597

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INVESTIGATIVE REPORT

I. INTRODUCTION

On February 3, 2017, the undersigned was retained by the City of Stuart to conduct an investigation concerning comments which may have been made by Commissioner Eula R. Robinson-Clarke. More specifically, the undersigned was directed to investigate: 1) Did Commissioner Clarke violate the City's Personnel Policies;¹ and 2) Were her comments isolated, or were there also other comments demonstrating a pattern of behavior such that she has created a hostile work environment?

As part of the investigation, on February 16 and 17, 2017, undersigned interviewed employees of the City and City Commissioners in the presence of Rosamond "Roz" Johnson, Director of Human Resources.

II. INITIAL ALLEGATION

It was alleged that on January 11, 2017, Officer Fitzgerald, was on duty and inside of Taylor's Grocery in East Stuart when, then-Mayor Clarke, entered the store. Immediately upon seeing Officer Fitzgerald, then-Mayor Clark stated "I didn't know we were serving pig tonight." This comment was directed at Officer Fitzgerald in the presence of other individuals in the store.

The undersigned interviewed Officer Fitzgerald on February 16, 2017. Officer Fitzgerald stated that he has been assigned to the East Stuart area on a full-time basis for approximately the last 2 years. Officer Fitzgerald stated that he initially patrolled East Stuart as part of a task force patrolling the area due in part to a large number of gunshots being reported. Due to continued law enforcement issues in East Stuart, however, Officer Fitzgerald was ultimately assigned there full-time.

According to Officer Fitzgerald, he embraced this assignment and patrolled East Stuart on foot, with a Segway, a bicycle and/or a marked police vehicle. He spent the

¹ The engagement letter also requests that the undersigned indicate whether any other laws may have been violated.

majority of his time patrolling using methods other than his assigned vehicle.

Officer Fitzgerald stated that he spent 2 years building trust with the residents and getting information concerning criminal activity in the community. He further stated that he interacted with the local children, and even purchased cleats, food, transportation, etc., for them out of his pocket. He stated that he had positive interactions with other people in the community, which included getting people's water and electric turned on, getting a donated washer and dryer installed, etc.

Officer Fitzgerald stated that he deals with the people in the streets, including gang members on a daily basis, and that he believes his efforts have resulted in shootings dropping from 23 to 2 in the last year. Officer Fitzgerald's interaction with street gangs in East Stuart resulted in the Florida Gang Intervention Association awarding him the Gang Prevention Officer of the Year in 2016 for his work in the community.

On January 11, 2017, Officer Fitzgerald was inside Taylor's Grocery having a casual conversation with the owner's granddaughter ("Yolanda") at approximately 9:00 – 9:30 p.m. At that time a homeless man came into the store and announced that Mayor Clarke was outside and Yolanda asked him to have her come into the store. Mayor Clarke entered the store, looked at Officer Fitzgerald, and said "I didn't know we were serving pig tonight." Having heard this remark, Yolanda sort of cocked her head and said words to the effect of "What are you talking about we don't serve pork."

Officer Fitzgerald stated that this comment angered him because of the hard work that he had done in the community, and that a comment of that type from an official could destroy his efforts in the community. Thereafter, he reported the incident to the local PBA representative and the Chief of Police. Consequently, he was directed to come to the Chief's office to meet with Mayor Clarke. According to Officer Fitzgerald, he said to Mayor Clarke, that she needed to have a certain decorum and that the comment she made undermines everything we have been doing. Mayor Clarke then apologized to Officer Fitzgerald, hugged him and said she wanted to ride with him in the community. During the conversation, Officer Fitzgerald told Mayor Clarke that he had called his mother concerning the comment she made. Mayor Clarke subsequently called him back and

asked him to tell his mother that she was not a racist. Following this meeting, Mayor Clarke never requested to ride with Officer Fitzgerald on patrol.

Officer Fitzgerald stated that he had great relationships with people in East Stuart but, following the issue with Mayor Clarke he has been "knocked back." In fact, he has been told by individuals in East Stuart that he's "just a white cracker cop."

The Palm Beach County Police Benevolent Association ("PBA") issued a press release concerning the comments made by Mayor Clarke. (Attachment 1). On the same day Mayor Clarke responded by writing a letter to the President of the PBA. (Attachment 2).

III. ADDITIONAL ALLEGATIONS

Apparently, as a result of the publicity surrounding the aforementioned scenario, other individuals disclosed comments made by Commissioner Clarke.²

Many of the individuals interviewed stated that it was/is a common practice for Commissioner Clarke to make comments to employees to the effect of "Oh you still work here, they didn't give you your pink slip." This type of comment has been made by Commissioner Clarke across the board, to top and middle management as well as blue collar employees. The constant reference to employees receiving pink slips was very concerning to some individuals. Further, one individual reported that Commissioner Clarke said to an employee words to the effect of "When I become Mayor this is going to be my office" referring to the individual's office. This comment was made in the presence of 6 to 10 other individuals who were with Commissioner Clarke. On another occasion, Commissioner Clarke came into an employee's office and introduced her niece, stating that the niece would be taking this employee's job and would do it better than the employee had done it.

Further, according to a number of individuals, Commissioner Clarke regularly

² Commissioner Clarke has stepped down as Mayor, accordingly, she will be referred to hereinafter as Commissioner Clarke with reference to other comments attributed to her.

made comments concerning the Chief of Police (a White male) who is raising a Black child, referring to that scenario as a "social experiment." This comment, characterizing the relationship where a White husband and wife are raising a Black child and referring to it as a social experiment, has been repeatedly made in front of groups of individuals, including employees of the City. With respect to this same family situation, Commissioner Clarke has stated that they should find a Black woman who could serve as a "grandmother role model" for the child. Commissioner Clarke even offered a list of names of individuals who could serve as role models. On other occasions, again, referring to the same family situation, Commissioner Clarke stated that the couple should get a Black auntie, so that the child would know where he comes from. This statement was made within the last 6 months at the Unity in the Community event in front of multiple individuals.

Another White employee who has been married to a Black man for 24 years attended the Employee Appreciation Picnic with her spouse and children. She then introduced her spouse and children to Commissioner Clarke who specifically referenced the family as being inter-racial and then said to the employee that inter-racial marriages never last "so we'll see."

On another occasion, after a council meeting, in the parking lot in front of City Hall Commissioner Clarke came up to the Chief of Police and made a statement to the effect "How many Black men have your officers shot today?" Shortly thereafter, in a meeting between the Chief of Police, the City Manager and Commissioner Clarke, to discuss the comment Commissioner Clarke made to Officer Fitzgerald, the Chief specifically told Commissioner Clarke that he did not appreciate her comments made with reference to the "social experiment" nor did he appreciate the comment concerning how many Blacks his officers had shot.

IV. CONCLUSION


The undersigned initially notes that, since Commissioner Clarke declined to be

interviewed as part of the investigation,³ he assumes all of these statements attributed to Commissioner Clarke were in fact made by her. It should be noted, that after interviews disclosed the aforementioned comments attributed to Commissioner Clarke, the undersigned authored a letter dated February 21, 2017 to Commissioner Clarke's attorney again offering her another opportunity to be interviewed so that she could respond to the comments. (Attachment 4). That offer was not accepted.

In the engagement letter the undersigned was requested to determine if violations of City Policy or law exists. It is the opinion of the undersigned that Commissioner Clarke did not violate any City Policy because the City Commissioners are specifically exempted from the City's Personnel Policies. It is however the opinion of the undersigned, that had an employee of the City engaged in the same or similar conduct, and made the same or similar remarks, that individual would violate Section 44 HARRASSMENT; Section 44.1 Harassment; and Section 44.3 Professionalism in the Workplace.

Further, the undersigned does not believe Commissioner Clarke violated any labor and/or employment law by her comments. However, arguably, in an employer-employee scenario, if any employer knowingly tolerated such comments in the workplace by employees it could be held responsible under various federal and state laws regulating conduct in the workplace.

Dated: February 22, 2017



Robert L. Norton

³ This is referenced in a letter from her attorney dated February 14, 2017. (Attachment 3).



**PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION, INC.**

2100 N. Florida Mango Road • West Palm Beach, FL 33409-6400 • (561) 689-3745 • (561) 687-0154 Fax
www.pbcdba.org

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January 27, 2017

**PRESS RELEASE – CITY OF STUART MAYOR DIRECTS DEROGATORY TERM FOR LAW
ENFORCEMENT TOWARDS CITY OF STUART POLICE OFFICER**

On January 11, 2017, while on patrol, a City of Stuart police officer was inside a local Stuart business speaking with an employee when City of Stuart Mayor Eula Clarke entered the business and said, "I didn't know we were serving pig tonight." Officers and Deputies throughout Martin and Palm Beach Counties are outraged by Mayor Clarke's derogatory comment towards law enforcement. Officers strongly believe that no City of Stuart employee should be subjected to verbal harassment or demeaning comments by one of the City's elected officials.

During a time when relations between law enforcement and the public are strained throughout the nation, officers are working hard and dedicated to improving these relations throughout the City of Stuart. Comments such as the one by the Mayor do nothing to improve these relations. In fact, they only counteract the great strides made by the men and women of the City of Stuart Police Department throughout the community. Accordingly, officers expect no less than a formal censure of the Mayor by the City Commission in response to her comments.

Requests for more information and questions are directed to:

PBA President John Kazanjian
2100 North Florida Mango Road
West Palm Beach, Florida 33409-6412
(561) 689-3745
(561) 723-6904





City of Stuart

121 S.W. FLAGLER AVENUE • STUART, FLORIDA 34994



January 27, 2017

John Kazanjian, President
Palm Beach County Police Benevolent Association, Inc.
2100 North Florida Mango Road
West Palm Beach, FL 33409-6412

Dear Mr. Kazanjian:

I am in receipt of a copy of your press release of January 27th, discussing derogatory remarks made by me on January 11, 2017. The City of Stuart does have a strong policy against employee harassment. As an elected official I personally and fully support and endorse this policy.

I am so sorry for this entire event. When I first became aware that Officer Fitzgerald had taken offense at my comment, I realized I had seriously offended him. As a result, I immediately reached out to Ofc. Fitzgerald, and expressed how sorry I was for this comment. My choice of words, and my speech, was patently offensive, and I would hope that Ofc. Fitzgerald, and all law enforcement officers will forgive me for this transgression.

All law enforcement officers are very important to me, and to the City of Stuart. We owe them a great debt of gratitude. During the past couple of years, the Stuart Police Department has made great strides in eliminating drugs and gun violence, particularly in East Stuart. They provide excellent service throughout the entire community. They are trusted by me, and by all those I know.

Please trust that I will never repeat this type of comment or speech in my personal or professional life.

Sincerely,



EULA R. CLARKE

Cc: All Members of the Stuart Police Department
Mayor and City Commissioners
City Manager
City Attorney

EXHIBIT

2

tabbles

F. SHIELDS McMANUS, P.A.
Attorney at Law

73 SW Flagler Avenue, Stuart
Phone (772) 285-2774

F.ShieldsMac@gmail.com

P.O. Box 1920
Stuart, Florida 34995-1920

February 14, 2017, by hand delivery

Paul J. Nicoletti, City Manager,
121 SW Flagler Ave.
Stuart, Florida

RECEIVED

FEB 14 2017

CITY OF STUART-CITY MGR.

Dear Mr. Nicoletti,

I have the honor of representing Commissioner Eula R. Robinson-Clarke.

On her behalf, I am advising you that she has decided not to participate in the investigation by Robert Norton on behalf of the City Commission.

We have no information to question the neutrality of Mr. Norton. Nevertheless, this investigation of what Commissioner Robinson-Clarke allegedly said in the past is without precedent and will have no legal effect. It has no useful purpose worth the expenditure of \$10,000. Rather it is a political vehicle to justify a previous rush to judgment. Therefore, the Commissioner will not lend credence to this political activity by participating in it.

As for what she has said in the presence of a policeman and other unintended slights to some persons, she has apologized. She assures all law enforcement officers in Stuart that she appreciates their service. She has never intentionally shown any disrespect to them. The Commissioner has been a community activist in Stuart for many years with a goal of bringing harmony among its citizens. She

EXHIBIT

3

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Letter to Paul J. Nicoletti.
February 14, 2017
Page 2

regrets that a momentary mistake has caused so much disharmony. She intends to continue to serve as a Stuart Commissioner dedicated to promoting the highest quality of life for all.

Sincerely yours,

A handwritten signature in cursive script that reads "F. Shields McManus". The signature is fluid and written in dark ink.

F. Shields McManus

cc: Hon. Eula R. Robinson-Clarke



ALLEN NORTON & BLUE

PROFESSIONAL ASSOCIATION

121 Majorca Avenue, Suite 300 • Coral Gables, Florida 33134
Telephone 305-445-7801 • Facsimile 305-442-1578

February 21, 2017

**Via Email: F.ShieldsMac@gmail.com
and U.S. Mail**

F. Shields McManus, P.A.
P.O. Box 1920
Stuart, Florida 34995

Re: Eula R. Robinson-Clarke - Investigation

Dear Mr. McManus:

As you may be aware, on February 16 and 17, 2017, I conducted interviews of several individuals as part of an investigation directed by the Stuart City Council. Initially, Commissioner Eula R. Robinson-Clarke was scheduled to be included in these interviews. However, in accordance with your letter of February 14, 2017, Commissioner Robinson-Clarke declined to be interviewed.

In the interest of fairness, I am advising you that my investigation has disclosed comments attributed to your client that can be characterized as inappropriate and uttered with a questionable motive. At this time, I am again offering your client an opportunity to be interviewed as part of my investigation so that she will have an opportunity to respond to the aforementioned comments. Should Commissioner Robinson-Clarke decline to be interviewed, I obviously will have no alternative but to prepare my investigative report without the benefit of having heard from your client.

Please advise me no later than 12:00 p.m. on February 22, 2017, if your client would like the opportunity to be interviewed. If I do not hear from you in the affirmative by that time, I will assume your client continues to decline to be interviewed.

Sincerely,


Robert L. Norton

RLN/crk

cc: Michael J. Mortell, City Attorney

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EXHIBIT

4

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CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/27/2017

Prepared by: Teresa Lamar-Sarno, AICP

Title of Item:

DOWNTOWN STUART AREA PARKING NEEDS ANALYSIS RFP

Summary Explanation/Background Information on Agenda Request:

City staff has prepared a Request For Proposal for the Downtown Stuart Area Parking Needs Analysis as a response to Commission direction, Stuart Main Street, ongoing discussion on actual and future parking demand in the Downtown Stuart area.

The RFP is attached and a map designating the appropriate area for analysis will be presented at the City Commission meeting for finalization.

CITY MANAGER'S NOTE: I put this on Consent because once you read the RFP, I think you will see that we have asked primarily for someone who can help us clearly forecast future development and needs for parking in the future and as part of a development strategy, and not to satisfy existing needs.

Funding Source:

CRA Tax Increment Funds

Recommended Action:

Approve the draft RFP 2017-169 Downtown Stuart Parking Needs Analysis for advertisement as presented.

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> RFP Downtown Stuart Area Parking Needs Analysis	2/21/2017	Attachment



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement and Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
purchasing@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

LEGAL NOTICE FOR RFP #2017-169

DOWNTOWN STUART AREA PARKING NEEDS ANALYSIS

The Stuart City Commission, Stuart, Florida, invites proposals from qualified individuals and firms to conduct a feasibility study related to the Downtown Stuart Area Parking Needs Analysis, within the City Limits and CRA of Stuart, Florida.

Description: Feasibility Study shall: Estimate current parking requirements based on existing conditions for the Downtown Stuart Area; estimate future parking requirements in Downtown Stuart Area based on current/proposed/potential development projects; and develop/recommend strategies for implementation by the City of Stuart to meet any anticipated parking shortfalls in the area.

A complete RFP package can be requested from Onvia DemandStar at <http://www.demandstar.com>, or by calling (800) 711-1712. A complete RFP package may also be obtained by contacting the City's Procurement Office at 772-288-5320 or by email at purchasing@ci.stuart.fl.us. The City of Stuart is not responsible for the content of any RFP package received through any 3rd party service or any source other than DemandStar by Onvia or the City of Stuart Procurement Division.

In compliance with the Americans with Disabilities Act (ADA), anyone desiring to attend this proposal opening who needs a special accommodation should contact the City's ADA coordinator at 772-288-5306 or TDD at 772-288-5302 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

There will be a **non-mandatory pre-proposal conference and site visit** at the **LOCATION** at **11:00 AM**, _____. Proposers are to sign the attendance sign-in sheet which shall act as proof of attendance. All prospective proposers are encouraged to attend. Attendance is highly recommended, but is not mandatory.

Firms desiring to provide the services described above shall submit one (1) original and four (4) copies with **one (1) electronic copy (PDF format preferred) on a CD or flash drive** of their proposals, containing all of the required information **no later than 2:30 pm, March __, 2017**. Submittals will be accepted by hand delivery overnight delivery or by U.S. Mail to Procurement and Contracting Services Division, 121 SW Flagler Avenue, Stuart, Florida 34994. Submittals received after that date and time will not be accepted or considered and will be retained unopened. Submittals will be opened as soon as practicable thereafter.

Mail/Overnight/Hand Deliver Submittal Responses to:
Stuart City Hall
Procurement & Contracting Services Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

Mark outside of envelope: RFP #2017-169 "Downtown Stuart Area Parking Needs Analysis"

Publish Date: February __, 2017

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PART I GENERAL INFORMATION

1.1 OVERVIEW

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to the City of Stuart's solicitation for firms and Consultants to conduct a feasibility study related to the Downtown Stuart Area Parking Needs Analysis, and as described herein.

1.2 DEFINITIONS

"Proposer" shall mean Contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposal.

"County Seat" shall mean the town or City that is the governmental center of a county.

1.3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

Office of Procurement and Contracting Services Division
City of Stuart
121 S.W. Flagler Avenue
Stuart, Florida 34994

1.4 CONTRACT AWARD

The City of Stuart anticipates entering into a contract with the proposer who submits the proposal judged by the City to be most advantageous. The City anticipates awarding one contract, but reserves the right to award to more than one, if it's in the City's best interests to do so. The proposer understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist, and is not binding, until proposals are reviewed and accepted by the City and executed by all parties. A sample Contract is attached to this RFP. The City anticipates that the final contract will be in substantial conformance with the Sample Contract; nevertheless, proposers are advised that any contract which may result from the RFP is subject to negotiation and may deviate from the Sample Contract, if in the City's opinion, such deviation is reasonable, justifiable, and serves the best interest of this procurement and the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to enter negotiations with the second, most responsive and responsible proposer determined by the selection committee, or it may re-solicit proposals.

The City reserves the right to reject all proposals, to waive non-material, technical variances in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

1.5 DEVELOPMENT COSTS

Neither the City, nor its' representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

1.6 **INQUIRIES**

The City will not respond to oral inquiries. Interested proposers may contact the Procurement Office, regarding questions about the proposal at email: purchasing@ci.stuart.fl.us or facsimile: (772) 600-0134. The Procurement Office will also receive written requests for clarification concerning the meaning or interpretation of this RFP, until seven (7) days prior to the submittal date. Questions shall be faxed or emailed with reference to the RFP number. All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

Respondents may not contact any member of the selection committee, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the Procurement Office.

1.7 **TIMETABLES**

The City and proposers shall adhere to the following schedule in all actions concerning this RFP:

- A. On February __, 2017 the City issues the RFP.
- B. From February __, 2017 to March __, 2017, the City will receive and answer written inquiries received by fax, mail or email.
- C. The City must receive the proposals by the closing time and date of 2:30 PM on March __, 2017.
- D. The City will review and evaluate the proposals in a timely manner.
- E. Short listed firms may be scheduled for presentations/clarifications as detailed in 4.1 below.
- F. The City may enter into a contract after obtaining appropriate approvals and conducting negotiations. The City will notify all unsuccessful proposers.
- G. Anticipate effective date of the Contract for these services is intended on or about May __, 2017.

1.8 **DELAYS**

The City may delay scheduled due dates, if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addenda submitted to the City.

1.9 **QUALIFICATION SUBMISSION AND WITHDRAWAL**

The City will receive all proposals at the following addresses:

**Stuart City Hall
Procurement & Contracting Services Division
121 S.W. Flagler Avenue
Stuart, Florida 34994**

To facilitate processing, please mark the outside of the envelope as follows: **RFP #2017-169 “Downtown Stuart Area Parking Needs Analysis”** The envelope shall also include the proposer's return address.

Respondents shall submit one (1) original and four (4) copies of the proposal submittal with each marked "COPY", and **one (1) electronic copy (PDF format preferred) on a CD or flash drive** in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery, mail, or express shipping service.

***THE CITY MUST RECEIVE ALL PROPOSALS BY
2:30 P.M. .***

Due to the irregularity of mail service, the City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City's Procurement Office, as specified above, prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 288-5320, before proposal closing time. A proposal received by the City Procurement Office after the established deadline will be retained unopened.

Proposers may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Proposers may withdraw their submissions in person or by an authorized representative. Proposers and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives), and provide the City with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1.10 ADDENDA

If revisions become necessary, the City will provide written addenda to all respondents who received the Request for Proposals. All addenda issued by the City of Stuart in regard to this RFP shall be acknowledged. Failure to acknowledge all addenda may result in disqualification.

The City will make every effort to notify registered Proposers by email that an addendum has been made to the RFP. The City shall not be responsible for providing notice of addenda to potential proposers who receive a RFP package from sources other than the City or DemandStar by Onvia.

All addenda issued by the City must be acknowledged within the proposal at the time it is submitted to the City.

1.11 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

1.12 INSURANCE

The respondent, if awarded a contract, shall maintain insurance coverage (Item 5.2) reflecting the minimum amounts and coverages as required by the City.

1.13 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount

provided for in s. 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

1.14 SUSPENDED VENDOR

An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State's website at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

1.15 PROPOSAL AS PUBLIC DOMAIN

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of Chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise "restricted".**

1.16 PUBLIC RECORDS: Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or cwhite@ci.stuart.fl.us , City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- I. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- J. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

1.17 BUSINESS TAX RECEIPT

Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the RFP.

1.18 BACKGROUND INFORMATION

As part of the evaluation process, the City reserves the right, to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Proposer, including past performance (experience) with the City by the Proposer or any of their Owners.

1.19 REFERENCES/RECORD CHECK

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Proposer's submission of their RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

1.20 COMPETENCY

Proposals will be considered only from firms, consultants, which are regularly engaged in the business of providing the requested service, and submit evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein.

PART II STATEMENT OF WORK

2.1 PURPOSE

The City of Stuart is soliciting proposals from qualified, experienced Consultants to conduct a feasibility study in the Downtown area of Stuart Florida. Consultant shall provide a basic understanding of local parking conditions and will identify practical parking options, including but not limited to, future land uses and the allowable intensities and densities, the predicted effect of driving services such as Uber and Lyft, autonomous vehicles, and smaller and alternative vehicles, and determining the economic feasibility of future parking facilities of all types.

2.2 PRE-PROPOSAL CONFERENCE & SITE VISIT

There will be a **non-mandatory pre-proposal conference and site visit** at the **LOCATION** at **11:00 AM**, _____. Proposers are to sign the attendance sign-in sheet which shall act as proof of attendance. All prospective proposers are encouraged to attend. Attendance is highly recommended, but is not mandatory. Proposers shall make every effort to attend the published scheduled site visit. Dates for additional appointments may be requested with the City Project Manager, _____, or designee at _____, **but will only be approved/confirmed based on City staff availability**. It is the proposer's responsibility to become fully informed as to the nature and extent of the work required.

2.3 MINIMUM QUALIFICATIONS AND EXPERIENCE

This RFP shall be awarded only to a responsive and responsible proposer, qualified to provide the work specified. The proposer should submit the following information with their proposal response package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the proposal response being considered non-responsive.

- A. Proposer must be licensed and certified by the America Institute of Certified Planners, and be regularly engaged in this type of work.
- B. Contractor shall provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years and provide details of the following: scope of work, location, dates of service, names, addresses and phone numbers of owners, (Page 10-Tab 4).

2.4 PROJECT OBJECTIVES

Proposer shall develop a basic scope of services that utilizes a combination of techniques to estimate parking requirements for current and future downtown development, and conduct a needs analysis study to address the following:

- A. An estimate of current parking requirements based on existing conditions for the Downtown Stuart Area;
- B. An estimate of future parking requirements in Downtown Stuart Area based on current/proposed/potential development projects; and
- C. Develop/recommend strategies for implementation by the City of Stuart to meet any anticipated parking shortfalls.
- D. Evaluate potential sites for consideration of parking facilities.
- E. Determine financial feasibility for construction of additional parking facilities; fiscal impact of recommendations.
- F. Evaluate the use of city-owned “trams” to extend the utility of on-street parking.

2.5 BACKGROUND

The City of Stuart is the County seat of Martin County; the downtown area is a vibrant waterfront entertainment, arts and cultural district that has received various national awards for its “quaint character” and “old Florida charm.” Most recently, Stuart received the 2016 Coastal Living Magazine “Happiest Seaside Town” Award”.

With the success of the downtown area, parking demand has been surging, particularly on weekends. Parking in the summer season (“off-season”) is typically widely available. However, with recent redevelopment of a couple of restaurants that seat 150-200; the Boathouse and Mulligans availability of parking has been strained. During “peak season” (December-March) parking along the main one block area between St. Lucie and Colorado avenues along Osceola Street and Flagler Avenue are at capacity during peak hours.

Recently, the City of Stuart has been engaged in developing a master plan for the Downtown Stuart area that includes a new City Hall, development of 48 rental dwelling units on City owned property, downtown valet parking program, extending Osceola Street, a new streetscape design of the Flagler Avenue and Osceola Street area, and continuing to promote redevelopment of our downtown area through economic development and infrastructure improvements. Therefore, this amount of parking supply should strengthen the commercial vitality of the downtown area, promote redevelopment and spur economic growth, which could benefit the City of Stuart residents.

2010 Parking Master Plan showed that numerically there are a total of 1,696 parking spaces, which 1,417 are public spaces.

- Municipal Parking Supply, including parking durations
- On-Street Parking, including parking durations
- Off-Street Parking

2.6 CONSULTANT RESPONSIBILITIES

Consultant shall:

- A. Prior to initiating work, the Consultant shall submit a report that describes the work plan by tasks/phases, and schedule/timeline of deliverables to the City for prior approval. The Work Plan will provide for frequent opportunities for the City to review Contractor's work so as to ensure that the Contractor's work related to the Study is meeting the objectives of the City.
- B. Evaluate the supply and future demand for parking in the Downtown Stuart Area. Evaluation of demand for parking shall take into consideration existing and future land uses, existing on and off-street parking inventory, duration, turnover, accumulations and trip purposes, as well as daily, weekly, monthly, weekend, evening and seasonal fluctuations. Projected demand should be for a period of 10 and 20 year increments.
- C. Utilize a combination of techniques to test the data necessary to meet all requirements of the study, including but not limited to, a review of previous studies/reports/documents related to parking and economic development, and in particular the 2010 Parking Study, conduct interviews with City personnel, and utilize any other necessary techniques/methods to obtain the data necessary to comprehensively address all requirements of the Parking Analysis Study.
- D. Submit up to date progress reports by tasks/phases.
- E. Issue a Final Report to the City containing the findings/results of the Analysis Study, which specifically addresses each of the deliverables. The Final Report shall contain/identify the data/documentation/reference on which any and the Contractor's entire findings are based. Additionally, the Final Report shall include appropriate text, tabulation, and illustrations to convey a clear and unambiguous understanding of the findings/results, conclusions and recommendations.
- F. Make an oral presentation of the findings/results, conclusions and recommendations of the Analysis Study to the City Commission, including responses to questions posed by the Commissioners.
- G. The Final Report and Oral Presentation (including any appendices, or other parts of such documents) shall be provided both in hard copy and digital formats to the City. The study should be conducted and written with the intent of being a working document. With its content steering the potential implementation of parking strategies.
- H. Final product will become property of the City of Stuart. Hard and electronic copies will be necessary.

PART III INSTRUCTIONS FOR PREPARING SUBMISSIONS

3.1 RULES FOR SUBMISSIONS

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a

proposal pursuant to the RFP. The interested firm or individual must submit one (1) original and four (4) copies of their proposal with each marked "COPY", and **one (1) electronic copy (PDF format preferred) on a CD or flash drive** of the requested data for evaluation. Please tab all support documents or attachments according to the order established in the following paragraph.

3.2 PROPOSAL FORMAT

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the City has no previous knowledge of their product or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds or does not comply with the general specifications.

Letter of Transmittal: The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Consultant's understanding of the scope of work and make a positive commitment to timely perform the work within the requested timeline. An agent authorized to contractually bind Contractor must sign the Letter of Transmittal indicating the agent's title or authority. The transmittal letter shall not exceed two pages in length.

Tab 1: Qualifications/Knowledge/Experience

Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices, location of their project team, corporate structure, ownership interest, and the length of company's existence. The firms shall also submit an organizational chart, staff qualifications, and experience of the firm. Resumes of proposed key personnel (name, company address, phone number, e-mail address) that will be assigned to this project shall include job skills, education, training, experience and professional affiliations/membership. All proposed sub-consultants shall be identified, and the working relationship between the respondent and the sub-consultant shall be explained. Sub-consultants shall also provide key personnel resumes.

The firm shall provide sufficient competent and qualified personnel to effectively carry out its responsibilities under the Basic Contract. The firm shall utilize only competent personnel who are qualified by experience and education. The firm may not make changes in the personnel working on activities pursuant to the Basic Contract without written concurrence of the City.

Tab 2: Task Approach

Provide an outline of the proposed manner in which the tasks/phases will be accomplished, including deliverables with projected timelines for completion of task. Describe all quality control implementation procedures sub-consultant supervision, contract compliance and enforcement of industry standards. Comment on firm's project schedules, budgets and adherence to those items. Discuss ways to maintain schedules. Discuss cost control. Describe any project management systems used to track and control project issues. Describe the communication procedures to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with the City Project Manager and City staff.

Tab 3: Proposed Pricing

Provide a fee proposal for the study. Fees shall be demonstrated per task/phase with a "not to exceed" cap on total cost for the deliverables. For additional services, include an hourly rate schedule of personnel rates. These rates will be valid for the term of the agreement.

Tab 4: Past Performance

Provide a list of three (3) successful projects of a similar nature and size within the past five (5) years, include a final report for each project. Title and brief description of each project shall include:

- Client (contact person, address, telephone number)
- Brief description of Work
- Effective Time Period
- Total value
- Final Report

Tab 5: Insurance

Provide a statement agreeing to obtain (prior to award) Insurance with coverages as detailed in Item 5.2. Provide proof of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the City along with their qualification data. The City of Stuart must be named as an additional insured for all General Liability prior to entering into a contract. The Firm shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirements for insurance contained herein.

Proposers shall provide a sworn statement agreeing to obtain (prior to award) professional liability and/or Errors And Omissions insurance, in the amount of combined single limit of \$750,000, for protection to the City of Stuart from any liability caused by actions or non-actions by the successful proposer. A properly completed Accord Form is preferable. The City requires that it be included as an additional insured and be specifically endorsed to grant the City the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. Any renewal certificate or binder shall be filed with the CITY fifteen (15) days prior to the renewal date.

The Firm shall either cover any sub-consultants on its policy or require the sub-consultants to conform to all requirements for insurance contained herein.

Tab 6: Prohibition Non-Collusion/Conflict of Interest Disclosure Statements

Include the following Statement of Non-Collusion: “The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.”

Include a disclosure statement advising the City of any potential conflict of interest, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.

Signature on the transmittal letter shall certify the veracity of these statements.

Tab 7: Optional Information

Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two pages).

Tab 8: Addenda (if applicable)

All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

PART IV EVALUATION OF SUBMISSIONS

4.1 EVALUATION METHOD AND CRITERIA

- A. **General:** The City's selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. This criterion shall be utilized in the evaluation of the proposals.

The City's evaluation criteria will include, but not be limited to, consideration of the following:

<u>EVALUATION CATEGORIES</u>	<u>POINTS POSSIBLE</u>
Overall qualifications, knowledge, & experience	40 pts
Task Approach	30 pts
Proposed price for work to be accomplished.	20 pts
Past Projects of similar size and nature	10 pts

- B. **Selection:** Proposals will be evaluated using the above criteria. The City will assign this task to a Selection Committee. The City of Stuart reserves the right to select the most qualified individuals/firms from review of the packages submitted and request authorization to negotiate an agreement with the highest ranked individual/firm; or to interview the most qualified Respondents prior to requesting authorization to negotiate an agreement with the highest ranked respondent. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.
- C. **Presentations:** The City may require oral and visual presentations from those firms that are ranked or short-listed. This shall be done at the City's sole discretion when it feels presentations are essential as part of the evaluation process and are in the best interests of the City. The City shall be the sole judge and final arbiter of its own best interests in this matter.
- D. **Negotiations:** After the City ranks the respondents, City staff will take the proposed ranking to the City Commission for approval and authorization to start negotiations with the top ranked firm. After staff concludes negotiations with the respondent(s) selected by the City Commission, staff will present the results of the negotiations to the City Commission with its recommendation for award of a contract. If the City Commission determines that staff is unable to negotiate a satisfactory contract with the respondent(s) considered to be the most qualified at a price the City determines to be fair, competitive, and reasonable, negotiations with that respondent(s) shall be formally terminated. Should the City be unable to negotiate a satisfactory contract with the selected respondent(s), the City may select additional respondent(s) in order of their original ranking, competence and qualification; and will continue negotiations until an agreement is reached. However, as stated in Item 1.4 above, the City reserves the right to reject all proposals, to waive any irregularities, and to re-advertise and solicit for other proposals.

E. Terms and Conditions

All prospective Contractors are hereby cautioned not to contact any member of the Stuart City Commission, the City Manager, the City Attorney (except to discuss grievance matters) or any member of the selection committee. All questions and contacts must be made through the Procurement Office. Attempts to lobby or persuade through other channels will result in disqualification.

Any actual or prospective Contractor who disputes the reasonableness, necessity or competitiveness of the terms and conditions of this request for proposals; selection or award recommendation shall file such dispute in writing with the City Manager, not later than close of business on the proposal opening date, as to the terms and conditions, and within ten (10) days of Commission action as to the selection or award recommendation.

The City reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or to accept the proposal which in its sole judgment best serves the interest of the City.

As required by FS Section 287.133; “A person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or a Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount as stated in FS Section 287.017, for Category Two, for a period of thirty six months from the date of being placed on the convicted vendor list.” Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (904) 488-8131.

- F. Contact Person:** Questions or requests for additional information shall be directed to the Procurement Office, at (772) 288-5320, fax (772) 600-0134, or email: purchasing@ci.stuart.fl.us between the hours of 8:30 a.m. and 5:00 p.m., local time, weekdays.

4.2 ATTACHMENTS

Attachment A: Proposed Agreement

Attachment B: Aerial map with color coding

Attachment C: 2010 Parking Study

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date:2/27/2017

Prepared by:Tim Voelker, P.E. - City Engineer

Title of Item:

RESOLUTION No. 26-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO APPLY FOR AND, IF SUCCESSFUL DESIGNATE THE PUBLIC WORKS DIRECTOR AS THE AUTHORIZED REPRESENTATIVE TO EXECUTE THE GRANT, AND SUBSEQUENTLY APPROVE THE EXPENDITURE OF THE GRANT FUNDS FROM THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM, TO FUND THE IMPROVEMENTS ASSOCIATED WITH SHEPARD PARK; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.(RC)

Summary Explanation/Background Information on Agenda Request:

The intent of this project is to stabilize the shoreline and eliminate erosion into the adjacent waterway by constructing a new seawall at Shepard Park. The project consists of constructing approximately 680 LF of FRP sheeting and 680 LF of a 24" x 24" concrete pile cap, as well as, demolition of the existing timber walkway and construction of an ADA compliant sidewalk. In addition, the project will also include site grading that will help promote percolation of stormwater run-off into the soil rather than discharging into the adjacent District's waterway.

Resolution No. 19-2015 was adopted by the City Commission on March 9, 2015 and authorized the City Manager to apply for grant funds from the Florida Inland Navigation District (FIND) Waterways Assistance Program for construction of a new seawall. FIND subsequently approved assistance funding to the City of Stuart in the amount of \$232,158.00 for the seawall improvements. Due to poor soil conditions encountered onsite, the new seawall requires longer sheet piles and driven prestressed concrete piles for the tieback/deadman anchoring system. These items have increased the original estimated project cost from \$494,000.00 to \$970,000.00. Therefore, the City is requesting an additional \$261,667.50 in FIND approved assistance funding for the 2017 FIND Assistance Program.

Funding Source:

Additional required funding to complete construction of the new seawall:

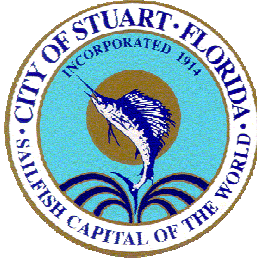
FIND Matching Funds (50%): \$261,667.50 City of Stuart Matching Funds - Infrastructure Sales Tax (50%):
\$261,667.50

Recommended Action:

Approve Resolution No. 26-2017.

ATTACHMENTS:

Description	Upload Date	Type
❑ R26-2017; Shepard Park FIND Grant Application Authorization	2/7/2017	Resolution add to Y drive
❑ Location Map	2/6/2017	Exhibit
❑ Resolution No. 19-2015	2/6/2017	Backup Material



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

RESOLUTION NUMBER 26-2017

RESOLUTION NO. 26-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO APPLY FOR AND, IF SUCCESSFUL DESIGNATE THE PUBLIC WORKS DIRECTOR AS THE AUTHORIZED REPRESENTATIVE TO EXECUTE THE GRANT, AND SUBSEQUENTLY APPROVE THE EXPENDITURE OF THE GRANT FUNDS FROM THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM, TO FUND THE IMPROVEMENTS ASSOCIATED WITH SHEPARD PARK; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart, Florida is interested in carrying out the following described project for the enjoyment of the citizenry of the City of Stuart and the State of Florida:

Project Title: Shepard Park Improvements Part 3

Total Estimated Cost: \$523,335.00

Project Description: The intent of this project is to stabilize the shoreline and eliminate erosion into the adjacent waterway by constructing a new seawall at Shepard Park.

WHEREAS, the Florida Inland Navigation District (FIND) financial assistance is required for the program mentioned above,

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

SECTION 1: The project described above is hereby authorized.

SECTION 2: The City of Stuart shall make application to FIND in the amount of 50% of the actual cost of the project on behalf of said City of Stuart.

SECTION 3: The City of Stuart certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.
3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of Stuart for public use.
4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352(1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.
5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.
6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

SECTION 4: This resolution shall take effect upon adoption.

R26-2017
Shepard Park FIND Grant Application Authorization

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:

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

YES	NO	ABSENT

ADOPTED this 27th day of February, 2017.

ATTEST:

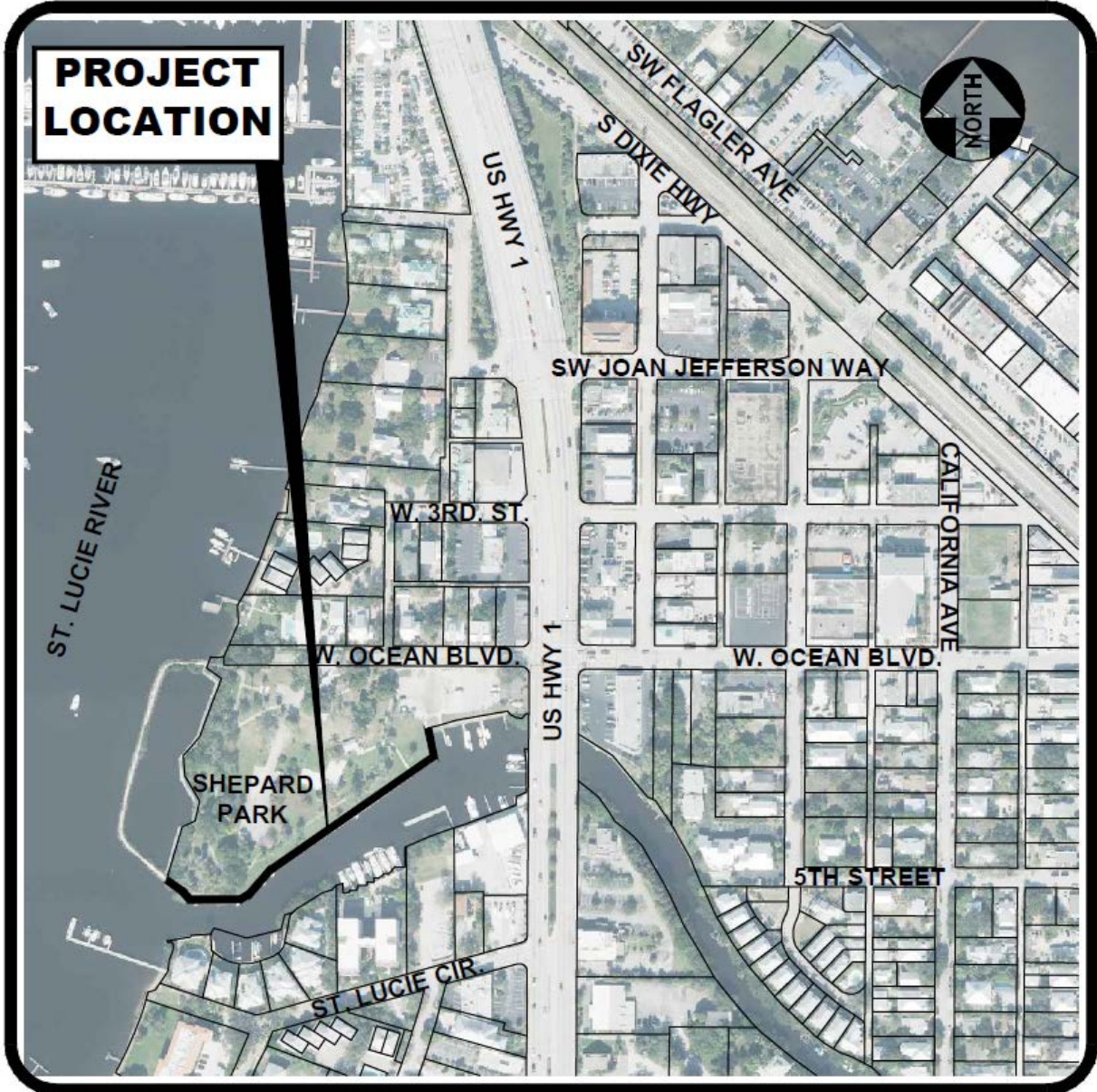
CHERYL WHITE
CITY CLERK

TOM CAMPENNI
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MIKE MORTELL
CITY ATTORNEY

**PROJECT
LOCATION**





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

RESOLUTION No. 19-2015

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY FOR AND, IF SUCCESSFUL AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE GRANT, AND SUBSEQUENTLY APPROVE THE EXPENDITURE OF THE GRANT FUNDS FROM THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM, TO FUND THE IMPROVEMENTS ASSOCIATED WITH SHEPARD PARK; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart, Florida is interested in carrying out the following described project for the enjoyment of the citizenry of the City of Stuart and the State of Florida:

Project Title: Shepard Park Improvements

Total Estimated Cost: \$859,500.00

Project Description: The project consists of the following five components:

1. Construction of a new seawall.
2. Installation of an ADA compliant floating dock.
3. Construction of an ADA compliant restroom facility.
4. Construction of additional vehicle/boat trailer parking.
5. Construction of two environmental education classrooms/pavilions.

Resolution 19-2015
FIND GRANT: SHEPARD PARK

WHEREAS, the Florida Inland Navigation District (FIND) financial assistance is required for the program mentioned above,

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

SECTION 1: The project described above is hereby authorized.

SECTION 2: The City of Stuart shall make application to FIND in the amount of 50% of the actual cost of the project on behalf of said City of Stuart.

SECTION 3: The City of Stuart certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.
3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of Stuart for public use.
4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352(1964) and design and construct all facilities to comply fully with statutes relating to accessibility by handicapped persons as well as other federal, state and local laws, rules and requirements.
5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.
6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

Resolution 19-2015
FIND GRANT: SHEPARD PARK

SECTION 4: This resolution shall take effect upon adoption.

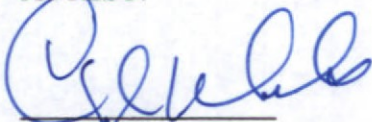
Commissioner CAMPENNI offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner MCDONALD and upon being put to a roll call vote, the vote was as follows:

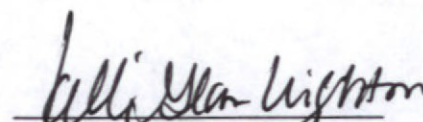
KELLI GLASS LEIGHTON, MAYOR
JEFFREY A. KRAUSKOPF, VICE MAYOR
TOM CAMPENNI, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
TROY A. MCDONALD, COMMISSIONER

YES	NO	ABSENT
		X
X		
X		
X		
X		

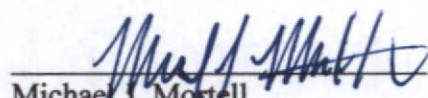
ADOPTED this 9th day of March, 2015.

ATTEST:


Cheryl White
CITY CLERK


Kelli Glass Leighton
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


Michael J. Mortell
CITY ATTORNEY





Shepard Park Site Development Plan Map

SW OCEAN BLVD



LEGEND

- 1 New Seawall
- 2 ADA Compliant Floating Dock
- 3 ADA Compliant Restrooms
- 4 Additional Parking Vehicle/Boat Trailer
- 5 2 Environmental Education Classrooms/Pavilions

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date:2/27/2017

Prepared by:David D. Peters

Title of Item:

RESOLUTION No. 28-2017. RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE EXECUTION OF A IRRIGATION QUALITY WATER AGREEMENT WITH WILLOUGHBY GOLF CLUB, INC. PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES. (RC)

Summary Explanation/Background Information on Agenda Request:

The Willoughby Golf Club will use reclaimed water to irrigate the northern portion of their golf course.

The Irrigation Quality Water Agreement stipulates the Willoughby Golf Club will pay for 100,000 gallons or reclaimed water on a daily basis.

The City of Stuart has the available capacity to provide the Willoughby Golf Club with reclaimed water.

Funding Source:

N/A

Recommended Action:

Adopt Resolution 28-2017.

ATTACHMENTS:

Description	Upload Date	Type
□ Resolution R28-2017	2/13/2017	Resolution add to Y drive
□ Irrigation Quality Water Agreement for Willoughby Golf Club	2/13/2017	Resolution add to Y drive



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 28-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE EXECUTION OF A IRRIGATION QUALITY WATER AGREEMENT WITH WILLOUGHBY GOLF CLUB, INC. PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

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 and City Clerk to execute a Irrigation Quality Water Agreement with Willoughby Golf Club, Inc. as attached hereto as Exhibit "A", and made a part hereof.

SECTION 3: Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

Resolution No. 28-2017
Irrigation Quality Water Agreement – Willoughby Golf Club, Inc.

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:

TOM CAMPENNI, MAYOR
TROY MCDONALD, VICE MAYOR
JEFFREYA.KRAUSKOPF, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
KELLI GLASS LEIGHTON, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 27th day of February, 2017.

ATTEST:

CHERYL WHITE
CITY CLERK

TOM CAMPENNI
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MIKE MORTELL
CITY ATTORNEY

This instrument was prepared by or under the supervision of (and after recording should be returned to):

[Insert name]
City of Stuart, Florida
City Hall
121 SW Flagler Ave.
Stuart, FL. 34994

(Space reserved for Clerk of Court)

Irrigation Quality Water Agreement
Willoughby Golf Club, Inc.

THIS AGREEMENT made and entered into this 3 day of February, 2017 by and between the City of Stuart, a municipal corporation of the State of Florida, 121 SW Flagler Ave, Stuart, Fl 34994 (hereinafter referred to as the “City”) and **Willoughby Golf Club, Inc.**, a Florida corporation not for profit, 3001 SE Doubleton Drive, Stuart, Florida 34997 (hereinafter referred to as the “Owner”).

WITNESSETH:

WHEREAS, the City owns and operates a wastewater treatment system which is capable of producing reclaimed water (as that term is defined by the Florida Department of Environmental Protection (“FDEP”) of irrigation quality (hereinafter referred to as “IQ Water”) for use on grasses, woodlands, golf courses, residential and common landscaped areas, and other types of approved vegetation; and,

WHEREAS, local governments are encouraged to implement programs for the use of IQ Water by the State of Florida to conserve drinking water supplies and recharge underground aquifers; and,

WHEREAS, the Owner is the owner of land adjacent to the City’s water and wastewater utility service area, as more fully described on Exhibit “A” (the “Property”), and wishes to utilize IQ Water on such lands; and,

WHEREAS, the City agrees to deliver IQ Water and the Owner agrees to receive and beneficially use this IQ Water for the purposes set forth in this agreement.,

NOW, THEREFORE, in accordance with the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1.0 RECITALS.

The recitals above are true and correct and are hereby incorporated into and made a part hereof.

2.0 PROPERTY TO BE SERVED.

The **Owner** shall only use the IQ Water for irrigation purposes on the Property. The **Owner** acknowledges that IQ Water is not potable water and may not be used for drinking water or other potable water uses.

3.0 SPECIFIC PROVISIONS.

Conditions specific to the **Owner** are described in **Exhibit B** which is attached hereto and incorporated herein by this reference. Such conditions shall include:

- 3.1 Characteristics of the Property's IQ Water Use. An illustration of **Owner** succession, the category of the Property's type of use for IQ Water, the irrigated acres with the daily irrigation demand; and a description of the user's irrigation method and components.
- 3.2 Rates, Fees and Charges. Description of current costs to the **Owner** associated with the **City's** production and distribution of IQ Water.
- 3.3 Specific Conditions of Operation. Site specific operating requirements based upon user characteristics.

4.0 FEES & CHARGES.

- 4.1 The **Owner** shall pay the **City** the service charges in effect at the time the service is provided in addition to any fees, as set forth in Exhibit B. Such fees and charges shall be set by the **City**. The fees and charges may include, but not limited to, application fees, review fees, connection fees, base facility charges, and service charges for the IQ Water. The **City** shall invoice the **Owner** monthly based on a billing cycle period as the **City** may determine.
- 4.2 Invoices for IQ Water shall be due when rendered. A bill shall be deemed rendered when mailed United States mail, postage prepaid, or when delivered to the customer's address. Any bill remaining unpaid thirty (30) days after rendering shall be deemed delinquent and shall accrue a late charge equal to one and one half percent (1 ½%) of the outstanding balance, with a minimum late charge of two dollars (\$2.00). Any balance outstanding on a delinquent bill shall accrue interest charges of eighteen (18) percent per annum from the date of delinquency until paid.
- 4.3 The **City** shall have the sole and exclusive right to set fees and charges for IQ Water (usually expressed in terms of a dollar amount per thousand gallons). The IQ Water fees and charges may be changed at any time at the sole discretion of the **City** and

such changes shall apply to the **Owner** and this Agreement at the time of such change.

5.0 ALLOCATION OF IRRIGATION QUALITY WATER

- 5.1 The **City** shall provide an allocation of IQ water in the amount of one hundred thousand (100,000) gallons per day (gpd) (herein referred to as the "Allocated Amount") of Reclaimed Water, as defined in Rule 62-610.100 and Rule 62-610.300 (Florida Administrative Code) F.A.C, as long as the availability of IQ Water is sufficient to meet such allocation.
- 5.2 In addition to the Allocated Amount of IQ Water set forth in Paragraph 5.1, the **Owner** may request additional IQ Water if the **City** determines, in its sole discretion, that it has availability of IQ Water in excess of that allocated to other users. The **City** may offer part or all of the excess on an "as available" basis. If the **Owner** wishes to use any of the excess IQ Water, it shall notify the **City** in writing with a request for additional daily volume and shall pay the service charges for the additional quantity. Either party, upon two (2) days prior written notice, may terminate the use of excess IQ Water at any time for any reason. The **Owner** agrees the **City** is under no obligation to provide excess IQ Water and the provision of excess IQ Water at any time does not grant the **Owner** any rights to the excess IQ Water or any right to a continuation of such supply.
- 5.3 During the term of this agreement, the **Owner** may not refuse to accept the Allocated Amount of IQ Water reserved herein except as provided in Paragraph 9.0. The **Owner** may however request in writing that the **City** temporarily reduce the Allocated Amount of IQ Water and hereby agrees that (1) it is within the sole discretion of the **City** whether to grant the **Owner's** request and (2) that the **City** may refuse such request in its sole and absolute discretion. In the event the **City** is unable to deliver the full Allocated Amount within a twenty-four (24) hour period, the **City** may make up any deficiency in the next twenty-four (24) hour period.
- 5.4 For purposes of this Agreement, each day equals a twenty-four (24) hour period, which begins at midnight, 12:00 a.m. The **City** shall have the sole discretion to determine the time of day for delivery of the IQ Water to the **Owner**.

6.0 REDUCTION IN ALLOCATION OF IRRIGATION QUALITY WATER

In the event that from time to time, the availability of IQ Water is insufficient to meet all of the **City's** expected IQ Water system demands, including the Allocated Amount, the **City** shall allocate available IQ Water to the **Owner** on a proportional basis with all its other IQ Water customers. If IQ Water is allocated on a proportional basis, then the **Owner** shall only be obligated to pay based on the proportional share allocated to the **Owner**. The **City** shall attempt to deliver the Allocated Amount on a daily basis, subject to operational conditions which may prevent such daily delivery.

7.0 THE OWNER'S OBLIGATIONS.

- 7.1 The **Owner** has prepared and submitted to the **City**, at **Owner's** sole expense, the plans, and specifications for the system necessary to deliver the IQ Water from the **City's** facilities to the IQ Water meter(s) serving the Property ("Off-Site Facilities"). The **City** shall maintain, and calibrate from time to time, the IQ Water meter(s). The IQ Water meter(s) shall be used for the determination of daily quantities of IQ Water delivered to the **Owner**. All plans and specifications must comply with the current "Standards and Specifications" of the **City** and be approved by the **City** before submittal to the permitting agencies. The **City shall construct, own and maintain the Off-Site Facilities and install the IQ Water meter(s).**
- 7.2 The design, permitting, construction, operation, and maintenance of all IQ Water facilities located on the **Owner's** side of the IQ Water meter(s), which includes, but is not limited to, transmission lines, pumps, storage facilities, irrigation equipment and all irrigation application systems ("On-Site Facilities"), shall be the **Owners** sole responsibility and expense. All construction of on-site IQ Water lines and facilities shall be subject to the **City's** Standards and Specifications for review and approval prior to construction. The **Owner** shall retain ownership of all such On-Site Facilities as well as the operation and maintenance responsibilities. The **Owner** shall not remove or make material alterations to the On-Site Facilities without the prior written consent of the **City** which consent shall not be unreasonably withheld, delayed or denied.
- 7.3 The **Owner** shall use the IQ Water to irrigate the Property in a manner consistent with all Federal, State, and Local statutes, ordinances, regulations, and policies, including but not limited to those promulgated by FDEP, the South Florida Water Management District ("SFWMD"), the **City** and other applicable governmental agencies, including, but not limited to, the "Reclaimed Water" rules and regulations, as defined in the FDEP rules set forth in Chapter 62-610,100, 62-610.200 and 62-610.300, Florida Administrative Code, as amended from time to time, incorporated herein by reference (collectively, the "Reuse Rules"), and the **Owner's** SFWMD Storm Water Management Permit. Before final approval of construction plans and specifications, the **Owner** shall file with the **City** a written plan that illustrates functions of reliable system management. The plan shall be updated and submitted in writing annually or when amended. The plan shall demonstrate the **Owner's** strict compliance with the Reuse Rules, including but not limited to ensuring the protection of public health and the prevention of discharge of IQ Water into areas for drainage and retention and State of Florida waters not permitted to receive IQ Water. The plan shall address each of the following:
- 7.3.1 The intended uses of the IQ Water;
- 7.3.2 A distribution plan and schedule of operation;
- 7.3.3 An operating protocol demonstrating daily start to finish operation; action plans for addressing pipe ruptures and irrigation system failure and end user access to irrigation system owner and operator.

- 7.4 The **Owner** acknowledges Specific Condition 14 A in Amendment 15 to the Willoughby Planned Unit Development Zoning Agreement dated May 26, 1998 that states “the primary source of irrigation water for the golf course and road-rights-of-way shall be wastewater effluent, which shall be used to the maximum extent available”.
- 7.5 The **Owner** acknowledges Specific Condition 14 B in Amendment 15 to the Willoughby Planned Unit Development Zoning Agreement dated May 26, 1998 that states, “Owner agrees to accept sewage effluent for golf course irrigation, when available in sufficient quality and quantity in accordance with South Florida Water Management District and Department of Environmental Regulation regulations, at such rates and charges as may be in effect”.
- 7.6 The **Owner** agrees to comply with all requests by the **City** for information concerning On-Site Facilities operations and maintenance, in addition to complying with the Reuse Rules. The **Owner** agrees to revise their operating protocol upon request if such revisions are need for compliance with the Reuse Rules, respond in writing to such requests by the **City** within thirty (30) days of notification, and implement those requests within sixty (60) days. Where threats to public health and the environment are of concern, action shall be taken immediately. The **Owner** understands that, from time to time, the Reuse Rules may be amended and such changes shall apply to the **Owner** and this Agreement at the time of such change.
- 7.7 The **Owner** shall abide by the **City**’s “Cross Connection Control Program” in order to prevent cross connections between IQ Water and potable water systems. Additionally, the **Owner** shall take all reasonable precautions to prevent the inadvertent consumption of IQ Water as required in the Reuse Rules, including by informing employees, contractors, agents, residents, and invitees as to the source of irrigation water and by emphasizing the significance of color codes and pipe labels.
- 7.7 The **Owner** shall be deemed to take possession of the IQ Water at the discharge side of the IQ Water meter. The **Owner** may not transfer or re-sell the IQ Water to any party.
- 7.8 Upon prior written request and approval by the **City**, the **Owner** may change the location of the site or sites within **Owner**’s Property where the **Owner** intends to apply the IQ Water provided such change remains in compliance with the Reuse Rules all and the terms and conditions of this Agreement.

8.0 CITY RIGHTS

- 8.1 The **City** shall have the sole discretion to replace, modify, or relocate any part of the off-site IQ Water facilities or wastewater treatment facilities. The **City** shall be responsible for all direct and immediate costs of such changes; however, such costs may be reflected in the fees and charges, as established according to the provisions

set forth in Paragraph 4.2, and assessed against IQ Water system users and wastewater system users on a fair and equitable basis. The **City** may supplement IQ Water with other irrigation quality water sources from time to time in its discretion.

- 8.2 The **City** shall have the right, when reasonably necessary and upon reasonable prior written notice to Owner, to enter upon the **Owner's** Property to review and inspect the **Owner's** operating practices, irrigation equipment, meters, monitoring wells, and potential for cross connections to confirm compliance with this Agreement and/or the Reuse Rules.

9.0 FORCE MAJEURE & INDEMNIFICATION

- 9.1 If acts of God, war, civil disturbance, governmental action, including the revocation of any license or permit necessary for the construction and operation of facilities and services contemplated in this Agreement, where such revocation is not the **Owner's** or the **City's** fault, or any other causes beyond the **Owner's** or the **City's** control which can reasonably be expected to have a significant adverse effect upon the construction, operation or provision of IQ Water contemplated by this Agreement, then the time for performance shall be extended to the extent such performance or obligation is so limited or prevented by such occurrence, without liability to either party.

- 9.2 The **Owner** agrees to defend, indemnify and hold harmless, the **City**, and its officials, officers agents employees and representatives, past, present and future ("City Parties"), from and against any and all liabilities, losses, suits, claims, judgments, fines, penalties or demands arising by reason of injury or death of any person or damage to any property, including reasonable costs for investigation and legal defense thereof (including, but not limited to attorney fees, court costs and expert witness fees) of any nature whatsoever arising out of or incident to this Agreement or the **Owner's** use of the IQ Water, including but not limited to **Owner's** failure to comply with the terms of this Agreement as well as failure to utilize the IQ Water in accordance with **City** operating standards and Reuse Rules, except to the extent of such injury, death or damage is caused by the sole negligence of the City Parties. Provided however, nothing herein shall be construed to be a waiver of the **City's** sovereign immunity provided by the Florida Constitution or Section 768.28 Fla. Statutes. (2002).

10.0 PERMIT APPLICATIONS.

Both parties agree to fully cooperate and assist the other whenever a permit application is submitted to any regulatory agency. Responsibility for submitting the permit application and the expenses involved shall be according to the provisions set forth herein.

11.0 LIABILITY FOR FAILURE TO DELIVER IQ WATER.

11.1 The **Owner** understands and acknowledges that the **City** cannot guarantee the delivery of a set amount of IQ Water. Events that may affect delivery include, but are not limited to, the following:

11.1.1 A reduction of flow to the **City's** wastewater treatment system because of a reduction in customer use;

11.1.2 A reduction of flow through the **City's** wastewater treatment system because of a process or distribution system failure;

11.1.3 Characteristics of the raw wastewater flows or treated wastewater flows resulting in below standard IQ Water, which makes it impracticable or cost prohibitive to treat;

11.1.4 Equipment failure, which interrupts or adversely impacts the treatment, storage, pumping, or transmission of the raw flows or IQ Water;

11.1.5 Any other act of God, public enemy, war, national emergency, or governmental restrictions on the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or any other casualty, disaster, or catastrophe, unauthorized use, any change in any governmental rule or regulation, or any ruling, order, decree or judgment, restraining order or injunction of any court of competent jurisdiction.

11.2 The **Owner** further agrees that the **City** shall not be liable to the **Owner** for any damages or expenses, including direct, indirect, incidental, consequential or special damages incurred in any manner by the **Owner** because of the **City's** failure to deliver IQ Water.

12.0 TERM AND TERMINATION.

12.1 The initial term of this Agreement shall be ten (10) years from the date of this agreement unless sooner terminated in accordance with its terms. Thereafter, this Agreement shall renew on the same terms and conditions, except as otherwise provided herein, for successive renewal terms of two (2) years each, unless sooner terminated in accordance with its terms. **Owner** acknowledges that fees and charges are subject to the provisions of Section 4.0 herein. Notwithstanding the foregoing, either party has the ability to terminate this Agreement by delivering written notice to the other party one hundred eighty (180) days prior to the expiration of the initial term or any renewal term.

12.2 If, through no fault of the party involved, any Federal, State, or Local government or agency fails to issue or renew necessary permits, grant necessary approvals, or requires a material change in the **City's** wastewater treatment system or IQ Water

system, or the **Owner's** present irrigation system, including without limitation, lakes, storage facilities, distribution lines, and equipment, then to the extent necessary and if possible, the parties agree to negotiate an amendment to this Agreement to reflect the change in condition. If it becomes impossible or impracticable to perform under this Agreement because of the above, or the parties cannot reach a negotiated amendment to the Agreement, then either party may terminate this Agreement upon written notice to the other.

13.0 DEFAULT.

Upon a party's breach of this Agreement, the non-breaching party may serve written notice on the breaching party which shall explain the event causing the breach and the steps that need to be taken to cure the breach. The breaching party shall have fifteen (15) days in which to cure, or in the event the breaching party cannot cure within fifteen (15) days, the breaching party shall begin to cure within fifteen (15) days and diligently, proceed to complete the cure. If the breach has the potential to adversely affect the public health or safety, then a shorter cure period may be indicated in the written notice. Upon the breaching party's failure to cure within the time set forth above, the non-breaching party may terminate this Agreement. Nothing herein shall be deemed to be the exclusive remedy in the event of a breach and the termination of this Agreement because of a breach shall not preclude the non-breaching party from pursuing any other remedy allowed in equity or at law.

14.0 ASSIGNABILITY.

14.1 This Agreement may be assigned by the **Owner** only upon the prior written approval of the **City** and on forms approved by the **City**. The **City** may assign this Agreement without the consent of the **Owner**. The rights granted herein regarding the volume of IQ Water run with the land and are not the personal property of the **Owner**.

14.2 This Agreement shall run with the land and be binding upon and inure to the benefit of the **Owner** and the **City**, their respective assigns and successors by merger, consolidation, conveyance or act of law.

15.0 EXHIBITS AND ATTACHMENTS

Exhibit A – Property Description

Exhibit B – Specific Provisions

16.0 NOTICES.

16.1 Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving notice) by any of the following methods:

- a) Hand delivery to the other party's authorized representative; or
- b) Delivery by commercial overnight courier service; or
- c) Mailed by registered or certified mail (postage prepaid), return receipt requested.

16.2 For purposes of notice the addresses are as follows:

Owner:

Willoughby Golf Club, Inc.
3001 SE Doubleton Drive
Stuart, Florida 34997

City:

City Manager
City Hall
121 SW Flagler Ave.
Stuart, FL 34994

Copy to:

City Attorney
City Hall
121 SW Flagler Ave.
Stuart, FL 34994

Public Works Director
City Hall
121 SW Flagler Ave.
Stuart, FL 34994

16.3 Notice given in accordance with the provisions of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal service as not delivered as the case may be, if mailed.

17.0 MISCELLANEOUS CLAUSES

17.1 SURVIVAL OF OBLIGATION.

The rights, privileges, obligations, and covenants of the parties shall survive the completion of any work and construction of all facilities contemplated by this Agreement. The provisions of Section 9.2 and Section 13, shall survive termination or expiration of the Agreement.

17.2 GOVERNING LAW AND VENUE.

This Agreement shall be governed, construed, and interpreted under the laws of the State of Florida and all actions arising out of this Agreement shall be brought exclusively in state court in Martin County, Florida.

17.3 CAPTIONS.

Captions in this Agreement are included for convenience only and are not to be considered in any construction or interpretation of this Agreement or any of its provisions.

17.4 SEVERABILITY.

If any provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue to be valid and enforced to the fullest extent permitted by law.

17.5 CONSTRUCTION.

All pronouns shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the party or parties may require.

17.6 COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same document.

17.7 LITIGATION AND ATTORNEYS' FEES.

In the event, it becomes necessary for either party to bring an action in a court of law to enforce any of its rights or remedies under this Agreement, each party shall bear its own costs.

17.8 TIME OF THE ESSENCE.

Except for "unavoidable delays", it is hereby understood and agreed by the parties that time is of the essence throughout this Agreement. The term "unavoidable delay" shall mean delays as defined in Paragraph 9.1(e) and beyond the control of either party.

17.9 RECORDATION.

A copy of this Agreement shall be filed in the official records of Martin County without the plans and specifications.

18.0 ENTIRE AGREEMENT AND ACKNOWLEDGEMENT OF RULES AND REGULATIONS

- 18.1 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements of understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or

alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties with the formality and of equal dignity herewith.

- 18.2 **Owner** hereby certifies that it has read and reviewed all **City** rules and regulations concerning the use of reclaimed water (IQ Water) as well as all applicable Federal and State rules and regulations and agrees to comply with all such rules and regulations.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the date first written.

FOR THE CITY OF STUART, FLORIDA

Mayor, Eula R. Clarke

ATTEST:

City Clerk, Cheryl White

APPROVED AS TO FORM AND CORRECTNESS

City Attorney, Michael Mortell

Signed, sealed and delivered
in the presence of:

M. Baehm
Printed Name: Mackenzie Baehm

S. Donovan
Printed Name: Stephanie Donovan

WILLOUGHBY GOLF CLUB, INC.

By: M. K...
Title: General Manager

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 3 day of February,
by Michael Reilly, as General Manager, on behalf of Willoughby Golf Club,
Inc.. He/She/They are personally known to me or produced _____ as
identification.

(NOTARY SEAL)

Julie Surace

NOTARY PUBLIC, STATE OF FLORIDA

Print Name Julie Surace

My Commission Expires: May 13, 2018



EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT A

Tract GC-1, WILLOUGHBY PLAT NO. 2, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 11, page 72, said lands situate, lying and being in Martin County, Florida.

Tract GC-2, WILLOUGHBY PLAT NO. 3, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 11, page 73, said lands situate, lying and being in Martin County, Florida.

Tract GC-3, WILLOUGHBY PLAT NO. 4, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 12, page 3, said lands situate, lying and being in Martin County, Florida.

Tracts GC-4 and GC-5, WILLOUGHBY PLAT NO. 5, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 12, page 15, said lands situate, lying and being in Martin County, Florida.

Tract GC-6, WILLOUGHBY PLAT NO. 8, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 13, page 1, said lands situate, lying and being in Martin County, Florida.

Tract GC-7, WILLOUGHBY PLAT NO. 10, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 13, page 11, said lands situate, lying and being in Martin County, Florida.

Tracts GC-8 and GC-9, WILLOUGHBY PLAT NO. 12, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 13, page 41, said lands situate, lying and being in Martin County, Florida.

Tracts GC-10 and GC-11, WILLOUGHBY PLAT NO. 13, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 13, page 89, said lands situate, lying and being in Martin County, Florida.

Tracts GC-12 and GC-13, WILLOUGHBY PLAT NO. 14, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 14, page 33, said lands situate, lying and being in Martin County, Florida.

Tracts GC-14 and GC-15, WILLOUGHBY PLAT NO. 15, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 14, page 46, said lands situate, lying and being in Martin County, Florida.

All, WILLOUGHBY PLAT NO. 7, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 12, page 47, said lands situate, lying and being in Martin County, Florida.

Tracts GCW-1 and GCW-2, WILLOUGHBY PLAT NO. 2, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 11, page 72, said lands situate, lying and being in Martin County, Florida.

Tract GCW-2, WILLOUGHBY PLAT NO. 3, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 11, page 73, said lands situate, lying and being in Martin County, Florida.

Tracts GCW-5(A), GCW-5(B), GCW-7, GCW-8, GCW-9, WILLOUGHBY PLAT NO. 5, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 12, page 15, said lands situate, lying and being in Martin County, Florida.

Tract GCW-20, WILLOUGHBY PLAT NO. 8, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 13, page 1, said lands situate, lying and being in Martin County, Florida.

Tracts GCW-11, WILLOUGHBY PLAT NO. 12, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 13, page 41, said lands situate, lying and being in Martin County, Florida.

Tracts GCW-6, GCW-16, GCW-17 and GCW-18, WILLOUGHBY PLAT NO. 13, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 13, page 89, said lands situate, lying and being in Martin County, Florida.

Tract GCW-19, WILLOUGHBY PLAT NO. 14, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 14, page 33, said lands situate, lying and being in Martin County, Florida.

Tract GCW-20, WILLOUGHBY PLAT NO. 15, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 14, page 46, said lands situate, lying and being in Martin County, Florida.

Tracts WP-3, WP-17, and WP-18, WILLOUGHBY PLAT NO. 5, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 12, page 15, said lands situate, lying and being in Martin County, Florida.

Tracts WP-20 and WP-22, WILLOUGHBY PLAT NO. 8, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 13, page 1, said lands situate, lying and being in Martin County, Florida.

Tract WP-19, WILLOUGHBY PLAT NO. 12, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 13, page 41, said lands situate, lying and being in Martin County, Florida.

END OF LEGAL DESCRIPTION

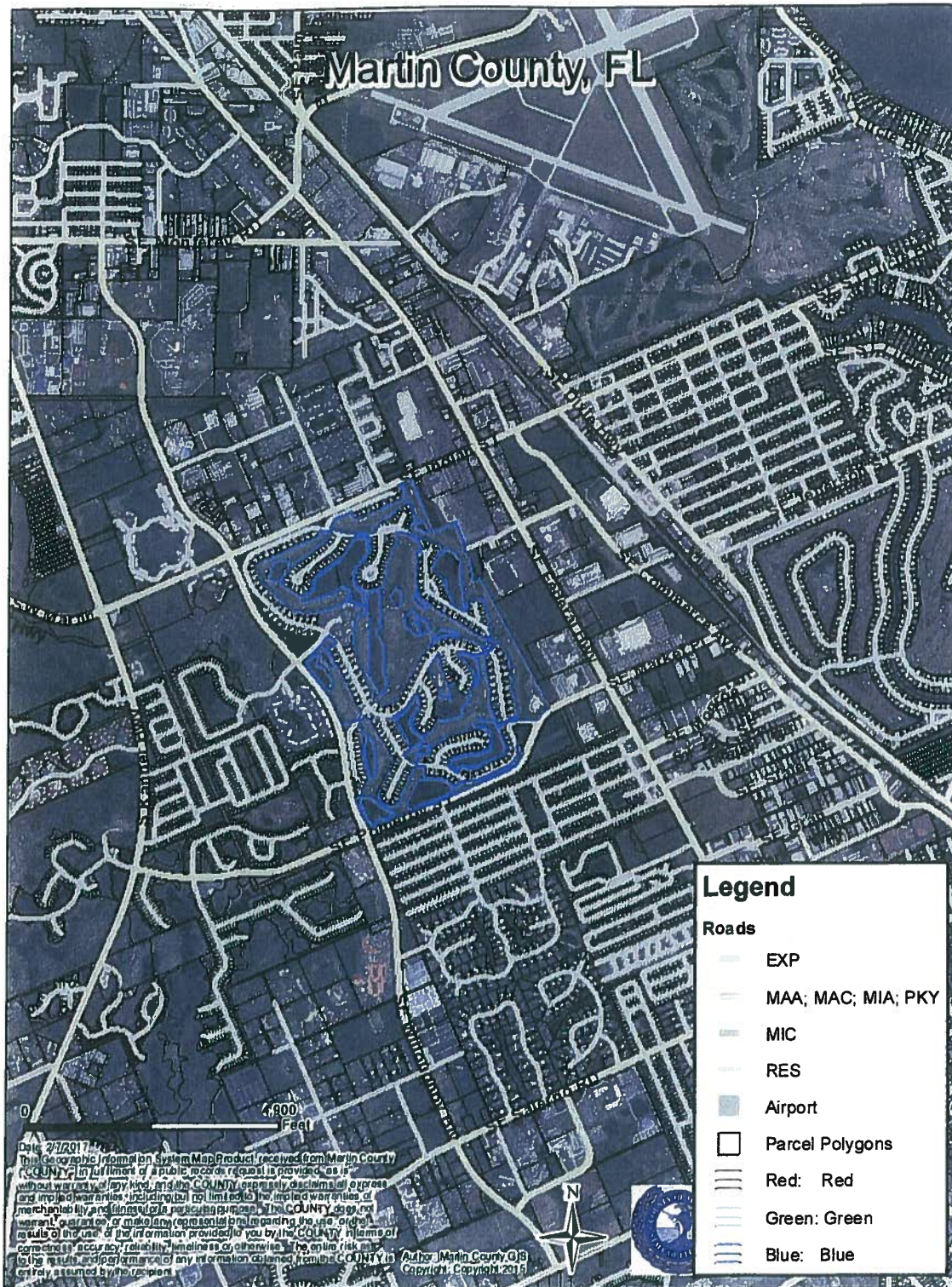


EXHIBIT "B"
SPECIFIC PROVISIONS

1. IQ Water shall be deemed available to **Owner** when the functioning Off-Site Facilities and On-Site Facilities have been completed and placed into service. It shall be the **Owner's** sole responsibility to obtain the necessary permits and to connect the On-Site Facilities to the IQ Water Meter(s). **Owner** shall design the On-Site Facilities to accommodate spray irrigation with IQ Water and provide adequate area for storage for such IQ Water in accordance with the Reuse Rules and as more specifically set forth below.

2. **Owner** agrees to pay to the **City** the monthly charges for the Allocated Amount on a take or pay basis. Should additional IQ Water be available from the **City**, and the **City** makes additional IQ Water available to the **Owner**, the **Owner** agrees to pay for any additional IQ Water used in accordance with the rates for usage of greater than the Allocated Amount per day for each one thousand (1,000) gallons used.

3. The **Owner** shall discharge the IQ Water to **Owner's** existing lakes within the Property, and shall draw the IQ Water from the existing lakes to irrigate the Property. The **Owner's** stormwater management system, including the lakes to which the IQ Water will be discharged, will be designed to store a minimum of one (1) day's IQ Water delivery plus **Owner's** daily irrigation demand in excess of the IQ Water delivery. **Owner** shall provide detailed plans and specifications for the On-Site Facilities and irrigation system to the **City**.

4. In the event **Owner's** stormwater management system cannot accept IQ Water deliveries on a given day without exceeding the storage minimum in (3) above, **Owner** shall promptly notify the **City**.

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date:2/27/2017

Prepared by:jchrulski

Title of Item:

RESOLUTION No. 30-2017: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING SENATE BILL 10 RELATING TO WATER RESOURCES; REVISING THE STATE BOND REQUIREMENT FOR LAND ACQUISITION, INCREASING THE MINIMUM ANNUAL FUNDING FOR CERTAIN EVERGLADES PROJECTS, AND REQUIRING THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT TO SEEK PROPOSALS FROM WILLING SELLERS OF PROPERTY WITHIN THE EVERGLADES AGRICULTURAL AREA FOR LAND THAT IS SUITABLE FOR THE RESERVOIR PROJECT. (RC)

Summary Explanation/Background Information on Agenda Request:

Senate Bill 10 provides for State bond funding for land acquisition and management. The purpose of this acquisition will be to purchase land from willing private sellers South of Lake Okeechobee, which will be used as a water reservoir. These lands were also identified in a UF Study on the Lake Okeechobee issue as the necessary in providing the best measurable outcome.

Funding Source:

N/A

Recommended Action:

Adopt R30-2017

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> R30-2017 Support SB10 - Water Resources and Land Acquisition	2/21/2017	Resolution add to Y drive
<input type="checkbox"/> SB10 (Bradley)	2/21/2017	Resolution add to Y drive



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 30-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING SENATE BILL 10 RELATING TO WATER RESOURCES; REVISING THE STATE BOND REQUIREMENT FOR LAND ACQUISITION, INCREASING THE MINIMUM ANNUAL FUNDING FOR CERTAIN EVERGLADES PROJECTS, AND REQUIRING THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT TO SEEK PROPOSALS FROM WILLING SELLERS OF PROPERTY WITHIN THE EVERGLADES AGRICULTURAL AREA FOR LAND THAT IS SUITABLE FOR THE RESERVOIR PROJECT.

* * * * *

WHEREAS, the City of Stuart City Commission believes that State acquisition of agricultural lands south of Lake Okeechobee is a necessary, expedient public endeavor, which will provide for water treatment and retention while reducing the need for freshwater discharges into the St. Lucie and Caloosahatchee Estuaries; and

WHEREAS, an independent University of Florida study commissioned by the Florida Senate in 2014 concluded that acquiring between 11,000 and 129,000 acres of additional water storage, treatment, and conveyance south of Lake Okeechobee would provide a maximum benefit to the estuaries and the Everglades; and

WHEREAS, the lands identified for purchase and acquisition for water retention and conveyance purposes includes U.S. Sugar option lands and those of additional willing sellers.

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

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

SECTION 2: The City of Stuart, Florida supports Senate Bill 10 relating to water resources; revising the State bond requirements for land acquisition, increasing the minimum annual funding for certain everglades projects, and requiring the south Florida Water Management District to seek proposals from willing sellers of property within the Everglades Agricultural Area for land that is suitable for the reservoir project.

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

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

YES	NO	ABSENT

ADOPTED this 13th day of February 27, 2017.

ATTEST:

CHERYL WHITE
CITY CLERK

TOM CAMPENNI
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

By Senator Bradley

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1 A bill to be entitled
2 An act relating to water resources; amending s.
3 201.15, F.S.; revising the requirements under which
4 certain bonds may be issued; amending s. 215.618,
5 F.S.; providing an exception to the requirement that
6 bonds issued for acquisition and improvement of land,
7 water areas, and related property interests and
8 resources be deposited into the Florida Forever Trust
9 Fund and distributed in a specified manner; creating
10 s. 373.4598, F.S.; providing legislative findings and
11 intent; defining terms; requiring the South Florida
12 Water Management District to seek proposals from
13 willing sellers of property within the Everglades
14 Agricultural Area for land that is suitable for the
15 reservoir project; clarifying that all appraisal
16 reports, offers, and counteroffers are confidential
17 and exempt from public records requirements; requiring
18 the district to assign the Entire Option Property Non-
19 Exclusive Option of a specified agreement to the Board
20 of Trustees of the Internal Improvement Trust Fund
21 under certain circumstances; requiring the district to
22 retain the agreement's option under certain
23 circumstances; requiring the board or the district, as
24 applicable, to exercise the specified option by a
25 certain date under certain circumstances; providing
26 requirements for the Proposed Option Property Purchase
27 Price; authorizing the disposal or exchange of certain
28 land or interests in land for certain purposes;
29 requiring the district to begin, seek permitting for,
30 and construct the reservoir project under certain
31 circumstances; requiring the district, in coordination
32 with the United States Army Corps of Engineers, to

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begin the planning study for the reservoir project by
a specified date under certain circumstances;
requiring the district to identify specified lands
under certain circumstances; providing requirements
for the planning study; requiring the district, in
coordination with the United States Army Corps of
Engineers, to seek Congressional authorization for the
reservoir project under certain circumstances;
authorizing certain costs to be funded using Florida
Forever bond proceeds under certain circumstances;
specifying how such bond proceeds shall be deposited;
authorizing the use of state funds for the reservoir
project; requiring the district to seek additional
sources of funding; requiring the district to seek
federal credits under certain circumstances; requiring
the district to request the United States Army Corps
of Engineers, in the Corps' review of the regulation
schedule, to consider any increase in southern outlet
capacity of Lake Okeechobee; amending s. 375.041,
F.S.; increasing the minimum annual funding for
certain Everglades projects under specified
circumstances; requiring the district and the board to
notify the Division of Law Revision and Information by
a certain date of specified land acquisitions;
providing a directive to the division; providing
contingent appropriations; providing effective dates,
one of which is contingent.

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

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Section 1. Paragraph (a) of subsection (3) of section 201.15, Florida Statutes, is amended to read:

201.15 Distribution of taxes collected.—All taxes collected under this chapter are hereby pledged and shall be first made available to make payments when due on bonds issued pursuant to s. 215.618 or s. 215.619, or any other bonds authorized to be issued on a parity basis with such bonds. Such pledge and availability for the payment of these bonds shall have priority over any requirement for the payment of service charges or costs of collection and enforcement under this section. All taxes collected under this chapter, except taxes distributed to the Land Acquisition Trust Fund pursuant to subsections (1) and (2), are subject to the service charge imposed in s. 215.20(1). Before distribution pursuant to this section, the Department of Revenue shall deduct amounts necessary to pay the costs of the collection and enforcement of the tax levied by this chapter. The costs and service charge may not be levied against any portion of taxes pledged to debt service on bonds to the extent that the costs and service charge are required to pay any amounts relating to the bonds. All of the costs of the collection and enforcement of the tax levied by this chapter and the service charge shall be available and transferred to the extent necessary to pay debt service and any other amounts payable with respect to bonds authorized before January 1, 2017, secured by revenues distributed pursuant to this section. All taxes remaining after deduction of costs shall be distributed as follows:

(3) Amounts on deposit in the Land Acquisition Trust Fund

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shall be used in the following order:

(a) Payment of debt service or funding of debt service reserve funds, rebate obligations, or other amounts payable with respect to Florida Forever bonds issued pursuant to s. 215.618. The amount used for such purposes may not exceed \$300 million in each fiscal year. It is the intent of the Legislature that all bonds issued to fund the Florida Forever Act be retired by December 31, 2040. Except for bonds issued to refund previously issued bonds, no series of bonds may be issued pursuant to this paragraph unless such bonds are approved and the debt service for the remainder of the fiscal year in which the bonds are issued is specifically appropriated in the General Appropriations Act or other law with respect to bonds issued for the purposes of s. 373.4598.

Bonds issued pursuant to s. 215.618 or s. 215.619 are equally and ratably secured by moneys distributable to the Land Acquisition Trust Fund.

Section 2. Subsection (5) of section 215.618, Florida Statutes, is amended to read:

215.618 Bonds for acquisition and improvement of land, water areas, and related property interests and resources.—

(5) The proceeds from the sale of bonds issued pursuant to this section, less the costs of issuance, the costs of funding reserve accounts, and other costs with respect to the bonds, shall be deposited into the Florida Forever Trust Fund. The bond proceeds deposited into the Florida Forever Trust Fund shall be distributed by the Department of Environmental Protection as provided in s. 259.105. This subsection does not apply to

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proceeds from the sale of bonds issued for the purposes of s.
373.4598.

Section 3. Section 373.4598, Florida Statutes, is created
to read:

373.4598 Reservoir project in the Everglades Agricultural
Area.—

(1) LEGISLATIVE FINDINGS AND INTENT.—

(a) The Legislature declares that an emergency exists
regarding the St. Lucie and Caloosahatchee estuaries due to the
harmful freshwater discharges east and west of the lake. Such
discharges have manifested in widespread algae blooms, public
health impacts, and extensive environmental harm to wildlife and
the aquatic ecosystem. These conditions threaten the ecological
integrity of the estuaries and the economic viability of the
state and affected communities.

(b) The Legislature finds that the acquisition of
strategically located lands south of the lake and the
construction of the reservoir project will increase the
availability of water storage and reduce the harmful freshwater
discharges. Additionally, water storage south of the lake will
increase the availability of water for the Everglades and to
meet irrigation demands for the Everglades Agricultural Area;
restore the hydrological connection to the Everglades; and
provide flood protection by reducing, through additional storage
capacity, some of the demands on the Herbert Hoover Dike.

(c) The Legislature recognizes that the reservoir project
is authorized in the Water Resources Development Act of 2000 as
a project component of CERP. Unless other funding is available,
the Legislature directs the district in implementation of the

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149 reservoir project to abide by applicable state and federal law
150 in order to do that which is required to obtain federal credit
151 under CERP. If the district implements the reservoir project as
152 a project component as defined in s. 373.1501, the district must
153 abide by all applicable state and federal law relating to such
154 projects.

155 (d) Nothing in this section is intended to diminish the
156 commitments made by the state in chapter 2016-201, Laws of
157 Florida.

158 (2) DEFINITIONS.—As used in this section, the term:

159 (a) "Agreement" means the Second Amended and Restated
160 Agreement for Sale and Purchase between the United States Sugar
161 Corporation, SBG Farms, Inc., Southern Garden Groves
162 Corporation, and the South Florida Water Management District,
163 dated August 12, 2010.

164 (b) "Board" means the Board of Trustees of the Internal
165 Improvement Trust Fund.

166 (c) "Comprehensive Everglades Restoration Plan" or "CERP"
167 has the same meaning as the term "comprehensive plan" as defined
168 in s. 373.470.

169 (d) "District" means the South Florida Water Management
170 District.

171 (e) "Everglades Agricultural Area" or "EAA" has the same
172 meaning as provided in s. 373.4592.

173 (f) "Lake" means Lake Okeechobee.

174 (g) "Reservoir project" means a project to construct one or
175 two above-ground reservoirs that have a total water storage
176 capacity of approximately 360,000 acre-feet and are located in
177 the EAA.

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178 (3) LAND ACQUISITION.—The Legislature declares that
179 acquiring land for the reservoir project is in the public
180 interest and that the governing board of the district and the
181 board may acquire fee title for the purpose of implementing the
182 reservoir project.

183 (a) Upon the effective date of this act, the district shall
184 seek proposals from willing sellers of property within the
185 Everglades Agricultural Area in order to acquire approximately
186 60,000 acres of land that is suitable for the reservoir project.
187 All appraisal reports, offers, and counteroffers are
188 confidential and exempt from s. 119.07(1), as provided in s.
189 373.139.

190 (b) If the district does not acquire land pursuant to
191 paragraph (a) by December 31, 2017:

192 1. The district must assign, by January 31, 2018, the
193 agreement's Entire Option Property Non-Exclusive Option to the
194 board, as authorized in, and in accordance with, the agreement.
195 If, for any reason, the Seller, as defined in the agreement,
196 does not find the assignment to be reasonably acceptable in form
197 and substance, the district must retain the Entire Option
198 Property Non-Exclusive Option; and

199 2. The board or the district, whichever holds the option,
200 must, by March 1, 2018, exercise the option in accordance with
201 the agreement. The Buyer's Proposed Option Property Purchase
202 Price, as specified in the agreement, may not be less than the
203 average of \$7,400 per acre, unless the maximum offer allowed by
204 law is less than the average of \$7,400 per acre.

205 3. The board or the district, if applicable, may dispose of
206 or exchange any land or lease interest in the land that is

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acquired pursuant to this paragraph in order to achieve optimal siting for the reservoir project or to dispose of land that is not necessary for the reservoir project. Any such exchange or disposition may not be in violation of the agreement.

(4) DESIGN, PERMITTING, AND CONSTRUCTION.—If the district finds willing sellers of property pursuant to paragraph (3) (a), the district:

(a) Once the land has been agreed upon for purchase, must immediately begin the reservoir project with the goal of providing adequate water storage and conveyance south of the lake to reduce the volume of regulatory discharges of water from the lake to the east and west; and

(b) Once the land is acquired, must expeditiously pursue necessary permitting and begin implementation and construction of the reservoir project as soon as practicable.

(5) PLANNING STUDY.—

(a) If land is acquired pursuant to paragraph (3) (a) and other funding is not available, the district must, in coordination with the United States Army Corps of Engineers, begin the planning study for the reservoir project by March 1, 2018.

(b) If land is not acquired pursuant to paragraph (3) (a) by December 31, 2017, the district must, in coordination with the United States Army Corps of Engineers, begin the planning study for the reservoir project by October 1, 2019.

1. If land is acquired pursuant to paragraph (3) (b), the district must identify which of the acquired land is suitable for the reservoir project.

2. If land is not acquired pursuant to paragraph (3) (b),

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the district must identify land that is suitable for the reservoir project and the best option for securing such land.

(c) The district, when developing the planning study, must focus on the goal of the reservoir project, which is to provide adequate water storage and conveyance south of the lake to reduce the volume of regulatory discharges of water from the lake to the east and west.

(d) Upon completion of the planning study and the finalization of the project implementation report, as defined in s. 373.470, the district, in coordination with the United States Army Corps of Engineers, shall seek Congressional authorization for the reservoir project.

(6) FUNDING.—

(a) Pursuant to s. 11(e), Art. VII of the State Constitution, state bonds are authorized under this section to finance or refinance the acquisition and improvement of land, water areas, and related property interests and resources for the purposes of conservation, outdoor recreation, water resource development, restoration of natural systems, and historic preservation. In accordance with s. 17, Art. X of the State Constitution, funds deposited into the Everglades Trust Fund may be expended for the purposes of conservation and protection of natural resources in the Everglades Protection Area and the Everglades Agricultural Area.

(b) Any cost related to this section, including, but not limited to, the costs for land acquisition, construction, and operation and maintenance, may be funded using proceeds from Florida Forever bonds issued under s. 215.618, as authorized under that section. The Legislature determines that the

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authorization and issuance of such bonds is in the best interest of the state and determines that the reservoir project should be implemented. Notwithstanding any other provision of law, proceeds from the sale of such bonds, less the costs of issuance, the costs of funding reserve accounts, and other costs with respect to the bonds, shall be deposited in the following manner:

1. If land is acquired pursuant to paragraph (3)(a), the amount of up to \$800 million in bond proceeds in the 2017-2018 fiscal year to the Everglades Trust Fund for the purposes of this section, and the amount of up to \$400 million in bond proceeds in the 2018-2019 fiscal year to the Everglades Trust Fund for the purposes of this section; or

2. If land is acquired pursuant to paragraph (3)(b), the amount of up to \$1.2 billion in bond proceeds in the 2018-2019 fiscal year to the Board of Trustees of the Internal Improvement Trust Fund, or the Everglades Trust Fund, if applicable, to be used for the purposes of this section.

(c) Notwithstanding s. 373.026(8)(b) or any other provision of law, the use of state funds is authorized for the reservoir project.

(d) The district shall actively seek additional sources of funding, including federal funding, for the reservoir project.

(e) If the reservoir project receives Congressional authorization, the district must seek applicable federal credits toward the state's share of funding the land acquisition and implementation of the reservoir project.

(7) LAKE OKEECHOBEE REGULATION SCHEDULE.—The district shall request that the United States Army Corps of Engineers include

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in its evaluation of the regulation schedule for the lake any increase in outlet capacity south of the lake which offsets the harmful freshwater discharges to the St. Lucie and Caloosahatchee estuaries.

Section 4. Effective January 1, 2019, and contingent upon the failure of the district or board to acquire land by November 30, 2018, pursuant to section 373.4598(3)(a) or (b), Florida Statutes, subsection (3) of section 375.041, Florida Statutes, is amended to read:

375.041 Land Acquisition Trust Fund.—

(3) Funds distributed into the Land Acquisition Trust Fund pursuant to s. 201.15 shall be applied:

(a) First, to pay debt service or to fund debt service reserve funds, rebate obligations, or other amounts payable with respect to Florida Forever bonds issued under s. 215.618; and pay debt service, provide reserves, and pay rebate obligations and other amounts due with respect to Everglades restoration bonds issued under s. 215.619; and

(b) Of the funds remaining after the payments required under paragraph (a), but before funds may be appropriated, pledged, or dedicated for other uses:

1. A minimum of the lesser of 30 ~~25~~ percent or \$250 ~~\$200~~ million shall be appropriated annually for Everglades projects that implement the Comprehensive Everglades Restoration Plan as set forth in s. 373.470, including the Central Everglades Planning Project subject to Congressional authorization; the Long-Term Plan as defined in s. 373.4592(2); and the Northern Everglades and Estuaries Protection Program as set forth in s. 373.4595. From these funds, \$32 million shall be distributed

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each fiscal year through the 2023-2024 fiscal year to the South Florida Water Management District for the Long-Term Plan as defined in s. 373.4592(2). After deducting the \$32 million distributed under this subparagraph, from the funds remaining, a minimum of the lesser of 80 ~~76.5~~ percent or \$150 ~~\$100~~ million shall be appropriated each fiscal year through the 2025-2026 fiscal year for the planning, design, engineering, and construction of the Comprehensive Everglades Restoration Plan as set forth in s. 373.470, including the Everglades Agricultural Area Storage Reservoir, component G, and including the Central Everglades Planning Project subject to Congressional authorization. The Department of Environmental Protection and the South Florida Water Management District shall give preference to those Everglades restoration projects that reduce harmful discharges of water from Lake Okeechobee to the St. Lucie or Caloosahatchee estuaries in a timely manner. For the purpose of performing the calculation provided in this subparagraph, the amount of debt service paid pursuant to paragraph (a) for bonds issued after July 1, 2016, for the purposes set forth under paragraph (b) shall be added to the amount remaining after the payments required under paragraph (a). The amount of the distribution calculated shall then be reduced by an amount equal to the debt service paid pursuant to paragraph (a) on bonds issued after July 1, 2016, for the purposes set forth under this subparagraph.

2. A minimum of the lesser of 7.6 percent or \$50 million shall be appropriated annually for spring restoration, protection, and management projects. For the purpose of performing the calculation provided in this subparagraph, the

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amount of debt service paid pursuant to paragraph (a) for bonds issued after July 1, 2016, for the purposes set forth under paragraph (b) shall be added to the amount remaining after the payments required under paragraph (a). The amount of the distribution calculated shall then be reduced by an amount equal to the debt service paid pursuant to paragraph (a) on bonds issued after July 1, 2016, for the purposes set forth under this subparagraph.

3. The sum of \$5 million shall be appropriated annually each fiscal year through the 2025-2026 fiscal year to the St. Johns River Water Management District for projects dedicated to the restoration of Lake Apopka. This distribution shall be reduced by an amount equal to the debt service paid pursuant to paragraph (a) on bonds issued after July 1, 2016, for the purposes set forth in this subparagraph.

Section 5. The South Florida Water Management District and the Board of Trustees of the Internal Improvement Trust Fund shall notify the Division of Law Revision and Information no later than December 1, 2018, whether they have acquired land pursuant to s. 373.4598, Florida Statutes.

Section 6. The Division of Law Revision and Information is directed to replace the phrase "the effective date of this act" wherever it occurs in this act with the date the act becomes a law.

Section 7. Contingent upon bonds being issued for the purposes of s. 373.4598, Florida Statutes, and if land is acquired pursuant to s. 373.4598(3)(a), Florida Statutes, the sum of \$64,000,000 in recurring funds from the Land Acquisition Trust Fund is appropriated for the 2017-2018 fiscal year to pay

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381 debt service on bonds that implement this act and are issued
382 pursuant to s. 215.618, Florida Statutes.

383 Section 8. Contingent upon bonds being issued for the
384 purposes of s. 373.4598, Florida Statutes, and if land is
385 acquired pursuant to s. 373.4598(3)(a), Florida Statutes, the
386 sum of \$36,000,000 in recurring funds from the Land Acquisition
387 Trust Fund is appropriated for the 2018-2019 fiscal year to pay
388 debt service on bonds that implement this act and are issued
389 pursuant to s. 215.618, Florida Statutes.

390 Section 9. Contingent upon bonds being issued for the
391 purposes of s. 373.4598, Florida Statutes, and if land is
392 acquired pursuant to s. 373.4598(3)(b), Florida Statutes, the
393 sum of \$100,000,000 in recurring funds from the Land Acquisition
394 Trust Fund is appropriated for the 2018-2019 fiscal year to pay
395 debt service on bonds that implement this act and are issued
396 pursuant to s. 215.618, Florida Statutes.

397 Section 10. Except as otherwise expressly provided in this
398 act, this act shall take effect upon becoming a law.

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/27/2017

Prepared by: Michael Mortell

Title of Item:

THE CITY COMMISSION PASSED RESOLUTION NO. 83-2016 AUTHORIZING STAFF TO NEGOTIATE A LAND LEASE BETWEEN THE CITY OF STUART AND PNR HOTELS (OR ITS ASSIGN) FOR THE 2 ACRE SITE KNOWN AS THE HANEY CREEK SITE ON US. HIGHWAY ONE IN STUART. (RC)

Summary Explanation/Background Information on Agenda Request:

The subject property consists of one undeveloped parcel totaling 1.97 acres and is located at 1001 NW Federal Highway at the east corner of U.S. 1 (Federal Highway) and North Shores Boulevard, approximately 600 feet north of Wright Boulevard.

The following is a brief timeline for the subject site:

- January 2007 - Ordinance No. 2095-07 adopted for Harbour Walk Preserve CPUD. The project was never initiated.
- July 2011 - City of Stuart and Martin County jointly purchased most of the site for Haney Creek preservation purposes. The City separately purchased the subject 1.97-acre parcel for purposes of leasing commercially to generate revenues for O&M for Haney Creek and other City owned lands.
- December 2011 - City adopted amendments to Future Land Use and Zoning designations to reflect present and future uses for the subject site and larger adjacent Haney Creek parcel.
- November 2013 - City Commission directed staff to prepare a major amendment to Ordinance No. 2095-07 to provide for administrative level review of potential commercial development for the subject site.

The Local Planning Agency heard the item on January 16, 2014, and unanimously recommended approval with a 7-0 vote. The City Commission approved the item with a 5-0 at second reading in February, 2014. The CPUD Approval granted by the City Commission approved a list of potential uses and further directed that as long as the project was in substantial conformity with the site plan attached to this agenda item that the matter would be approved and processed at staff level without further hearing. The City has also agreed to pay the real estate broker a commission for obtaining tenant. The Broker has provided a copy of the written agreement previously signed with the City for marketing the property. Therefore, if this lease is approved and the applicant submits plans in conformity with the attached site plan, there will be no further review by any advisory boards or the City Commission.

We are in the final stages of negotiation for the lease and it should be executed by Friday, February 24, 2017.

In the event the lease is not executed by the tenant prior to Friday, the matter will be withdrawn from the agenda.

CITY MANAGER'S NOTE: As of the time this item was approved on Wednesday evening, we did not have the final version of the signed lease.

Funding Source:

N/A

Recommended Action:

Approve Authorization for Mayor to execute the Lease as provided in R83-2016.

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date:2/27/2017

Prepared by:Stephen Mayer

Title of Item:

(QJ) ORDINANCE No. 2343-2017 AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE "BAKER ROAD COMMONS PUD" (ORDINANCE NO. 2312-2015), CONSISTING OF 3.02 ACRES, LOCATED AT 1440 NW FEDERAL HIGHWAY AND OWNED BY WYNNE BUILDING CORPORATION, A FLORIDA CORPORATION, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; APPROVING AN AMENDED SITE PLAN; APPROVING CERTAIN DEVELOPMENT DOCUMENTS; DECLARING THE DEVELOPMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; APPROVING AMENDED DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.(RC) (QJ)

Summary Explanation/Background Information on Agenda Request:

The subject property located on the northwest corner of Federal Highway and Palm Lake Park Drive is currently vacant and has been used periodically for seasonal Christmas tree sales.

On September 28, 2015, the City Commission approved Ordinance 2311-2015, annexing the property into the City. At the same time, they approved Ordinance 2312-2015, which adopted the "Baker Road Commons" CPUD, which granted the development of an 80-room hotel and 10,216 square feet of retail shops and offices.

The intent of this application is to amend the "Baker Road Commons" Commercial Planned Unit Development (CPUD). The previously approved site and landscape plans are being amended by removing the 10,216 square feet of retail and office, adding 26 hotel rooms (for a total of 106 rooms) to an expanded and relocated hotel and other minor site adjustments due to the relocation, including the elimination of a dumpster that was for the commercial space and a different circulation pattern around the centrally located hotel. The subject property is +/-3.02 acres or 131,551 square feet.

Staff has removed or amended certain conditions of approval that were specific to the commercial area. A condition of approval regarding the removal of the billboard has been added. Language has been added to ensure that the hotel shall not be converted to an extended stay hotel.

Finally, the time table of development has been extended 3 months, from September, 2019 to December, 2019.

The applicant has provided a letter detailing the substantive changes to the site plan (attached). In summary, the elimination of commercial space has reduced the potential traffic impacts. The relocation of the hotel to a more central location creates a more streamlined circulation pattern and does not require an emergency access only at the rear of the property. The proposed ingress and egress locations are requested to remain the same. The amount of open space and preserve area are relatively the same, although slightly reduced due to the full circular access around the building. The height of the hotel remains four stories and will not be any closer to the residential property to the north. The hotel is moving closer to the western edge of the property, however, the southern setback has been drastically increased. The architecture of the hotel has changed due to the selection of a specific hotel chain. The applicant will demonstrate the architectural changes do not constitute a reduction in architectural quality. Also, the applicant is conditioned to the same requirements to address aesthetic and safety concerns along Palm Lake Park Drive.

On February 16, 2017, The Local Planning Agency voted unanimously to recommend approval of Ordinance 2343-2017.

The applicant has requested that first reading be continued from the February 27 to March 13, due to a scheduling conflict.

Funding Source:

N/A

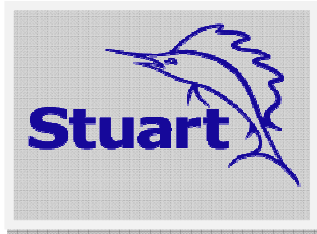
Recommended Action:

Approval of Ordinance No. 2343-2017 on first reading.

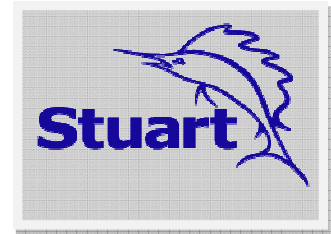
(Note: Applicant request that first reading be continued to March 13, 2017).

ATTACHMENTS:

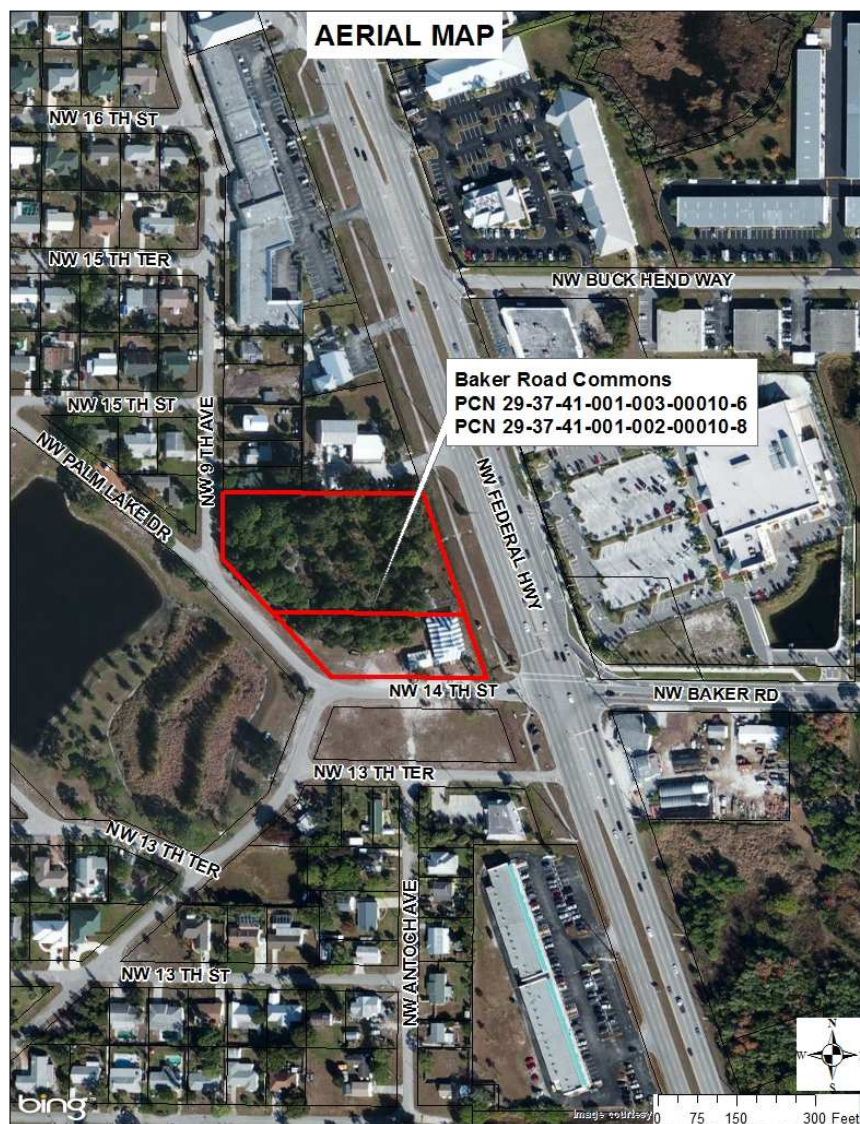
Description	Upload Date	Type
▣ Staff Report	2/21/2017	Staff Report
▣ Ordinance No. 2343-2017	2/9/2017	DRAFT ORDINANCE
▣ Site Plan and Survey	2/9/2017	Exhibit
▣ Landscape Plan pg 1	2/9/2017	Exhibit
▣ Landscape Plan pg 2	2/9/2017	Exhibit
▣ Floor Plan and Elevations	2/9/2017	Exhibit
▣ Traffic Statement	2/9/2017	Attachment
▣ Auto-Turn Exhibit	2/9/2017	Attachment
▣ Topology and Tree Survey	2/9/2017	Attachment
▣ Application Letter	2/9/2017	Attachment
▣ Application	2/9/2017	Attachment
▣ LPA Minutes	2/21/2017	Cover Memo



CITY OF STUART
CITY COMMISSION
February 27, 2017



Project Name: Baker Road Commons CPUD Amendment (Hilton Suites)	Property Owners: Wynne Building Corporation
Project No.: Z17010004	Applicant/Petitioner: Joel Wynne
Ordinance No: 2343-2017	Agent/Representative: N/A
	Case Planner: Stephen Mayer
Location: At the northwest corner of NW 14 th Street and NW Federal Highway (U.S. 1) in unincorporated Martin County	
PCN #: 29-37-41-001-003-00010-6 and 29-37-41-001-002-00010-8	



PROJECT SUMMARY		
<i>Property Size (area)</i>		+/- 3.02 acres (2 Parcels)
<i>Present Use</i>		Undeveloped
<i>Subject Property Land Use</i>		Commercial
<i>Adjacent Future Land Use designation</i>	<i>North</i>	Martin County – Commercial/Office/Residential & Low Density
	<i>South</i>	Martin County – Commercial Limited
	<i>East</i>	City – Commercial
	<i>West</i>	Martin County – Recreational and Low Density
<i>Subject Property Zoning</i>		CPUD
<i>Adjacent Zoning District</i>	<i>North</i>	Martin County – COR-1 Commercial Office/Residential & R02B Single-Family Residential
	<i>South</i>	Martin County – LC (Limited Commercial)
	<i>East</i>	City – CPUD (Commercial Planned Unit Development)
	<i>West</i>	Martin County – R-2B (Single-Family Residential)
<i>Proposed Use</i>		Commercial – Hotel
<i>City Approvals</i>		Fire Department – Approved Public Works – Comments are in progress Police Department – Approved
<i>Brief Explanation</i>		The intent of this application is to amend the Commercial Planned Unit Development (CPUD) previously approved to include an 80-room hotel and 10,216 square feet of retail shops and office. The previously approved site and landscape plans are being amended by removing the 10,216 square feet of retail and office, adding 26 hotel rooms to an expanded and relocated hotel and other minor site adjustments due to the relocation, including the elimination of a dumpster and a different circulation pattern around the centrally located hotel. The subject property is +/-3.02 acres or 131,551 square feet. The property is currently undeveloped.
<i>Staff Recommendation:</i> Subject to the attached development conditions, staff offers no objection to the major amendment of the Baker Road Commons Commercial Planned Unit Development.		

STAFF REPORT AND RECOMMENDATION

I. LEGAL NOTICE REQUIREMENTS

A. Requirements for Application – The Applications for major amendment of the CPUD have been noticed in accordance with the requirements set forth in Sections 11.01.02, 11.01.07, 11.01.09 and 11.02.00 of the Land Development Regulations, as well as applicable sections in Florida Statutes Ch. 163, Part II and Ch. 171, Part II.

B. Site Posting Date: February 1, 2017

C. Mail Notice Postmark: February 1, 2017 to property owners within 300 feet

II. APPLICATION DATED (Attachment B): January 23, 2017

III. MAJOR RPUD AMENDMENT ORDINANCE NO. 2343-2017 See Exhibit A to this report.

IV. HISTORY OF THE SITE

In 2010, Martin County approved a Future Land Use Map amendment from Commercial Limited and Commercial Office/Residential to Commercial Limited, and a zoning district change to Limited Commercial for the larger of the two subject parcels (2.104 acres). The subject property has been used periodically for seasonal Christmas tree sales.

On September 28, 2015, the City Commission approved Ordinance 2311-2015, annexing the property into the City. At the same time, they approved Ordinance 2312-2015, which granted the Baker Road Commons CPUD, which granted the development of an 80-room hotel and 10,216 square feet of retail shops and offices.

V. STAFF ANALYSIS

A. Site and Area Characteristics (Attachment C)

The subject property consists of two undeveloped parcels totaling +/-3.02 acres in size located at the northwest corner of U.S. 1 and 14th Street, east of Palm Lake Park Subdivision, and west of the Baker Road Publix Plaza in unincorporated Martin County.

Direction	Current Use	Zoning	Future Land Use
North	Palm Lake Park Subdivision and office building (Eco Water Systems)	Martin County – COR-1 Commercial Office/Residential & R-2B Single-Family Residential	Martin County – Commercial/Office/Residential & Low Density
South	Undeveloped parcel	Martin County – LC Limited Commercial	Martin County - Commercial Limited
East	City – Publix Plaza	City – CPUD (Commercial Planned Unit Development)	City – Commercial

West	Martin County – Palm Lake Park Subdivision	Martin County – R-2B Single-family Residential	Martin County – Recreational & Low Density

B. Project Description

The subject property, consisting of two undeveloped parcels, is +/- 3.02 acres in size, containing five lots of record and an abandoned right-of-way (NW 21st Street). The subject property is located at the northwest corner of the U.S. 1 and NW 14th Street (aka: NW 20th Street) intersection, west of the Baker Road Publix Plaza. There is approximately 372 feet of frontage along U.S. 1, 298 feet of frontage along NW 14th Street (aka NW 20th Street), 310 feet along NW Palm Lake Drive, and 120 feet along NW 9th Avenue. The site is currently within unincorporated Martin County.

The proposed project is for an 80-room, four-story hotel and a stand-alone 10,216 square foot limited office/retail building. Specification regarding site and building design are discussed below in the applicable sections. The project is intended to be developed in one phase as shown in the summary tables of development below:

Use	Intensity	Building Height	Parking Required	Parking Provided
Hotel/Motel	80 room (11,615 square feet)	Four stories	114	116

Setbacks				Impervious Area	Open Space	Preserve Area (Existing and Restored)
F (East)	S (South)	S (North)	R (West)			
86'	134'	75'	90'	74,725 (57%)	56,869	33,026 (25.1%)

The applicant has provided a letter detailing the substantive changes to the site plan, dated January 5, 2016 (in error, should be 2017).

C. Land Development Code Standards

The application has been reviewed for consistency with the City's LDC. With regard to the proposed project, the following Land Development Regulations have been analyzed:

Chapter 2 – Zoning District Uses Allowed, Density and Intensity

Staff Analysis: The proposed development has been found in compliance with the applicable regulations pertaining to Planned Unit Developments (PUDs)

Chapter 4 – Concurrency Determinations

Staff Analysis: A Traffic Impact Analysis was provided and reviewed by the City's traffic consultant. It was determined that the project would not have a significant impact on adjacent roadways or exceed established Levels of Service.

Chapter 5 – Resource Protection

Staff Analysis: Twenty-five percent of the site is proposed for preservation of native habitat, retention of existing native plants (in situ) and native planting areas. All invasive and exotic trees and vegetation shall be removed from the site prior to development. It should be noted that if the parcel were developed under Martin County's Comprehensive Plan and Land Development Code, only 8.6% of the site would be held in preservation. This is due to the requirement of 25% of the 45,348 square feet of uplands being preserved, or 11,337 square feet, and not 25% of the entire site ($11,337/131,343 = 8.6\%$). There are no wetlands on the site. Gopher tortoises found on-site will be relocated via the appropriate state agency procedures.

Chapter 6 – On-site and off-site development standards

Staff Analysis: Proposed parking numbers and drive aisles meet the standards in Sec. 6.01.00 and are indicated on the site plan. The proposed plan has incorporated the use of pervious concrete in the required parking spaces and a pervious paver system in the drive aisles, designed to hold/percolate the 3-day, 25-year storm event. A 10' - 25'+ landscape buffer is supplied along the single-family property in the northwest corner of the site. The buffer shall include a 6' opaque, wood fence (with a minimum of 5' landscape planting on the residential side), with no structures, mechanical equipment, trash receptacles, etc., or internal driveways within 15' of the property line.

D. Technical Review by Other Agencies (Attachment D)

The applicant will be responsible to meet all federal, state and local permitting and environmental standards prior to the issuance of any building permits. Further, the applicant will also be required to demonstrate full compliance at all times.

VI. STAFF RECOMMENDATION (APPROVAL WITH CONDITIONS)

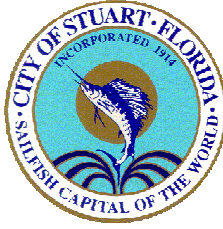
Subject to the conditions contained in the attached Ordinance No. 2343-2017, and consideration before the City Commission, staff recommends **approval** of the major amendment to the Baker Road Commons CPUD

VII. ATTACHMENTS

Attachment A: Proposed Ordinance No. 2343-2017

Attachment B: Application Materials

Application Form; and supporting information



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

ORDINANCE NUMBER 2343-2017

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE “BAKER ROAD COMMONS PUD” (ORDINANCE NO. 2312-2015), CONSISTING OF 3.02 ACRES, LOCATED AT 1440 NW FEDERAL HIGHWAY AND OWNED BY WYNNE BUILDING CORPORATION, A FLORIDA CORPORATION, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO; APPROVING AN AMENDED SITE PLAN; APPROVING CERTAIN DEVELOPMENT DOCUMENTS; DECLARING THE DEVELOPMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; APPROVING AMENDED DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City Commission approved Ordinance 2311-2015, annexing the property into the City and Ordinance 2312-2015, which granted the Baker Road Commons PUD on September 28, 2015, for development of an 80-room hotel and 10,216 square feet of retail shops and office; and

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by Wynne Building Corporation, a Florida corporation, and the fee simple title holder to those lands located at 1440 NW Federal Highway in the northwest corner of its intersection with NW 14th Street; and

WHEREAS, the City Commission approved Ordinance 2343-2017 amending the “Baker Road Commons CPUD” to remove the 10,216 square feet of commercial from the CPUD, add 26 rooms to the hotel (for a total of 106 hotel rooms), establish a new site plan, new conditions of approval and re-establish the timetable of development; and

WHEREAS, the Applicant has committed to the City that its development will comply with all statutory requirements, and 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 CPUD; and

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

WHEREAS, the City Commission has determined the application is consistent with the overall planning and development goals and objectives of the City; and

WHEREAS, the CPUD is consistent with the Stuart Comprehensive Plan and the development will be in harmony with surrounding properties and their anticipated development.

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

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

SECTION 2. The legal description of the property, reflecting the 3.02 acre parcel, is set forth in **Exhibit “A”** attached hereto and made hereof by reference. A boundary survey depicting the Property is attached hereto as **Exhibit “B”** and made a part hereof by reference. The 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 3. The Owners' written acceptance of this Ordinance shall constitute an agreement with the City for the purposes expressed herein, but the same shall not be construed as a "Development Agreement", as provided in Section 163.3221, Florida Statutes.

SECTION 4. The following documents on file as public records of the City, at the office of the City Development Department in City Hall, and attached hereto as Exhibit "D", hereinafter the "Development Documents", shall be deemed a part of the development conditions applicable to the Property, and shall replace any earlier approvals:

1. **The project shall comply with the Site Plan by Giangrande Engineering and Planning, last revised 11.17.16.**
2. **The project shall comply with the Landscape by LPLA, Inc. last revised 12/29/2016.**
3. **The project shall comply with the architectural drawings by Hilton Worldwide.**

SECTION 5. Except as otherwise provided herein, no development permits, site permits, or building permits shall be issued by the City except in compliance with the City's Land Development Code. The failure of the owner to comply with the Development with any term or condition of development set forth in this ordinance shall be deemed a zoning violation and no further permits, or other development approvals or orders shall be issued by the City to the owner until the violation has been resolved, and the matter may become the subject of a code enforcement action brought by the City. This section shall not impair the due process or other legal rights of the Owner to seek administrative or judicial redress.

SECTION 6: Following the adoption and acceptance of this ordinance by the Owner, and in addition to any other action for failure to complete development or otherwise comply with the Development Documents, the City Development Director may obtain a hearing before the City Commission, and shall thereupon give at least five (5) days written notice of the time, date and location of the hearing, along with specific notice of the alleged breach. At the hearing

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

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

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

SECTION 7: 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 8: 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.

Ordinance 2343-2017
Baker Road Commons
CPUD Amendment

SECTION 9: This ordinance and agreement shall be effective upon the last of the following to occur: adoption by the City Commission, and proper execution and acceptance by the Owner.

SECTION 10: Upon complete execution of this Ordinance, including the Acceptance and Agreement by the Owner, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

PASSED on First Reading this _____ day of _____, 2017.

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:

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

YES	NO	ABSENT

ADOPTED on second and final reading this _____ day of _____, 2017.

ATTEST:

CHERYL WHITE
CITY CLERK

THOMAS F. CAMPENNI
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN A COMMERCIAL 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 COMMERCIAL PLANNED UNIT DEVELOPMENT ACCORDING TO THIS ORDINANCE, ITS CONDITIONS, AND THE DEVELOPMENT PLANS AND DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ACTIONS MAY BE TAKEN AGAINST THE UNDERSIGNED BY THE CITY, INCLUDING BUT NOT LIMITED TO CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING REVOCATIONS, AND ALL APPLICABLE CIVIL AND CRIMINAL ACTIONS.

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

WITNESSES:

Print Name: _____

By: _____

Print Name: _____

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____ day of _____, 2017, by _____, the _____ of _____.

Notary Public, State of Florida
My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

CITY'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____ day of _____, 2017, by THOMAS F. CAMPENNI, MAYOR, and Cheryl White, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Notary Public, State of Florida
My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT A – LEGAL DESCRIPTION

Lots 1 and 2, Block 3, of the Plat of PALM LAKE PARK, according to the Plat thereof, recorded in Plat Book 3, Page 41, of the Public Records of Martin County, Florida, together with the North one-half (N 1/2) of abandoned North 21st Street, lying adjacent to said Lots 1 and 2, Block 3, and Lots 1, 2 and 3, Block 2, PALM LAKE PARK, according to the Plat thereof, recorded in Plat Book 3, Page 41, Martin County, Florida Public Records, and the South one-half (1/2) of that portion of North 21st Street that lies between U.S. Highway No. 1 and North Cuthbert Road, as shown on the Plat of PALM LAKE PARK, according to the Plat thereof recorded in Plat Book 3, Page 41, Martin County, Florida Public Records.

Parcel Identification Numbers: 29-37-41-001-003-00010-6
29-37-41-001-002-00010-8

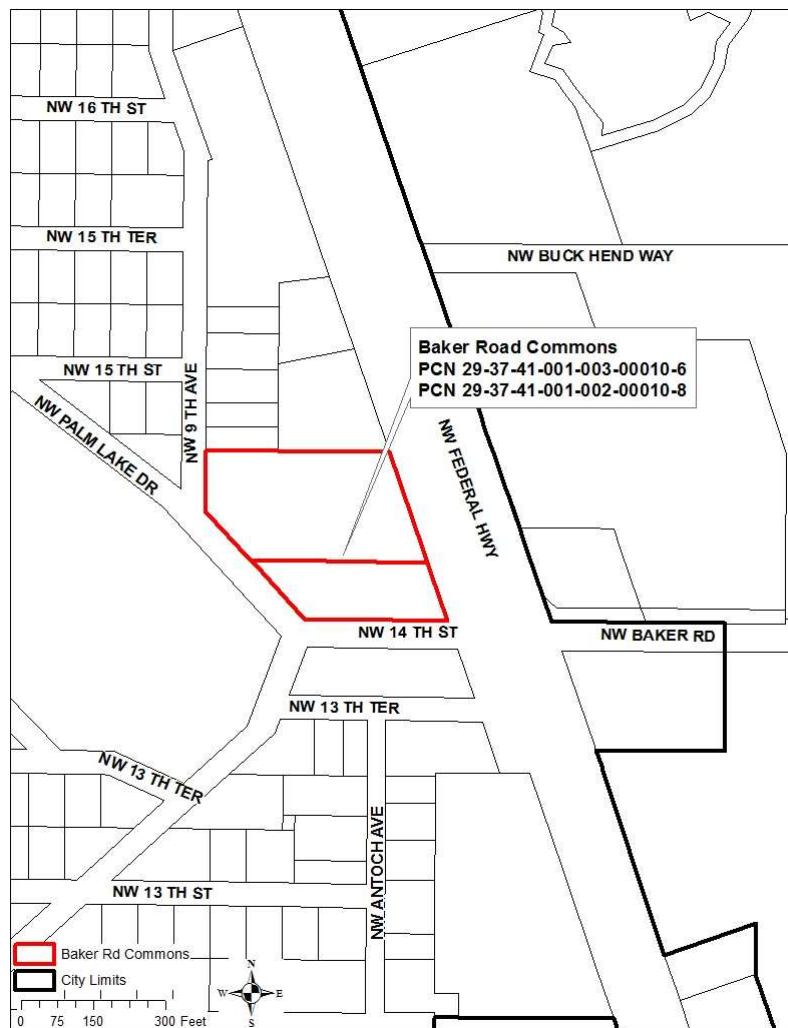


EXHIBIT B – DEVELOPMENT CONDITIONS

Approved Plans and Documents

4. The project shall comply with the Site Plan by Giangrande Engineering and Planning, last revised 11.17.16.
5. The project shall comply with the Landscape by LPLA, Inc. last revised 12/29/2016.
6. The project shall comply with the architectural drawings by Hilton Worldwide.

Permitted Uses

4. The project has been approved as a 106-room four-story hotel. The hotel rooms shall not be approved for extended stay.

Prior to Issuance of Site Permits

5. Applicant shall provide an up-to-date digital boundary survey and civil plan prior to the issuance of a site permit.
6. Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.
7. All regulatory agency permits shall be obtained by the applicant and copies provided to the City prior to the issuance of a site permit.
8. A lighting plan for the site shall be submitted prior to site permit approval. Lighting poles shall not exceed 15 feet in height. Lighting shall include shields to direct the light away from the residential property to the north of the property and shall not exceed 0.1 foot-candles as measured at the common boundaries. Light-Emitting Diode (LED) lighting is recommended.
9. In accordance with Section 5.04.02.B of the LDC, details regarding the proposed restoration, including any proposed re-planting of native vegetation in areas left devoid of exotic vegetation removal, shall be provided.
10. A Preserve Area Management Plan (PAMP), in accordance with LDC Section 5.04.03, shall be submitted and approved prior to the issuance of a site permit. A Florida Land Use, Cover, and Forms Classification System category summary of the acreages of each land cover type for the site shall be provided in order to finalize the preservation area calculations.
11. A tree survey and tree mitigation requirements in accordance with Section 5.05.00 shall be provided. This information shall, at a minimum, include: a) field-flag, identify, and account for all specimen trees located in the proposed developed portion of the site to

allow for field review of the tree survey; and b) detailed impact and mitigation calculations.

12. Verification of gopher tortoise relocation in accordance with Florida Fish and Wildlife Conservation Commission shall be provided.
13. A Declaration of Unity of Control between the two parcels (PCN 29-37-41-001-003-00010-6 and PCN 29-37-41-001-002-00010-8) shall be recorded with the Martin County Property Appraiser prior to the issuance of a certificate of occupancy.
14. Prior to any vertical construction permit approval, the applicant shall submit an off-site improvement plan showing dedication of all of the items required by Martin County and FDOT, and that all applicable County-issued or FDOT-issues right-of-way permits have been granted. Prior to Certificate of Occupancy, all off-site improvements required by Martin County and FDOT shall be installed.

Landscaping

15. All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.
16. 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.
17. A landscape maintenance plan, executed in accordance with the LDC, shall be submitted to the Development Department and approved prior to the issuance of a certificate of occupancy.
18. "Hat racking" of trees is prohibited on the property.

Development and Construction

19. Construction activity shall be limited from 7:00 am to 6:00 pm Monday - Saturday.
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. One bike rack and one bench, in accordance with Section 6.01.05.G of the Land Development Code (LDC), shall be provided for the site prior to issuance of certificates of occupancy.
22. Signage shall be appropriately permitted and constructed in compliance with the applicable regulations in Section 6.11.00 of the LDC.

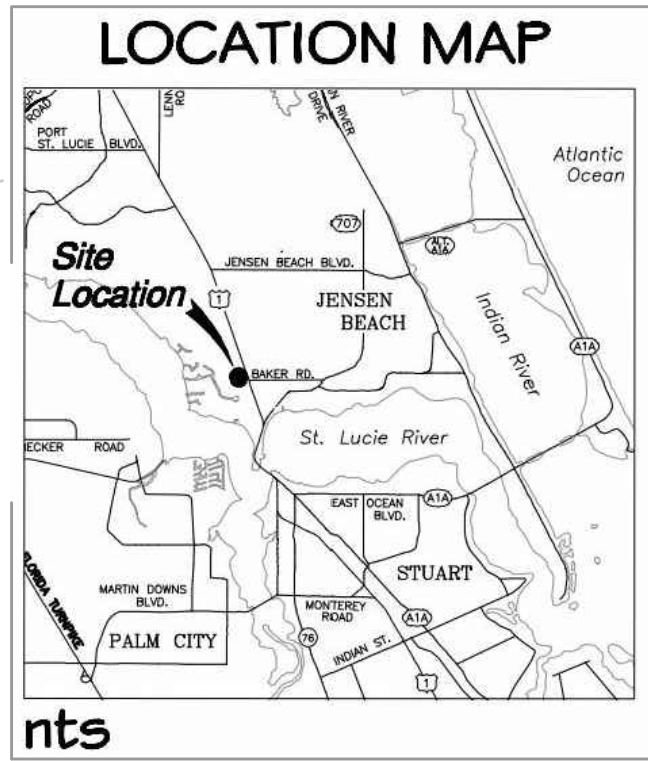
Ordinance 2343-2017
Baker Road Commons
CPUD Amendment

23. If requested by the County, the applicant shall be responsible to pay for storm water utilities charges owed to the County thru MSTU taxes.
24. Any curb or road damage during construction shall be repaired or replaced at the expense of the owner prior to the issuance of a Certificate of Occupancy.
25. Prior to development approval, the applicant shall remove the existing non-conforming billboard from the property.

Timetables

26. The project shall obtain certificates of occupancies for the hotel no later than December 28, 2019 (*Note: four years from date of Commission approval*).

PRESERVE AREA CALCULATION
TOTAL SITE AREA = 131,343 S.F.
REQUIRED 25% PRESERVE = 32,835 S.F.
PROVIDED 25.1% PRESERVE= 33,026 S.F.



SITE DATA	SQ. FT.	AC	PCT
TOTAL SITE AREA	131,594	3.02	100%
IMPERVIOUS			
BUILDINGS (HOTEL)	14,868	0.34	11%
ASPHALT	44,046	1.01	33%
POOL / POOL DECK	15,591	0.36	12%
SIDEWALK	220	0.01	0%
TOTAL	74,725	1.72	57%
PERVIOUS			
GREEN SPACE	56,869	1.31	43%
TOTAL	56,869	1.31	43%

PARKING TABULATION
1 PER ROOM @ 106 ROOMS= 106 SPACES
2 PARKING SPACES PER 3 EMPLOYEES @12= 8 SPACES
TOTAL SPACES REQUIRED 114 SPACES

REQUIRED HANDICAP SPACES 5 SPACES
TOTAL PROVIDED PARKING SPACES 116 SPACES
HANDICAP SPACES PROVIDED 5 SPACES

ZONING.....CPUD
EXISTING USE.....VACANT

REFER TO ARCHITECTURAL PLANS FOR ELEVATIONS AND FLOOR PLANS.

WYNNE COMMERCIAL
HILTON SUITES OF STUART
CITY OF STUART

SITE PLAN

GIANGRANDE ENGINEERING AND PLANNING

73 SW FLAGLER AVENUE
STUART, FLORIDA 34994
PH. (703) 999-8972

LEO GIANGRANDE, P.E.
License No: 66387

SP-1

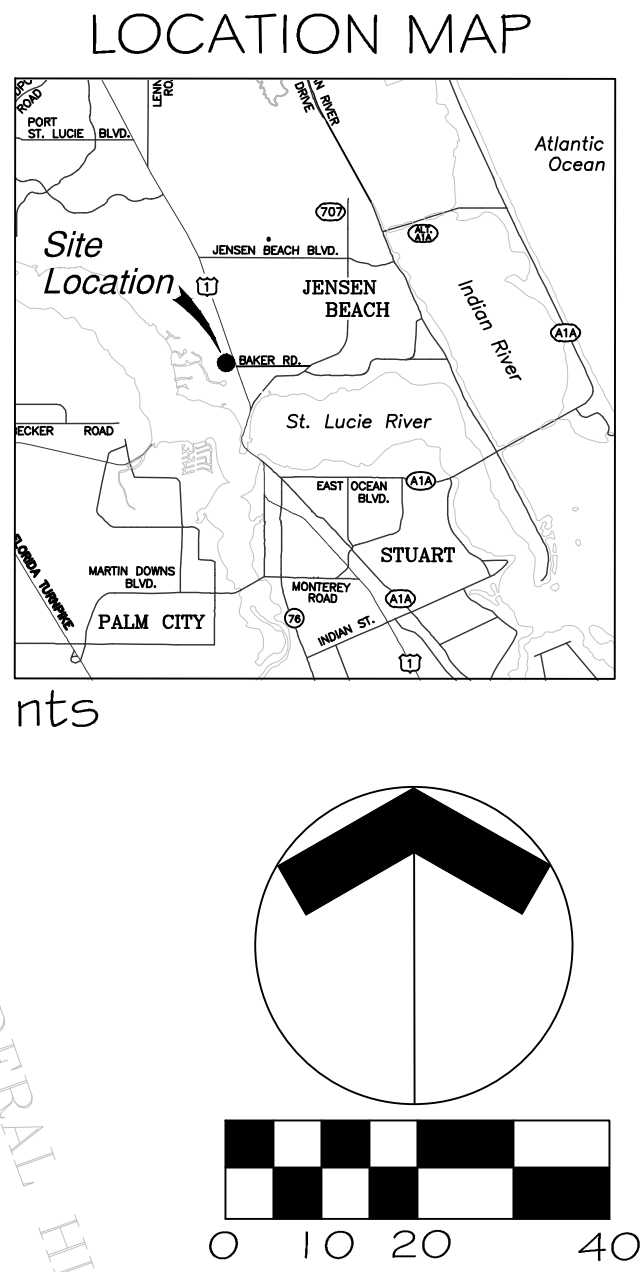
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Design By: LDG
Drawn By: JLS
Check By: JLS



PRESERVE: RESTORED

Minimum of 19) Live Oak and 50) Slash Pine shall be installed (on-site transplants or nursery stock) in the open space between the Preserve Area and the NW Palm Lake Drive ROW. Any non-invasive plant materials (trees, shrubs, etc.) shall remain in place and maintained as part of the "Preserve: Restored" Area, as shown.

SEE SHEET LA.2 FOR PLANT LIST DETAILS AND LANDSCAPE DATA.



LPLA

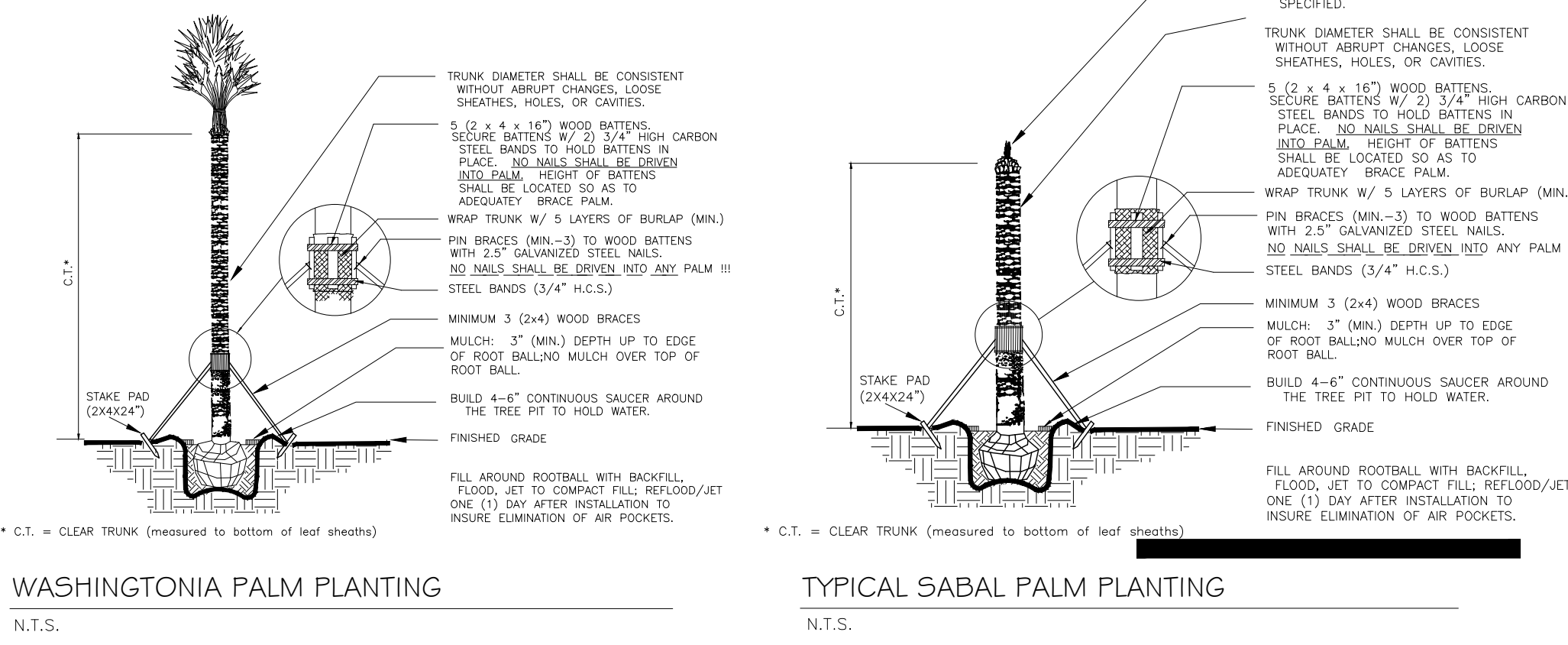
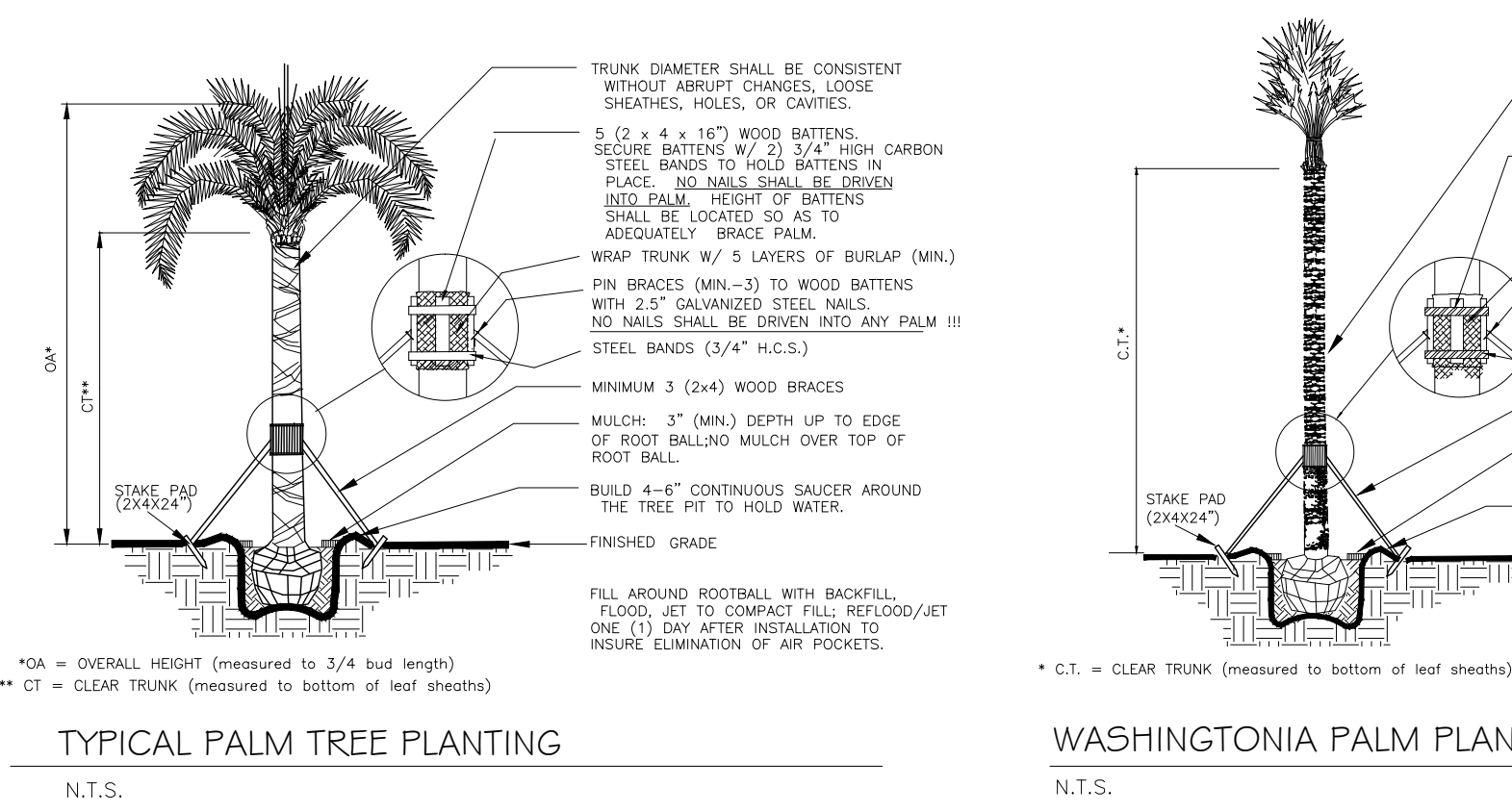
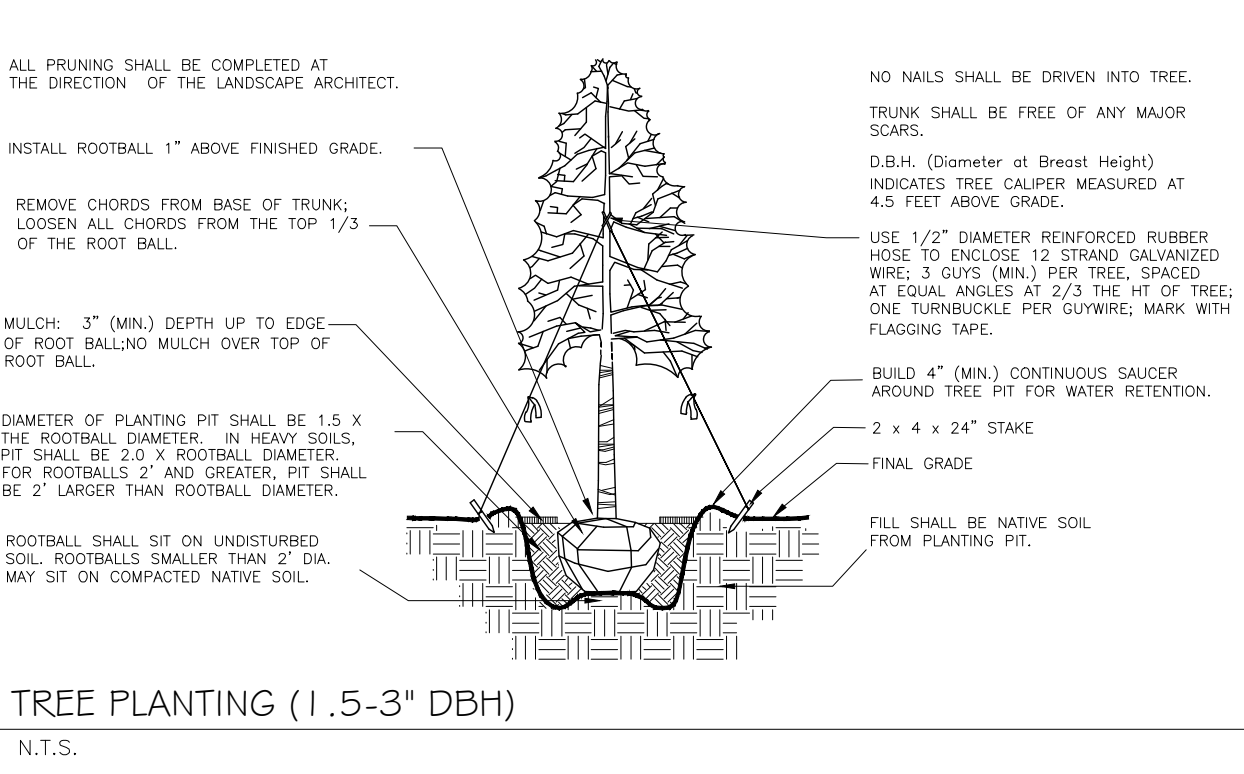
Laurence L. Parr
Landscape Architect
235 Maplewood Drive
Clarksville, Tennessee 37042
931.378.5435
lpla1@bellsouth.net

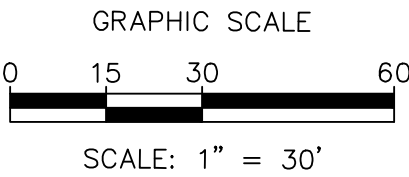
Baker Road Commons
US Hwy#1/NW 20th Street, Stuart, Florida
LA.1 Landscape Plan

JOB#: 1518
DWN: L.P.
DATE: 8.11.15
REV: 8.27.15
12.29.16

SCALE: 1" = 20'-0"

SYM	QTY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
LJ	14	LIGUSTRUM JAPONICUM	GLOSSY PRIVET	TR.STD.; 6' x 6'; MULTI-TRNK; HVY; NO FUNGUS; B/B.
MG	8	MAGNOLIA GRANDIFLORA 'DD BLANCHARD'	MAGNOLIA VAR. "DD BLANCHARD"	1 6' x 6'; 3.5" DBH; FULL-TO-BASE; HVY.; B/B.
QV	21	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	14' x 5'; 3" DBH; SINGLE STRT. TRNK.; B/B.
QV. I	11	QUERCUS VIRGINIANA 'CATHEDRAL'	"CATHEDRAL" LIVE OAK	100 GAL; 16-18" X 8-10"; 5-6" CAL.; SNGL. STRT. TRNK.; HVY.
PE	21	PINUS ELLIOTTII 'DENSE'	SLASH PINE VAR. "DENSE"	12-14' HT.; HVY; STRT. TRNK.; FULL-TO BASE; B/B.
RR	8	ROYSTONEA REGIA	FLORIDA ROYAL PALM	14-16' GW; UNIFORM DBH; NO SCARS; FULL; HVY HD.; B/B.
RR. I	2	ROYSTONEA REGIA	FLORIDA ROYAL PALM	DBL: 14-16' GW; UNIFORM DBH; NO SCARS; FULL; HVY HD.; B/B.
SP	14	SABAL PALMETTO	CABBAGE PALM	10-16' CT; HURRICANE CUT; STGG'R'D HD5.; B/B.
TR	12	THRINAX RADIATA	FLORIDA THATCH PALM	25-GAL; 6' HT.; FULL, HEAVY HEAD.
WB	9	WODYETIA BIFURCATA	FOXTAIL PALM	TRPL: 10-12' CT.; SMOOTH TRNKS.; FULL HD5.; B/B.
WR	30	WASHINGTONIA ROBUSTA	WASHINGTON PALM	10-16' CT; STGG'R'D HD5.; B/B.
ALP	23	ALPINIA ZERUMBET & ALPINIA ZERUMBET 'VARIEGATA'	GREEN & VARIEGATED SHELL GINGER (EQ/EQ.)	3-GAL; 24" OA; AS SHOWN (A.S.)
BRU	3	BRUNFELSIA PAUCIFLORA	YESTERDAY, TODAY & TOMORROW	3-GAL; 24" OA; A.S.
CAR	85	CARISSA MACROCARPA 'EMERALD BLANKET'	"EMERALD BLANKET" CARISSA	3-GAL; 14-16" OA; A.S.
CHR	212	CHRYSOBALANUS ICACO 'RED TIP'	RED TIP COCOPLUM	3-GAL; 24" OA; A.S.
COD	26	CODIAEUM VARIEGATUM PICTUM 'PETRA'	"PETRA" CROTON	3-GAL; 24" OA; A.S.
COR	21	CORDYLINE FRUTICOSA 'RED SISTER'	"RED SISTER" TI PLANT	7-GAL; 3PPP (MIN.); 36-42" HT.; HVY; FULL; A.S.
CRO	45	CODIAEUM VARIEGATUM PICTUM 'MAMMEY/STOPLIGHT/GOLDUST'	"MAMMEY"/"STOPLIGHT"/"GOLDUST" CROTON (EQ/EQ./EQ.)	3-GAL; 24" OA; A.S. (15: EACH VARIETY; PLANT AT RANDOM)
HRS	10	HIBISCUS ROSA-SINENSIS 'DOUBLE ORANGE'	"DOUBLE ORANGE" HIBISCUS	15-GAL (MIN.); TR. STD.; 6' HT.; HVY; A.S.
MAC	65	NEPHROLEPIS FALCATA	MACHO FERN	3-GAL; 24" OA; A.S.
PEN	13	PENNISETUM SETACUM 'ALBA'	WHITE FOUNTAIN GRASS	3-GAL; 24" X 18"; A.S.
PHI	88	PHILODENDON BIPINNATIFIDUM	PHILODENDRON SELLOUM	3-GAL; 36" OA; A.S.
PLU	44	PLUMBAGO CAPENSIS 'IMPERIAL BLUE'	"IMPERIAL BLUE" PLUMBAGO	3-GAL; 24" X 18"; A.S.
POD	236	PODOCARPUS MACROCARPUS 'MAKI'	YEW PODOCARPUS	7-GAL; 36" X 14"; A.S.
RHA	255	RHAPHIOLEPIS INDICA	INDIAN HAWTHORNE	3-GAL; 15-18" OA; A.S.
ZAM	18	ZAMIA FURFURACEA	CARDBOARD PALM	25-GAL; 36" 48"; HEAVY; FULL; A.S.
ASP	423	ASPARAGUS DENSIFLORUS 'MYERSII'	FOXTAIL FERN	1-GAL; 8" OA; HEAVY; FULL; 18" OC.
CLU	313	CLUSIA GUTTIFERA 'NANA'	DWARF SMALL-LEAF CLUSIA	3-GAL; 12-14" OA; A.S. (24" OC. MIN.)
IMP	146	IMPATIENS NEW GUINEA 'HARMONY: RED/SALMON/PINK'	NEW GUINEA IMPATIENS: HARMONY VARIETIES-"RED"/ "SALMON"/"PINK" (EQ/EQ/EQ)	1-GAL; FULL; HEAVY; AS SHOWN (18" OC, TYP.).
LIR	1496	LIRIOPE MUSCARI 'EVERGREEN GIANT'	"EVERGREEN GIANT" LIRIOPE	1-GAL; 12-15" HT.; FULL & THICK; 15" OC.
MOR	41	DIETES BICOLOR	YELLOW AFRICAN IRIS	3-GAL; 18-22" HT; HEAVY; FULL; A.S.
PMP	103	PODOCARPUS MACROPHYLLUS 'FRINGLES'	DWARF PODOCARPUS	3-GAL; FULL, HEAVY; AS SHOWN.
SAN	109	SANSEVIERIA TRIFASCIATA 'LAURENTII'	SNAKE PLANT VAR. "LAURENTII"	3-GAL; 18-30" HT; HEAVY; FULL; A.S.
ANN	340	ANNUAL COLOR	SEASONAL VARIETIES	4" CONT.; FULL W/ BLOSSOMS; 12" OC.
SOD	6,550 SF (+/-)	STENOTAPHRUM SECUNDATUM VAR. 'FLORITAM'	ST. AUGUSTINE SOD VAR. "FLORITAM"	SOLID SOD; DISEASE-FREE; LAID TIGHT W/ EVEN JOINTS.

SCALE: no scale



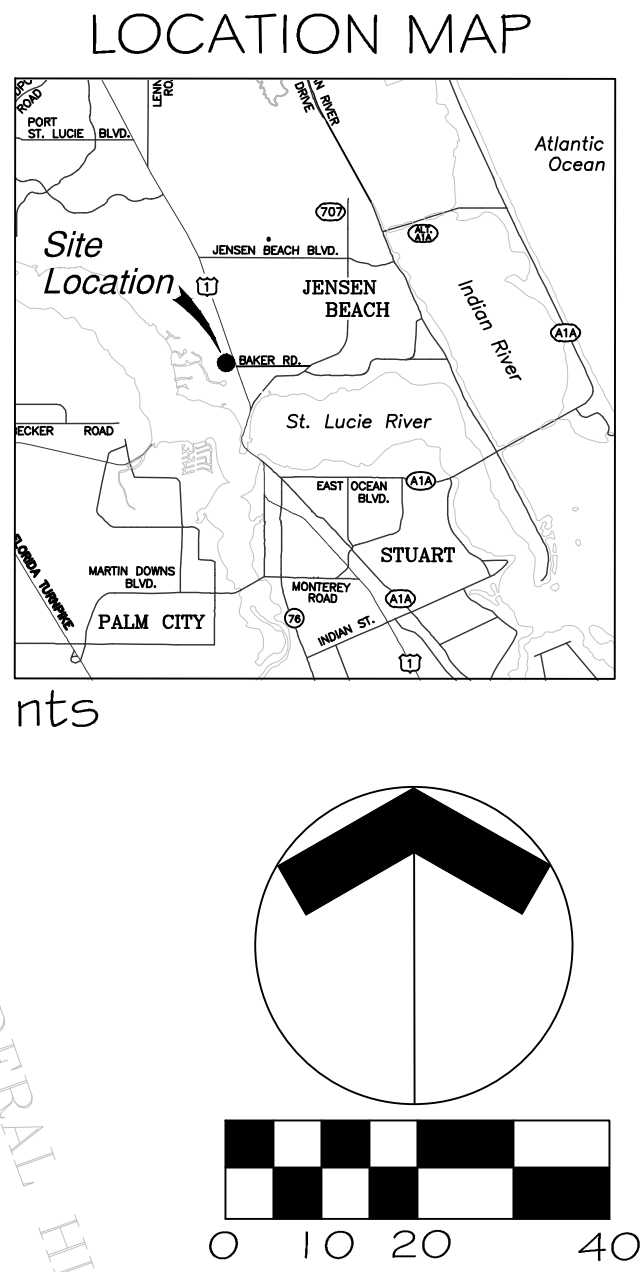
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VERT. SCALE: N\A
JOB No. 15-131
SHEET 1 OF 1



PRESERVE: RESTORED

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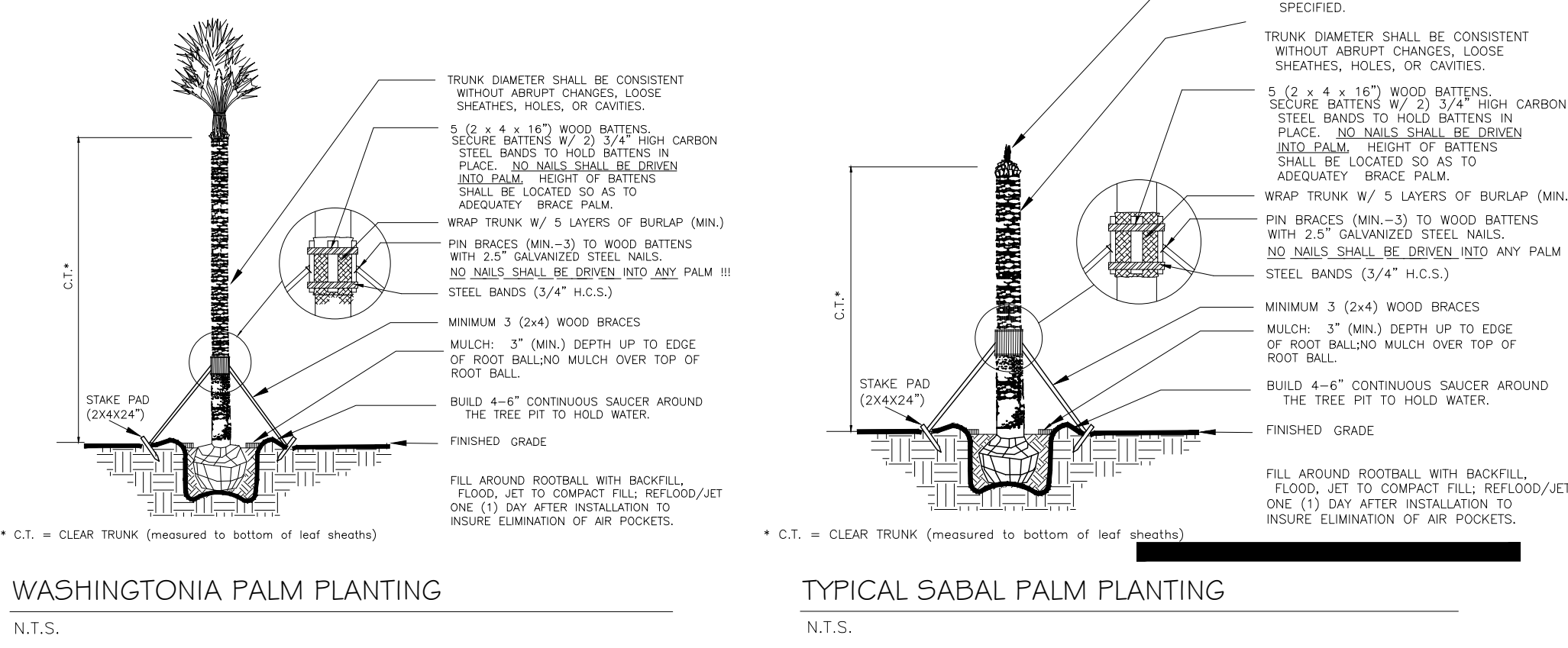
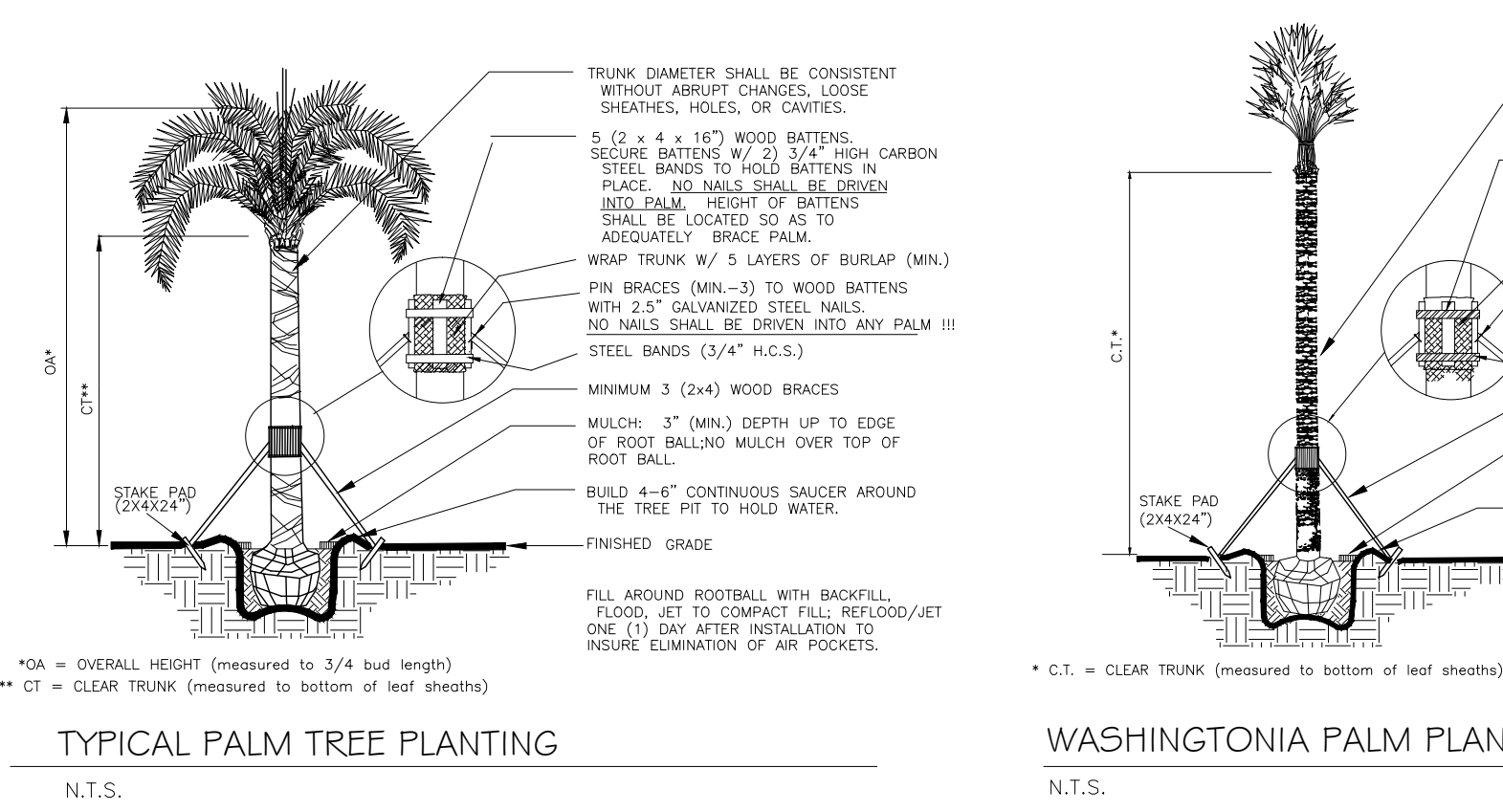
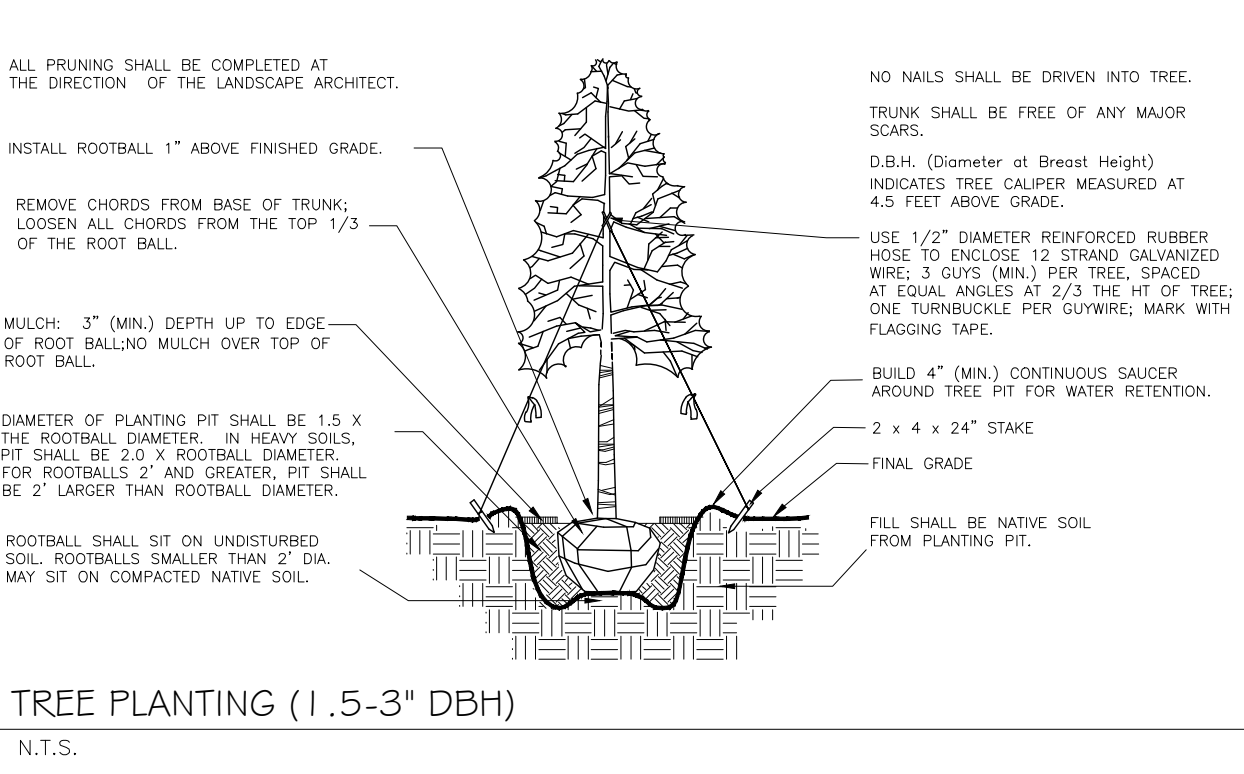
Laurence L. Parr
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Baker Road Commons
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SAN	109	SANSEVIERIA TRIFASCIATA 'LAURENTII'	SNAKE PLANT VAR. "LAURENTII"	3-GAL; 18-30" HT; HEAVY; FULL; A.S.
ANN	340	ANNUAL COLOR	SEASONAL VARIETIES	4" CONT.; FULL W/ BLOSSOMS; 12" OC.
SOD	6,550 SF (+/-)	STENOTAPHRUM SECUNDATUM VAR. 'FLORITAM'	ST. AUGUSTINE SOD VAR. "FLORITAM"	SOLID SOD; DISEASE-FREE; LAID TIGHT W/ EVEN JOINTS.



Landscape Data	
Total Area	3.02 Ac.
Trees required (3.02 Ac x 43,560/2500 = 52.62 = 53)	53
Trees supplied	88
Shade trees required (53 x 50% = 26.5 = 27)	27
Shade trees supplied	61
Landscape area required (3.02 x 20% = 0.60 Ac., per 6.06.03, B.1.)	0.60 A
Landscape area supplied	1.14 A

Interior trees supplied	43
-------------------------	----

Perimeter trees supplied 29

Proposed Zoning	CPUD
Existing Use	Vacant
Required Xeriscape Points	points
Utilization of a moisture sensing controller other than a rain-sensor override device	5
51% (or more) of the grass areas are made up of drought-tolerant grass species	10
51% (or more) of the required shrubs are made up of drought-tolerant species	10
51% (or more) of the required trees are made up of drought-tolerant species	10
Sod areas less than 50% of the landscape area	5
Utilization of compacted mulch with a 3" min. depth in all planted areas (except ground cover)	10
	total 50

- All plant material shall be Florida No. 1 or better.
- All plant material shall be installed in a neat, workman-like manner in conformance with standard Landscape Industry practice.
- All plant material shall be guaranteed for NINETY (90) days commencing on date of certification by Landscape Architect. All warranties are voided by damage from frost conditions, high winds, improper maintenance (neglect) or vandalism.
- All shrub areas shall receive 3" of organic mulch; ground cover up to 2". Keep mulch back from base of stems. Do not use RED MULCH. Cypress mulch is not permitted. Note "pine straw" area on Sheet LA. 1.
- Use clean, weed-seed free, re-cycled OR Eucalyptus mulch.
- All trees in sod areas shall retain a NON-MULCHED cleared area, large enough to extend beyond the root ball perimeter (3' radius, min.). NO SOD nor MULCH shall be placed over top of the root ball. Any weed growth shall be immediately removed BY HAND prior to installation and during grow-in period.
- Irrigation shall be supplied by an underground, automatic, pop-up type sprinkler system, guaranteeing 100% coverage of planted area w/o overspray onto any public (or private) pavement area.
- All prohibited exotic and invasive species shall be removed from entire site prior to the issuance of a Certificate of Occupancy.
- Sod quantities are estimates. Contractor shall verify actual quantities required using final, "as-built", field dimensions to calculate square footage.

**Laurence L. Parr
Landscape Architect
235 Maplewood Drive
Clarksville, Tennessee 37042
931.378.5435
lpl1@bellsouth.net**

JOB#: 1518
DWN : L.P.
DATE: 8.11.15
REV : 12.29.16

SCALE: no scale

Traffic Memorandum

Date: December 29, 2016
To: Stephen Mayer, City of Stuart-Senior Planner
From: Leo Giangrande, PE
Subject: Hilton Suites of Stuart (AKA Wynne Commercial, Baker Commons)
GEP #: 13-0001

Distribution: Joel Wynne, Larry Par
File

This memorandum has been prepared to provide additional information related to traffic analysis and site access. GEP has provided an updated trip generation for the proposed development. The most current version of the Institute Transportation of Engineers (ITE), Trip Generation Manual 9th Edition, published in 2014, provides the appropriate trip generation codes and rates. The following tables provide the trip generation approved in 2015 as well as the proposed change in development to remove the previously approved retail and propose a single 106 room hotel.

2015 Wynne Commercial Center									
Proposed Trip Generation									
			AM			PM			ADT
ITE Code	Type	Amount	In	Out	Total	In	Out	Total	Total
826	Special Retail	10,250 SF	34	36	70	26	26	51	454
310	Hotel	80 rooms	31	23	54	27	29	56	343
	Pass-By Reduction	15%	(5)	(5)	(11)	(4)	(4)	(8)	(68)
		Total	60	54	113	50	51	100	729

2016 Wynne Hilton Hotel Suites									
Proposed Trip Generation									
			AM			PM			ADT
ITE Code	Type	Amount	In	Out	Total	In	Out	Total	Total
826	Special Retail	0 SF	0	0	0	0	0	0	0
310	Hotel	106 rooms	41	30	71	36	38	74	576
	Pass-By Reduction	15%	0	0	0	0	0	0	0
		Total	41	30	71	37	39	74	576

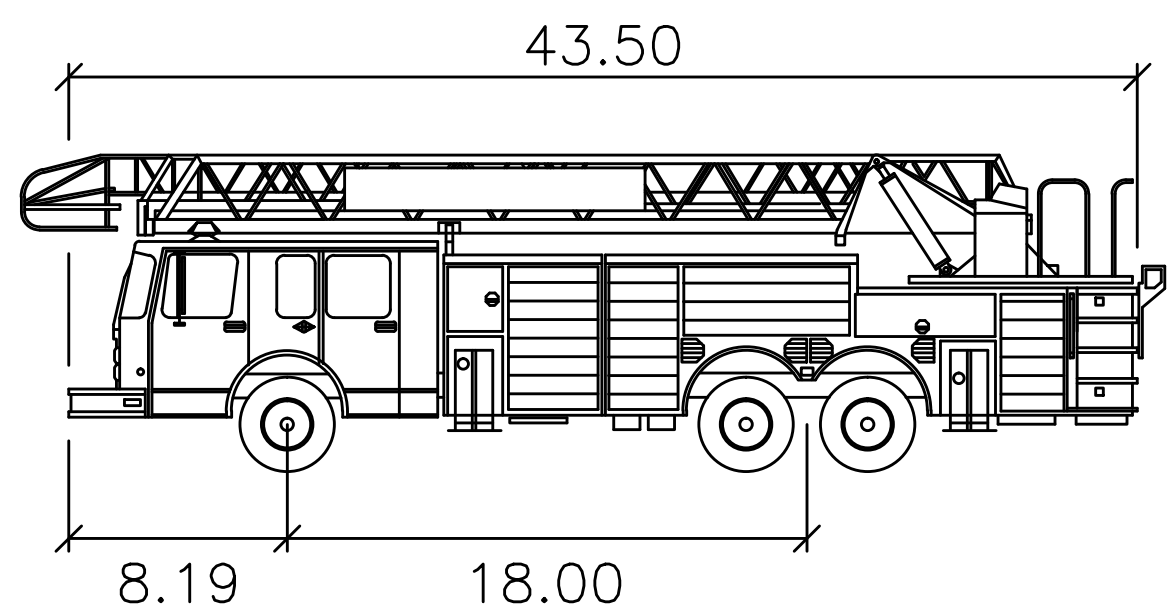
The revised trip generation provides a peak hour (PH) of 74 trips verses the 113 trips provided in the 2015 traffic report publication. The revised trip generation provides an Average Daily Trips (ADT) of 576 trips verses the 729 trips provided in the 2015 traffic report publication.

Should you have any questions, please contact Leo Giangrande at (772) 888-9076 or e-mail at Leo@GEP-LLC.com

Drawing Name: C:\GEP\GEP projects\2016\Wynne Site Plan\Wynne Site Plan\Wynne Site Plan.dwg
Layout Name: autoturn
Plotted By: GEP4
Date: 2/3/2017 2:26 PM
Holt Consulting Engineers

Martin County Fire Truck
Custom

Copyright (c) 2012, Transoft Solutions



Martin County Fire Truck

Width : 7.00
Track : 7.00
Lock to Lock Time : 6.0
Steering Angle : 40.0

[ft]

REFER TO ARCHITECTURAL PLANS FOR ELEVATIONS AND FLOOR PLANS.

Date: 11-17-2016
Scale: 1"=20'
Design By: LDG
Drawn By: JLS
Check By: JLS

WYNNE COMMERCIAL
HILTON SUITES OF STUART
CITY OF STUART

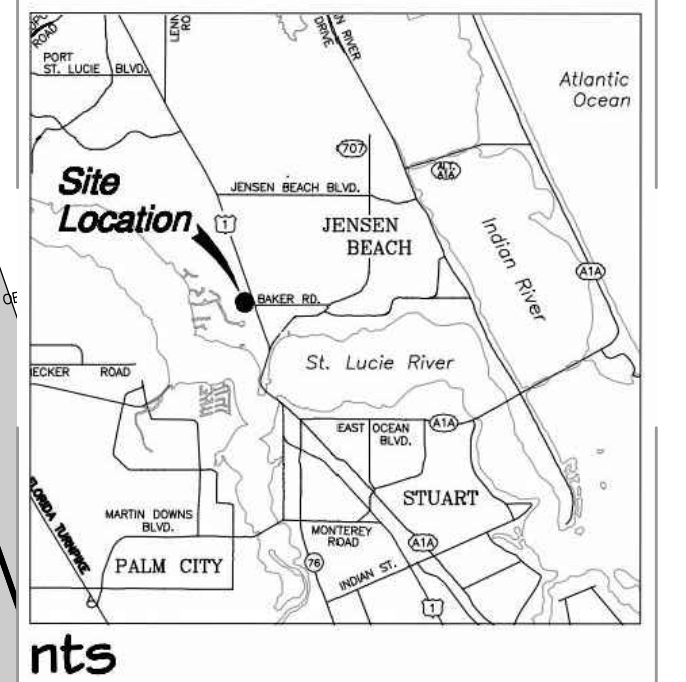
AUTOTURN EXHIBIT

GIANGRANDE ENGINEERING AND PLANNING
73 SW FLAGLER AVENUE
STUART, FLORIDA 34994
PH. (703) 999-8972
Cert. No. 30901

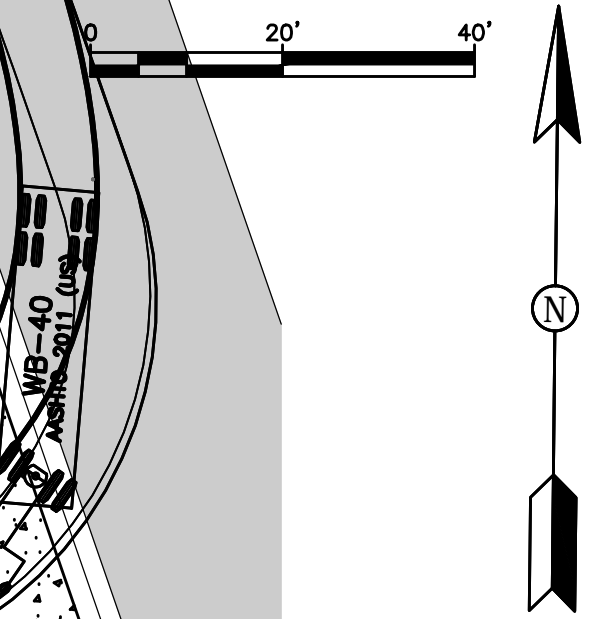
LEO GIANGRANDE, P.E.
License No: 66387

EX-1

LOCATION MAP



nts



VE

HOTEL

POOL

PROI
DUMPS

BIKE RACK
(SEE DETAIL)

PROP. 8'
CONC. WALK

PORTE
CHERE

P:\Proj\2015\15-131 Palm Lake Park-Backer Road Survey\Survey\15-131 BOUNDARY TOPO AND TREE.DWG, 1/4/2017 10:42:15 AM

LEGAL DESCRIPTION:

Lots 1 and 2, Block 3, of the Plat of PALM LAKE PARK, according to the Plat thereof, recorded in Plat Book 3, Page 41, of the Public Records of Martin County, Florida, together with the North one-half (N 1/2) of abandoned North 21st Street, lying adjacent to said Lots 1 and 2, Block 3, and Lots 1, 2 and 3, Block 2, PALM LAKE PARK, according to the Plat thereof, recorded in Plat Book 3, Page 41, Martin County, Florida Public Records, and the South one-half (1/2) of that portion of North 21st Street that lies between U.S. Highway No. 1 and North Cuthbert Road, as shown on the Plat of PALM LAKE PARK, according to the Plat thereof recorded in Plat Book 3, Page 41, Martin County, Florida Public Records.

NOTES:

- 1) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 2) DESCRIPTION FURNISHED BY CLIENT
- 3) THE LAST DATE OF BOUNDARY FIELD WORK WAS AUGUST 12, 2015.
- 4) OVERALL PARCEL CONTAINS 3.021 ACRES, MORE OR LESS.
- 5) BEARINGS SHOWN HEREON ARE BASED ON THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 WHICH BEARS SOUTH 18°41'32" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
- 6) UNDERGROUND UTILITIES, UTILITY SERVICES, FOUNDATIONS AND IMPROVEMENTS WERE NOT LOCATED AS A PART OF THIS SURVEY.
- 7) FLOOD NOTE: BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" AND ZONE "AE(6)", ACCORDING TO FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 12085C0132 G, EFFECTIVE DATE MARCH 16, 2015. THE EXACT DESIGNATION CAN ONLY BE DETERMINED BY AN ELEVATION CERTIFICATE.
- 8) 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.
- 9) ALL DIMENSIONS RELATING TO THE BOUNDARY AND ITS LOCATION ARE MEASURED AND ARE THE SAME AS PLAT/DEED DIMENSIONS UNLESS OTHERWISE NOTED.
- 10) NO INTERIOR IMPROVEMENTS LOCATED AS PART OF THIS SURVEY OTHER THAN THOSE SHOWN HEREON.
- 11) ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 UTILIZING NATIONAL GEODETIC SURVEY (NGS) BENCHMARK K-403 HAVING A PUBLISHED ELEVATION OF 7.97', AND MARTIN COUNTY BENCHMARK US-1BAK HAVING A PUBLISHED ELEVATION OF 8.04'.

LEGEND & ABBREVIATIONS

CONC	CONCRETE	P.B.	PLAT BOOK
P.C.P.	PERMANENT CONTROL POINT	C.M.	CONCRETE MONUMENT
FLD	FIELD DATA	O.R.	ORIGINAL RECORDS BOOK
(C)	CALCULATED FROM FIELD MEASUREMENTS	CATV	CABLE TELEVISION
(E)	EXISTING	PIC	PROPERTY LINE
(D)	DEED	COR.	CORNER
(S)	SET	P.O.B.	POINT OF BEGINNING
(F)	FLOW LINE	P.O.C.	POINT OF COMMENCEMENT
(T)	TOP OF BANK	P.O.D.	POINT OF DISCONTINUITY
(H)	HYDRAULIC	IR&C	5/8" IRON ROD & CAP
(U)	UTILITY	U.E.	UTILITY EXEMPT
(B)	BUSINESS	R.S.	REGISTERED LAND SURVEYOR
(A)	AMERICAN	P.M.	PROFESSIONAL MAPPER & SURVEYOR
(T)	TELEPHONE	IP	IRON PIPE
(S)	STRUCTURE	AC	ADORE
(M)	MONUMENT	ADP	ADORE
(T)	TRAFFIC CONTROL BOX	SWV	SEWER VALVE
		PP	POWER POLE

CERTIFIED TO:
WYNNE BUILDING CORPORATION

Thomas P. Kiernan
Professional Surveyor & Mapper
Florida Certificate No. 6199

COMPUTER FILE REF.	FIELD BK./PG.
15-131	

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

- REVISIONS -		BY	DATE
ADDED TOPO & TREE LOCATIONS		RNJ	1/25/16

FIELD	BY	DATE
CALCS	GA	08/11/15
DRAWN	RNJ	08/14/15
DETAILED		
CHECKED		
APPROVED		

BOUNDARY TOPOGRAPHIC & TREE SURVEY
LOTS 1&2, BLOCK 3, & LOTS 1,2,&3, BLOCK 2
PALM LAKE PARK
PREPARED FOR
WYNNE BUILDING CORPORATION

DATE: 01-26-2015
HORIZ. SCALE: 1"=30'
VERT. SCALE: N/A
JOB No. 15-131
SHEET 1 OF 1

January 5, 2016

Terry O'Neil
Development Director
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

**RE: Hilton Suites of Stuart
PUD Amendment Request**

Dear Mr. O'Neil,

Giangrande Engineering & Planning (GEP) is requesting a Planned Unit Development (PUD) Amendment for the Hilton Suites of Stuart site, located immediately north of the intersection of US 1 and NW 20th Street (see attached site plan).

The site for the proposed Hilton Suites site was previously approved, but never constructed, for a project named Baker Road Commons. The following is a comparison of the previously approved Baker Road Commons and the proposed Hilton Suites projects:

- The primary difference between the two plans is that the Baker Road Commons plan proposed 10,250 square feet of commercial retail space and a 80 room hotel, while the Hilton Suites plan proposes a 106 room hotel.
- There is no proposed change from the previously approved height of the hotel building.
- The hotel in the Baker Road Commons plan was located approximately 75 feet from the north property line, while the hotel in the Hilton Suites plan is also proposed to be approximately 75 feet from the north property line.
- The dumpster in the Baker Road Commons plan was located approximately 180 feet from the north property line, while the dumpster in the Hilton Suites plan is proposed to be approximately 250 feet from the north property line.
- The estimated average daily traffic (ADT) generated by the Baker Road Commons plan was approximately 729 daily trips, while the estimated ADT generated by the Hilton Suites plan is approximately 522 daily trips.

I appreciate your time and assistance in getting this process started. I would be happy to discuss this further with you by phone or in person if needed. Please do not hesitate to contact me with any questions or comments at 772.888.9076.

Best regards,



Leo D. Giangrande, P.E.
Principal
w/ encl.

General Information

(Please Print or Type)

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

Name: Joel Wynne
Title: Owner
Company: Wynne Building Corporation
Company Address: 8000 South US-1, Suite 402

City/State/Zip Code: Port St Lucie, FL 34952
Telephone Number:
Facsimile Number:
Email Address (optional):

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

Name: Leo Giangrande PE
Title: Principal
Company: Giangrande Engineering & Planning
Company Address: 73 SW Flagler Avenue

City/State/Zip Code: Stuart, FL 34994
Telephone Number: 772.888.9076
Facsimile Number:
Email Address (optional): Leo@GEP-LLC.com

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

Name: Leo Giangrande, P.E.
Title: Principal
Company: Giangrande Engineering and Planning
Company Address: 73 SW Flagler Avenue

City/State/Zip Code: Stuart, FL 34994
Telephone Number: 772 888 9076
Facsimile Number:
Email Address (optional): Leo@GEP-llc.com

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

4. Signed this 8 day of December, 2016.

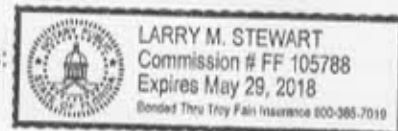


Signature of Property Owner, Lessee, Contract Purchaser or Applicant (circle one)

State of Florida, Martin County The foregoing instrument was acknowledged before me on this 8 day of December by Leo Giangrande who is personally known to me or who has produced _____ as identification and who did/did not take an oath.


Notary Signature

Commission Expires:



MINUTES

**LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD MEETING
DECEMBER 17, 2015 AT 5:30 PM
CITY COMMISSION CHAMBERS
121 S.W. FLAGLER AVE.
STUART, FLORIDA 34994**

LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD MEMBERS

**Chair - Bill Mathers
Vice Chair - Li Roberts
Board Member - Larry Massing
Board Member - Michael Herbach
Board Member - Ryan Strom
Board Member - Susan O'Rourke
Board Member - John Leighton
Ex Officio - Garret Grabowski**

**ADMINISTRATIVE
Development Director, Terry O'Neil
Board Secretary, Michelle Vicat**

CALL TO ORDER  **5:29 PM**

ANNUAL BOARD REORGANIZATION

Larry Massing nominated Bill Mathers as Chair, John Leighton seconded the motion. Approved unanimously.

Larry Massing nominated Li Roberts as Vice Chair, John Leighton seconded the motion. Approved unanimously.

 **5:30 PM Roll Call.**

Present: Ryan Strom, William Mathers, Larry Massing, John Leighton, Mike Herbach, Susan O'Rourke.

Absent: Li Roberts

APPROVAL OF MINUTES  **5:33 PM Motion: Action: Approve, Moved by Larry Massing, Seconded by John Leighton. Motion passed unanimously.**

COMMENTS FROM THE PUBLIC (5 min. max): None

COMMENTS FROM THE BOARD MEMBERS: None

OTHER MATTERS BEFORE THE BOARD

1. An Ordinance of the City of Stuart, Florida, amending the "Baker Road Commons PUD" (Ordinance No. 2312-2015), consisting of 3.02 acres, located at 1440 NW Federal Highway and owned by Wynne Building Corporation, a Florida Corporation, said land being more fully described in Exhibit "A" attached hereto; approving an amended site plan; approving certain development documents; declaring the development to be consistent with the Comprehensive Plan of the city; approving amended development conditions and a timetable for development; providing directions to the City Clerk; providing for repeal of all ordinances in conflict; providing for severability; and providing for an effective date, and for other purposes.

PRESENTATION: Stephen Mayer, Senior Planner
Joel Wynne, Wynne Building Corporation

PUBLIC COMMENT: None

BOARD COMMENT:

Ryan Strom read Li Roberts the questions Li Roberts submitted in her absence. The first one was asking for a signage location and example.

Leo Giangrande, Giangrande Engineering and Planning said he believed there was a sign on the bottom right hand corner and the intent is to have a monument sign and they will come back to the next meeting with details.

Stephen Mayer said there was a condition of approval that all signage would meet code.

Ryan Strom asked for the outdoor lighting location and example.

Stephen Mayer said it is not a requirement at this level but will be at final site plan.

Ryan Strom asked about the exterior fence in the NW corner matching up with existing adjoining parcel to prevent pass through.

Leo Giangrande said they are proposing a fence to continue with the existing fence and there will be no gap.

Ryan Strom asked the definition of extended stay.

Terry O'Neil, Development Director said they need to be more specific of what that means but in his view it's a stay of three or four weeks.

Joel Wynne said extended stay is a specific definition in the hotel business and what they are trying to do, they agree with. He thought thirty days is a reasonable delineation.

Ryan Strom said there are two types of pools shown and asked about music and noise.

Leo Giangrande said the site plan and elements supersede the prototype submitted.



5:56 PM Motion: Action: Approve, Moved by Larry Massing, Seconded by Ryan Strom. Motion passed unanimously.

2. Ordinance No. 2345-2017 an Ordinance of the City of Stuart, Florida, annexing a parcel of land fronting NW Federal Highway (US Highway 1) south of and abutting North Stuart Baptist Church, consisting of 9.45 acres, said parcel being more fully described in Exhibit "A" attached hereto; providing directions to the City Clerk; providing for repeal of all ordinances in conflict; providing for severability; providing for codification; and providing for an effective date, and for other purposes.

PRESENTATION: Tom Reetz, Senior Planner
Nik Schroth, NAI Southcoast (check spelling)

PUBLIC COMMENT: None

BOARD COMMENT:


Chair Mathers abstained as he had consulted with the applicant on the annexation.

Larry Massing abstained from voting due to the contentious annexation relationship between his employer and the City of Stuart.

Ryan Strom read Li Roberts comments: Substantial part of boundary; approximately 2.5% of perimeter is adjacent to city boundary, completely ignored the road as required or looked at it as 20% of eastern side of property ignoring the narrow access round which means 5% is adjacent to city boundary and didn't think this meets the requirement of substantial part of a boundary. She thought that when if/when future annexation of property identified this would change. Reasonable compact finger areas in serpentine winding patterns add a block that is 100% contiguous on one side of four would create three additional boundary turns and would not be winding or turning. In this case the proposed parcel adds five additional boundary turns which would appear to be winding or turning.

Mike Mortell, City Attorney said he met with staff regarding these comments and attached a memo to the agenda package and expanded the issues that relates to serpentine as well as finger and said it does meet the legal criteria.

Susan O'Rourke said it meets the criteria and if the city's intent is to expand,

 6:08 PM **Motion: Action:** Approve, **Moved by** Susan O'Rourke, **Seconded by** John Leighton.
Motion passed unanimously with Larry Massing and Bill Mathers abstaining.

3. An Ordinance of the City Commission of the City of Stuart, Florida amending the City's Comprehensive Plan; specifically amending the Future Land Use Element Table of land use densities and intensities in order to increase the maximum density calculations for low density residential, multi-family residential, office/residential and East Stuart District to provide for consistency with the City's existing minimum lot size requirements; approving transmittal of the Comprehensive Plan to the Department of Economic Opportunities (DEO) and other relevant agencies and local governments; providing for conflicts; providing for severability; providing for effective date, and for other purposes

PRESENTATION: Stephen Mayer, Senior Planner made a presentation for Items 3 and 4 together.

PUBLIC COMMENT:

Karen Sayer read her comments which are included with these minutes. After board comment she asked them to table the item until they received more data.

BOARD COMMENT:

Larry Massing reaffirmed that this shores up the numbers.

Terry O'Neil agreed.

Chair Mathers read comments from Mark Mathes and Li Roberts which are included with these minutes.

Susan O'Rourke said she shared some of Mrs. Sayer's concerns and said she thought the data and analysis should come before the decision. She said she worked with Mainstreet and even quirky neighborhoods lend

character to the community and thought they had gone to the high side and maybe they should stick to the same number and instead adjust the land use and LDR.

Terry O'Neil said this is how the lot sizes have been applied since 1967 and it's a really good way to illustrate what is the effect of our development patterns and if you look at what has been developed and if you feel comfortable with that, that what we have is of a scale and quaintness and mix of uses he would propose that continuing to do the same thing unchanged, they aren't risking this running away from us in any way because it's the way they've been doing business since 1967. He said if the board wants them to look at this for additional safeguards; his view is that lot size variances are not all that common and they certainly don't come if there is neighborhood opposition.

John Leighton said he thought the neighborhoods have grown appropriately from 1967 to today and land/home values have gone up exponentially so the market has clearly identified they like what's happened. He said if all they are doing is addressing a de minimis issue on a piece of paper and it's acceptable to everyone, he doesn't understand what the problem is.

Chair Mathers asked that staff look at both the maximum building coverage, impacts and said you can impact the current infrastructure because you are inducing a higher density.



**6:55 PM Motion: Action: Approve, Moved by John Leighton, Seconded by Larry Massing.
Motion passed 5/1 with Susan O'Rourke dissenting**

4. An Ordinance of the City of Stuart, Florida amending Chapter 2, Section 2.03.05, Table 3 "Maximum Dwelling Units Per Acre" of the City's Land Development Code, providing for consistency with the City's existing and long-standing minimum lot size requirements by increasing the maximum densities for the R-1A, R-1, R-2, R-3, RPUD, B-1, CPUD and Urban Districts to be consistent with the City's Comprehensive Plan; amending Chapter 2, Section 2.07.00, "Designation of Planned Unit Development (PUD); amending Chapter 12, "Definitions", to clarify the definition of net density and density bonus, declaring said amendments to be consistent with the City's Comprehensive Plan; providing for a severability clause, a conflict clause and codification; providing for an effective date, and for other purposes.

PRESENTATION: Stephen Mayer, Senior Planner

PUBLIC COMMENT: None

BOARD COMMENT: None



**7:02 PM Motion: Action: Approve, Moved by Larry Massing, Seconded by Ryan Strom.
Motion passed 5/1 with Susan O'Rourke dissenting**

STAFF UPDATE: None

ADJOURNMENT  **7:02 PM Motion: Action: Adjourn, Moved by John Leighton, Seconded by Ryan Strom. Motion passed unanimously.**

Bill Mathers, Chair

Michelle Vicat, Board Secretary

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/27/2017

Prepared by: Tom Reetz

Title of Item:

ORDINANCE No. 2345-2017 AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ANNEXING A PARCEL OF LAND FRONTING NW FEDERAL HIGHWAY (U.S. HIGHWAY 1) SOUTH OF AND ABBUTTING NORTH STUART BAPTIST CHURCH, CONSISTING OF 9.45 ACRES, SAID PARCEL BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES. (RC)

Summary Explanation/Background Information on Agenda Request:

Staff has received an application to annex a property fronting NW Federal Highway south of and abutting the North Stuart Baptist Church. The parcel is owned by Anchor Commercial Bank and is 9.45 acres in size and is undeveloped. The parcel is contiguous to the City, compact in form and will not create an enclave if annexed. The City Attorney finds the attached application to be in order and in compliance with Florida Statute Section 171.044. The property owner is not proposing a development plan or timetable for development at this time. The owner understands that City land use and PUD zoning designations will be applied for at a later date. In the meantime, Martin County's land use and zoning regulations remain in effect. As called for by Florida Statute, the Martin County BOCC has been notified of the proposed annexation by certified mail. A complete copy of tonight's agenda item was provided to the County's Growth Management Department on February 10, 2017.

In addition to the Development Department's review, the City Manager, City Attorney, Public Works, Police, Fire and Financial Services Departments have reviewed the application without objection.

With regard to cost, annexing the subject properties will have a de minimus impact on City Services. When land use, zoning and specific development plans are proposed at a later date, a comprehensive fiscal impact analysis will occur. In the meantime, based on the as-is assessed value of the parcel (\$533,820) the City's ad valorem revenues, at the current millage rate of 4.552, will be approximately \$2,430.

At its regularly scheduled meeting on February 16, 2017, the Local Planning Agency (LPA) approved this item on a 5-0 vote. **See attached LPA minutes.**

Funding Source:

NA

Recommended Action:

Approve Ordinance No. 2345-2017 on First Reading.

ATTACHMENTS:

Description	Upload Date	Type
❑ Ordinance No. 2345-2017	2/20/2017	Ordinance add to Y drive
❑ City Attorney Memo	2/20/2017	Backup Material
❑ Staff Report & Maps	2/20/2017	Staff Report
❑ Annexation Application	2/9/2017	Backup Material

▣	Martin County Notification	2/10/2017	Backup Material
▣	Affidavit for sign posting on site with picture	2/9/2017	Backup Material
▣	LPA Minutes	2/20/2017	Backup Material

Return to:

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

ORDINANCE No. 2345-2017

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ANNEXING A PARCEL OF LAND FRONTING NW FEDERAL HIGHWAY (U.S. HIGHWAY 1) SOUTH OF AND ABBUTTING NORTH STUART BAPTIST CHURCH, CONSISTING OF 9.45 ACRES, SAID PARCEL BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, Petitioners, Anchor Commercial Bank, constituting the fee simple title holder to the land fronting NW Federal Highway (U.S. Highway-1), consisting of 9.45 acres, more particularly described in **Exhibit "A"**, attached hereto and made a part thereof, has voluntarily requested the City of Stuart annex said land into the corporate limits of the City; and

WHEREAS, the City Commission, has considered the Petitioner's voluntary request for annexation, and has also considered the recommendation of the Stuart Local Planning Agency and City staff.

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

Section 1. Findings. The City Commission finds the above statements are true and correct,

and serve as a basis for consideration of this ordinance; that said lands are contiguous with the corporate limits of the City of Stuart, creates no enclaves, is reasonably compact, and that the City can effectively provide police, fire, and sanitary services to said land, all in compliance with the terms and requirements of Sec. 171.44, Florida Statutes, and the City of Stuart Code.

Section 2. Annexation. The City Commission has determined that development of said lands upon annexation shall be in accordance with the regulatory requirements of Martin County until such time as amendments to the City's Comprehensive Land Use Plan and Official Zoning Map become effective; and that the parcel of land more particularly described in **Exhibit "A"**, are hereby annexed into and shall be within the corporate limits of the City of Stuart, Florida, and that same shall henceforth be a part of said City as if said lands were originally a part of the City of Stuart.

Section 3. Directions to the City Clerk. The City Clerk shall cause the boundaries as set forth in the City's Charter to be amended and codified. The City Clerk shall submit such documentation as required by law to give effect to this ordinance to the Clerk of the Circuit Court, Board of County Commissioners Florida Statute 171.044(6) within 10 days prior to second reading adoption, the Chief Administrative Officer of Martin County, and the Florida Department of State within seven (7) days following adoption, in accordance with Section 171.044, Florida Statutes. Upon complete execution of this Ordinance, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

Section 4. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 5. Severability. If any word, clause, sentence, paragraph, section or part thereof

contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance. The corporate boundary of the City shall be re-codified to include lands annexed.

Section 6. Effective Date: This ordinance shall be effective upon its adoption.

Passed on first reading the 27th day of February, 2017.

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:

THOMAS CAMPENNI, MAYOR
TROY MCDONALD, VICE MAYOR
JEFFERY KRAUSKOPF, COMMISSIONER
KELLI GLASS-LEIGHTON, COMMISSIONER
EULA CLARKE, COMMISSIONER

YES	NO	ABSENT

ADOPTED on second and final reading this 13th day of March, 2017.

ATTEST:

CHERYL WHITE
CITY CLERK

THOMAS CAMPENNI
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MIKE MORTELL, CITY ATTORNEY

Exhibit "A"
Legal Description & Boundary Survey

Anchor Commercial Bank Prcel

LEGAL DESCRIPTION:

A PORTION OF LOTS 10, 11, AND 12, BLOCK 2, PLAT No. 1 SAINT LUCIE GARDENS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 35 OF THE PUBLIC RECORDS OF ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY 365.24 FEET (MORE OR LESS OF THE NW 1/4 OF SECTION 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST, LYING WESTERLY OF THE EXISTING RIGHT OF WAY OF STATE ROAD 5 (U.S. 1).

LESS THE SOUTHERLY 315.24 FEET (MORE OR LESS) OF THE EASTERLY 335 FEET AS MEASURED AT RIGHT ANGLES FROM SAID WESTERLY RIGHT OF WAY OF STATE ROAD 5 (U.S. 1).

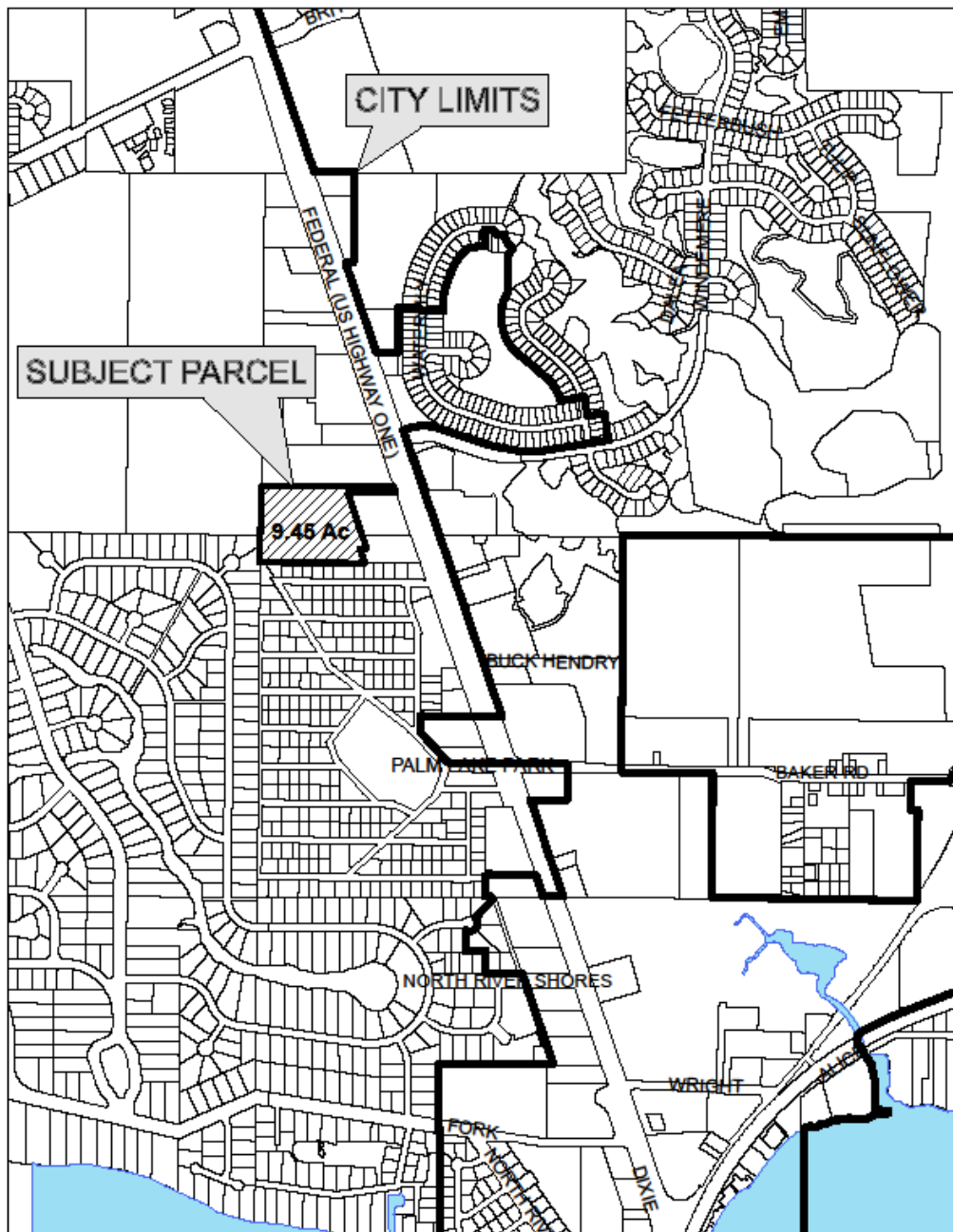
TOGETHER WITH

KNOWN AS A PORTION OF THE NORTH 200 FEET OF THE N.W. 1/4 OF THE S.W. 1/4 OF SECTION 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST, LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 5 (U.S. 1), MARTIN COUNTY, FLORIDA.

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 29, THENCE SOUTH 89°26'32" EAST ALONG THE NORTH LINE OF THE S.W. 1/4 OF SAID SECTION 29 A DISTANCE OF 742.86 FEET TO A POINT 335.00 FEET WESTERLY OF AS MEASURED AT A RIGHT ANGLE TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD No. 5; THENCE SOUTH 18°38'23" EAST PARALLEL WITH SAID RIGHT OF WAY A DISTANCE OF 96.77 FEET TO A POINT, THENCE NORTH 89°26'32" WEST A DISTANCE OF 50.00 FEET TO A POINT, THENCE SOUTH 18°38'23" EAST A DISTANCE OF 115.00 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTH 200 FEET; THENCE NORTH 89°26'32" WEST A LONG SAID LINE A DISTANCE OF 763.51 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 29, THENCE NORTH 00°50'53" EAST ALONG SAID WEST LINE A DISTANCE OF 200.00 FEET TO THE **POINT AND PLACE OF BEGINNING**.



Location Map



**CITY OF STUART
OFFICE OF THE CITY ATTORNEY**



MEMORANDUM

TO: TERRY O'NEIL, DEVELOPMENT DIRECTOR

SUBJECT: VOLUNTARY ANNEXATION OF A 9.45 ACRE PARCEL OF LAND ON
N.W. FEDERAL HIGHWAY

CC: PAUL NICOLETTI, CITY MANAGER

DATE: FEBRUARY 9, 2017

ISSUE

I have reviewed an annexation request for a 9.45 acre parcel located on the west side of N.W. Federal Highway abutting North Stuart Baptist Church to the north, Windemere Point to the east and commercial/ residential to the south.

Voluntary annexations are governed by the standards of Section 171.044 Florida Statutes. The basic requirement is stated as follows:

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

The statute contains four (4) general requirements. First, a petition for voluntary annexation must be unanimously signed by all property owners in the area to be annexed. Second, the property proposed to be annexed must be contiguous and reasonably compact. Third, the proposed annexation cannot produce an enclave. Finally, county charters which provide for an exclusive method of municipal annexation override the Florida Statute. Martin County is not a Charter county and therefore, the fourth criteria does not apply to an annexation in the City of Stuart, Florida.

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

Section 171.031(11) provides that:

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

In the current application, all owners of the geographic area subject to annexation have signed the application and a substantial part of the boundary is coterminous with the City of Stuart. Specifically, the 52 foot wide, U.S. One Boundary (which provides the only access to the property) is coterminous with the City of Stuart. Therefore, the property meets condition one and deemed is contiguous to the City of Stuart.

3. **Reasonably Compact**

“Compactness is defined under subsection (12) of 171.031, F.S., to mean a concentration of a piece of property in a single area. The requirement for compactness precludes any action which would create enclaves, pockets, or ginger areas in serpentine patterns. The purpose of the compact and contiguous requirement is to assure creation of

geographically unified and compact municipalities, City of Sunrise v. Broward County, 473 So. 2d 1387 (Fla. 4th DCA 1985). The court in City of Sanford v. Seminole County, 538 So. 2d 113 (Fla. 5th DCA 1989) found that our statutes do not define the term pocket but Webster's defines the term in relevant part as a small isolated area of group. *Id.* AT 115 (referencing Webster's New Collegiate Dictionary, p. 879).

As for "finger areas in serpentine patterns," the Sanford Court found that "serpentine" is defined in Webster's as "winding or turning one way and another". The court further found that the property annexed in the Sanford case did not violate the compactness requirement because "[while the annexations may be viewed to some extent as being in a finger pattern, they are not winding or turning." A review of the map, Exhibit "A", clearly shows that the parcel is compact, and that annexation would not create enclaves, pockets, or finger areas in serpentine patterns.

The issue of whether a parcel of property is "small" and "isolated" is relative to, and necessarily dependent upon, the size and configuration of the parcel and the surrounding municipal property. Size, be it small or large, is a relative term that can only be determined in relation to something else. Although the Court said in City of Sanford that a pocket is "a small isolated area or group," it did so recognizing that whether a parcel is small and isolated must be determined in relationship to the overall scope and configuration of the parcel in question and the surrounding municipal property. The statutory requirement that pockets not be created by annexations was intended to insure that no vestiges of unincorporated property be left "in a sea of incorporated property." See City of Ctr. Hill v. McBryde, 952 So. 2d 599 (Fla. 5th DCA 2007).

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

(1) No Enclaves

Subsection 5 of 171.044, F.S. Provides that "[I] and shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves". The term "enclave" is defined under Section 171.031(13), F.S., as "any unincorporated improved or developed area that is bounded on all sides by a single municipality or any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality." A review of the map, Exhibit "A", clearly shows that annexation of the parcel would not create an area bounded on all sides by a single municipality, and there is no natural or manmade obstacle to vehicular traffic in close proximity to either parcel. Therefore, no enclaves are created.

A review of the map clearly shows that an annexation of this parcel would not create an area bound on all sides by a single municipality, and there is no natural or

manmade obstacle to vehicular traffic in close proximity to either parcel. Therefore, no enclaves are created.

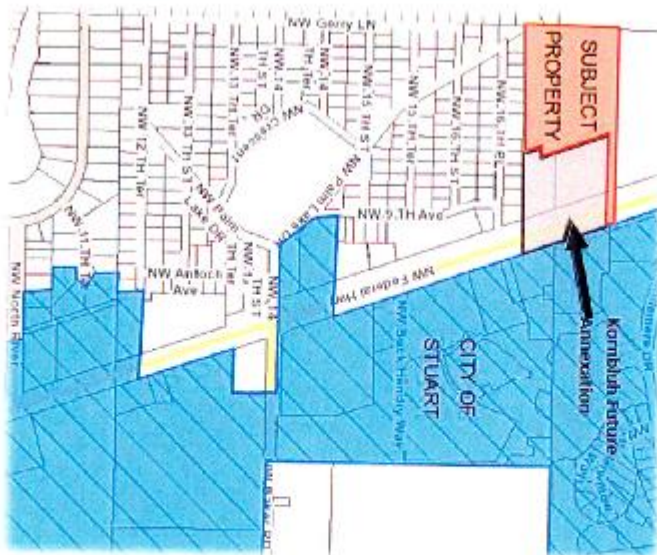
Conclusion

Based upon the foregoing facts and analysis it is my opinion that the voluntary annexation of this parcel into the municipal boundaries of the City of Stuart comply with Florida Statute §171.044. This opinion is prepared solely at the request of and for the use of, the City of Stuart, and no other person or entity may rely on it for any purpose without the express written permission of the City of Stuart.

Exhibit 'A'

1.3 Location of Proposed Annexation Property

Tuckers Cove is a vacant 9.448-acre parcel located on the west side of US-1 north of the Roosevelt Bridge. The City of Stuart jurisdictional boundary is predominantly situated to the east and further south of the proposal site.

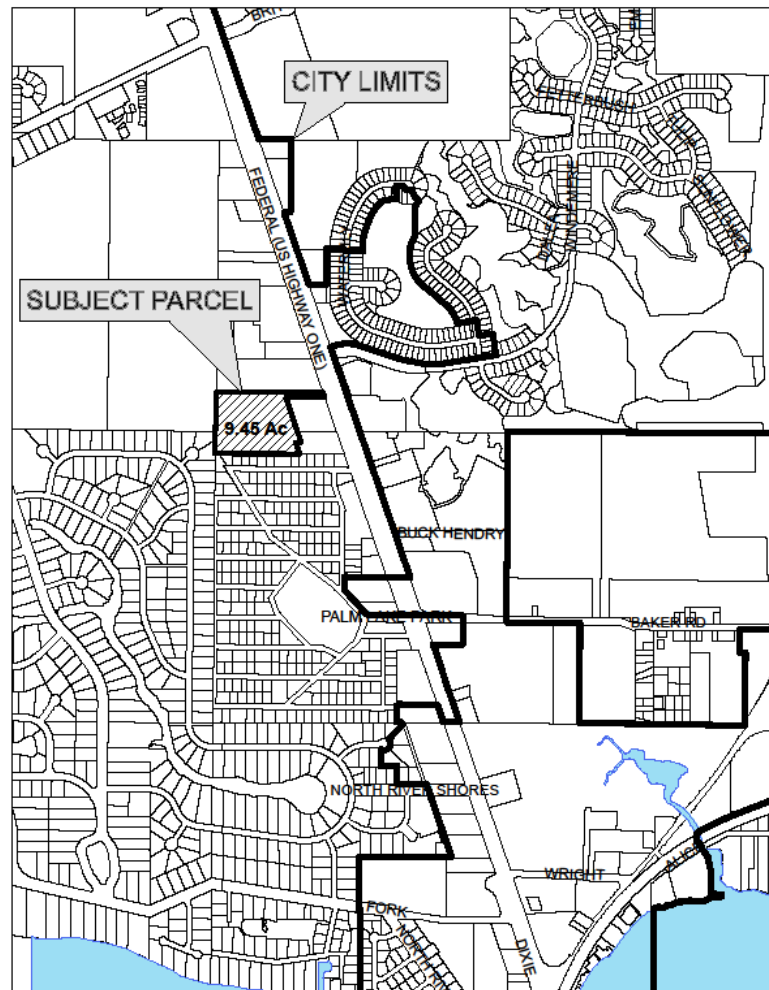


STAFF REPORT & MAPS

Background:

Staff has received an application to annex a single parcel on the west side of N.W. Federal Highway and south of North Stuart Baptist church. The 9.45 acre subject parcel owned by Anchor Commercial Bank and is undeveloped.

The property is considered contiguous to the City, compact in form and will not create an enclave if annexed. The City Attorney finds the attached application to be in order and in compliance with Florida Statute Section 171.044. The property owner is proposing a development plan or schedule of development at this time and understands that City land use and PUD zoning designations will have to be applied for at a later date. In the meantime, Martin County's land use and zoning regulations remain in effect. As called for by Florida Statute, the Martin County BOCC has been notified of the proposed annexation by certified mail. A complete copy of tonight's agenda item was provided to the County's Growth Management Department on Friday February 10, 2017.

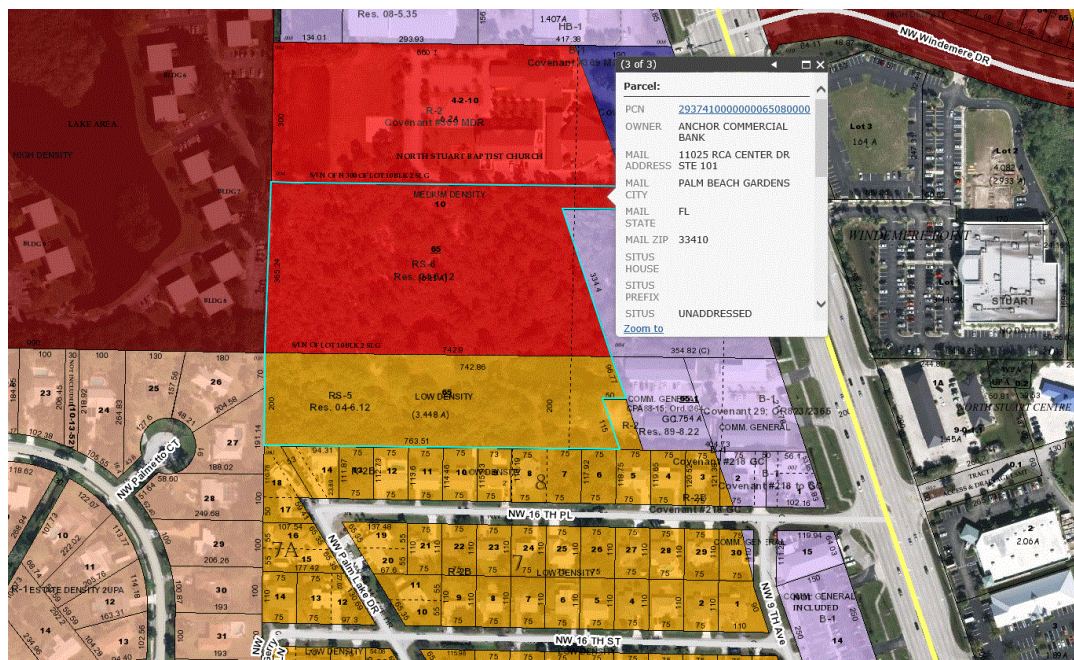


Parcel Information

	Size (Ac)	Status	County Land Use	County Zoning	City Land Use	City Zoning	Utilities
Anchor Commercial Bank	9.45	Vacant, undeveloped	Commercial Office/Resident ial, Medium Density, Low Density	RS-5 RS-6 Residential, RS-6 Residential and COR-2, Commercial Office Residential	TBD (Likely multi- family, limited commerc ial	TBD (Likely R-PUD)	County water, sewer, storm water and sanitation

County Land Use

The parcel's land use is Commercial Office/Residential Medium Density, Low Density under the County's Comprehensive Plan, a designation which is "reserved for land in the Primary Urban Service District. Densities shall not exceed five units per gross acre for low density and six units per acre for medium density. In reviewing specific densities, the aim shall be to preserve the stability and integrity of established residential development and provide equitable treatment to lands sharing similar characteristics. Landscaping, screening, buffering and similar design techniques shall be used to as smooth transition between residential structure types and densities"



County Zoning

The property is zoned **RS-5 and RS-6 Residential District and COR Commercial Office Residential** on the County's official zoning map. *In this district, a building or structure or land shall be used for only the following purposes, subject to any additional limitations pursuant to [section 3.11](#):*

RS-5 and RS-6

1. Any use permitted in the R-2A Two-Family Residential District.
2. Modular homes
3. Multifamily dwellings
4. Single-family detached dwelling
5. Townhouse dwellings
6. Duplex dwellings
7. Zero lot line single-family dwellings

COR

8. Administrative services, not-for-profit
9. Community centers
10. Educational institutions
11. Neighborhood assisted residences with six (6) or fewer residents
12. Places of worship
13. Post offices
14. Protective and emergency services
15. Residential care facilities
16. Ancillary retail use
17. Business and professional office

RS-5 and RS-6

The required lot area shall not be less than 7,500 square feet.

Minimum setbacks required.

1. Front: 25 feet.
2. Rear and side: 10 feet.
3. No structure shall be built within 50 feet of the center line of any public platted right-of-way not a designated through-traffic highway.

COR-1 Commercial Office Residential

The required lot area shall not be less than 7,500 square feet.

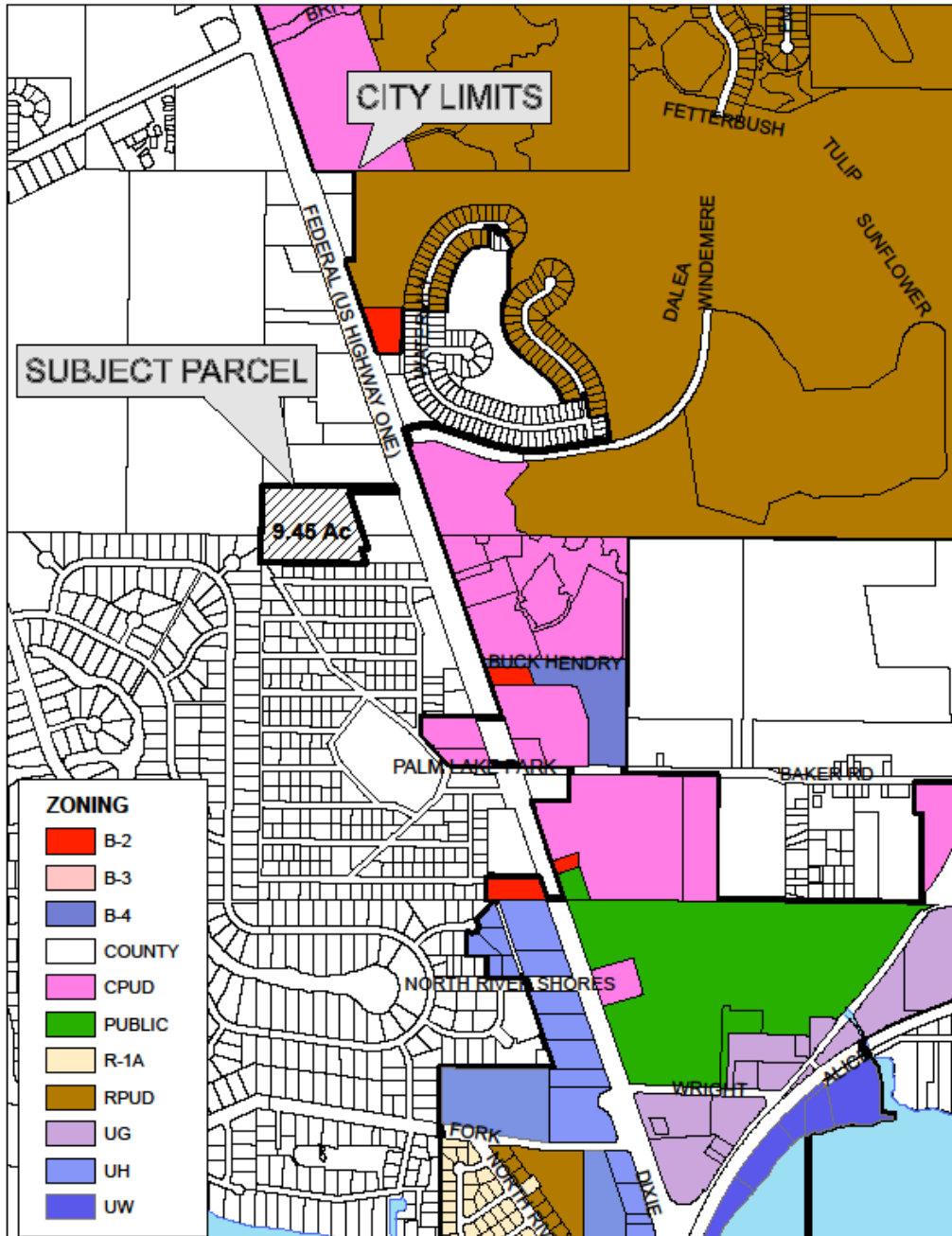
Minimum setbacks required.

4. Front: 25 feet.
5. Rear and side: 10 feet.
6. No structure shall be built within 50 feet of the center line of any public platted right-of-way not a designated through-traffic highway.

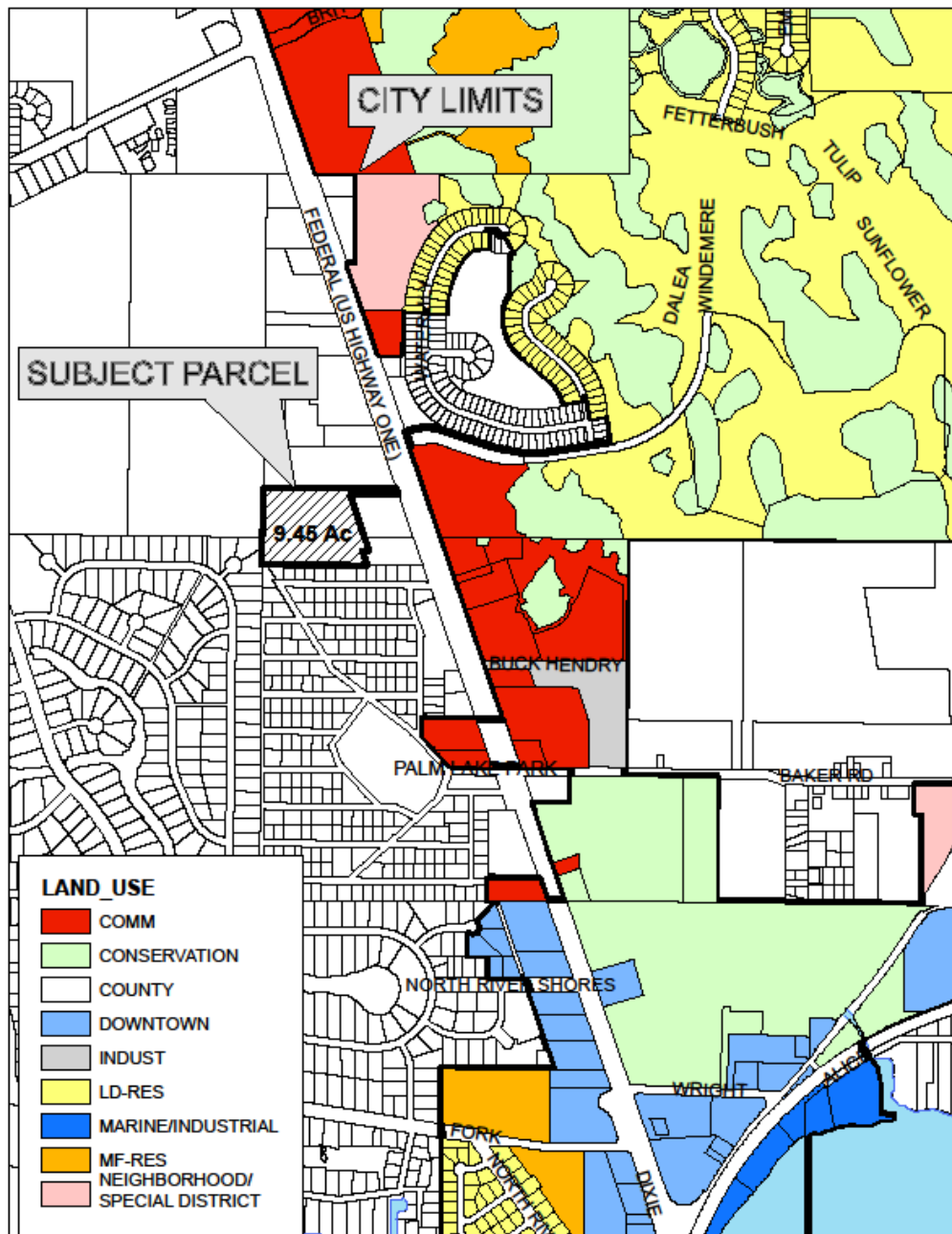
1. Any use permitted in the COR – Commercial Office Residential Districts.

Required lot area, width, front, side and rear yards and building height limits. Lots in the COR Commercial Office Residential District shall have an area of not less than 10,000 square feet, with a minimum width of 80 feet measured along the front property line. The maximum height of buildings or structures shall not exceed three stories or 30 feet, and not more than 30 percent of the lot area shall be occupied by structures or buildings. The minimum floor area of a dwelling unit in a COR-1 dwelling shall be 400 square feet, exclusive of carports, breezeways or utility rooms

Zoning Map



Land Use Map





City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994
development@ci.stuart.fl.us
(772) 288-5326

Received by: TR
Reviewed by: _____
Approved by: _____

Annexation Application

Project ID# 217010005
(Staff Entry)

Pre-App Conference Date: TBD	Application Date:
Project Name: Anchor Commercial Bank Annexation	
Parcel ID#29-37-41-000-000-00650-8	Project Address: US Highway No. 1, Stuart FL
Zoning/CRA Sub-district: COR-2, RS-5 & RS-6 Martin Co.	
Subdivision: St. Lucie Gardens	Lot(s): 10, 11 & 12
Fee: \$1,792.00 (this does not include fees that may be charged as a result of application review by the City's consultants or any required recording fees)	
Submittal Requirements: <ul style="list-style-type: none">A. Completed application form;B. Payment of fees;C. A concept plan;D. An estimate of the direct public costs to provide capital facilities for City utilities and other municipal services required by the development;E. An estimate of the ad valorem tax revenues to be generated by the subject property at the current millage rate both prior to and after development;F. An estimate of the residential population increase of the City after development; andG. Any other information as may be required by the City Development Director in order to do a thorough review of the request.H. One (1) copy of all documents on a PDF formatted disc electronically signed and sealed. <i>(The data requirements for a concept plan are available at the Development Department)</i>	
Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application. For a Major PUD amendment, the Local Planning Agency (LPA) is required to hold an advertised public hearing and formulate a recommendation to the City Commission. For both types of applications, the City Commission is required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.	
Justification: Please explain how the proposed annexation would further the relevant goals, objectives, and policies of the City's comprehensive plan (include additional pages if needed).	
The project is contiguous to city limits and will benefit from annexation due to the development approval process of the city. The resulting project from a city development process will be far better than a project resulting from a county development approval process.	

(over)

General Information

(Please Print or Type)

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

Name: Nelson Hinojosa	City/State/Zip Code: Palm Beach Gardens, FL 33410
Title: President & CEO	Telephone Number: 561-383-3170
Company: Anchor Commercial Bank	Facsimile Number: 561-775-7016
Company Address: 11025 RCA Center Drive	Email Address (optional):

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

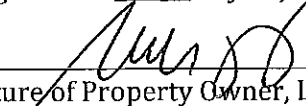
Name: Boyd Bradfield	City/State/Zip Code: Stuart, FL 34994
Title: President	Telephone Number: 772-286-6292
Company: NAI Southcoast	Facsimile Number: 772-286-7535
Company Address: 2055 S. Kanner Hwy	Email Address (optional):

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

Name: Nelson Hinojosa	City/State/Zip Code: Palm Beach Gardens, FL 33410
Title: President & CEO	Telephone Number: 561-383-3170
Company: Anchor Commercial Bank	Facsimile Number: 561-775-7016
Company Address: 11025 RCA Center Drive, Suite 101	Email Address (optional):

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

4. Signed this 13 day of January, 2017.


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

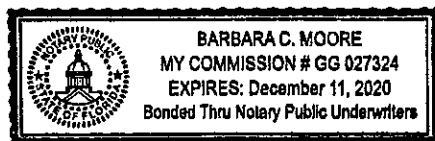
State of Florida, Martin County The foregoing instrument was acknowledged before me on this 18 day of January, 2017 by Nelson Hinojosa, President & CEO of Anchor Commercial Bank, who is personally known to me, or who has produced _____ as identification and who

did/did not take an oath.

Barbara C. Moore

Notary Signature

Commission Expires: 12-11-20



PETITION FOR ANNEXATION

I, Mr. Nelson Hinojosa, President and CEO of Anchor Commercial Bank, being the sole title owner of the 9.4481 acres of land described in the deed attached hereto as Exhibit "A," and located at US highway No. 1, Stuart, Florida, bearing Parcel Control No. 29-37-41-000-000-00650-8, hereby petition the City of Stuart to have said land annexed into the City.

In addition, I wish to join in the annexation application for the real property to the west of mine by Nehme Holdings, LLC, bearing Parcel Control No. 29-37-41-000-000-00650-8.

Nelson Hinojosa
Nelson Hinojosa, President & CEO

STATE OF FLORIDA §
COUNTY OF MARTIN §

This PETITION FOR ANNEXATION was acknowledged before me on January 18, 2017 by Nelson Hinojosa, President and CEO of Anchor Commercial Bank, the owner of the said property. He is personally known to me or has produced _____ as identification.

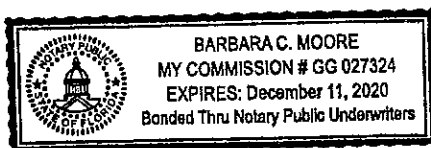
[SEAL]

Barbara C. Moore

Notary Public, State of Florida

My Commission Expires: 12-11-20

Parcel ID 29-37-41-000-000-00650-8





Development Department

City of Stuart

121 SW Flagler Avenue ~ Stuart, FL 34994

Phone: (772) 288-5326

Fax: 288-5388

February 8, 2017

Via: Return Receipt
Mail

Chairperson Doug Smith & Commissioners
MC Board of County Commissioners
2401 SE Monterey Road
Stuart, Florida 34996

Re: Application for voluntary annexation

Dear Chairperson Smith & Commissioners,

Pursuant to Florida Statute Section 171.044(6), attached please find a notice of proposed annexation which will be published in the Stuart News, once each week for two consecutive weeks, prior to the Stuart City Commission's final consideration of the item on March 13, 2017. A complete copy of the annexation ordinance and Local Planning Agency (LPA) agenda packet will be provided to County Growth Management Director, Nicki VanVonno, by February 10th, 2017. If you have any questions regarding this letter, please do not hesitate to contact this office at (772) 600-1284.

Sincerely,

Thomas J. Reetz

Tom Reetz
City of Stuart Senior Planner

cc: Taryn Kryzda, County Administrator
Nicki VanVonno, County Growth Management Director
Stuart City Commission
Paul Nicoletti, City Manager

Attached: Stuart News Advertisement

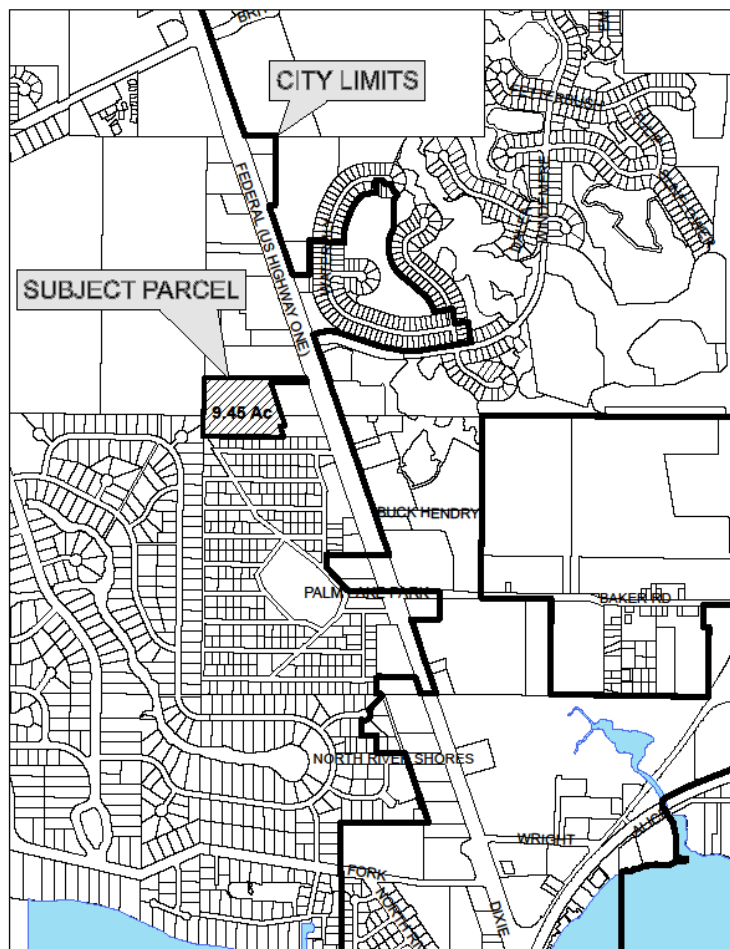
Notice of Proposed Annexation of Land

An ordinance (title shown below) to annex a single parcel (map shown below) will be considered by the Stuart Local Planning Agency (LPA) on Thursday, February 16, 2017 at 5:30 PM and by the Stuart City Commission on Monday, February 27, 2017 and Monday, March 13th at 5:30 PM. All hearings will take place at the Stuart City Hall Commission Chambers, 121 SW Flagler Avenue in Stuart. A complete legal description by metes and bounds and a complete copy of the ordinance may be obtained from the Office of the City Clerk or by calling (772) 600-1284.

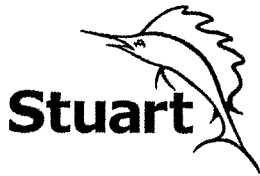
ORDINANCE No. 2345-2017

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ANNEXING A PARCEL OF LAND FRONTING NW FEDERAL HIGHWAY (U.S. HIGHWAY 1) SOUTH OF AND ABBUTTING NORTH STUART BAPTIST CHURCH, CONSISTING OF 9.45 ACRES, SAID PARCEL BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Location Map



Publish February 11, 2017 & February 27th 2017 & March 6, 2017



AFFIDAVIT ATTESTING TO NOTIFICATION BY POSTING

121 SW Flagler Ave
Stuart, FL 34994

Tel: 772-288-5326

Fax: 772-288-5388

Please print clearly and provide all required information

I/We Boyd G. Bradfield, being first duly sworn, depose(s) and say(s):

1. That (I am/We are) the owner(s) of the following described property:

US Hwy 1, Stuart, FL Parcel ID # 29-37-41-000-000-00650-8

2. The sign has been posted according to and complies with the standards of the notice provisions of Section 11.11.02 of the City of Stuart Land Development Code.

3. That a photograph showing the placement of the notification sign be made part of this Affidavit.

Signature of Property Owner/Authorized Agent

Signature of Property Owner/Authorized Agent

Sworn and subscribed before me this 1 day of FEBRUARY, 2017 by BOYD BRADFIELD who is personally known to me/who produced _____ as identification and who did/did not take an oath, acknowledged this foregoing instrument before me on this 1 day of FEBRUARY, 2017.

Notary Public, State of Florida



MINUTES

**LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD MEETING
DECEMBER 17, 2015 AT 5:30 PM
CITY COMMISSION CHAMBERS
121 S.W. FLAGLER AVE.
STUART, FLORIDA 34994**

LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD MEMBERS

**Chair - Bill Mathers
Vice Chair - Li Roberts
Board Member - Larry Massing
Board Member - Michael Herbach
Board Member - Ryan Strom
Board Member - Susan O'Rourke
Board Member - John Leighton
Ex Officio - Garret Grabowski**

**ADMINISTRATIVE
Development Director, Terry O'Neil
Board Secretary, Michelle Vicat**

CALL TO ORDER  5:29 PM

ANNUAL BOARD REORGANIZATION

Larry Massing nominated Bill Mathers as Chair, John Leighton seconded the motion. Approved unanimously.

Larry Massing nominated Li Roberts as Vice Chair, John Leighton seconded the motion. Approved unanimously.

 **5:30 PM Roll Call.**

Present: Ryan Strom, William Mathers, Larry Massing, John Leighton, Mike Herbach, Susan O'Rourke.

Absent: Li Roberts

APPROVAL OF MINUTES  5:33 PM Motion: Action: Approve, Moved by Larry Massing, Seconded by John Leighton. Motion passed unanimously.

COMMENTS FROM THE PUBLIC (5 min. max): None

COMMENTS FROM THE BOARD MEMBERS: None

OTHER MATTERS BEFORE THE BOARD

1. An Ordinance of the City of Stuart, Florida, amending the "Baker Road Commons PUD" (Ordinance No. 2312-2015), consisting of 3.02 acres, located at 1440 NW Federal Highway and owned by Wynne Building Corporation, a Florida Corporation, said land being more fully described in Exhibit "A" attached hereto; approving an amended site plan; approving certain development documents; declaring the development to be consistent with the Comprehensive Plan of the city; approving amended development conditions and a timetable for development; providing directions to the City Clerk; providing for repeal of all ordinances in conflict; providing for severability; and providing for an effective date, and for other purposes.

PRESENTATION: Stephen Mayer, Senior Planner
Joel Wynne, Wynne Building Corporation

PUBLIC COMMENT: None

BOARD COMMENT:

Ryan Strom read Li Roberts the questions Li Roberts submitted in her absence. The first one was asking for a signage location and example.

Leo Giangrande, Giangrande Engineering and Planning said he believed there was a sign on the bottom right hand corner and the intent is to have a monument sign and they will come back to the next meeting with details.

Stephen Mayer said there was a condition of approval that all signage would meet code.

Ryan Strom asked for the outdoor lighting location and example.

Stephen Mayer said it is not a requirement at this level but will be at final site plan.

Ryan Strom asked about the exterior fence in the NW corner matching up with existing adjoining parcel to prevent pass through.

Leo Giangrande said they are proposing a fence to continue with the existing fence and there will be no gap.

Ryan Strom asked the definition of extended stay.

Terry O'Neil, Development Director said they need to be more specific of what that means but in his view it's a stay of three or four weeks.

Joel Wynne said extended stay is a specific definition in the hotel business and what they are trying to do, they agree with. He thought thirty days is a reasonable delineation.

Ryan Strom said there are two types of pools shown and asked about music and noise.

Leo Giangrande said the site plan and elements supersede the prototype submitted.



5:56 PM Motion: Action: Approve, Moved by Larry Massing, Seconded by Ryan Strom. Motion passed unanimously.

2. Ordinance No. 2345-2017 an Ordinance of the City of Stuart, Florida, annexing a parcel of land fronting NW Federal Highway (US Highway 1) south of and abutting North Stuart Baptist Church, consisting of 9.45 acres, said parcel being more fully described in Exhibit "A" attached hereto; providing directions to the City Clerk; providing for repeal of all ordinances in conflict; providing for severability; providing for codification; and providing for an effective date, and for other purposes.

PRESENTATION: Tom Reetz, Senior Planner
Nik Schroth, NAI Southcoast (check spelling)

PUBLIC COMMENT: None

BOARD COMMENT:


Chair Mathers abstained as he had consulted with the applicant on the annexation.

Larry Massing abstained from voting due to the contentious annexation relationship between his employer and the City of Stuart.

Ryan Strom read Li Roberts comments: Substantial part of boundary; approximately 2.5% of perimeter is adjacent to city boundary, completely ignored the road as required or looked at it as 20% of eastern side of property ignoring the narrow access round which means 5% is adjacent to city boundary and didn't think this meets the requirement of substantial part of a boundary. She thought that when if/when future annexation of property identified this would change. Reasonable compact finger areas in serpentine winding patterns add a block that is 100% contiguous on one side of four would create three additional boundary turns and would not be winding or turning. In this case the proposed parcel adds five additional boundary turns which would appear to be winding or turning.

Mike Mortell, City Attorney said he met with staff regarding these comments and attached a memo to the agenda package and expanded the issues that relates to serpentine as well as finger and said it does meet the legal criteria.

Susan O'Rourke said it meets the criteria and if the city's intent is to expand,

 6:08 PM **Motion: Action:** Approve, **Moved by** Susan O'Rourke, **Seconded by** John Leighton.
Motion passed unanimously with Larry Massing and Bill Mathers abstaining.

3. An Ordinance of the City Commission of the City of Stuart, Florida amending the City's Comprehensive Plan; specifically amending the Future Land Use Element Table of land use densities and intensities in order to increase the maximum density calculations for low density residential, multi-family residential, office/residential and East Stuart District to provide for consistency with the City's existing minimum lot size requirements; approving transmittal of the Comprehensive Plan to the Department of Economic Opportunities (DEO) and other relevant agencies and local governments; providing for conflicts; providing for severability; providing for effective date, and for other purposes

PRESENTATION: Stephen Mayer, Senior Planner made a presentation for Items 3 and 4 together.

PUBLIC COMMENT:

Karen Sayer read her comments which are included with these minutes. After board comment she asked them to table the item until they received more data.

BOARD COMMENT:

Larry Massing reaffirmed that this shores up the numbers.

Terry O'Neil agreed.

Chair Mathers read comments from Mark Mathes and Li Roberts which are included with these minutes.

Susan O'Rourke said she shared some of Mrs. Sayer's concerns and said she thought the data and analysis should come before the decision. She said she worked with Mainstreet and even quirky neighborhoods lend

character to the community and thought they had gone to the high side and maybe they should stick to the same number and instead adjust the land use and LDR.

Terry O'Neil said this is how the lot sizes have been applied since 1967 and it's a really good way to illustrate what is the effect of our development patterns and if you look at what has been developed and if you feel comfortable with that, that what we have is of a scale and quaintness and mix of uses he would propose that continuing to do the same thing unchanged, they aren't risking this running away from us in any way because it's the way they've been doing business since 1967. He said if the board wants them to look at this for additional safeguards; his view is that lot size variances are not all that common and they certainly don't come if there is neighborhood opposition.

John Leighton said he thought the neighborhoods have grown appropriately from 1967 to today and land/home values have gone up exponentially so the market has clearly identified they like what's happened. He said if all they are doing is addressing a de minimis issue on a piece of paper and it's acceptable to everyone, he doesn't understand what the problem is.

Chair Mathers asked that staff look at both the maximum building coverage, impacts and said you can impact the current infrastructure because you are inducing a higher density.



**6:55 PM Motion: Action: Approve, Moved by John Leighton, Seconded by Larry Massing.
Motion passed 5/1 with Susan O'Rourke dissenting**

4. An Ordinance of the City of Stuart, Florida amending Chapter 2, Section 2.03.05, Table 3 "Maximum Dwelling Units Per Acre" of the City's Land Development Code, providing for consistency with the City's existing and long-standing minimum lot size requirements by increasing the maximum densities for the R-1A, R-1, R-2, R-3, RPUD, B-1, CPUD and Urban Districts to be consistent with the City's Comprehensive Plan; amending Chapter 2, Section 2.07.00, "Designation of Planned Unit Development (PUD); amending Chapter 12, "Definitions", to clarify the definition of net density and density bonus, declaring said amendments to be consistent with the City's Comprehensive Plan; providing for a severability clause, a conflict clause and codification; providing for an effective date, and for other purposes.

PRESENTATION: Stephen Mayer, Senior Planner

PUBLIC COMMENT: None

BOARD COMMENT: None



**7:02 PM Motion: Action: Approve, Moved by Larry Massing, Seconded by Ryan Strom.
Motion passed 5/1 with Susan O'Rourke dissenting**

STAFF UPDATE: None

ADJOURNMENT  **7:02 PM Motion: Action: Adjourn, Moved by John Leighton, Seconded by Ryan Strom. Motion passed unanimously.**

Bill Mathers, Chair

Michelle Vicat, Board Secretary

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/27/2017

Prepared by: T. O'Neil

Title of Item:

ORDINANCE No.. 2338-2016 AN ORDINANCE OF THE CITY OF STUART, FLORIDA AMENDING CHAPTER 2 "SUPPLEMENTAL USE STANDARDS" OF THE CITY'S LAND DEVELOPMENT CODE THEREBY ESTABLISHING A TWELVE (12) MONTH MORATORIUM ON MEDICAL MARIJUANA TREATMENT CENTERS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (RC)

Summary Explanation/Background Information on Agenda Request:

Anticipating that medical marijuana was likely to gain voter approval last November, the month prior staff prepared a draft ordinance establishing a (12) twelve month moratorium on medical marijuana treatment centers, thereby giving the City time to secure and understand the state's regulatory regime which has yet to be approved.

A newspaper ad, notifying the public of the LPA's consideration of the matter on January 19, 2017, was published on November 7, 2016. This ad also triggered "zoning in progress" which means that no plans, permit(s), licenses or other development orders of any kind shall be issued for medical marijuana facilities during a "freeze period" while the moratorium is under consideration. In this instance, the freeze period ends on February 7, 2017, however, the City Commission may extend the period for up to an additional three months. The Commission will be asked to approve a three month extension at its special meeting of January 30, 2017.

As for drafting local medical marijuana regulations, as soon as the state's regulatory regime is made known, staff intends to move quickly and bring something forward to the LPA and City Commission as much in advance of the moratorium's 11/8/17 expiration date as possible.

Funding Source:

N/A

Recommended Action:

Approve Ordinance No. 2338-2016 on second reading.

Note: The LPA unanimously approved this item at its meeting of January 19, 2017. City Commission approval on first reading occurred on February 13, 2017.

ATTACHMENTS:

Description	Upload Date	Type
❑ Ordinance No. 2338-2016 Medical Marijuana Treatment Center Moratorium	1/26/2017	Ordinance add to Y drive
❑ November 7, 2016 Newspaper Ad	1/11/2017	Backup Material
❑ Section 1.04.04 Zoning in Progress	1/11/2017	Backup Material

▣	Draft Resolution No. 20-2017 Extending Three Month Freeze Period	1/26/2017	Backup Material
▣	Chief Dyess Memo	1/26/2017	Cover Memo



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

Ordinance Number 2338-2016

**AN ORDINANCE OF THE CITY OF STUART, FLORIDA AMENDING
CHAPTER 2 "SUPPLEMENTAL USE STANDARDS" OF THE CITY'S
LAND DEVELOPMENT CODE THEREBY ESTABLISHING A TWELVE
(12) MONTH MORATORIUM ON MEDICAL MARIJUANA
TREATMENT CENTERS; PROVIDING FOR AN EFFECTIVE DATE; AND
FOR OTHER PURPOSES.**

*** * * * ***

WHEREAS, in light of the unforeseen result of an upcoming Constitutional Amendment petition (known as Amendment #2) on the 2016 ballot; and

WHEREAS, the Stuart City Commission has adopted the Stuart Comprehensive Plan, including goals, objectives, and policies related to zoning and land development; and

WHEREAS, Chapter 163, Part II, Florida Statutes, requires the implementation of these goals, objectives and policies through the adoption of a consistent Land Development Code; and,

WHEREAS, it is important to provide city staff with time to undertake a study of appropriate distance separation requirements, appropriate locations and other regulations of medical marijuana treatment centers; and

WHEREAS, a moratorium on applications for, or approval of, any permits or development orders for medical marijuana treatment centers and facilities with similar functions will maintain the status quo during the course of the study and planning process; and

WHEREAS, by amending Chapter 1, "Supplemental Use Standards" of the City's Land Development Code the Stuart City Commission intends to limit the duration of a moratorium on medical marijuana treatment centers to no more than twelve (12) months; and

WHEREAS, consideration of this ordinance has been duly advertised and has occurred during properly held public hearings before the Stuart Local Planning Agency and City Commission; and

WHEREAS, the Stuart City Commission finds it is in the best interest of the citizens of Stuart to adopt a moratorium on applications for, or approval of, any permits for medical marijuana treatment centers and facilities with similar functions.

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

SECTION 1: Chapter 2, "Supplemental Use Standards" of the City of Stuart Land Development Code, is amended as follows:

Section 2.06.23 Twelve month moratorium on uses allowed in each zoning district specifically regarding medical marijuana treatment centers, their consideration of use, desirable locations, and other development regulations. Notwithstanding provisions elsewhere in this code, effective November 7, 2016 there shall be a twelve (12) month moratorium on the placement of medical marijuana treatment centers and facilities with similar functions within the City during which no permit(s), licenses or other development orders of any kind shall be issued for medical marijuana treatment centers and facilities with similar functions.

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 5: The provisions of this ordinance shall be codified.

SECTION 6: This ordinance shall take effect upon adoption.

PASSED on First Reading this 13th day of February, 2017.

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

EULA CLARKE, MAYOR

TOM CAMPENNI, VICE MAYOR

JEFFERY A. KRAUSKOPF, COMMISSIONER

KELLI GLASS-LEIGHTON, COMMISSIONER

TROY A. MCDONALD, COMMISSIONER

YES	NO	ABSENT

ADOPTED on Second Reading this 27th day of February, 2017.

ATTEST:

CHERYL WHITE

CITY CLERK

APPROVED AS TO FORM

AND CORRECTNESS:

MICHAEL MORTELL

CITY ATTORNEY

EULA CLARKE, MAYOR

ELECTION 2016

Clinton makes plenty of promises on campaign trail

CATHERINE LUCEY
ASSOCIATED PRESS

DES MOINES, Iowa - If Hillary Clinton makes it to the White House, a whole lot of eyes will be on her list of do's and don'ts.

Throughout the presidential campaign against Donald Trump, Clinton has made some very specific pledges about what she would and wouldn't do. Those could come back at Clinton if she's elected. Republicans and liberal Democrats would keep watch to see whether she keeps her word.

"I think Republicans are going to be dogging her any time she flirts with something that sounds like a campaign pledge that's been broken," said Republican strategist Katie Packer, who isn't backing Trump.

Charles Chamberlain, executive director of Democracy for America, said liberals would look at how Clinton tackles issues, and "the key is seeing if she actually fights, rather than insisting that she has to achieve that goal."

Complicating Clinton's path is the reality that the best-laid plans can change. President George H.W. Bush, for example, pledged "no new taxes" but eventually agreed to a budget compromise with Democrats that did include some tax increases. He lost his re-election bid to Democrat Bill Clinton.

A look at some pledges Hillary Clinton made in the final presidential debate and what they could mean for her as president:

Taxes

"I will not raise taxes on anyone making \$250,000 or less. I also will not add a penny to the debt."

Clinton has focused her campaign on working- and middle-class families and promised to tax the wealthy to pay for more social programs, but she repeatedly said those making \$250,000 or less will be exempt. That's the cutoff her campaign has identified to protect the middle class. Clinton says that by taxing the wealthy, she won't create any new debt, though she has not said she would cut the current debt.

This tax pledge means any new fees or costs for lower-earning families will be scrutinized. When it comes to the national debt, Packer said that "there's a lot of different ways you can do the math that make that a very hard promise to keep."

Trans-Pacific Partnership

"I'm against it now. I'll be against it after the election. I'll be against it when I'm president."

This is a big one for Clinton. She came out against the trade deal last year amid mounting pressure from liberals. She previously praised the deal as secretary of state, calling it the "gold standard" of trade agreements. In the past, she has supported some trade deals and opposed others. So progressives will watch Clinton if she wins, not just after Jan. 20 but during the transition, to see if she mounts opposition to a vote in the lame-duck Congress.

"It's going to be critically important that she steps up, she stands up and says it's not going to be passed in the lame duck," said Chamberlain, adding that if Clinton does not take such a stand, "in many people's eyes that would be breaking a promise."

Military

"I will not support putting American soldiers into Iraq as an occupying force."

Clinton has made it clear that she does not want more American soldiers to serve on the ground in the Middle East. There are several thousand U.S. troops in Iraq now serving as trainers and advisers to the Iraqi military. She has made similar statements about Syria, where dozens of U.S. special operators are helping. Still, Chamberlain said that on this pledge, liberals see "a lot of wiggle room there. The progressive movement wants to see less military action, period."

Republican strategist Rick Tyler, who advised Texas Sen. Ted Cruz's presidential bid, said this type of promise could be hard, depending on world events.

College costs

"I want to make college debt-free, and for families making less than \$125,000, you will not get a tuition bill from a public college or university if the plan that I worked on with Bernie Sanders is enacted."

Clinton enhanced her college affordability plan with the Vermont senator, her rival in the presidential primaries, in an effort to win over his supporters.

Packer said this might be an area that both sides want to work on: "That strikes me as a thing that transcends ideology."

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NOTICE OF PUBLIC MEETING

CITY OF STUART LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD

NOTICE: The CITY OF STUART LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD will meet on Thursday, January 19, 2017 at 5:30 PM in the City Commission Chambers at City Hall, 121 SW Flagler Avenue, Stuart, Florida.

The following items are scheduled on the agenda for review and recommendation to the Stuart City Commission:

1. ORDINANCE #2338-2016: AN ORDINANCE OF THE CITY OF STUART, FLORIDA AMENDING CHAPTER 2 "SUPPLEMENTAL USE STANDARDS" OF THE CITY'S LAND DEVELOPMENT CODE THEREBY ESTABLISHING A TWELVE (12) MONTH MORATORIUM ON MEDICAL MARIJUANA TREATMENT CENTERS, DECLARING SAID MORATORIUM TO BE "ZONING IN PROGRESS" IN ACCORDANCE WITH CHAPTER 1 OF THE CITY'S LAND DEVELOPMENT CODE, PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

The public is encouraged to attend and participate in the public meeting. Any questions regarding the meeting may be addressed by calling the City Development Department at (772) 288-5375 from 8:30 a.m. to 5:00 p.m. Monday through Friday.

In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation for this meeting should contact the City's ADA coordinator at (772) 288-5375 or TDD at (772) 288-5302 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

Terry O'Neil
Development Department

78-104071

**To Our Veterans,
Thank you for serving our country
and protecting our freedom.
With respect, honor and gratitude,
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Office**



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and we are here
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Laurel Kelly
Laurel Kelly, CFA
Martin County
Property Appraiser

Property Tax Benefits for Active Duty Military and Veterans

Property Tax Exemptions and Discounts:

- Disabled Ex-Service Member
- Service-Connected Total and Permanent Disability or Confined to a Wheelchair
- Discount for Veterans 65 or Older with a Combat-Related Disability
- Deployed Military Exemption
- Surviving Spouse of Military Veteran Who Died in the Line of Duty

The eligibility requirements for the original \$25,000 homestead exemption must be met to be eligible for these Veterans & Active Duty Military exemptions, and other exemptions.

To find out about applying for these and other exemptions, please call us at (772) 288-5608, or visit our website at www.pa.martin.fl.us.

FILING DEADLINE FOR ALL EXEMPTIONS IS MARCH 1, 2017

Main Office:
111 SE Federal Hwy.,
Suite 330, Stuart
(772) 288-5608
Office Hours: 8am-6pm
Mon.-Fri.

Hobe Sound Office:
11723 SE Federal Hwy.
(Public Shopping Ctr.)
(772) 548-1309
Office Hours: 8am-6pm
Mon.-Fri.

Indiantown Office:
Governmental Complex,
16650 W. Highway Blvd.,
Open Part Time
Please contact our main
office for schedule.

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78-104071



- C. Development shall not exceed the established density requirements, except as otherwise provided within of this Code.
- D. Occupancy of all structures shall comply with provisions established herein.
- E. *Only one principal building.* Every building or structure hereafter erected in an R-1A, R-1, or R-2 zoning district shall be located on a lot or tract as defined in Chapter XII of this Code; and in no case shall there be more than one principal building on one lot, plus its accessory structures.
- F. *Street frontage.* No building shall hereafter be erected on a lot which does not abut or have immediate frontage on a publicly dedicated, publicly approved, or publicly maintained street.
- G. *On-site and off-site improvements.* With the exception of infill single-family and duplex development, all other development shall be reviewed for adverse traffic impact by the city development department. If it is determined upon review that there exists reasonable grounds to believe that specific improvements are needed to accommodate the perceived adverse traffic impact of the development, such specified improvements shall be included as condition of approval and completed prior to certificate of occupancy. Such improvements are defined as, but not limited to; roads, alleyways, sidewalks or curbing, drainage structures, acceleration and deceleration lanes, traffic control devices including signalization, directional signs, regulatory or any other device or construction for the benefit of the public.

Sec. 1.04.03. Exceptions.

A. *Previously issued development permits.* The provisions of this Code and any amendments thereto shall not affect the validity of any lawfully issued and effective development permit if a permit was issued for the development activity prior to October 18, 2010, provided further that the development activity continues without interruption until the development is complete, or permit extension(s) are obtained. If the development permit expires, any further development on that site shall occur only in conformance with the requirements of this Code.

Sec. 1.04.04. Zoning in progress.

- (1) *Purpose.* The purpose of zoning in progress is to allow the city to make a text amendment or district map change to the Stuart Land Development Code, and apply that change to development applications submitted following the declaration of zoning in progress. Additionally, zoning in progress allows a temporary hold on permits, licenses and other development orders already in progress, if there is a pending change in the Land Development Code that would affect the permit, license or other development order.
- (2) *No permits issued; and period of time.* During the period of time that the land planning agency or the city commission is considering either a text amendment or a change of zoning district to the Stuart Land Development Code, no plans, permit(s), license(s), or other development order(s) of any kind shall be issued if issuance would result in the nonconforming or unlawful use of the subject property in the event that the text amendment or zoning district change be enacted by the city commission (freeze period). The maximum freeze period allowed for zoning in progress shall be three months, except that the city



commission may extend the period for up to an additional three months for good cause, and upon making a finding that it is in the public interest to do so.

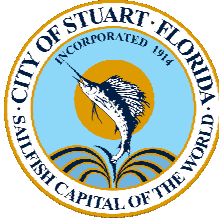
- (3) *Notice of declaration.* The declaration of zoning in progress, and the freeze period on development orders, permits and licenses shall begin on the earlier of:
- (a) Publication of a notice of a public hearing before the city commission to consider a resolution declaring zoning in progress; or
 - (b) Publication of a notice of a public hearing before the local planning agency on a text amendment or zoning district change, which notice also includes a notice of zoning in progress.
- (4) *Applicability.*
- (a) Upon adoption of a text amendment or district map change, all pending applications, permits, licenses, and other development orders shall conform to the new provisions.
 - (b) Notwithstanding anything contained in this section to the contrary, no application for a text amendment to the Code, or map rezoning, plan approval, permit, or other development order shall be held up by this procedure for more than a total of six months, including all time periods described herein. Any such approval shall be deemed granted, if so affected, except as provided in subsection (c) below.
 - (c) Where an affected property owner requests a postponement or other delay of an application, such period of delay shall toll the running of the freeze period.
 - (d) If it is determined by the city development director that an application for a text amendment or map rezoning, plan, permit, license, or other development order would not violate the provisions of a pending zoning measure, such application, shall be exempt from this section.
- (Ord. No. 2056-05, § 1, 11-28-05)

1.05.00. INCORPORATION BY REFERENCE

Sec. 1.05.01. Maps.

The approximate boundaries of the zoning districts, special districts, overlay zones, Old Downtown District, and Formula Business district, of the City of Stuart are shown on the map entitled "Official Zoning Map, City of Stuart, Florida," dated and certified by the city clerk. Said map is hereby incorporated into and made a part of this Code by reference.

Regardless of the existence of copies of the zoning map which may from time to time be made or published, the official zoning map of the City of Stuart, Florida, in the office of the city clerk shall be the final authority for zoning districts in the city.



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

Resolution Number 20-2017

**A RESOLUTION OF THE CITY OF STUART, FLORIDA,
PURSUANT TO CHAPTER 1 OF THE CITY'S LAND
DEVELOPMENT CODE, EXTENDING "ZONING IN PROGRESS"
FOR AN ADDITIONAL (3) THREE MONTHS DURING THE CITY
COMMISSION'S CONSIDERATION OF PROPOSED ORDINANCE
NO. 2338-2016 ESTABLISHING A TWELVE (12) MONTH
MORATORIUM ON MEDICAL MARIJUANA TREATMENT
CENTERS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR
OTHER PURPOSES.**

*** * * * ***

WHEREAS, anticipating that a November 8, 2016 state-wide ballot initiative to allow medical marijuana treatment centers (MMTC's) would be successful, City staff prepared draft ordinance No. 2338-2016 creating a (12) twelve month moratorium on MMTC's, thereby allowing sufficient time to receive and understand the State's yet-to-be-promulgated rules for MMTC's, and

WHEREAS, in publishing a newspaper advertisement on November 7, 2016, advising of the moratorium's consideration by the City's Local Planning Agency on January 19, 2017, the City also invoked "zoning in progress" in accordance with Chapter 1, Section 1.04.04 of the City's Land Development Code, and

WHEREAS, Chapter 1, Section 1.04.04 (2) states that during the period of time that the land planning agency or the city commission is considering either a text amendment or a change of zoning district to the Stuart Land Development Code, no plans, permit(s), license(s), or other development order(s) of any kind shall be issued if issuance would result in the nonconforming or unlawful use of the subject property in the event that the text amendment or zoning district change be enacted by the city commission (freeze period). The maximum freeze period allowed for zoning in progress shall be three months, except that the city commission may extend the period for up to an additional three months for good cause, and upon making a finding that it is in the public interest to do so, and

WHEREASE, the initial freeze period invoked on November 7, 2016 expires on February 7, 2017, and

WHEREAS, the City Commission deems it to be in the public's best interest to extend the freeze period for an additional (3) three month's during its consideration of Ordinance No. 2338-2016.

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

SECTION 1: Pursuant to Land Development Code Section 1.04.04 (2), the freeze period for the City Commission's consideration of Ordinance No. 2338-2016 is hereby extended for an additional three months.

SECTION 2: All resolutions or parts of resolutions 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 resolution 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 resolution.

SECTION 4: This resolution shall take effect upon adoption.

Adopted this 30th day of January, 2017.

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

EULA CLARKE, MAYOR

TOM CAMPENNI, VICE MAYOR

JEFFERY A. KRAUSKOPF, COMMISSIONER

KELLI GLASS-LEIGHTON, COMMISSIONER

TROY A. MCDONALD, COMMISSIONER

YES	NO	ABSENT

ATTEST:

CHERYL WHITE

CITY CLERK

APPROVED AS TO FORM

AND CORRECTNESS:

MICHAEL MORTELL

CITY ATTORNEY

EULA CLARKE, MAYOR

Vicat, Michelle

From: O'Neil, Terry
Sent: Wednesday, January 18, 2017 9:06 AM
To: Vicat, Michelle
Cc: Dyess, David; Nicoletti, Paul; Mortell, Michael; Commissioners; Dyal, David; Mayer, Stephen; Reetz, Thomas; Gandhi-Savdas, Pinal
Subject: FW: LPA on medical marijuana
Attachments: Ordinance No. 2338-2016 Medical Marijuana Facility Twelve Month Moratorium.docx

Michelle,

Please forward this e-mail to the LPA members and make sure it becomes part of the record during their consideration of the attached "medical marijuana facility" moratorium ordinance, which takes place tomorrow evening. Thank you.

And thank you Chief for the briefing.

Terry

-----Original Message-----

From: Dyess, David
Sent: Tuesday, January 17, 2017 7:41 PM
To: O'Neil, Terry
Subject: LPA on medical marijuana

At the Florida Police Chief's meeting (Week of Jan 9th) I attended the regions meeting as the president of our regions association. During the meeting it was recommended that cities get a moratorium in place.

The constitutional amendment requires the DOH (dept of health) to have rules in place within 6 months. Without a law passed by the legislation DOH does not have the authority to implement these rules. It is not expected that a law will be in place within the 6 months. To compound that the DOH is having their office of compassionate use (a previously formed division to set rules for the original low THC non-smokable law that passed last year) work on this and there are only two people in that area.

Many doctors have already taken the class to be able to prescribe marijuana and there is a belief that without the proper rules in place people will make their own rules and start writing scripts, selling and possessing then fall back on the constitutional right to do so.

Sent from my iPhone

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date:2/27/2017

Prepared by:Stephen Mayer

Title of Item:

ORDINANCE No. 2344-2017: A ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 40-FOOT RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF STUART FARMS, AS RECORDED IN PLAT BOOK 1, PAGE 63, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS RUNNING NORTH TO SOUTH THROUGH THE PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.(RC)

Summary Explanation/Background Information on Agenda Request:

On January 9th, 2017, the City Commission voted to approve the Clarity Pointe PUD, which contained the condition that the applicant shall undertake all necessary means to abandon a 40 foot right-of-way bisecting the property in a north to south direction. During City Commission discussion, the intent to abandon the property was established and the Commission authorized the Mayor to execute all documentation necessary to accomplish this task. The Applicant has requested that the City transfer any interests in the said right-of-way and has provided an appraisal (attached) of the property. The appraisal value (\$40,000) shall be remitted to the City prior to second hearing of the right-of-way abandonment, scheduled for February 27th. The value of the appraisal will be paid in exchange for a privilege fee.

Funding Source:

N/A

Recommended Action:

Staff recommends approval of Ordinance 2344-2017 on Second Reading.

Note: Wishing to have the property's closing date closely coincide with final abandonment of the subject right-of-way, the applicant is requesting that second reading of Ordinance No. 2344-2017 be continued to a date certain which will be proposed by the applicant at tonight's meeting. The applicant has been made aware that the abandonment fee must be paid prior to final approval.

ATTACHMENTS:

Description	Upload Date	Type
❑ Ordinance No. 2344-2017	2/8/2017	Ordinance add to Y drive
❑ Appraisal of Right-of-Way	2/8/2017	Exhibit
❑ Exhibit A - Legal Description	2/6/2017	Exhibit
❑ Exhibit B - Survey	2/6/2017	Exhibit



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

ORDINANCE NUMBER 2344-2017

A ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 40-FOOT RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF STUART FARMS, AS RECORDED IN PLAT BOOK 1, PAGE 63, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS RUNNING NORTH TO SOUTH THROUGH THE PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*** * * * ***

WHEREAS, Clarity Pointe Development Partners, LLC has filed a petition for abandonment relating to the public right-of-way described below that conforms to the requirements of Section 36 of the Code of Ordinances of the City of Stuart, Florida; and

WHEREAS, at the public hearing to consider the requested abandonment the City Commission has determined that it is the best public interest that the said right-of-way be abandoned as said right-of-way is needed for continuity of several existing parcels.

Ordinance No. 2344-2017 – Clarity Pointe PUD R.O.W. Abandonment

NOW THEREFORE, THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ordains, as follows:

SECTION 1: That any interest vested with the City of Stuart in that certain 40-foot right-of-way, as set forth on the Plat of STUART FARMS, as recorded in Plat Book 1, Page 63, Palm Beach (Now Martin) County, Florida Public Records running North to South through the Property described in **Exhibit “A”** attached hereto and depicted in **Exhibit “B”** attached hereto is hereby abandoned.

SECTION 2: A location map depicting the subject area is hereby attached as **Exhibit “C.”**

SECTION 3: Conflicts. All ordinances or parts of ordinances in conflict herewith shall be repealed.

SECTION 4: Severability: If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

SECTION 5: Effective Date: This Ordinance shall become effective immediately upon adoption.

Passed on first reading this _____ day of February 13, 2017.

Commissioner _____ offered the foregoing ordinance and moved approval on the second reading. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

Ordinance No. 2344-2017 – Clarity Pointe PUD R.O.W. Abandonment

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

YES	NO	ABSENT

Adopted on second reading this 27th day of February, 2017.

ATTEST:

CHERYL WHITE
CITY CLERK

THOMAS F. CAMPENNI
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

ACCEPTANCE AND AGREEMENT

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

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

Ordinance No. 2344-2017 – Clarity Pointe PUD R.O.W. Abandonment

WITNESSES:

CP-Stuart Development, LLC

Print Name: _____

By: _____
Richard Olson, Managing Partner

Print Name: _____

WITNESSES:

Treasure Coast Properties, LLC

Print Name: _____

By: _____

Print Name: _____

Ordinance No. 2344-2017 – Clarity Pointe PUD R.O.W. Abandonment

PETITIONER’S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this ____ day
of _____, 2017, by Richard Olson, Managing Partner.

Notary Public, State of Florida
My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

OWNER’S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this ____ day
of _____, 2016, by _____.

Notary Public, State of Florida
My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

CITY'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this ____ day of _____, 2017, by Eula R. Clarke, Mayor, and Cheryl White, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Ordinance No. 2344-2017 – Clarity Pointe PUD R.O.W. Abandonment

EXHIBIT “A”

The Property

Ordinance No. 2344-2017 – Clarity Pointe PUD R.O.W. Abandonment

EXHIBIT “B”

Depiction of the Property

Ordinance No. 2344-2017 – Clarity Pointe PUD R.O.W. Abandonment

EXHIBIT “C”

Location Map Depicting Subject Area

AN APPRAISAL OF
**THE ROAD DEDICATION ABANDONMENT
LOCATED ON THE CLARITY POINTE PROPERTY
IN STUART, FLORIDA**

FILE #16-75152

PREPARED FOR
MR. RICHARD OLSEN
CP-STUART DEVELOPMENT, LLC

AS OF
SEPTEMBER 13, 2016

BY
STEPHEN G. NEILL, MAI
CALLAWAY & PRICE, INC.



Callaway & Price, Inc.

Real Estate Appraisers And Consultants
www.callawayandprice.com
Licensed Real Estate Brokers

Please respond to Treasure Coast Office
E-Mail: s.neill@callawayandprice.com

SOUTH FLORIDA

1410 Park Lane South
Suite 1
Jupiter, FL 33458
Phone (561) 686-0333
Fax (561) 686-3705

Michael R. Slade, MAI, SRA, CRE
Cert Gen RZ116
mrs@cpwpb.com

Stephen D. Shaw, MAI
Cert Gen RZ1192
sds@cpwpb.com

Robert A. Callaway, MRICS
Cert Gen RZ2461
rac@cpwpb.com

TREASURE COAST

1803 South 25th Street
Suite 1
Fort Pierce, FL 34947
Phone (772) 464-8607
Fax (772) 461-0809

Stuart
Phone (772) 287-3330
Fax (772) 461-0809

Stephen G. Neill, Jr., MAI
Cert Gen RZ2480
s.neill@callawayandprice.com

SPACE COAST

1120 Palmetto Avenue
Suite 1
Melbourne, FL 32901
Phone (321) 726-0970
Fax (321) 726-0384

Curtis L. Phillips, MAI
Cert Gen RZ2085
clp@cpmel.com

CENTRAL FLORIDA

2816 E. Robinson Street
Orlando, FL 32803
Phone (321) 726-0970
Fax (321) 726-0384

Curtis L. Phillips, MAI
Cert Gen RZ2085
clp@cpmel.com

October 19, 2016

Mr. Richard Olsen
4300 Legendary Drive, Suite 234
Destin, FL 32541

Dear Mr. Olsen:

We have made an investigation and analysis of the road dedication abandonment parcel located on the Clarity Pointe Property, which is specifically located on the south side of Indian Street, west of Kanner Highway, Stuart, Florida. The Subject Property will be further described both narratively and legally within the following Appraisal Report. The purpose of this investigation and analysis was to provide our opinion of the current Market Value of the Fee Simple Interest of the Subject Property as of September 13, 2016.

The Subject Property is considered to be the 40-foot road right of way that runs through the Clarity Pointe Parcel. Given the property type associated with the Subject Property, we have incorporated the across the fence methodology for valuing the Subject Property.

This report has been prepared for our client, Mr. Richard Olsen. The intended use was to assist the client in evaluation for abandonment and possible purchase. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other uses.

The scope of work performed included a complete analysis of the Subject Property with no omitted approaches to value. A detailed scope of work description can be found in the body of this report.

Mr. Richard Olsen
October 19, 2016
Page 2

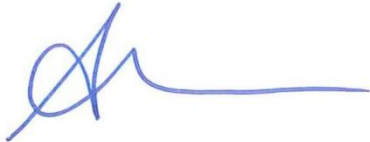
Based upon the scope of the assignment, our investigation and analysis of the information contained within this report, as well as our general knowledge of real estate valuation procedures and market conditions, it is our opinion that the Market Value of the Fee Simple of the Subject Property as of September 13, 2016 was:

\$40,000

A description of the property appraised, together with an explanation of the valuation procedures utilized, is contained in the body of the attached report. For your convenience, an Executive Summary follows this letter. Your attention is directed to the Limiting Conditions and underlying assumptions upon which the value conclusions are contingent.

Respectfully submitted,

CALLAWAY & PRICE, INC.

A handwritten signature in blue ink, appearing to read 'S. Neill', with a long horizontal flourish extending to the right.

Stephen G. Neill, MAI
Cert Gen RZ2480

SGN/clw:16-75152
Attachments



Executive Summary

PROPERTY TYPE	: Road Dedication Abandonment/Vacant Commercial Land
LOCATION	: The Subject Property is located on the south side of Indian Street, just west of Kanner Highway.
DATE OF VALUATION	: September 13, 2016
PROPERTY DESCRIPTION:	
LAND	: The total parcel associated with the Clarity Pointe Property contains a total of 11.27 acres. The road abandonment contains approximately 24,539 square feet (40 feet by 613) or 0.563 acres.
BUILDING	: None
ZONING	: RPUD, Residential PUD by City of Stuart
LAND USE PLAN	: OP, Office Park
HIGHEST AND BEST USE	
AS IF VACANT	: Commercial Development
THE MARKET VALUE OF THE FEE SIMPLE ESTATE OF THE SUBJECT PROPERTY ROAD DEDICATION ABANDONMENT AS OF SEPTEMBER 13, 2016	: \$40,000



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Qualifications:	
Stephen G. Neill, MAI	



CERTIFICATION

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

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.
4. We have not performed services, as an appraiser or in any other capacity, regarding the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. The analyses, opinions, and conclusion were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and The Interagency Appraisal and Evaluation Guidelines, December 10, 2010.
9. Stephen G. Neill, MAI has made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the person(s) signing this certification.
11. The use of this report is subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.
12. The reported analyses, opinions and conclusion were developed, and this report was prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.



Certification

13. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
14. As of the date of this report, Stephen G. Neill, MAI has completed the continuing education program of the Appraisal Institute.

A handwritten signature in blue ink, appearing to read 'S. Neill', followed by a long horizontal flourish.

Stephen G. Neill, MAI
Cert Gen RZ2480

SGN/clw:16-75152



LIMITING CONDITIONS

1. Unless otherwise stated, the value appearing in this appraisal represents the opinion of the Market Value or the Value Defined AS OF THE DATE SPECIFIED. Market Value of real estate is affected by national and local economic conditions and consequently will vary with future changes in such conditions.
2. The value estimated in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless specifically defined.
3. This appraisal report covers only the property described and any values or rates utilized are not to be construed as applicable to any other property, however similar the properties might be.
4. It is assumed that the title to the premises is good; that the legal description is correct; that the improvements are entirely and correctly located on the property described and that there are no encroachments on this property, but no investigation or survey has been made.
5. This appraisal expresses our opinion, and employment to make this appraisal was in no way contingent upon the reporting of predetermined value or conclusion.
6. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered. In the performance of our investigation and analysis leading to the conclusions reached herein, the statements of others were relied on. No liability is assumed for the correctness of these statements.
7. Neither all nor any part of the contents of this report (especially any conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or any of its designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without our prior written consent and approval.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. The appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these factors.



Limiting Conditions

9. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation stachybotrys chartarum (mold), asbestos, polychlorinated biphenyls, petroleum leakage, "Chinese drywall", or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, was not called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such proximity thereto that would cause a loss in value. We are unaware of very wet conditions that may have existed for days or weeks which are required to grow mold. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.
10. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.
11. Our opinion of value was based on the assumption of competent marketing and management regarding the Subject Property. If there is no competent marketing and management, then the value contained herein may not apply.



Subject Photos



VIEW OF SUBJECT PROPERTY ALONG INDIAN STREET



VIEW OF SUBJECT PROPERTY ALONG INDIAN STREET



Subject Photos



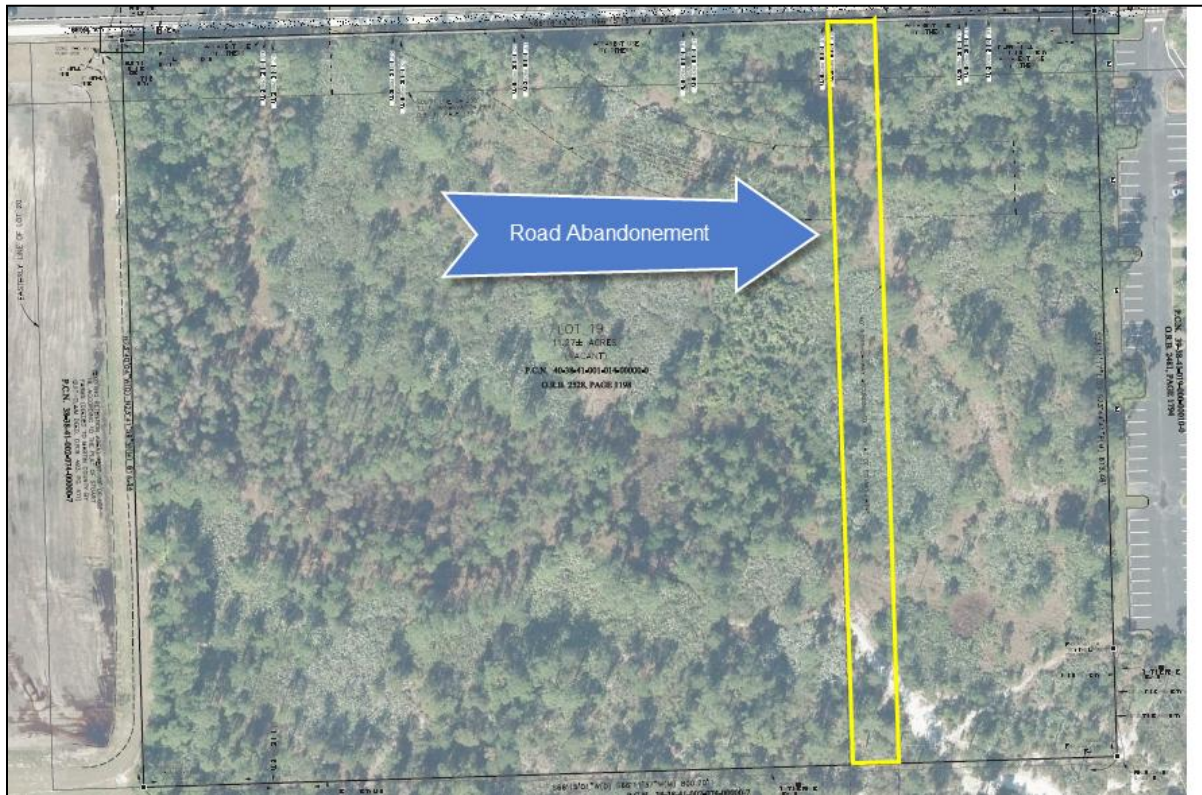
INTERIOR VIEW



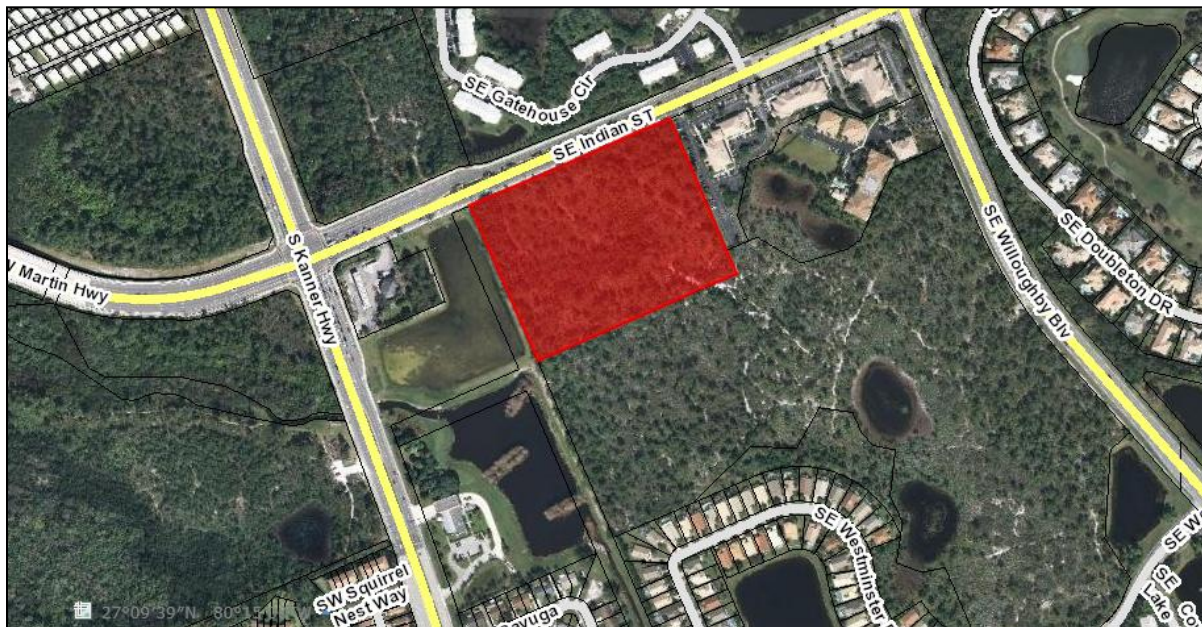
INTERIOR VIEW



Subject Photos



AERIAL PHOTO
(Right-of-Way Parcel in Yellow/Boundaries are Approximate)



AERIAL PHOTO



Definition of the Appraisal Problem

DEFINITION OF THE APPRAISAL PROBLEM

Purpose, Date of Value, and Interest Appraised

The purpose of this investigation and analysis was to provide our opinion of the Market Value of the Fee Simple Interest of the Subject Property as of September 13, 2016.

Intended Use and User of Appraisal

This report has been prepared for our client, Mr. Richard Olsen. The intended use was to assist the client in evaluation for abandonment and possible purchase. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other uses.

Legal Description

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOTS 14 AND 15, LYING SOUTH OF INDIAN STREET AND LOTS 18 AND 19 AND A PORTION OF THE FORMER 60 FEET WIDE ROAD RIGHT-OF-WAY THROUGH AFORESAID LOTS ACCORDING TO THE PLAT OF STUART FARMS, AS RECORDED IN PLAT BOOK 1, PAGE 83, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE CENTERLINE OF STATE ROAD 76 AND THE CENTERLINE OF INDIAN STREET; THENCE NORTH 66°18'43" EAST, ALONG SAID CENTERLINE OF INDIAN STREET, A DISTANCE OF 47.42 FEET; THENCE SOUTH 23°41'17" EAST, A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF INDIAN STREET; THENCE NORTH 66°18'43" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 602.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 66°18'43" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 799.73 FEET; THENCE SOUTH 23°41'17" EAST DEPARTING SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 613.46 FEET; THENCE SOUTH 66°15'01" WEST, A DISTANCE OF 799.95 FEET; THENCE NORTH 23°40'04" WEST, A DISTANCE OF 614.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.27 ACRES, MORE OR LESS.

Client Provided

Market Value

"As defined in the Agencies' appraisal regulations, the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated;
- b. Both parties are well informed or well advised, and acting in what they consider their own best interests;



Definition of the Appraisal Problem

- c. A reasonable time is allowed for exposure in the open market;
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Source: The Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010, Pgs. 61-62.

Hypothetical Conditions or Extraordinary Assumptions

No Hypothetical Conditions or Extraordinary Assumptions were made for the valuation of the Subject Property.

Marketing Time

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Marketing Time on page 140 as follows:

"An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal."

"Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time."

As in most markets, properties that are priced competitively and marketed professionally will sell before others which are not. Based on this, the Subject should have a marketing time of less than 12 months, provided adequate financing is available, the property is listed for sale at market value and is marketed by a competent brokerage firm.

Exposure Time

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Exposure Time on page 83 as follows:

1. "The time a property remains on the market."



Definition of the Appraisal Problem

2. "The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market."

There is a requirement under Standard Two to report exposure time according to the latest USPAP publication. "Exposure Time" is different for various types of property under different market conditions.

We have reviewed the exposure time on the sales contained in the Sales Comparison Approach in this appraisal. Based on that data and the current market, it is our opinion that the Subject Property would have had an exposure time of approximately 12 months or less.

Across the Fence Method

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Across the Fence Method on page 3 as follows:

"A land valuation method often used in the appraisal of corridors. The across the fence method is used to develop a value opinion based on comparison to abutting land."

Across the Fence Value

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Across the Fence Value on page 3 as follows:

"In the valuation of real estate corridors, the value concluded based on a comparison with adjacent lands before the consideration of any other adjustment factors."

**SCOPE OF WORK**

According to the 14th Edition of The Appraisal of Real Estate, page 38, "Scope of work encompasses all aspects of the valuation process, including which approaches to value will be used; how much data is to be gathered, from what sources, from which geographic area, and over what time period; the extent of the data verification process; and the extent of property inspection, if any."

The scope of work decision is appropriate when it allows the appraiser to arrive at credible assignment results and is consistent with the expectations of similar clients and the work that would be performed by the appraiser's peers in a similar situation."

The first step in the appraisal process involved defining the appraisal problem which included the purpose and date of value, determining the interest being appraised, intended use and user of the appraisal, and identifying the real estate (legal description). This step also determined if the appraisal were subject to any extraordinary assumptions or hypothetical conditions. In this case of the Subject Property, there were none.

The next step involved the inspection of the Subject Property on September 13, 2016 by Stephen G. Neill, MAI. The inspection allowed us to understand the physical components of the Subject Property. In addition to the inspection of the Subject Property, we also began the data collection process and, subsequently, an analysis of the factors that affect the market value of the Subject Property, including a market area analysis, neighborhood analysis, and property data analysis. We gathered and reviewed information from the Martin County Property Appraiser's Office and the City of Stuarts Planning Department. We also relied on information provided by the broker and surveyor.

The third step in the process was to determine the Highest and Best Use of the Subject Property as vacant and as improved. Through the Highest and Best Use analysis, we determined the issues that have an effect on the final opinion of value. To determine the Highest and Best Use, we relied on information obtained from the data collection process.

The fourth step was the application of the appropriate approaches to value. *No approaches were specifically omitted from this appraisal by the client.* However, for this assignment the Sales Comparison Approach was used to value raw land.

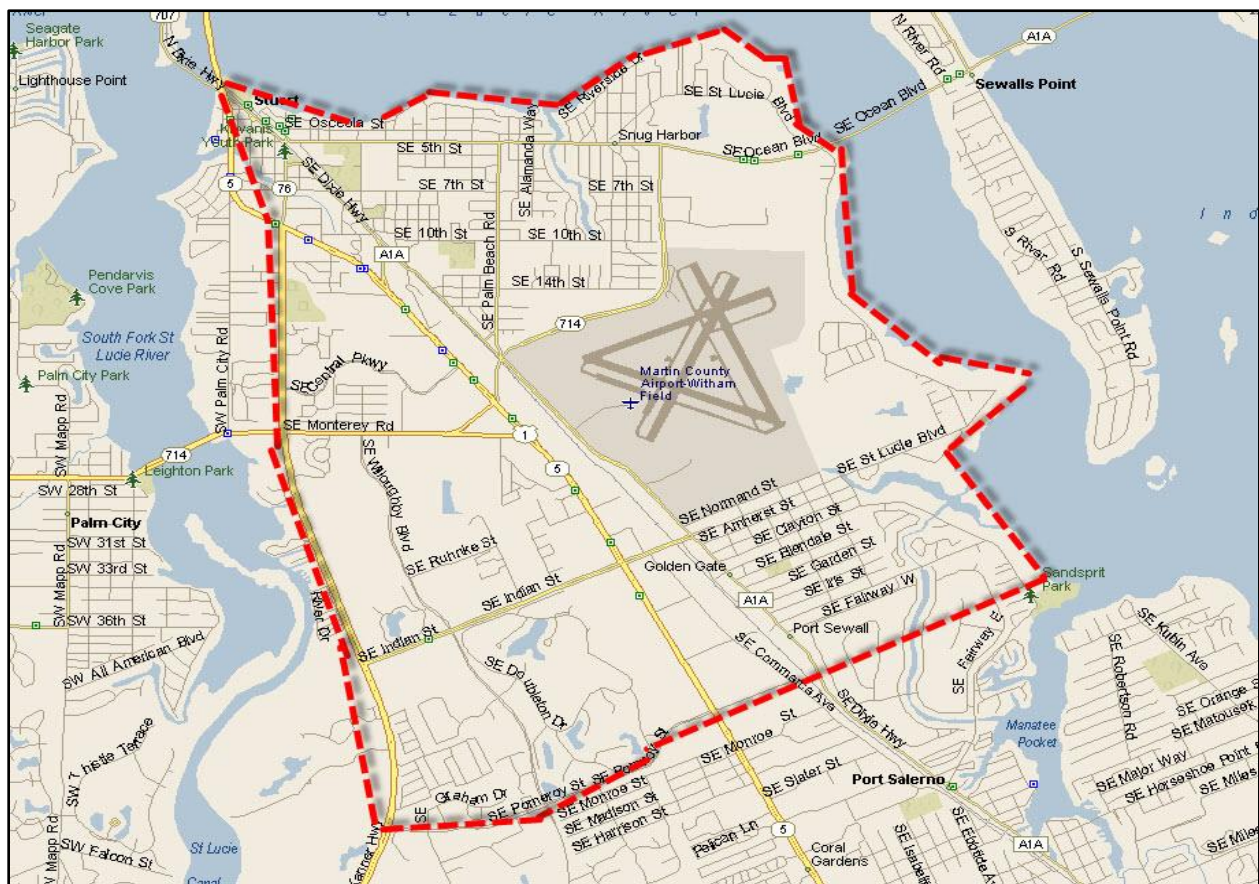
Since only one approach was used, no reconciliation of value was necessary.



NEIGHBORHOOD ANALYSIS

The relationship of the Subject Property with surrounding properties forms the basis of neighborhood analysis. The Appraisal of Real Estate, 14th Edition on page 165 states: "The boundaries of market areas, neighborhoods, and districts identify the areas that influence a subject property's value. These boundaries may coincide with observable changes in land use or demographic characteristics. Physical features such as structure types, street patterns, terrain, vegetation, and lot sizes help to identify land use districts. Transportation arteries (highways, major streets, and railroads), bodies of water (rivers, lakes, and streams), and changing elevation (hills, mountains, cliffs, and valleys) can also be significant boundaries."

Neighborhood Map



The neighborhood boundaries are defined to be as follows:

North:	SE Ocean Boulevard
South:	SE Pomeroy Street
East:	St. Lucie River
West:	S. Kanner Highway



Neighborhood Data

The neighborhood is considered to be the central portion of the City of Stuart and portions of unincorporated Martin County.

The predominant transportation routes for the neighborhood are as follows:

Major North-South: Federal Highway, Dixie Highway, Kanner Highway

Major East-West: Monterey Road, Indian Street, SE Ocean Boulevard

Uses along U.S. Highway 1 include office, fast food restaurants, neighborhood and community shopping centers, gas station/convenience stores, and several auto dealerships. In addition, a Wal-Mart Supercenter is located on the east side of U.S. Highway 1.

Commercial development within the City of Stuart is a significantly higher percentage than that of an average city of comparable size. This is due primarily to the fact that Stuart is the county seat and commercial hub for Martin County, servicing a market area much larger than the population of Stuart. Additionally, the main Martin Memorial Hospital campus is within the city limits.

Industrial development within the City of Stuart is typical of an average city of comparable size. Industrial properties are situated primarily along a corridor adjacent to the FEC Railroad and Dixie Highway with scattered industrial uses along SE Federal Highway.

Indian Street Bridge

This project was completed in November 2013. It involves a newer bridge crossing of the South Fork of the St. Lucie River in Martin County, to connect Palm City with the City of Stuart. The bridge begins at the SR 714 (Martin Downs Boulevard)/Florida's Turnpike intersection in Palm City and proceeds east to Willoughby Boulevard in Stuart. The corridor uses existing roadways as a footprint for the new alignment, by following CR 714 (Martin Highway) to the intersection with Mapp Road, then continuing along SW 36th Street to the River. On the east bank, the corridor picks up again at the Indian Street intersection with SR 76 (Kanner Highway) and proceeds east along Indian Street to Willoughby Boulevard. The ultimate crossing would serve as an alternate to SR 714 and the Palm City Bridge.

Conclusion

The City of Stuart will continue to be the hub of both governmental and commercial activity within Martin County. While growth within the city limits is hampered by a limited amount of current vacant land, there will continue to be revitalization and upgrading of existing properties. The continued growth in the unincorporated areas of Martin County will increase the demand for goods and services that are provided within the city limits of Stuart.

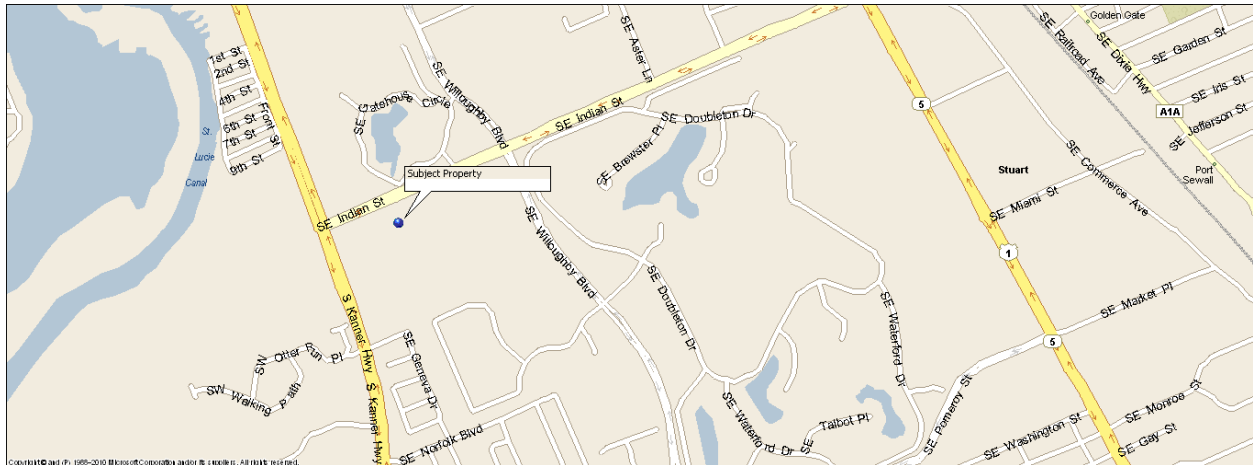


PROPERTY DATA

Location

The Subject Property is located along the south side of Indian Street, just west of Kanner Highway within the city limits of Stuart. A location map is located below for the reader's convenience.

Location Map



Zoning

The Subject Property has a zoning classification of R-PUD, Residential Planned Unit Development. According to the zoning department this PUD has expired and the zoning would fall to the current land use. According to the planner working on the project, they have submitted to update a portion of the site to R-PUD to allow for a memory care facility and C-PUD for a small retail outparcel.

Land Use

The Subject Property has a land-use classification of MF, Multi-Family Residential by the City of Stuart. This land-use classification allows for multi-family residential up to 15 units per acre with limited commercial.

Concurrency

In 1985, the Florida Legislature enacted the Local Government Comprehensive Planning and Land Development Regional Act (Chapter 163, Part II, Florida Statutes), commonly referred to as "The Growth Management Act".

In 2011, the state legislature rescinded this law, and now each county can address almost all of these factors as they wish. Sanitary sewer, solid waste, drainage, and

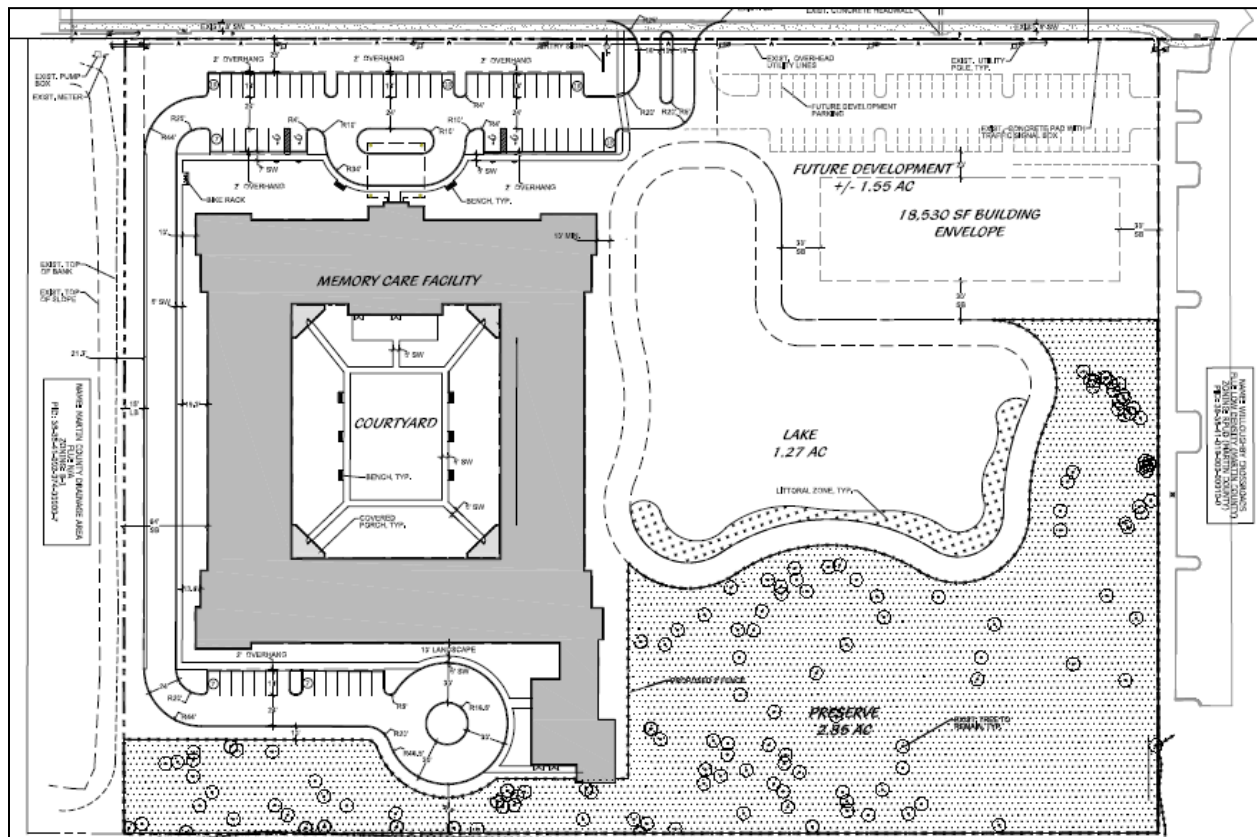


Property Data

potable water are the only public facilities and services subject to the concurrency requirement on a statewide basis. If concurrency is applied to other public facilities, the local government comprehensive plan must provide the principles, guidelines, standards, and strategies, including adopted levels of service, to guide its application. In order for a local government to rescind any optional concurrency provisions, a comprehensive plan amendment is required. An amendment rescinding optional concurrency issues is not subject to state review. To the best of our knowledge, we are not aware of any concurrency issues with the Subject Property.

Site Size, Shape and Access

The road abandonment is part of a larger 11.27-acre parcel that will be known as Clarity Pointe. The site is rectangular and has good access from Indian Street. Located below is a proposed site plan.





Property Data

Utilities

Currently the public water, sewer and electricity are available to the Subject Property.

Topography

The Subject Property appears to be at road grade and according to the national wetlands mapper there are no wetlands.





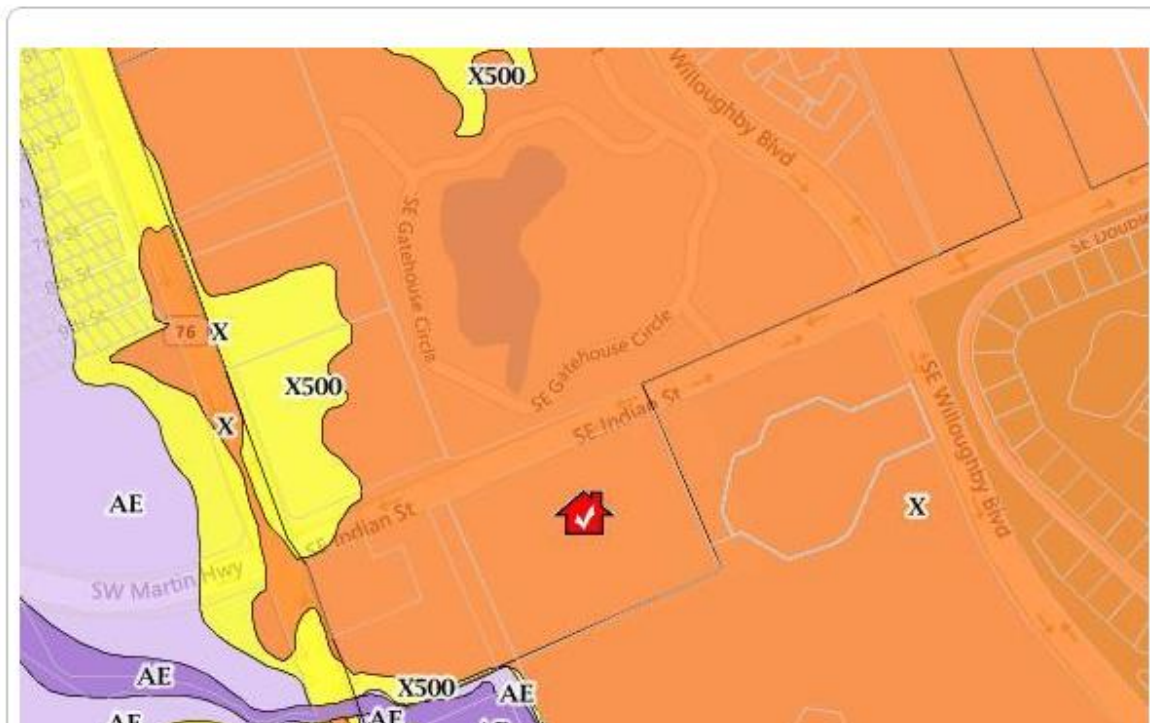
Property Data

Flood Hazard Zone

Flood Zone Code	Flood Zone Panel	Panel Date
X	120165 - 12085C0161G	03/16/2015
Special Flood Hazard Area (SFHA)	Within 250 ft. of multiple flood zones?	Community Name
Out	No	STUART

Flood Zone Description:

Zone X-An area that is determined to be outside the 100- and 500-year floodplains.





Property Data

Assessed Value and Taxes

The total 2016 assessment value and the 2015 taxes for the Subject Property were as follows:

2016 Taxes							
Subject Property Parcel Control Number	Land Assessment	Building Assessment	Total Assessed Value	Total Just Value	Advalorem Taxes	Non-Advalorem Taxes	Total Taxes
40-38-41-001-014-00000.0000	\$832,250	\$0	\$832,250	\$832,250	\$14,902	\$108	\$15,011
Totals	\$832,250	\$0	\$832,250	\$832,250	\$14,902	\$108	\$15,011

* It is noted that according to the contract price the assessed value may increase.

Property History

The Subject Property is currently under the ownership of Treasure Coast Properties Investment. The current owner purchased the Subject Property in May 2011 for \$1,100,000. This property was purchased from Capstone Resdev, LLC which was a holding company for PNC/National City Bank.

The property is currently under contract for \$2,550,000. This includes approximately \$400,000 in prepaid impact fees. The property is being purchased for development of a memory care facility. The property was listed for \$2,750,000 prior to going under contract.



HIGHEST AND BEST USE

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute defines Highest and Best Use on page 109 as follows:

1. "The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."
2. "The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)"
3. "The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)."

Conclusion

It is our opinion that the Highest and Best Use of the Subject Property is for future mixed-use development in conjunction with neighboring parcels. The reasons for this conclusion are as follows:

1. The surrounding properties are generally zoned R-PUD, with an Multi-Family Future Land-Use Classification. The Subject is proposing to update the existing zoning to R-PUD and C-PUD. Both of these classifications allow for commercial development as well as residential development up to 15 units per acre.
2. The size, shape, and location of the Subject is ideal for a mixed-use development. The location has been upgraded by the recent opening of the Indian Street Bridge.
3. From all indications commercial and residential developments are financially feasible. Overall there appears to be demand for multi-family, medical office, and other similar type developments.
4. Given the Subject's current surrounding uses, it is our opinion that the maximally productive use of the Subject Property would be for future commercial/residential or mixed use development.



LAND VALUE ANALYSIS

According to the 14th Edition of The Appraisal of Real Estate on page 44, the valuation of land begins by identifying the real estate and property rights valued, any encumbrances, use restrictions, and the land's physical characteristics. An appraiser can use several techniques to obtain an indication of land value:

- Sales Comparison
- Extraction
- Allocation
- Subdivision Development
- Land Residual
- Ground Rent Capitalization

Usually the most reliable way to estimate land value is by sales comparison. When few sales are available, however, or when the value indications produced through sales comparison need additional support, procedures like extraction or allocation may be applied. In the case of the Subject Property the only approach used was the sales comparison approach.

Discussion of Vacant Land Sales

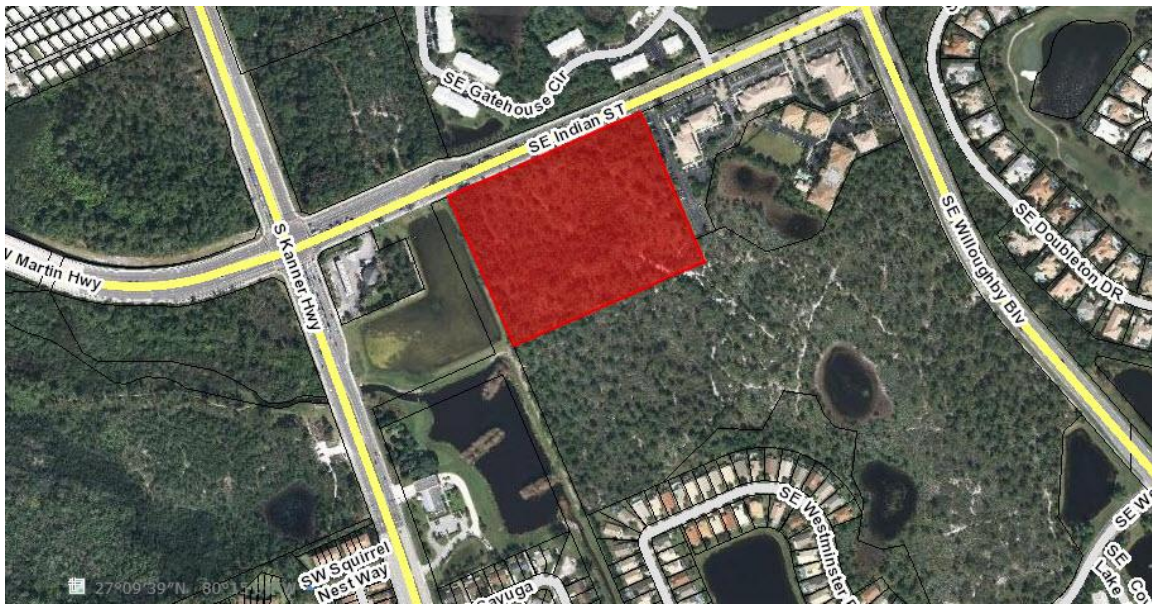
In order to estimate the value of the Subject site, a search was made for sales with development potential similar to the Subject and located along the waterfront. A search was made for commercial or mixed use land sales with similar location features and/or similar development potential.

We analyzed the Subject Property based on price per square foot basis, as this is the most recognized unit of comparison in this market. All of the comparables were considered with regard to property rights appraised, financing, conditions of sale, time or market conditions, location, size, quality, access and frontage, and zoning. The three comparable sales and current Subject Contract indicated a non-adjusted range from \$2.83 to \$5.42 per square foot.

Details of each sale along with a location map are located on the following pages. A sales chart and discussion follow.



Pending Land Sale 1



Property Identification

Record ID	3114
Property Type	Commercial, Office
Property Name	Clarity Pointe
Address	Stuart, Martin County, Florida
Location	South side of Indian Street, east of Kanner Highway
Tax ID	40-38-41-001-014-00000.000
Future Land Use	OP

Sale Data

Grantor	Treasure Coast Properties Investment
Grantee	Clarity Pointe Development Partners
Closing Date	October 01, 2016
Property Rights	Fee
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Contract Price	\$2,550,000
Cash Equivalent	\$2,550,000
Downward Adjustment	\$500,000
Adjusted Price	\$2,050,000

Land Data

Zoning	RPUD, RPUD
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Land Size Information

Gross Land Size	11.270 Acres or 490,921 SF
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**Indicators**

Sale Price/Gross Acre \$226,264 Actual or \$181,898 Adjusted

Sale Price/Gross SF \$5.19 Actual or \$4.18 Adjusted

Remarks

The property is being purchased for the development of a memory care facility. The property included approximately \$500,000 in prepaid impact fees.



Land Sale 2



Property Identification

Record ID	3113
Property Type	Commercial, Office
Property Name	Treasure Coast Behavioral Health
Address	5995 SE Community Drive, Stuart, Martin County, FL
Tax ID	55-38-41-000-067-00030.10000
Future Land Use	COR

Sale Data

Grantor	Treasure Coast Properties
Grantee	Treasure Coast Behavioral Health
Sale Date	January 08, 2016
Deed Book/Page	2829/154
Property Rights	Fee
Conditions of Sale	Arm's Length
Sale Price	\$2,100,000
Cash Equivalent	\$2,100,000
Adjusted Price	\$2,100,000

Land Data

Zoning	PUD, PUD
Topography	Most Uplands
Utilities	All Available

**Land Size Information**

Gross Land Size 9.400 Acres or 409,464 SF

Indicators

Sale Price/Gross Acre \$223,404 Actual or \$223,404 Adjusted

Sale Price/Gross SF \$5.13 Actual or \$5.13 Adjusted

Remarks

The property is located behind the Martin Memorial Hospital, south of Salerno Road. The property was purchased for development of a psychiatric hospital. The first phase will be a 52,000 square feet, 80-bed facility and the second phase will be 20,000 square feet and 40 beds.

According to the broker the property had been balanced and retention was in-place. The buyer got the approvals and the seller waited to close until they had them. There were no wetlands as an area of the property were disturbed and could be used as retention.



Land Sale 3



Property Identification

Record ID	2879
Property Type	Commercial, Commercial Land
Address	6500 SE Federal Highway, Stuart, Martin County, Florida
Location	West side of SE Federal Highway and just north of Seabranche Boulevard
Tax ID	31-38-42-008-000-0003.0, Multiple Parcels

Sale Data

Grantor	FCB Treasure Coast LLC
Grantee	Ribbon Ventures LLC
Sale Date	June 26, 2015
Deed Book/Page	2793/1889
Property Rights	Fee
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale Price	\$2,150,000
Cash Equivalent	\$2,150,000
Adjusted Price	\$2,150,000

Land Data

Zoning	PUD-C, Planned Development Commercial
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Land Value Analysis

Topography	Generally level, heavily wooded
Utilities	All available
Shape	Irregular

Land Size Information

Gross Land Size	17.450 Acres or 760,122 SF
------------------------	----------------------------

Indicators

Sale Price/Gross Acre	\$123,209
Sale Price/Gross SF	\$2.83

Remarks

This is the sale of a 17.45-acre site that is part of the Mariner Village Square PUD. The property was marketed for over two years and was most recently listed at \$2,275,000 prior to selling at \$2,150,000. The buyer has had a preliminary site plan drawn that involves a possible 41,000± square foot Wal-Mart grocery store, Negotiations have been in place for a ground lease with Wal-Mart for near \$300,000 per year. Additionally, the buyer also plans on two out parcels, and approximately 3.80 acres for a residential care facility.

The site has an existing lake and small wetlands preserve that can be used in the sites retention plan.



Land Sale 4



Property Identification

Record ID	2902
Property Type	Commercial, Commercial Land
Address	7539 SW Lost River Road, Stuart, Martin County, Florida
Location	Just north of Kanner Highway and east of I-95
Tax ID	05-39-41-000-000-0013.0-4-0000

Sale Data

Grantor	95 Riverside LTD
Grantee	Ubinas LLC
Sale Date	May 22, 2015
Deed Book/Page	2785/1901
Property Rights	Fee
Conditions of Sale	Arms Length
Financing	Cash to Seller
Sale Price	\$1,880,000
Cash Equivalent	\$1,880,000
Adjusted Price	\$1,880,000

Land Data

Zoning	C-PUD, Commercial Planned Unit Development
Topography	Generally level and at road grade
Utilities	All available

**Land Size Information**

Gross Land Size 11.710 Acres or 510,088 SF

Indicators

Sale Price/Gross Acre \$160,546 Actual or \$160,546 Adjusted

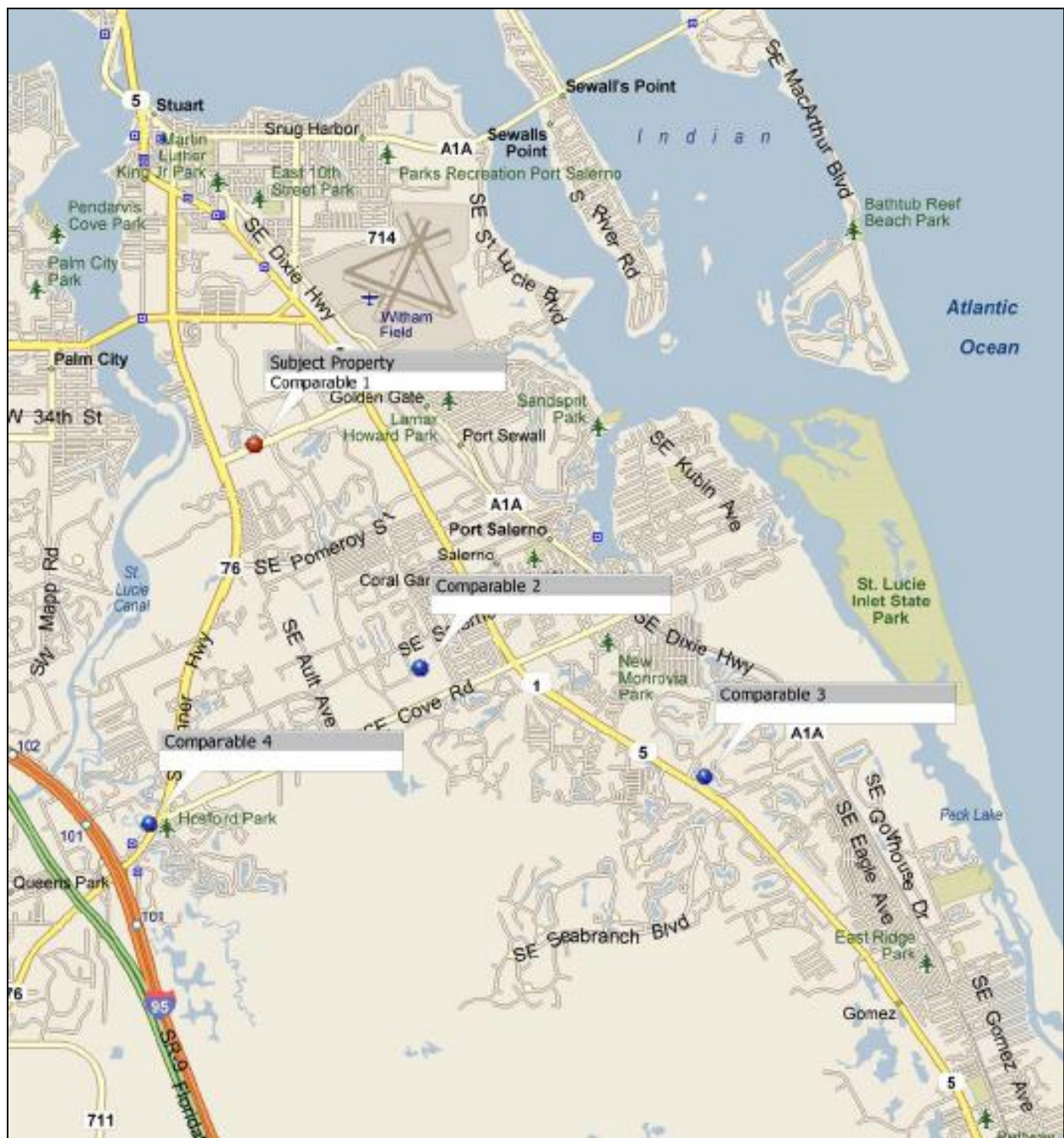
Sale Price/Gross SF \$3.69 Actual or \$3.69 Adjusted

Remarks

This is the sale of 11.72 acres of commercial zoned land as part of the 95 Riverside Commercial PUD located on the north side of Kanner Highway and east of I-95. The property was purchased as an investment and it was noted that full list price was paid.



Comparable Location Maps





Land Value Analysis

Discussion of Adjustments

We analyzed the Subject Property based on price per square foot basis, as this is the most recognized unit of comparison in this market. All of the comparables were considered with regard to property rights appraised, financing, conditions of sale, time or market conditions, location, size, quality, access and frontage, and zoning. The three comparable sales and current Subject Contract indicated a non-adjusted range from \$2.83 to \$5.42 per square foot.

Comparable Land Sales Clarity Pointe Callaway & Price, Inc. #16-75152					
Sale Number	Subject	1	2	3	4
Record ID #	-	3114	3113	2879	2902
ORBK/PG	-	Contract	2829-0154	2793-1889	2785-1901
Sale Price	-	\$2,050,000	\$2,100,000	\$2,150,000	\$1,880,000
Size Acres	11.270	11.270	9.400	17.450	11.710
Size - SF	490,921	490,921	387,131	760,122	510,088
Price/Square Foot	-	\$4.18	\$5.42	\$2.83	\$3.69
Location	South side of Indian Street, east of Kanner Highway	South side of Indian Street, east of Kanner Highway	South of SE Community Drive, north of SE Cove Road	6500 SE Federal Highway, just north of Seaboard Boulevard	7539 SW Lost River Road, north side of Kanner Highway east of I-95
City	Stuart	Stuart	Stuart	Stuart	Stuart
Arm's Length	Yes	Yes	Yes	Yes	Yes
Property Rights	Fee	Fee	Fee	Fee	Fee
Date of Sale (Contract)		Current	Jan-16	Jun-15	May-15
Date of Value	Sep-16				
Zoning/Land Use	RPUD/OP	RPUD/OP	PUD/COR	PUD-C/CG	C-PUD/CG
Time Interval (Months)		Current	8	15	16
Conditions of Sale	0%	0%	0%	0%	0%
Market Condition Adj.	0%	0%	0%	10%	10%
Adjusted Price Per SF	-	\$4.18	\$5.42	\$3.11	\$4.05
Physical Adjustments					
Location	0%	0%	0%	0%	0%
Size	0%	0%	0%	10%	0%
Site Quality	0%	0%	-10%	0%	0%
Access & Frontage	0%	0%	0%	0%	0%
Zoning	0%	0%	0%	0%	0%
Total Physical Adjustment	0%	0.00%	-10.00%	10.00%	0.00%
Adjusted Price Per SF	-	\$4.18	\$4.88	\$3.42	\$4.05

Average	\$4.13
Minimum	\$3.42
Maximum	\$4.88
Median	\$4.12



Property Rights Conveyed

All the sales in this analysis were transferred on a Fee Simple Estate basis, with the buyers receiving full property rights ownership. We are also unaware of any adverse deed restrictions or any other property rights limitations which would have affected the sales. Therefore, no adjustment was considered necessary for property rights conveyed.

Terms of Financing (Cash Equivalency)

The transaction price of one property may differ from that of a similar property due to atypical financing arrangements. In a case where favorable financing is established, a cash equivalency adjustment is often necessary. However, all of the sales analyzed herein involved either market terms or cash to Grantor. Therefore, no adjustments were made, nor any cash equivalency performed.

Additional Consideration

The contract of the Subject Property was adjusted down to consider the pre-paid items that are included in the contract. These include pre-paid impact fees and mitigation credits. These items were adjusted as we are valuing the fee simple interest of the land without consideration of these fees.

Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and seller at the time of conveyance. Within the confirmation process, detailed attention was made to ensure the conditions of each sale. None were noted.

Expenditures Made

A knowledgeable buyer considers expenditures that will have to be made upon purchase of the property because these costs affect the price a buyer will pay. Our sales did not require any adjustments for expenditures made after the sale.

Time or Changes in Market Conditions

Market conditions generally change over time and may be caused by inflation, deflation, fluctuations in supply and demand, or other factors. The comparables occurred from May 2015 to a current pending contract. Comparables 4 and 5 are the oldest comparable and general market trends show that property values have slowly increased since this time period. Therefore, we have adjusted these comparables to note the increase in market conditions.



Location

All of the comparable properties have similar locations when compared to the Subject Property. Comparable 2 does not have the visibility of the Subject, however is located behind the hospital.

Size

The parent tract of the Subject Property contains 11.27 acres. The comparable sales indicate a range from 9.4 acres to 17.45 acres.

In our opinion, all of the sales are considered to be of similar size and no adjustments were necessary.

Site Quality

No adjustments were warranted.

Zoning

All of the comparables have similar commercial type zonings that allow for much of the same development uses. Therefore, we have not made any adjustments with regard to zoning.

Conclusion – Land Value Analysis

As can be seen on the comparable sales chart displayed earlier, the sales indicate an adjusted range from \$3.42 to \$4.88 per square foot, with an average indication of \$4.13 per square foot and median indication of \$4.13 per square foot. The best available data was analyzed and adjusted accordingly. After giving consideration to the adjusted values all of the comparable data and the current pending contract, it is our opinion the Market Value of the Subject site is best represented at \$4.25 per square foot.

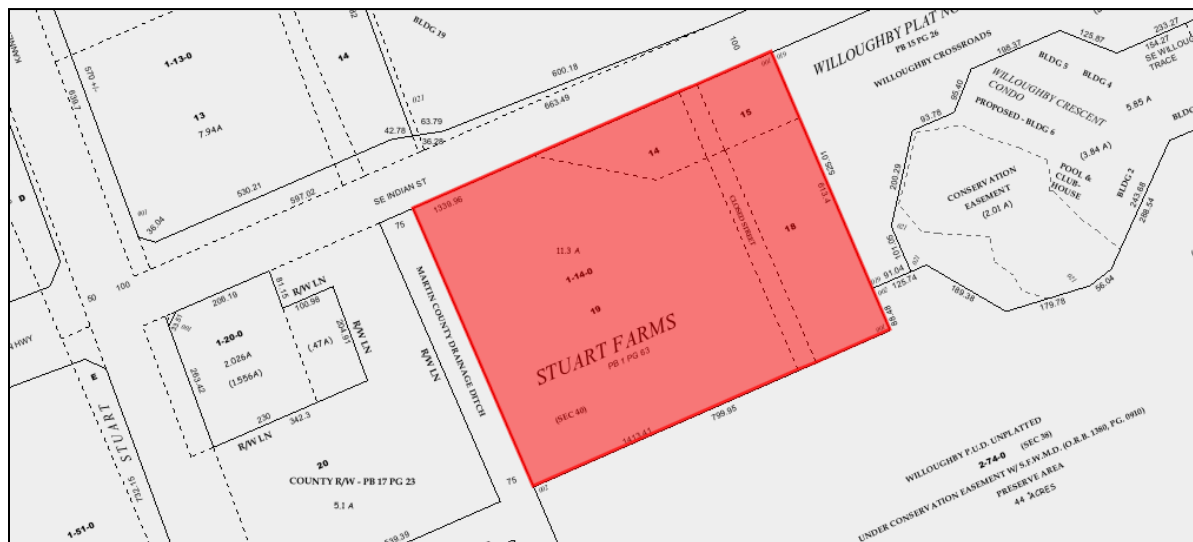


Road Dedication Abandonment Valuation

To determine the value of the road dedication abandonment we first must consider the original dedication. The road was originally dedicated in the 1920's as the Stuart Farms Plat. The roads were dedicated to the perpetual use of the public for streets and alleys. However, the property does revert back to the property owner whenever closed or discontinued by law. Given that the use is limited to streets and alleys only and reverts back to the property owners, this dedication is considered to be most similar to an easement and not fee simple title.

Said tract of land being subdivided into blocks and lots, the streets and alleys as shown on attached plat are hereby dedicated to the perpetual use of the public for the proper purposes, reserving however to ourselves, our heirs, administrators and assigns the reversion or reversions thereof whenever closed or discontinued by law.

From all indications this dedication for this platted area has been abandoned both to the north and south of the Subject Property. To the south of the Subject Property is the Willoughby PUD that is encumbered by a conservation easement and to the north there is a multi-family project that has vacated this dedication. Therefore, the dedication is only on the 11.27-acre Subject Property and does not have any public good other than to serve the Subject Property. It is worth noting that the Martin County GIS system has the property closed on their system.



Given that the area is encumbered by this dedication and would have some effect on developability, we have considered that it would have some value to the dedication owner (the city). In our opinion this most resembles an easement.



Negative Effects on Easement

- Area is only can be used for streets and alleys per dedication
- Area reverts back to the property owner per dedication
- The dedication of the roadway to the north and south have already been abandoned. No access lost to the public.
- Roadway would not serve the public, only the surrounding fee simple owner and the roadway would be at the cost of the property owner, not the city.

Positive Effects on Easement

- Dedication could affect the development of the site
- Dedication affects the clear title of the property, nuisance factor

To support a diminution in value due to the Fee Simple Estate, we have provided an easement matrix published by Donald Sherwood, MAI summarizing different findings and data for easement types. Donald Sherwood, MAI is qualified in Federal and Texas State Courts as an expert on real estate values. He was appointed Special Commissioner for County District Court in 1980. Mr. Sherwood published an Easement Valuation Article in Right-of-Way Magazine dated May/June 2006.

EASEMENT VALUATION MATRIX

Percentage of Fee	Comments	Potential Types of Easements
90% - 100%	<ul style="list-style-type: none">• Severe impact on surface use• Conveyance of future uses	<ul style="list-style-type: none">• Overhead electric• Flowage easements• Railroad right-of-way• Irrigation canals• Access roads
75% - 80%	<ul style="list-style-type: none">• Major impact on surface use• Conveyance of future uses	<ul style="list-style-type: none">• Pipelines• Drainage easements• Flowage easements
51% - 74%	<ul style="list-style-type: none">• Some impact on surface use• Conveyance of ingress/egress rights	<ul style="list-style-type: none">• Pipelines• Scenic easements
50%	<ul style="list-style-type: none">• Balance use by both owner and easement holder	<ul style="list-style-type: none">• Water or sewer lines• Cable line• Telecommunications
20% - 49%	<ul style="list-style-type: none">• Location along a property line, location across non-usable land area	<ul style="list-style-type: none">• Water or sewer line• Cable lines
11% - 25%	<ul style="list-style-type: none">• Subsurface or air rights that have minimal effect on use and utility• Location with a setback	<ul style="list-style-type: none">• Air rights• Water or sewer line
0% - 10%	<ul style="list-style-type: none">• Nominal effect on use and utility	<ul style="list-style-type: none">• Small subsurface easement



Land Value Analysis

In our opinion, the existing dedication has a "some limited impact" on the use of the site given that there is no reason for the municipality to ever build this roadway as the dedication to the north and the south has already been closed. However, this dedication does need to be cleared for future development of the site. Therefore, the existing dedication would fall into the 25% to 50% category. This indicates that the land value associated with the proposed road abandonment of the Subject Property is \$40,000. This is calculated as follows:

24,539 square feet (ROW Parcel) X \$4.25 psf X 25% Diminution = \$26,073

24,539 square feet (ROW Parcel) X \$4.25 psf X 50% Diminution = \$52,145

Rounded, \$40,000

ADDENDA



Callaway & Price, Inc.

Real Estate Appraisers and Consultants

www.callawayandprice.com

Licensed Real Estate Brokers

Please respond to Treasure Coast office

E-Mail: s.neill@callawayandprice.com

SOUTH FLORIDA

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Phone (561) 686-0333
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August 29, 2016

Mr. Richard Olson
CP – Stuart Development, LLC
4300 Legendary Drive, Suite 234
Destin, FL 32541

VIA EMAIL: megan@olsonlandpartners.com

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Fax (772) 461-0809

Stuart
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Fax (772) 461-0809

Stephen G. Neill, Jr., MAI
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Fax (321) 726-0384

Curtis L. Phillips, MAI
Cert Gen RZ2085
clp@cpmel.com

RE: Appraisal Fee Quote

Dear Mr. Olson:

We would be pleased to prepare an Appraisal of the Clarity Pointe property located on Indian Street in Stuart. It is our understanding that the purpose of this appraisal is to estimate the current Market Value of the Subject Property for road abandonment purposes.

This report will be prepared for CP – Stuart Development, LLC. The intended use is to assist the client for road abandonment purposes. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other use.

The fee would be \$2,500. It is our policy to require a retainer and \$1,250 will suffice for this purpose. The balance of the fee will be due and payable upon delivery of the report. We will provide an electronic copy of the final report. Hard copies of the final report are available upon request.

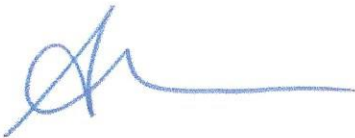
We will have the report completed in approximately two to three weeks from the day we receive your authorization and information requested; **be aware that delays in our receipt of information requested could postpone completion.**

Mr. Richard Olson
August 29, 2016
Page 2

If the above is agreeable to you, please sign below as our authorization and return it together with the retainer and information requested and we will begin work immediately. This agreement is subject to the Agreements and Conditions listed on the attached page, a copy of which should also be signed and returned to us. Our work will be done in accordance with the Appraisal Institute Code of Ethics and Standards of Professional Practice. Thank you for the opportunity to be of service.

Respectfully submitted,

CALLAWAY & PRICE, INC.



Stephen G. Neill, MAI
Cert Gen RZ2480

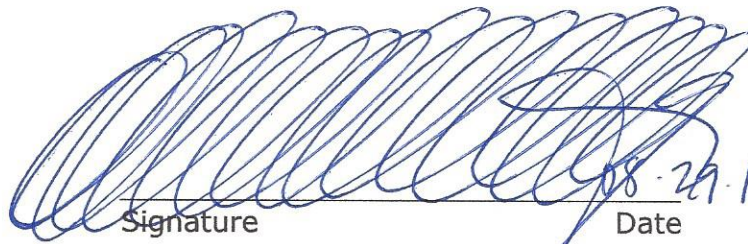
SGN:clw
Attachments

Client:

Accepted By\Date:

Name and Title (Printed or Typed):

Client Fed ID# or SS#:



Signature _____ Date 08-29-16
RICK OLSON, MANAGER
81-2603412

Conditions of Agreement

1. Premise: The completed report shall comply with the professional and ethical standards of the Appraisal Institute. The report will be addressed to the Client, or as directed by the Client.
2. Compensation: The fee is due and payable as designated in the contract letter; the retainer is to be sent to the Appraiser along with the signed contract letter, which constitutes authorization to commence the assignment. The Appraiser's/Consultant's compensation is in no event contingent upon a predetermined value or conclusion.
3. Completion Date: Every effort will be made to deliver the report as per the specified date in the contract letter. If delays occur for reasons beyond the control of the Appraiser/Consultant, such as not receiving necessary data requested from the Client in a timely manner, changes in the scope of services of the assignment, acts of God, et cetera, the due date shall be extended.
4. Changes: The Appraiser/Consultant shall, to the best of his ability, complete the assignment in compliance with professional and ethical standards of the appraisal industry. Changes that are not in keeping with these standards will necessitate a new contract letter and renegotiation of the original fee, or billed on a time basis plus the original fee.
5. Cancellation: The Client may cancel this agreement by written notice, or telephone followed by written notice. Appraiser/Consultant shall submit a statement based on professional time and expenses accrued, if applicable, for all services expended to the date of cancellation.
6. Additional Report Copies: Additional copies will be furnished upon request, and prepayment of \$1.00 per page per report.
7. Collection: All fees and expenses are due upon delivery of the final report. A late charge of 1.5% per month shall be imposed on balances unpaid 30 days after the statement date. If collection efforts become necessary, all costs for same, including court costs and attorney's fees, will be added to the balance due. We are currently operating under an agreement with a collection agency, which charges us 53.8%. **If their collection services are required, Client's total balance due will be increased by 53.8%.**
8. Limiting Conditions: This agreement and the completed report shall be subject to the Limiting Conditions (included in said report).
9. Confidential Data: Data assembled for the assignment will remain the property of the Appraiser/Consultant. Data provided by the Client will be held in our file, unless otherwise instructed by the Client, and considered confidential. Appraiser/Consultant is authorized by the Client to disclose the report to appropriate representative of the Appraisal Institute to comply with the Bylaws and Regulations of this professional organization.

I hereby agree to the Conditions of Agreement outlined above.


Client

08-29-16
Date

QUALIFICATIONS



Qualifications – Stephen G. Neill, MAI

Professional Designations\Licenses\Certifications

Member, Appraisal Institute, MAI Designation #12248
Florida State-Certified General Real Estate Appraiser #RZ2480
Florida Licensed Real Estate Broker #BK-0660406
Associate Member, American Society of Farm Managers and Rural Appraisers
International Right of Way Association Certified Right of Way Appraiser R/W-A/C

Professional Experience

Principal, Callaway & Price, Inc. – Since January 2006
Appraisal Consultant, Callaway & Price, Inc. – 7/02 – 12/05
Appraisal Consultant, Diskin Property Research - 4/00 – 6/02
Appraisal Consultant, Callaway & Price, Inc. – 5/97 – 4/00

Education

Bachelor of Science Degree in Business/Real Estate, Florida State University
Associates of Arts Degree, Indian River Community College

Appraisal Institute Courses:

- 410 Standards of Professional Practice, Part A
- 420 Standards of Professional Practice, Part B
- 510 Advanced Income Capitalization
- 520 Highest and Best Use and Market Analysis
- 530 Advanced Sales and Cost Approaches
- 540 Report Writing
- 550 Advance Applications
- Analyzing Operating Expenses
- Appraisal from Blueprints and Specifications
- FHA and the Appraisal Process
- Real Estate Finance Statistics & Valuation Modeling
- Analyzing Distressed Real Estate
- Expert Witness
- An Appraiser's Introduction & Overview of the U.S. Hotel Industry
- Hotel Market Studies & Valuating – Using Hotel Valuation Software
- Fundamentals of Separating Real Property, Personal Property,
and Intangible Business Assets

International Right of Way Courses:

- 103 Ethics and the Right of Way Profession
- 400 Principles of Real Estate Appraisal
- 401 The Appraisal of Partial Acquisitions

USPAP – Biennial

Florida State Law for Real Estate Appraisers
Florida Law Update
Roles and Rules of Supervisors & Trainees
Appraisal Institute – Leadership Conference Participant



Qualifications – Stephen G. Neill, MAI

Qualified Expert Witness

Miami-Dade
Broward County
Indian River
Martin County
St. Lucie County
Bay County
US Bankruptcy Court, Middle District of Florida
Indian River County Special Magistrate – 2010, 2011, 2012 & 2013
St. Lucie County Special Magistrate – 2007, 2008, 2009, 2010, 2011, 2012 & 2013
Martin County – 2012 & 2013

Appraising\Consulting Expertise

ACLFs	Mobile Home Parks
Agricultural	Multifamily Residential
Aircraft Hangers	Office Buildings
Apartment Complexes	Ranchland
Branch Banks	Restaurants
Car Dealership	Retail Buildings
Citrus Groves	Salvage Yards
Condominium Projects	Single-Family Residential
Eminent Domain	Sports Complexes
Golf Courses	Subdivisions
Luxury RV Parks	Truckstops/Gas Stations
Marinas	Warehouses
Mining Operations	Vacant Land
Mini-Warehouses	Special Purpose Properties

Organizations and Affiliations

Rotary Member – Past President/Board of Directors
John Carroll High School Advisory Board
Treasure Coast Seminole Booster Club



Qualifications - Stephen G. Neill, MAI



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

FLORIDA REAL ESTATE APPRAISAL BD
1940 N. MONROE ST.
TALLAHASSEE FL 32399-0783

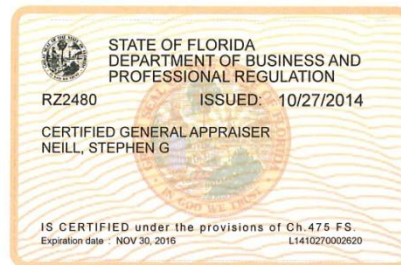
850-487-1395

NEILL, STEPHEN G
1803 S25TH STREET SUITE 1
FORT PIERCE FL 34947

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

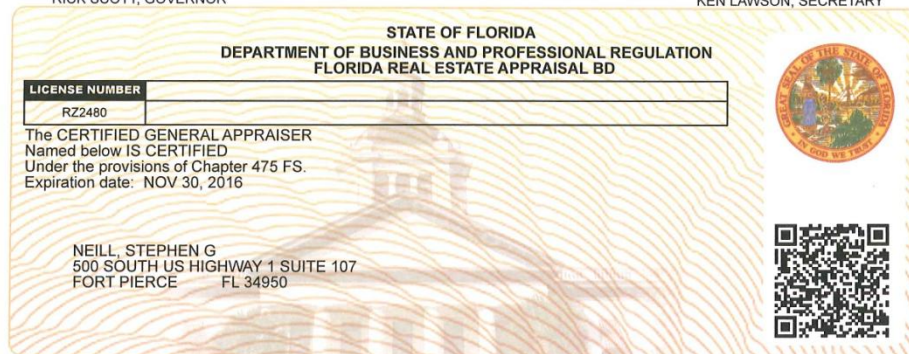
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



ISSUED: 10/27/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1410270002620

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARTIN, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

A parcel of land being a portion of Lots 14 and 15, lying South of Indian Street and Lots 18 and 19 and a portion of the former 50 foot wide Right of Way through aforesaid Lots, according to the Plat of Stuart Farms, as recorded in Plat Book 1, Page 63, Public Records of Martin County, Florida; said parcel being more particularly described as follows:

Commence at the Point of Intersection of the centerline of State Road 76 and the centerline of Indian Street; thence North 66 degrees 44' 27" East, along said centerline of Indian Street, a distance of 47.42 feet; thence South 23 degrees 15' 53" East, a distance of 50.00 feet to the South Right of Way line of Indian Street; thence North 66 degrees 44' 27" East along said South Right of Way line, a distance of 602.34 feet to the Point of Beginning; thence continue North 66 degrees 44' 27" East along said South right of way line, a distance of 799.73 feet; thence South 23 degrees 15' 33" East departing said South right of way, a distance of 613.48 feet; thence South 66 degrees 40' 45" West, a distance of 800.20 feet; thence North 23 degrees 15' 33" West, a distance of 614.34 feet to the Point of Beginning.

Together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, appurtenances; all water, water rights, water/courses and ditch rights (including stocks and utilities with ditch or irrigation rights); and all other rights, royalties and profits relating to the real property including without limitation all mineral, oil, gas, geothermal, similar matters and all rights relating to the real property in and to all impact fees, utility reservation fees and similar fees paid to governmental agencies in connection with the development of the property.

Point of
Commencement
FND. NAIL & WASHER
(UNNUMBERED) 0.3'
BELOW ASPHALT
(JULY 1994)
NOW DESTROYED

STATE ROAD 76

N66°18'43"E(D)
N66°15'19"E(M)
47.42'

S23°41'17"E(M)
S23°44'41"E(M)
50.00'

NORTHERLY LINE OF
LOT 20 ACCORDING TO
THE PLAT OF STUART FARMS
N66°18'43"E(D) N66°15'20"E(M) 602.34'

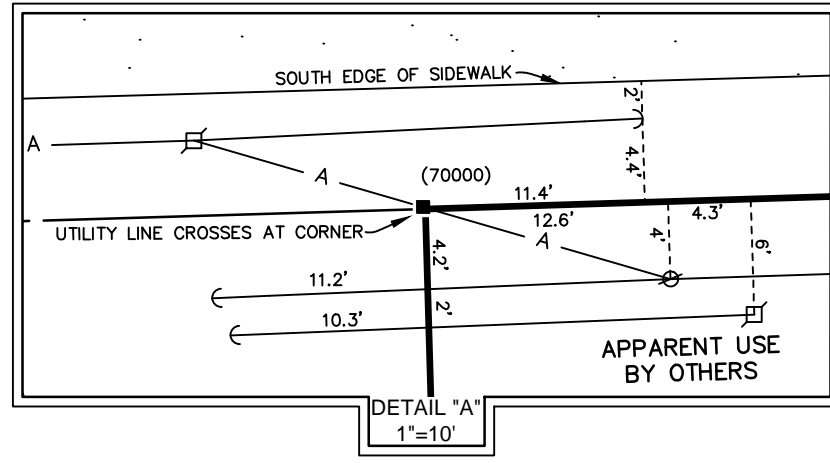
SOUTH R/W LINE
OF INDIAN STREET

EASTERLY R/W LINE OF S.R. 76
(AS SHOWN ON THE F.D.O.T. R/W
MAP FOR S.R. 76, SECTION 89060-2510(2511)
PAGES 13 & 14, LATEST REVISION 6-25-91)

EASTERLY LINE OF LOT 20

(EXISTING RETENTION AREA) WEST 75' OF LOT
19, ACCORDING TO THE PLAT OF STUART
FARMS (DEEDED TO MARTIN COUNTY, FLA.
QUIT-CLAIM DEED, 38-38-41-002-074-00000-7
P.C.N. 38-38-41-002-074-00000-7

N23°40'04"W(D) N23°41'58"W(M) 614.34'



NORTH LINE OF 200'
T.I.I.F. RESERVATION PER
D.B. 31, PAGE 137

CENTERLINE 100' R/W, O.R.B. 141, PAGE 350

S.E. INDIAN STREET

N66°18'43"E(D) N66°15'19"E(M) 799.72'

EXCEPTION 7
FORMER 60' RIGHT-OF-WAY ACCORDING TO THE PLAT OF
STUART FARMS, ABANDONED BY RESOLUTION OF THE
BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY,
FLORIDA, O.R.B. 141, PAGE 350 &
O.R.B. 108, PAGE 240

SOUTH LINE OF 200'
T.I.I.F. RESERVATION PER
D.B. 31, PAGE 137

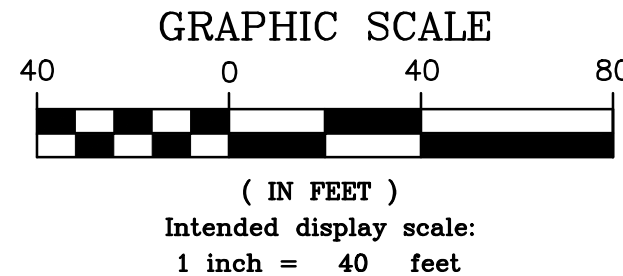
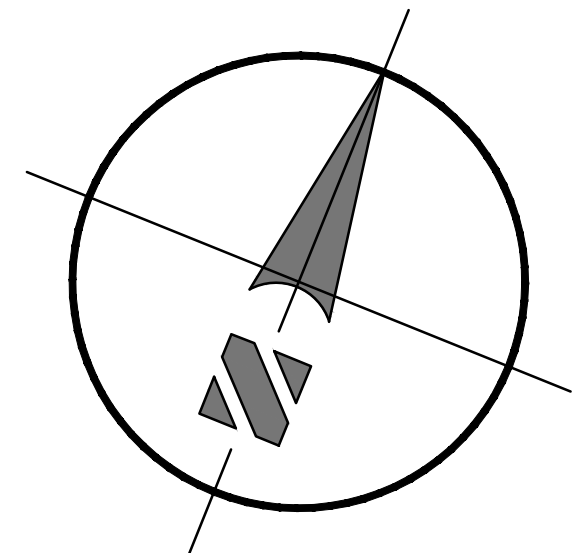
LOT 19
11.27± ACRES
(VACANT)

P.C.N. 40-38-41-001-014-00000-0
O.R.B. 2528, PAGE 1198

Subject Right of Way

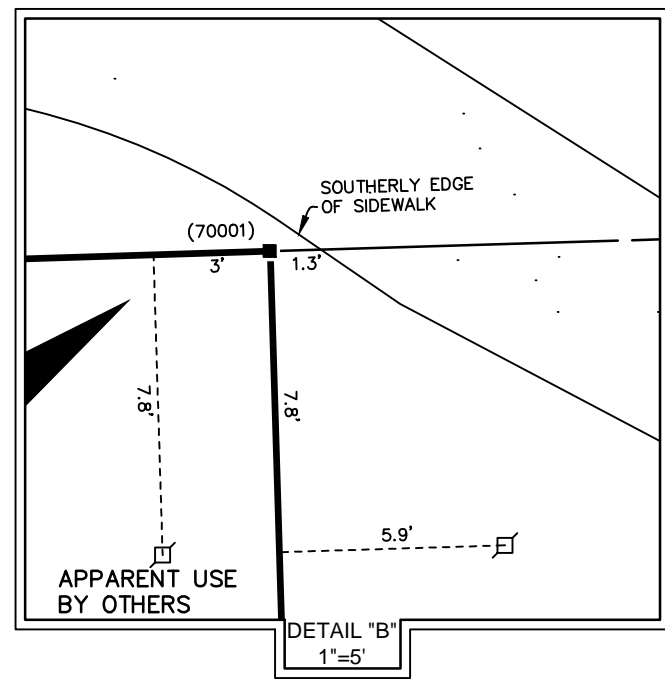
P.C.N. 39-38-41-019-000-00010-0
O.R.B. 2481, PAGE 1794

S23°41'17"E(D) S23°44'41"E(M) 613.48'



LEGEND

- ⊙ = ELECTRIC LIGHT HANDHOLE
- = HANDRAIL
- = CHAINLINK FENCE
- = OVERHEAD UTILITY LINE
- ⊙ = WOOD POWER POLE
- ⊙ = CONCRETE POWER POLE
- = POLE ANCHOR
- = CONCRETE MONUMENT
- CONC. = CONCRETE
- = SIGN
- ⊙ = FIBER OPTIC MARK
- ⊙ = LIGHT POLE
- O.R.B. = OFFICIAL RECORDS BOOK
- R.C.P. = REINFORCED CONCRETE PIPE
- (TYP.) = TYPICAL
- T.I.F. = TRUSTEES INTERNAL IMPROVEMENT FUND
- (M) = MEASURED
- (D) = DEED



(70004)
FND 4"x4" C.M.
"PCP 3036" 94.3'
F 0.02'

1.4' INSIDE PROPERTY

CROSSES PROPERTY LINE

S66°15'01"W(D) S66°11'37"W(M) 800.20'

P.C.N. 38-38-41-002-074-00000-7
O.R.B. 1888, PAGE 1271

BOUNDARY SURVEY

GCY
INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108
CORPORATE OFFICE
PO BOX 1469 • 1505 SW MARTIN HWY.
PALM CITY, FL 34991
(800) 388-1066 • WWW.GCYINC.COM

BOUNDARY SURVEY FOR:
CLARITY POINT DEVELOPMENT PARTNERS
MARTIN COUNTY, FLORIDA

Scale: 1"=40'	Date: JAN. 2016	File & Drawing No: 16-1001-01-01
Drawn By: M.F.M.	Checked By: P.A.	Sheet 2 of 4

No.	Revisions	Date	By

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/27/2017

Prepared by: PNicoletti

Title of Item:

CITY MANAGER IS SEEKING CLARIFICATION REGARDING THE ALCOHOLIC BEVERAGE ORDINANCE AND ITS APPLICATION DOWNTOWN.

Summary Explanation/Background Information on Agenda Request:

Since September, 2016, with the request of 23 Master Mind LLC for a restaurant at the Post Office Arcade (23 Osceola St.) the city has struggled with the idea of considering the request, while being restricted by our current alcoholic beverage code which limits the sale or distribution of alcoholic beverages to 30% of the ground floor area in a defined downtown area.

As it turns out, when the original calculations were made, they did not include the square footage of the Lyric Theater, since it had a exemption. However, in hind sight, we should have included it, and then allowed for the exemption.

Taking that into consideration, we can (have) recalculated the overall ground floor square footage and have added in the Lyric Theater. A copy of the spreadsheet is attached for your review.

At the same time, we have recognized the need to amend the existing ordinance, to clarify the procedures, and to simplify the way we deal with vacant space.

I will walk us through the discussion of the proposed ordinance to show how it varies from the current ordinance.

Funding Source:

Not Applicable

Recommended Action:

Provide Direction to City Manager and Staff

ATTACHMENTS:

Description	Upload Date	Type
□ Downtown Sq. Footage Calculations	2/22/2017	Exhibit
□ Draft Alcoholic Beverage Ordinance	2/23/2017	DRAFT ORDINANCE

December 2016
Designated Area - Gross Floor Calculations and Area

Parcel PCN	Tenant	Gross Sq.	COP Sq. Ft	
1 538410040000022000000	Law office Larry Stewart	2250	0	
	Vine & Barley (Fellowship Hall)	1755	1755	
2 538410040000022000000	Fellowship Hall (2nd Floor)	0	0	1755
3 538410040000022000000	Lyric Theater	8706	0	
4 538410040000024000000	Stuart Coffee Company	3650	0	
	The Gauze Shop			
	Luna's Italian Cuisine	1521	1521	
5 538410040000025000000	Studio 42 Salon	1400	0	
	Rare Earth			
6 538410040000026000000	Tootsies	5836	0	
	Girls Downtown			
	The Gafford	2952	2952	
7 538410040000028000000	Proctor, Crook and Crowden	1998	0	
8 538410040000029000000	Proctor, Crook and Crowden	3651	0	
	Osceola Street Café	1944	1944	
	Joseph Lynn Retail			
9 538410040000030000000	Hoffman's	6561	0	
	Two Streets Estate Jewelry			
	Funky Monkey			
10 538410040000033000000	Maltida's	3817	0	
	Namaste			
	Maria's Café	2472	2472	
	Clam Shell Clothiers			
	April Daze Retail			
11 438410150050001000000	Amalie			
	The Place Baraber Shop	6568	0	
	Simple Pleasures			
	Salore Sunglasses			
	Coconut Bay			
	Harbor Wear			
	Jules Salon			
12 438410150040020000000	Patti's Antiques	4302	0	
	Victoria Rose			
	Vacant Retail			
13 438410150040019000000	LouRonzo's	4445	4445	
	Sade Hair Salon			
14 438410150030012000000	Monkee's	4959	0	
	Passion of Sushi (Noodle World)			
	Sneaki Tiki (1700)	4210	4210	
15 438410150030008000000	Includes outdoor seating (2510)			
	Old Colorado Inn Office	714	0	
16 438410150030080000000	Colorado Inn First floor units	1650	0	
	Duffy's	5614	5614	
17 438410150020010000000	Gumbo Limbo Kidz Coastal	2655	0	
	O'Sole Mio Island Lifestyle			

December 2016
Designated Area - Gross Floor Calculations and Area

		Post Office Arcade Unit "A"		
18	538410230000001000000	Kilwins	3955	0
		Snappy Schack		
		Post Office Arcade Unit "B"		
19	538410230000002000000	Argento Gallery	1631	0
		Saxx Handbags		
		Post Office Arcade Unit "C"		
20	538410230000003000000	Ana Capri Activewear	2331	0
		Mainsail Company		
		Southern Tide		
21	538410230000004000000	Post Office Arcade (4262) Breezway Seating (1481)	5743	5743 PROPOSED
		Gumbo Limbo Coastal Chic		
		Eric Michaels Fine Jewelry		
22	538410040000014000000	Aphrodite Style	15530	0
		Bella Jewelry and Gifts		
		Go Fish		
		EarthTones Retail		0 1199
23	538410300000101000000	Stuart Jewelers - Unit 101	1158	0
24	0538410300000102000000	Sandals Shack - Unit 102	1040	0
25	0538410300000103000000	Tradewinds Real Estate - 103	731	0
26	0538410300000302000000	Calico - Unit 104	1092	0
		Riverwalk Café (1350) Spritz Bistro (3671)		6421
27	0538410040000019090000	Black Marlin (1400)	9238	
		Cigar Store (708)		
		The Sauce Shack (709)		0
		Geoffrey Smith Gallery (1400)		
		TOTAL	126079	37077
		Percentage utilized for C.O.P		29.41%

Chapter 4 - ALCOHOLIC BEVERAGES^H

Sec. 4-1. ~~Statutory~~ Definitions adopted.

For the purposes of this chapter, the definitions contained in F.S. ch. 561 ~~et seq.~~ shall control except insofar as they are in conflict with the provisions of this chapter, and preempt the city by Florida law; otherwise, the most stringent provision shall prevail.

~~(Code 1981, § 3-1; Code 1995, § 6-1)~~

~~The sale, service and delivery of alcoholic beverages shall be limited to the hours of 7:00 a.m. until 2:00 a.m. the following day seven days a week. No person, including a wholesale or retail distributor or vendor covered by any license, shall sell, give, serve or deliver any alcoholic beverage to any person for consumption on or off the premises between the hours of 2:00 a.m. and 7:00 a.m. on any day of the week.~~

~~(Code 1981, § 3-4; Code 1995, § 6-2; Ord. No. 1747-00, § 1, 9-11-2000; Ord. No. 1766-01, § 1, 2-26-2001)~~

Sec. 4-2. ~~Definitions.~~ Proximity of establishments to one another; noise; and floor area ratio.

~~Definitions.~~ As used in this section, the following definitions shall apply:

Designated area means the old downtown section, less any city-owned or city-controlled property.

Entertainment means any one or more of the following:

(1)

Music produced by a disc jockey and electronic amplification; or

(2)

Music by one or more live musicians and electronic amplification. ~~or~~

(3)

~~The performance of one or more performance artists; or~~

(4)

~~Establishment Patron or employees dancing to music.~~

Establishment means any business location whose owner or operator holds a valid alcoholic beverage license for consumption on premises issued by the State of Florida and also known as “licensed premises” as defined by Florida statutes, ~~excluding those locations holding special live performance theater (11PA) liquor licenses, under F.S. § 565.02(8).~~

Gross floor area means the sum of the enclosed ground floor areas of a building, including, but not limited to, rooms, halls, lobbies, arcades, stairways, elevator shafts, bathrooms, kitchens, storage rooms, equipment rooms, covered areas, enclosed porches, plus all outdoor areas used for beverage service, access and storage, but not including any use of public park property or public rights-of-way.

Night club shall mean an establishment that is a stand-alone bar, bottle club, or a restaurant that:

(1)

Serves or allows the consumption of alcoholic beverages on the premises; and

(2)

Provides or permits entertainment ~~;~~ ~~and~~

~~(3)~~

~~Which is open for business~~ later than 1 ~~2~~:00 P.M. ~~a.m.~~ at least one evening per week.

Old downtown section means those real properties within the boundary of the centerlines of S.W. Seminole Street on the north, S.W. Flagler Avenue on the south, S. Colorado Street on the east, and S.W. St. Lucie Avenue on the west; plus the City Hall and City Hall Annex property west of and contiguous to S.W. St. Lucie Avenue, being Lot 36 according to the plat of The Feroe Subdivision recorded in the public records of Martin County, Florida, at Plat Book 2, Page 25, and Lots 3, 4, 5, 6, 7, 7A, 8, 9, and 9A according to the plat of Revised Danforth's Addition recorded in the public records of Martin County, Florida, at Plat Book 5, Page 69; and those properties located east of and contiguous to South Colorado Street, being Lots 8, 9, 12, and 24-28, Block 3, and Lots 19-23, Block 4, amended plat of Porter's Addition recorded in the public records of Martin County, Florida at Plat Book 2, page 75.

Saturation level shall mean a floor area of not greater than 30 percent of the gross ground floor area in the designated area. “

Walk-up window shall mean any window, doorway or other opening from a building or structure to the outside of any establishment.

~~(b)~~

Sec. 4-3. – Citywide; regulations. ~~Citywide regulations. Except as provided elsewhere in this chapter,~~ The following regulations shall apply everywhere in the city, unless and except for the provisions of the designated area, which when applicable, shall supersede these provisions:

(1) *No walk-up windows.*

The sale of alcoholic beverages shall not be permitted from a "walk-up window" ~~on the outside of any establishment, onto the sidewalk or other portion of the public right-of-way.~~

(2) *Distance between establishments restricted.*

~~N~~No establishment where alcoholic beverages are sold for consumption on the premises shall be established within 300 feet of any other such establishment, except as elsewhere provided in this chapter. This provision shall not apply to the sale of beer and wine only. The 300-foot distance requirements specified herein shall be measured in a straight line on the official city map located within the building department between the main entrances of the establishments.

(3) Exemptions for certain establishments: ~~Subsection (b)(2) shall not apply to the following:~~
The distance requirements in (2) above shall not apply to the following establishments:

a.

A chartered or incorporated club (11C license) so licensed by the state ~~as provided by F.S. § 565.02(4); or~~

b. A special live performance theater (11PA) so licensed by the state.

~~c. B.~~

A ~~To~~ any hotel or motel containing 50 or more rooms available to and furnished for guest occupancy, provided ~~that~~ such hotel or motel shall be prohibited from selling alcoholic beverages in packages for consumption off the premises or from operating a package store; or

~~d.~~

A ~~To~~ any restaurant holding a 4-COP SRX restaurant liquor license issued by the state; or:

~~d.~~

~~ed.~~ —

Any establishment within the *designated area*, as further regulated in this chapter.

(43) Hours of operation regulated.

The sale, service and delivery of alcoholic beverages shall be limited to the hours of 7:00 a.m. until 2:00 a.m. the following day, seven days a week. No person, including a wholesale or retail distributor or vendor covered by any license, shall sell, give, serve or deliver any alcoholic beverage to any person for consumption on or off the premises between the hours of 2:00 a.m. and 7:00 a.m. on any day of the week.

~~(5) Additional regulations for special restaurant (SRX) licensees.~~

a. A restaurant which holds a special restaurant liquor (SRX) license issued by the state shall only be located within at the zoning district area defined anywhere such use is permitted ~~reserved for business purposes only, designated B-1 or B-2 or such other designation which permits a B-1 or B-2 use.~~ Such restaurant shall not sell alcoholic beverages in containers for consumption off the premises.

~~(b)~~

The sale or service of alcoholic beverages under a special restaurant liquor license shall be prohibited when the restaurant is not open ~~ed~~ for the sale or service of food.

~~(e)~~

~~The term "service of food" shall mean the sale or service of full course meals on a regular lunch, dinner or supper menu, and the same shall be prepared on the premises. Full course meals shall be construed to include a choice of appetizers, salads, meat entrees, vegetables, desserts and beverages.~~

4-4. Designated area regulations. ~~(4)~~ The following regulations shall apply everywhere within the designated area:

(1) Application of the saturation level.

The gross floor area of establishments which hold valid 1-COP, 2-COP, 4-COP, or 4-COP SRX state liquor licenses, in the designated area shall not exceed the saturation level adopted by the city commission. This restriction shall not affect the holders of other types of state liquor licenses, except as provided elsewhere in this chapter. This provision supersedes and replaces the 300-foot separation requirement within the designated area.

(2) Conditional use requirement. On or after March _____, 2017, every establishment owner or operator seeking an alcoholic beverage license in the designated area shall be required to obtain administrative approval of a conditional use, based upon proper zoning, occupancy, parking, ingress and egress, along with a review of building code and fire code requirements, and compliance with the saturation level.

(3) ———Exemptions for certain establishments: The following establishments within the designated area shall require conditional use approval, but shall be exempt from the saturation level regulations:

a. Certain 1-COP and 2-COP license establishments.

~~Notwithstanding the 30 percent limitation referenced above, an establishment businesses in the Old Downtown Section that hold a 1-COP or 2-COP state liquor license as of December 1, 2012,~~ may be granted an expedited administrative conditional use (zoning) approval by the city development director to obtain a 1-COP or 2-COP state liquor license provided the establishment meets the following additional conditions ~~business is and remains a full-service restaurant licensed by the state and meets the following conditions:~~

The ~~establishment~~business shall:

- i.
Have not ~~fewer~~less than 25 seats and not more than 75 seats, including bar and outside seating; and
- ii.
~~Maintain a full-service menu and offer food for sale during all hours of operation;~~
- ~~iii.~~
Generate at least 51 percent of the business' gross receipts from the sale of food; and
- ~~iii.~~ v.
Cease the sale of alcoholic beverages by 1 1:00~~0:30~~ p.m.

~~a. —~~

~~n-expedited administrative~~4 or 4-COP-SRX

~~be-.~~

A chartered or incorporated club (11C) so licensed by the state ~~as provided by F.S. § 565.02(4); or~~

c. A -special live performance theater (11PA) so licensed by the state.

b. _____

~~In addition to the exemptions in subsection (b)(3) above, an owner of a property described in subsection (d) below, may elect to exercise an exemption to subsection (b)(1) above, by furnishing in writing to the city development director, which is in recordable form acceptable to the city attorney, including a provision that such exemption is binding upon itself and its successors and assigns.~~

~~a.~~

~~Such properties shall not otherwise be eligible to obtain a 4-COP-SRX restaurant liquor license, unless such property shall be redeveloped in full compliance with the City's Urban Code, including parking requirements without exemption; and~~

~~b.~~

~~Use of said property shall at all times be in compliance with the City's Land Development Code, Chapter 3, Section 3.01.03 F. 1. a. iii. a., b., c. and d. as it pertains to parking; and~~

~~c.~~

~~At no time shall said properties be used for the operation of a nightclub as defined in this chapter.~~

~~d.~~

~~Properties subject to the election:~~

~~i.~~

~~Feroe Subdivision—Lot 2, Lot 3, Lots 4 & 5, Lots 6 & 7, Lot 8.~~

~~ii.~~

~~Porter's Addition—Lots 1, 2 & 3, and Lot 9.~~

~~iii.~~

~~Feroe Subdivision (replat of Lots 9 and 10).~~

~~(5)~~

~~No alcoholic beverages shall be sold within 200 feet of any church, or within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the city commission approves the location as promoting the public health, safety, and general welfare of the community under proceedings as provided in F.S. § 166.041(3)(c); Florida Statutes.~~

~~(e)~~

~~Old downtown section regulations. The following regulations shall apply everywhere in the old downtown section:~~

~~(41)~~ No package sales.

There shall not be permitted any retail sale of package goods, except as an accessory use. This regulation shall not apply to the sale of package beer and wine only.

(52) No nightclubs.

~~All establishments shall comply with the provisions of subsection 38-120(c)(1) [section 20-150], Stuart City Code, (65dBA, C or flat weighted, maximum noise level) at all times.~~

~~(3)~~

No establishment in the designated area shall be operated as a nightclub.

(6) Additional requirements for conditional uses:

a. (d)

~~Designated area regulations.~~ The following regulations shall apply everywhere within the designated area and shall not be variable by major urban code exception or special exception:

~~(1)~~

~~On or after July 1, 2010, there shall be permitted a total of not more than 30 percent of the gross floor area in the designated area, licensed to sell alcoholic beverages by the state for consumption on premises only, and holding a valid 1-COP, 2-COP, 4-COP or 4-COP SRX state liquor license. This restriction shall not affect the holders of other types of state liquor licenses, except as provided elsewhere in this section. This provision shall supersede and replace the 300-foot separation requirement above.~~

~~a.~~

~~Notwithstanding the 30 percent limitation referenced above, businesses in the Old Downtown Section that do not hold a 1-COP, 2-COP, 4-COP or 4-COP SRX state liquor license as of December 1, 2012, may be granted conditional zoning approval by the city development director to obtain a 1-COP or 2-COP state liquor license provided the business is and remains a full-service restaurant licensed by the state and meets the following conditions:~~

~~1.~~

~~The business shall:~~

~~i.~~

~~Have not less than 25 seats and not more than 75 seats, including bar and outside seating;~~

~~ii.~~

~~Maintain a full-service menu and offer food for sale during all hours of operation;~~

~~iii.~~

~~Generate at least 51 percent of the business' gross receipts from the sale of food;~~

~~iv.~~

~~Cease the sale of alcoholic beverages by 10:30 p.m.~~

~~2.~~

Where conditional (zoning) use approval is being sought by a tenant, both the tenant and the property owner shall be party to the application and must jointly agree to abide by the conditions established in any resulting development order~~called for in this section.~~

~~3.~~

b. Conditional zoning approval, ~~required by the state for the issuance of an alcoholic beverage license,~~ may be revoked by the city manager for good cause shown, including violations of this section, excessive calls for police service, underage drinking or noise violations. A decision by the city manager to revoke conditional zoning approval shall be~~is~~ appealable to the city

commission, which shall conduct a hearing on the appeal as provided elsewhere in the code.
Conditional zoning approval revocation shall be reported to the Division of Alcoholic Beverages and Tobacco.

~~4.~~

c. An application fee for administrative conditional zoning approval may be established by resolution of the city commission from time to time.

(7) *Once saturation level is achieved; drawing lots.*

a. Once the saturation level has been reached by establishments in the designated area, no further establishments, or expansion of existing establishments, shall be permitted, except:

~~ai.~~

Upon the sale or transfer of an establishment, or upon the issuance of a building permit for the construction of additional floor space, and upon proper application for a conditional use, and to pay the local business tax, ~~the made to the~~ city development director, ~~who s~~ shall review the proposed location for compliance with the city codes, and make a determination regarding the issuance of a conditional use approval, before approving the payment of the local business tax.

~~or~~

~~b.~~

~~Upon the expiration of an alcoholic beverage license on July 1 of any given year.~~

~~b. ii.~~

~~c. Upon issuance of a building permit for the construction of additional first floor area within the designated area.~~

~~(3)~~

In the event that an establishment in the designated area~~designated area~~ is deemed to have been sold, transferred, or when the alcoholic beverage license has been revoked or has expired, ~~or if a building permit is issued for the construction of additional floor space,~~ the owner of the affected property shall have 90 days thereafter to do the following, subject to the ability of the city manager to extend the time for good cause shown:

~~(a) i.~~ Lease the establishment to a new tenant or

~~Have a new~~ occupant ~~for the establishment~~, with a valid and complete alcoholic beverage license application, and provide the city with a recorded memorandum of lease, and once issued, a copy of the ~~a valid complete application for the~~ alcoholic beverage license; and open the establishment for business. ~~(upon issuance by the state, the licensee shall furnish a copy of the alcoholic beverage license); or~~

~~(b) ii.~~

If an existing building is being renovated, or a new building built, or a building addition constructed, the owner or operator shall have a complete building permit application filed with the city development department, including the payment of all fees, for the renovation, or construction of the establishment. Thereafter, the such applicant must actively pursue completion of the work, by obtaining progressive building inspections at least every 45 days, and obtain a certificate of occupancy and be open for business within 12 months of the filing of

the date the building permit is ready for issuance by the city, unless earlier terminated or later extended by the city manager, ~~for good cause shown.~~

iii. In the event the owner of a building in which there was a valid establishment fails to comply with the provisions ~~of in~~ [subsection (7) ii.(a) or (b) ~~b.~~], the process to permit a new establishment shall be as follows:

1.
The city development director shall notify the ~~property owner~~ ~~previous holder of such license in writing to inform~~ of the forfeiture of the establishment's use for the sale of alcoholic beverages; and

2.
The city development director shall publically advertise the amount of gross floor area which is available for use as an establishment within the designated area, including a response time of not less than 10 ~~at least 15~~ days for interested parties to make application to the city development director for use of the available space; and

3.
~~I~~In the event there is more than one response to the advertisement, the city development director shall have the applicants draw lots to determine which applicant(s) shall be permitted to open an establishment. No applicant shall be awarded more space than is needed to fit within a designated location. The applicant shall furnish a detailed and dimensioned floor plan drawing of the space; along with a contingent or actual lease, or contract for sale and purchase, or a deed in the applicant's name or business name, demonstrating the ability to control and use the space. Thereafter, if the applicant satisfies, or demonstrates the ability to satisfy, all other code requirements and conditions, the city development director shall conduct the administrative conditional use review, and upon approval -issue a development order granting permission for the applicant to pay the local business tax to open an establishment.

4. It is the intent of the city commission that permitting rights for establishments in the designated area, shall only be administered by the city. There shall be no private sale or transfer of development rights or other distribution of square footage resulting therefrom, except by and through the city. In the event an applicant loses the ability to control the space allotted because of a loss of the lease, or a decision is made not to use the square footage allotted to such applicant, the space so allotted shall be deemed forfeited. The city development director, shall advise the applicant in writing of the forfeiture of the space.