A G E N D A

REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD March 13, 2017
AT 5:30 PM REVISED AGENDA -REVISED AGENDA -REVISED AGENDA
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

1. Arts Moment - March 2017

PROCLAMATIONS

2. LEGAL AID SOCIETY OF THE MARTIN COUNTY BAR ASSOCIATION DAY - April 15, 2017

PRESENTATIONS

3. Certificate of Recognition of the 30th Anniversary of Stuart Main Street Recipient: Michael Houston

4. March is "Procurement" Month - A Presentation by Lenora Darden, City Procurement Manager

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

5. (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)

6. MINUTES OF 02/13/2017, 02/27/2017 CCM AND 02/27/2017 SCM ATTY-CLIENT FOR APPROVAL. (RC)

7. RESOLUTION No. 13-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AWARD RFP NO. 2016-162, PERFORMANCE APPRAISAL SOFTWARE MANAGEMENT SYSTEM TO THE TOP RANKED FIRM, CORNERSTONE ONDEMAND OF SANTA MONICA, CALIFORNIA, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (RC)

8. RESOLUTION No. 29-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RECOGNIZING THE SATISFACTION OF THE INTER-FUND LOAN BETWEEN THE PROPERTY MANAGEMENT FUND AND THE GENERAL FUND FOR THE PURCHASE OF THE "DOCKSIDE" PROPERTY, AND ESTABLISHING A RENEWAL AND REPLACEMENT RESERVE IN THE PROPERTY MANAGEMENT FUND. (RC)

9. RESOLUTION No. 32-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE USE OF FACSIMILE SIGNATURES ON CHECKS ISSUED BY THE CITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (RC)

10. RESOLUTION NO. 34-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE COMMUNITY SERVICES DIRECTOR TO APPLY FOR AND, IF SUCCESSFUL, DESIGNATE THE RECREATION MANAGER TO EXECUTE THE GRANT, AND SUBSEQUENTLY APPROVE THE EXPENDITURE OF THE GRANT FUNDS FROM THE WALMART FOUNDATION, 2017 HEALTH OUT-OF-SCHOOL TIME GRANT, TO ASSIST IN FUNDING THE COMMUNITY AND AFTER SCHOOL PROGRAM FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES. (RC)

11. RESOLUTION No. 35-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, OPPOSING HOUSE BILL 13 RELATING TO COMMUNITY REDEVELOPMENT AGENCIES.

END OF CONSENT CALENDAR

COMMISSION ACTION

12. PETITION FOR SPEED TABLES ALONG NW NORTH RIVER DRIVE.

13. REOLUTION No. 33-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, OPPOSING HOUSE BILL 17 AND SENATE BILL 1158 WHICH PREEMPT LOCAL BUSINESS REGULATIONS TO THE STATE AND PROHIBIT LOCAL GOVERNMENTS FROM IMPOSING OR ADOPTING ANY NEW REGULATIONS ON BUSINESSES UNLESS EXPRESSLY AUTHORIZED BY THE STATE LEGISLATURE. (RC)

14. THIS IS A "PLACE HOLDER' FOR ANY ACTIONS TO BE TAKEN BY THE CITY COMMISSION REGARDING BILLS TO COME BEFORE THE FLORIDA LEGISLATURE DURING THE 2017 GENERAL SESSION.

15. RESOLUTION No. 31-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF WORK ORDER NO. 2015-156-WO5, ST. LUCIE SEWER BASIN TO THE LOWEST, MOST RESPONSIVE RESPONSIBLE BIDDER, FELIX ASSOCIATES OF FLORIDA, INC., OF STUART, FLORIDA, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (RC)

ORDINANCE FIRST READING

16. ORDINANCE NO. 2351-2017; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING SECTIONS 4-1 THROUGH 4-4, INCLUSIVE OF THE CITY OF STUART, FLORIDA CODE OF ORDINANCES TO CLARIFY AND FURTHER REGULATE ALCOHOLIC BEVERAGES WITHIN THE CITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY;

PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE SECOND READING

17. ORDINANCE No. 2344-2017; AN 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, 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)

18. 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)

DISCUSSION AND DELIBERATION

ADJOURNMENT

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 3/13/2017 **Prepared by:** jchrulski

Title of Item:
March Arts Moment: Pentecostal Church of God Acapella Trio and also artist L.S. Finch

Summary Explanation/Background Information on Agenda Request:
The Arts Moment this month will feature two unique presentations:

1. Pentecostal Church of God Acapella Trio (Pastor Gore's Church) will provide a vocal exhibition for the Commission and the public.

2. L.S. Finch, an artist with work on display at the Court House Cultural Center in the current "connect:disconnect" exhibition will provide an art piece for display. She will be introduced by the Art Council volunteer/board member Gallery CHair, Neil Capozzi, who will also give an overview of the show.

Funding Source:
n/a

Recommended Action:
No action required. Enjoy the presentation!

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 3/13/2017 **Prepared by:** Ryanne Cavo

Title of Item:
LEGAL AID SOCIETY OF THE MARTIN COUNTY BAR ASSOCIATION DAY - April 15, 2017

Summary Explanation/Background Information on Agenda Request:
The Martin County Bar Association will hold a 5K "Race to the Courthouse" on Saturday, April 15 through downtown Stuart to raise proceeds in order to increase funding for legal services for those who cannot afford it in Stuart and the County and we give recognition to the many contributions of the Legal Aid Society of Martin County in legal aid to the needy and underprivileged of our community, and thank the members of the Martin County Bar Association for their pro bono work on behalf of the community and for hosting the MCBA 5K "Race to the Courthouse" to raise money for legal aid in Stuart and Martin County.

Funding Source:
N/A

Recommended Action:
Issue the Proclamation

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation	3/2/2017	Proclamation

PROCLAMATION
LEGAL AID SOCIETY OF THE MARTIN COUNTY BAR ASSOCIATION DAY
APRIL 15, 2017

WHEREAS, the Legal Aid Society of the Martin County Bar Association, Inc. is a Section 501(c)(3) corporation, comprised of local attorney members of the Martin County Bar Association, was organized in 1992 by Stuart attorneys Jane Cornett, Stephen Fry, Noreen Dryer, F. Shields McManus, Steven Page, Walter Woods, and Richard Kibbey, in order to deliver legal services to the poor of Stuart and the surrounding communities in Martin County and the Legal Aid Society has ensured the delivery of high-quality legal services to the lower income and disadvantaged persons of our community for 25 years; and

WHEREAS, the Legal Aid Society, led by Jane Cornett since 1992, has recently partnered with Florida Rural Legal Services, Inc., to retain an attorney to focus specifically on legal aid for those who most need it but cannot afford it in our community, and the Legal Aid Society intends to fund that position and grow its operations in part by placing that attorney in the Martin County Courthouse here in Stuart for a portion of each week so as to be available to the community who most need this legal assistance; and

WHEREAS, the Martin County Bar Association will hold a 5K "Race to the Courthouse" on Saturday, April 15 through downtown Stuart to raise proceeds in order to increase funding for legal services for those who cannot afford it in Stuart and the County and we give recognition to the many contributions of the Legal Aid Society of Martin County in legal aid to the needy and underprivileged of our community, and thank the members of the Martin County Bar Association for their pro bono work on behalf of the community and for hosting the MCBA 5K "Race to the Courthouse" to raise money for legal aid in Stuart and Martin County.

NOW, THEREFORE, I, Tom Campenni, as Mayor of the City of Stuart, Florida do hereby proclaim April 15, 2017 as "**LEGAL AID SOCIETY OF THE MARTIN COUNTY BAR ASSOCIATION DAY**" in the City of Stuart, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 13th day of March, 2017.

_____

TOM CAMPENNI
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 3/13/2017 **Prepared by:** Ryanne Cavo

Title of Item:
Certificate of Recognition of the 30th Anniversary of Stuart Main Street Recipient: Michael Houston

Summary Explanation/Background Information on Agenda Request:
Stuart Main Street is recognized and thanked for thirty years of contributions to the economy and environment of Martin County through improving the Stuart community.

Funding Source:
N/A

Recommended Action:
Issue the Certificate.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Certificate of Appreciation	3/8/2017	Presentation

CERTIFICATE OF Recognition

of the 30th anniversary of stuart main street

WHEREAS, the Florida Secretary of State, Division of Historic Resources designated Stuart Main Street as a Florida Main Street Community in March of 1987; and

WHEREAS, Stuart Main Street is the designated entity whose mission is to preserve, maintain and improve the historic downtown district of Stuart and significant historic properties while promoting goals of education and advocacy of the district's architecture, history, environment and culture; and

WHEREAS, Stuart Main Street has received state and local awards for best management practices for design, promotions, economic development, and educational programs, enhancing the awareness of this special community and attracting visitors; and

WHEREAS, Stuart Main Street continues to market and educate people about our unique resources and history through innovative and popular events such as *Dancin' in the Streets*, *Rock'n Riverwalk*, *Hobgoblins on Main Street*, and the *Christmas on Main Street* tree lighting festival; and

WHEREAS, Stuart Main Street and collaborating partners developed and implemented economic and design initiatives to encourage a vibrant downtown while preserving our Old Florida experience while assisting new businesses and promoting existing businesses and tourism; and

Stuart Main Street is recognized and thanked for thirty years of contributions to the economy and environment of Martin County through improving the Stuart community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 13th day of March, 2017.

_____

TOM CAMPENNI

MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 3/13/2017 **Prepared by:** Lenora Darden

Title of Item:
March is "Procurement" Month - A Presentation by Lenora Darden, City Procurement Manager

Summary Explanation/Background Information on Agenda Request:
A brief slide show narrative of the core responsibilities of the Procurement and Contracting Services Division as it relates to Property Management, Risk Management, and Procurement.

Funding Source:
n/a

Recommended Action:
Enjoy the Presentation

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Draft Presentation	3/7/2017	Presentation

MARCH IS PROCUREMENT MONTH

Time to celebrate with pride the role of the Public Procurement Profession.

Mission

The procurement vision is committed to the fair, equitable, and timely acquisition of goods and services for the City of Stuart. Using technology, competition, and best practices, we strive to bring the greatest value to the City and it's citizens in an efficient and cost effective manner.

Purpose

* ***Obtain "Best Value" through the Competitive Process***
* ***Dedicated to providing fair and equitable treatment to our internal and external customers***
* ***Assure the Citizens of the City of Stuart receive the best value for every tax dollar spent***

City of Stuart Procurement and Contracting Division is responsible for:

Property Management

Risk Management

Procurement

Property Management

Making the City better, one answer at a time

- ***Our goal is to provide excellent customer service, efficiency and quality***
- ***We manage City owned properties; rentals, sales, license and lease agreements***

Risk Management

* ***Determine liability and minimize exposure:***
  * ***Vehicle Accidents***
  * ***Property Damage & Hazards***
  * ***Slip and Falls***
  * ***Insurance limits to mitigate risk***
  * ***Subrogation and restitution of claims***

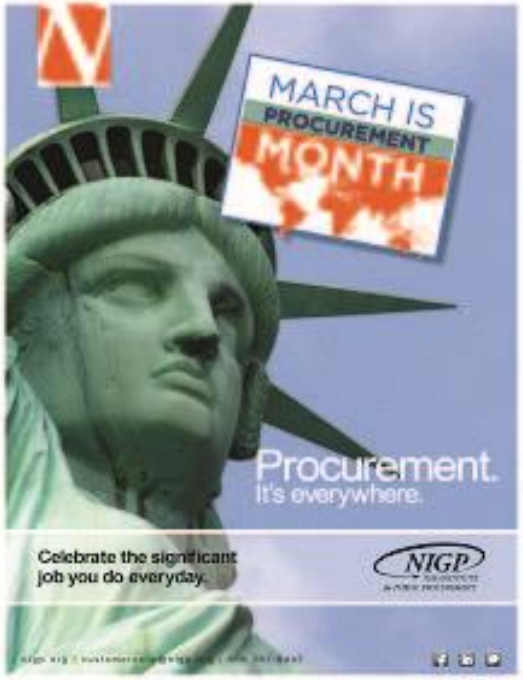
What is Public Procurement?

* ***Public Procurement may be defined as the Government's activity of purchasing the goods and services which it needs to carry out its functions***
* ***Public Procurement process comprises three key Phases:***

Procurement Planning → Procurement Process → Contract Management

The Procurement Cycle

The Procurement Cycle is the sequence of events that defines procurement procedures from "cradle to the grave" for goods and services

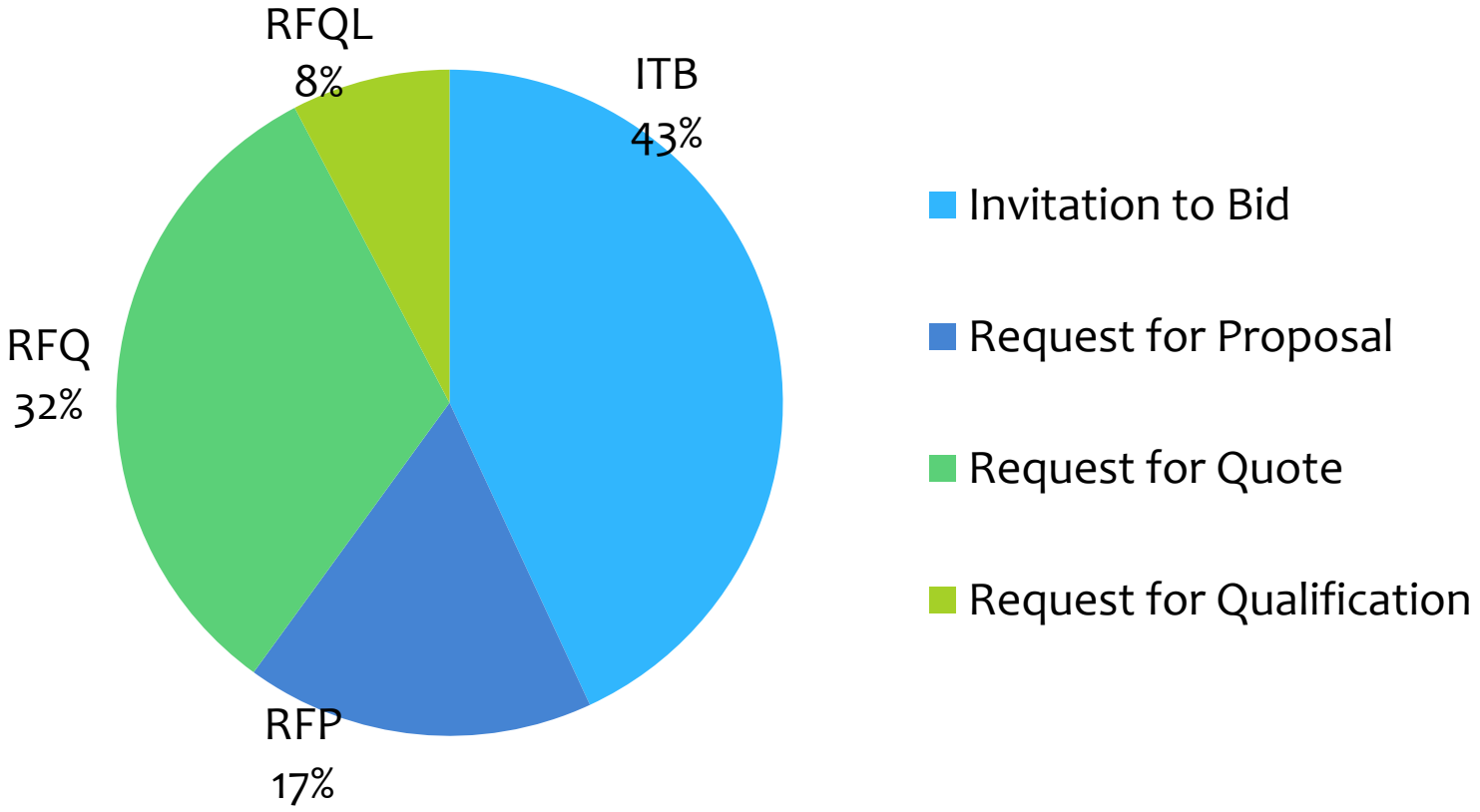


Public Procurement. It's everywhere.

* *It is likely someone served as the Pharaoh's purchasing agent to buy stone for the pyramids. (actually the first form of concrete)*
* *The continental Congress awarded commission to individuals to purchase everything necessary to support the Revolution against the British Empire*
* *Court cases as early as 1823 established the authority of the Government to contract*

Solicitations

Solicitation by type (5-year time span)



Cost Savings

Since 2015, Procurement has collected almost ***$40,000.00*** from subrogation of risk and cost comparisons of solicitations

Lenora Darden, Procurement Manager
Alaina Knofla, Procurement Specialist

APPROVAL SUPPLIERS ITB Sole Source Provider
RFQ Request For Proposals Contracts
quote PROCUREMENT
Solicitations award Request For Quotations RFP Central
Purchase orders BID evaluation Supplier
Leased Properties Incident Reports Database

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 3/13/2017 **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.
Unfortunately, despite accurate instructions, the applicant installed notification signs that were not of the proper size. Further, their location was not readily visible to the Public. Accordingly, upon again mailing notices to property owners within 300 feet and properly posting the site, the LPA will re-hear this item on April 20, 2017. Staff anticipates first reading of the item on April 24, 2017 and second reading on May 8, 2017.

CITY MANAGER'S NOTE: So, this is a complete "Re-Do" all the way back to the LPA approval. I've only seen this situation once in my career, but a town decided to approve a development even with a minor "notice" defect, and the project was challenged in court, and the court said that it would have to go all the way back through the LPA and Town Council. By that time, the project was mostly built and a new Town Council declined to approve the project. It was very expensive for everyone!

Funding Source:
N/A

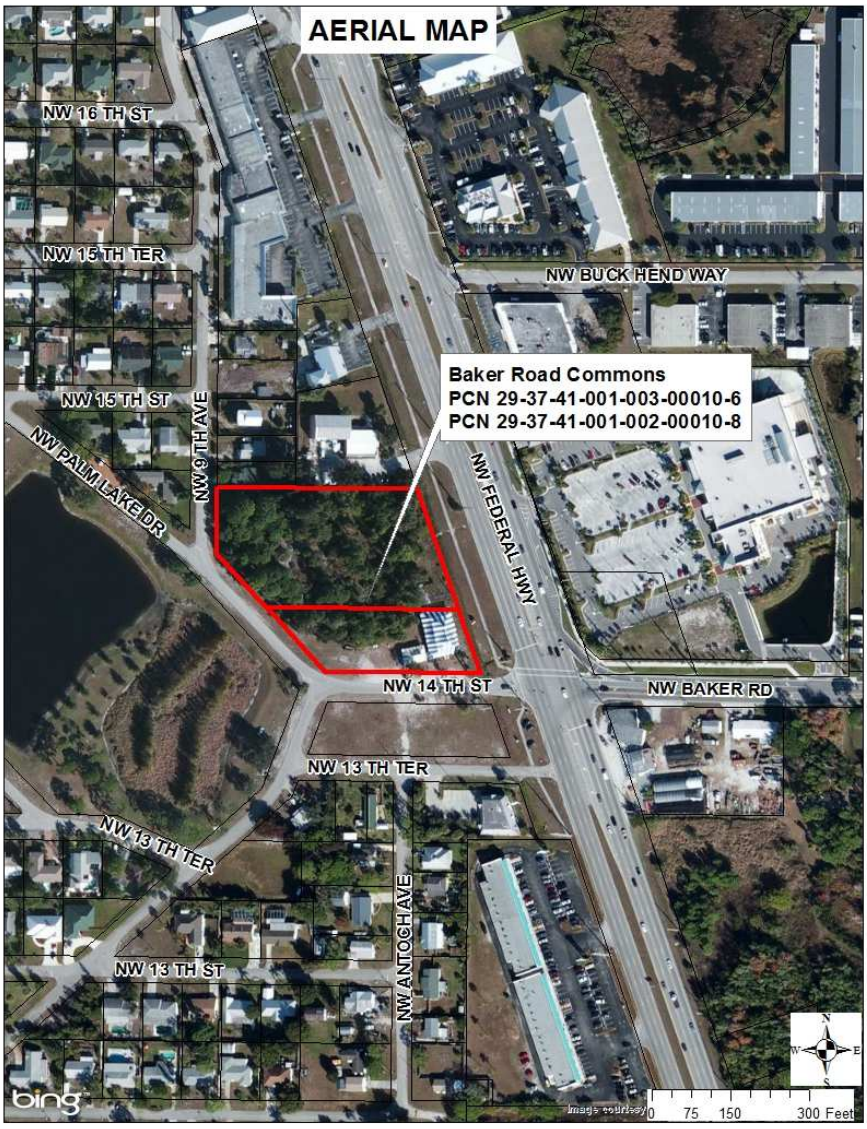
Recommended Action:
Motion to allow the Applicant to reapply upon proper notice to the public and neighbors.

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 14th 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		
Property Size (area)		+/- 3.02 acres (2 Parcels)
Present Use		Undeveloped
Subject Property Land Use		Commercial
Adjacent Future Land Use designation	*North*	Martin County – Commercial/Office/Residential & Low Density
	South	Martin County – Commercial Limited
	East	City – Commercial
	West	Martin County – Recreational and Low Density
Subject Property Zoning		CPUD
Adjacent Zoning District	*North*	Martin County – COR-1 Commercial Office/Residential & R02B Single-Family Residential
	South	Martin County – LC (Limited Commercial)
	East	City – CPUD (Commercial Planned Unit Development)
	West	Martin County – R-2B (Single-Family Residential)
Proposed Use		Commercial – Hotel
City Approvals		Fire Department – Approved Public Works – Comments are in progress Police Department – Approved
Brief Explanation		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.
Staff Recommendation: 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.

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:

	YES	NO	ABSENT
THOMAS F. CAMPENNI, MAYOR			
TROY MCDONALD, VICE MAYOR			
KELLI GLASS LEIGHTON, COMMISSIONER			
JEFFREY A. KRAUSKOPF, COMMISSIONER			
EULA CLARK, COMMISSIONER			

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

Ordinance 2343-2017
Baker Road Commons
CPUD Amendment

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN 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:

_____ By:_____

Print Name: _____

_____

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

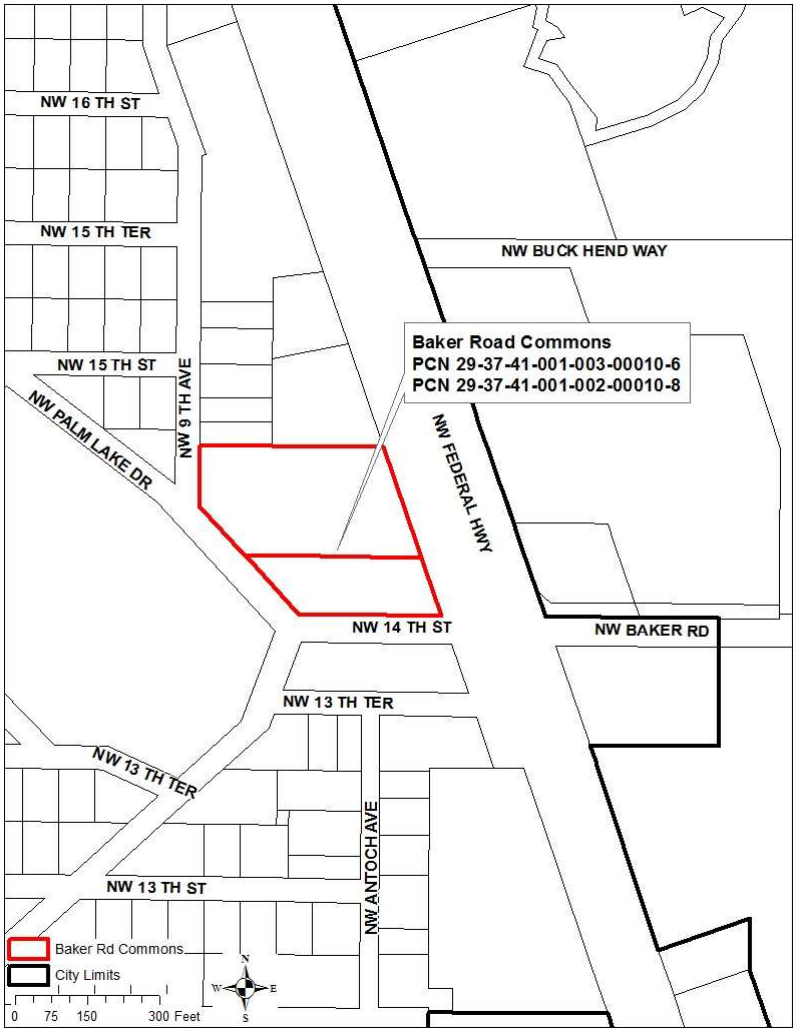


EXHIBIT B – DEVELOPMENT CONDITIONS

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.

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.

PRESERVE AREA

HOTEL

POOL

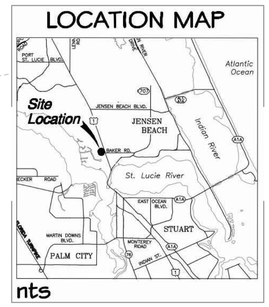
PORTE CHOCHERE

BIKE RACK (SEE DETAIL)

PROP. DUMPSTER

PROP. 8' CONC. WALK

LOCATION MAP



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
ITOTAL 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.

DATE	BY	REVISIONS

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

SITE PLAN

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

SP-1

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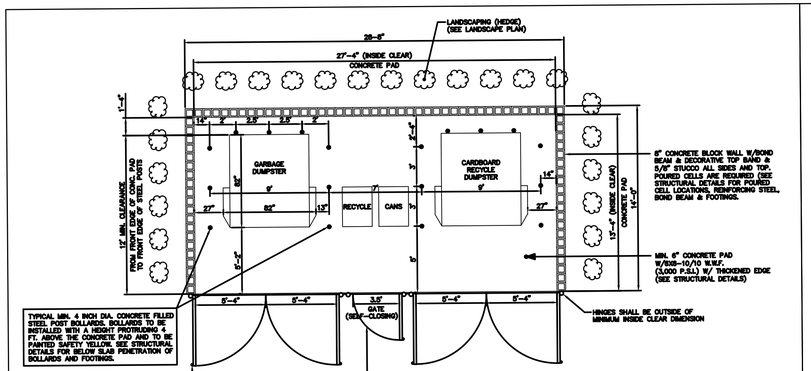
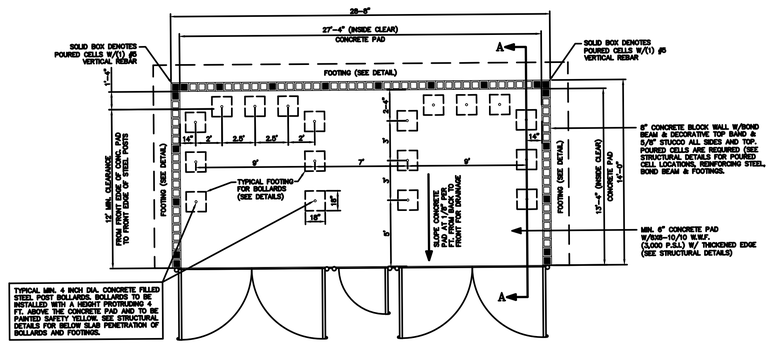
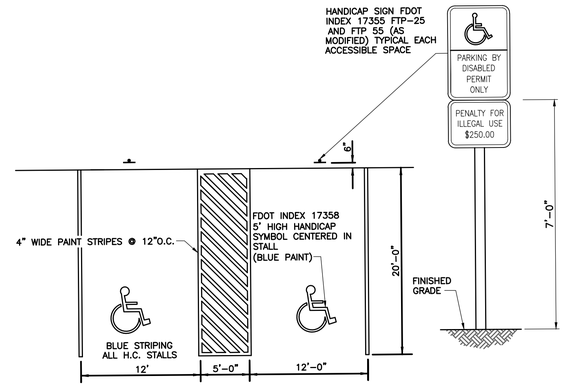


CITY OF STUART DUMPSTER ENCLOSURE – SITE DETAIL
DOUBLE DUMPSTER w/ RECYCLING
N.T.S.

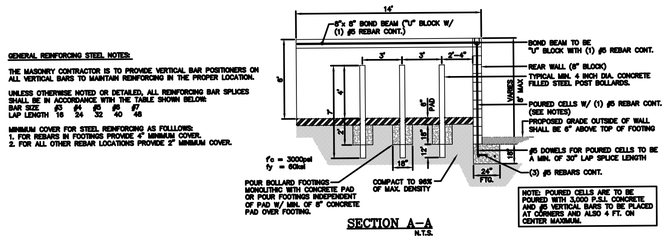


CITY OF STUART DUMPSTER ENCLOSURE – STRUCTURAL PLAN
DOUBLE DUMPSTER w/ RECYCLING
N.T.S.



HANDICAP PARKING DETAIL
N.T.S.

DD-1A



GENERAL REINFORCING STEEL NOTES:

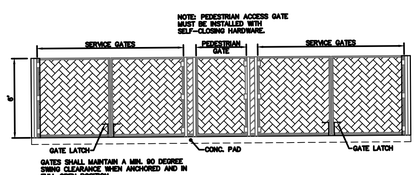
THE MASONRY CONTRACTOR IS TO PROVIDE VERTICAL BAR POSITIONERS ON ALL VERTICAL BARS TO MAINTAIN REINFORCING IN THE PROPER LOCATION.

UNLESS OTHERWISE NOTED OR DETAILED, ALL REINFORCING BAR SPLICES SHALL BE IN ACCORDANCE WITH THE TABLE SHOWN BELOW

BAR SIZE	#3	#4	#5	#6	#7
LAP LENGTH	16	24	32	40	48

MINIMUM COVER FOR STEEL REINFORCING AS FOLLOWS:
1. FOR REBARS IN FOOTINGS PROVIDE 4" MINIMUM COVER.
2. FOR ALL OTHER REBAR LOCATIONS PROVIDE 2" MINIMUM COVER.

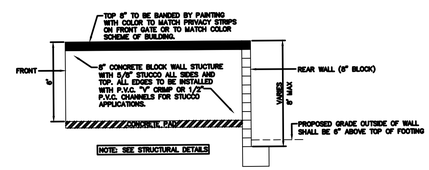
SECTION A-A
N.T.S.



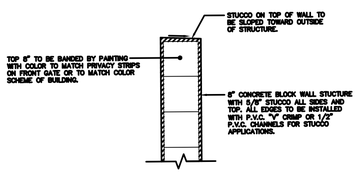
FRONT VIEW WITH GATES
N.T.S.

DD-4

DD-2

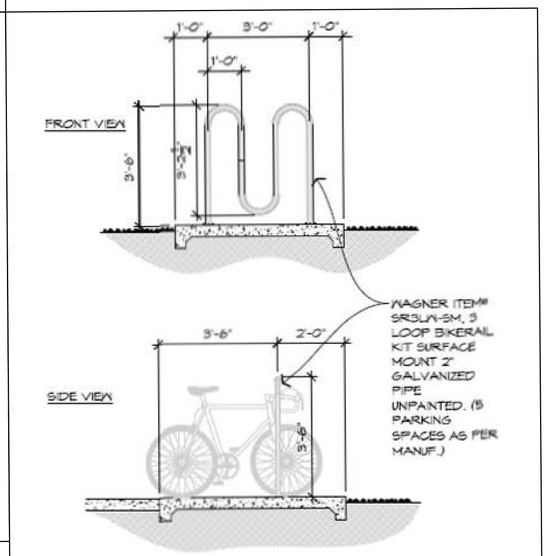


SIDE VIEW DETAIL WITH ARCHITECTURAL ELEMENTS
N.T.S.



STUCCO DETAIL
N.T.S.

DD-3



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DATE	BY	REVISIONS

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

SITE PLAN DETAILS

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

D-1

Baker Road Commons

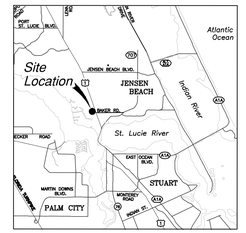
US Hwy#1/NW 20th Street, Stuart, Florida

LA.1 Landscape Plan

LPLA

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

LOCATION MAP



nts

0 10 20 40

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

SCALE: 1" = 20'-0"

PRESERVE: EXISTING VEGETATION TO REMAIN (TYP.)

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.

HOTEL

POOL

PINE STRAW MULCH (TYP.)

CONCRETE SIDEWALK, 8' WIDE

SIGN

DUMPSTER PAD

LIMIT OF EX. UPLAND LINE

5' FENCE

LOT 3 BLOCK 3

LOT 1 SAUERS & ZILMER MINOR PLAT 1 PLAT BOOK 6, PAGE 27 MARTIN COUNTY, FLORIDA.

NW NINTH AVENUE (50' R/W)

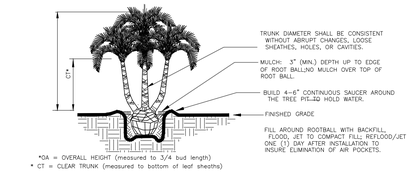
NW PALM LAKE DRIVE (60' R/W)

NW 20th STREET (60' R/W)

NW FEDERAL HIGHWAY (AKA U.S. #1) (200' R/W)

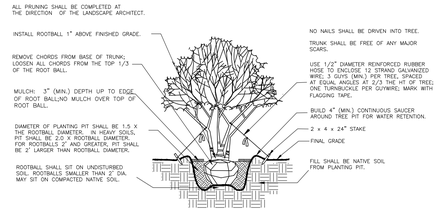
PLANT LIST

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"	16' 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.1	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 'DENSA'	SLASH PINE VAR. "DENSA"	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.1	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; ST'GG'R'D HDS.; 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 HDS.;B/B.
WR	30	WASHINGTONIA ROBUSTA	WASHINGTON PALM	10 -16' CT; ST'GG'R'D HDS.; 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 'PRINGLES'	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.



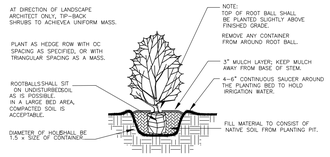
SLENDER MULTI-TRUNK PALM TREE PLANTING

N.T.S.



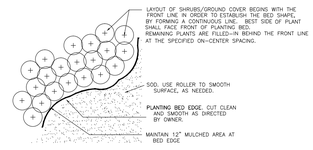
MULTI-TRUNK TREE STANDARD

N.T.S.



STANDARD SHRUB PLANTING

N.T.S.



SHRUB AND GROUND COVER LAYOUT

N.T.S.

SITE	131,343	3.02	100%
IMPERVIOUS	74,725	1.72	57 %
PERVIOUS	56,869	1.30	43 %

Landscape Data

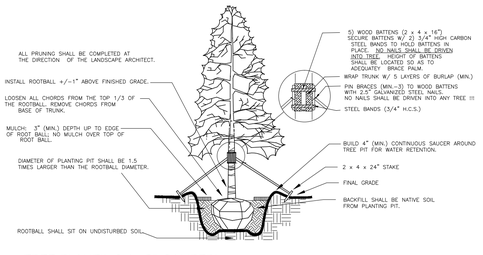
Total Area	**3.02 Ac.**
Trees required (3.02 Ac x 43,560/2500 = 52.62 = 53	**53**
Trees supplied	**88**
Shade trees required (53 x 50% = 26.5 = 27)	**27**
Shade trees supplied	**61**
Landscape area required (3.02 x 20% = 0.60 Ac.,per 6.06.03,B.1.)	**0.60 Ac.**
Landscape area supplied	**1.14 Ac.**
Interior trees required (0.60 x 50% = 0.30 Ac x 43,560/500 = 26.14 = 26 per 6.06.07, C.)	**26**
Interior trees supplied	**43**
Perimeter trees required (610LF/30LF = 20.33 = 20)	**20**
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

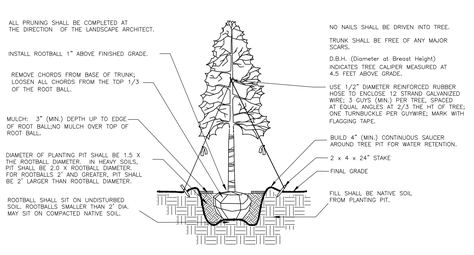
NOTES

- 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 warrantees 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.



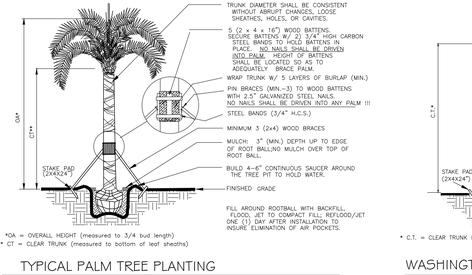
TREE PLANTING (>3" CALIPER)

N.T.S.



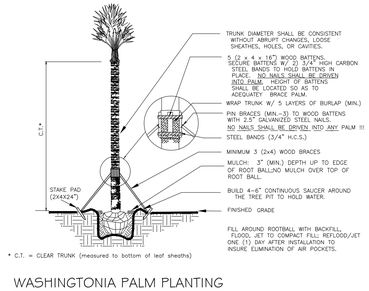
TREE PLANTING (1.5-3" DBH)

N.T.S.



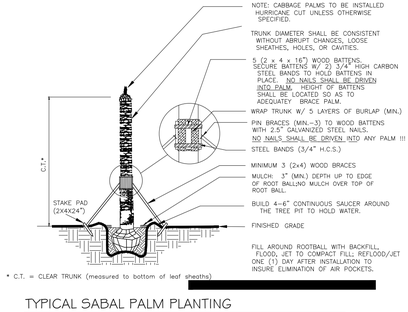
TYPICAL PALM TREE PLANTING

N.T.S.



WASHINGTONIA PALM PLANTING

N.T.S.



TYPICAL SABAL PALM PLANTING

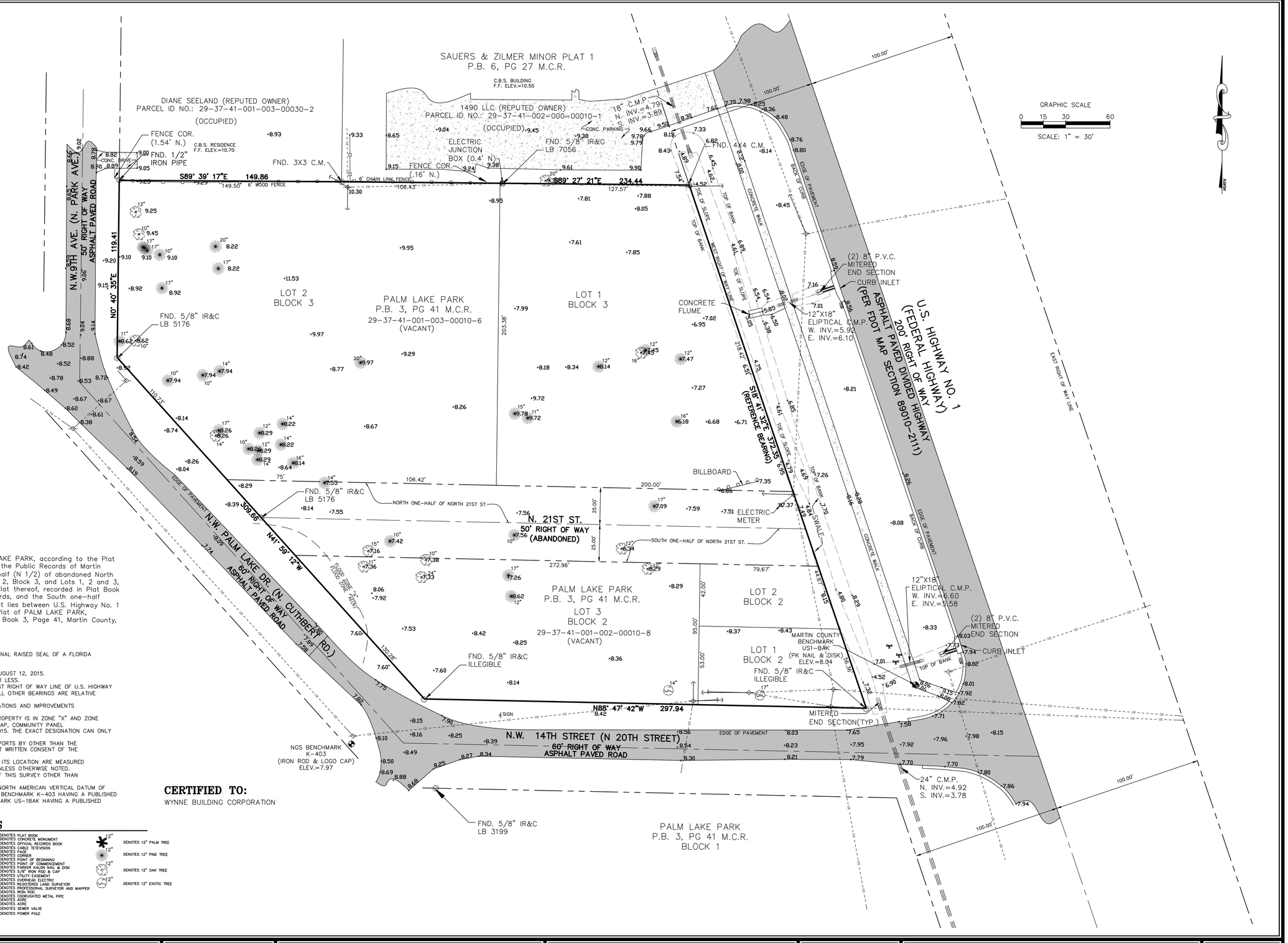
N.T.S.

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.2 Landscape Plant List/Details

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

SCALE: no scale



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'.

CERTIFIED TO:

WYNNE BUILDING CORPORATION

LEGEND & ABBREVIATIONS

CONC	DENOTES CONCRETE	P.B.	DENOTES PLAT BOOK
P.C.P.	DENOTES PERMANENT CONTROL POINT	C.M.	DENOTES CONCRETE MONUMENT
(P)	DENOTES PLAT DATA	O.R.	DENOTES OFFICIAL RECORDS BOOK
(C)	DENOTES CALCULATED FROM FIELD MEASUREMENTS	CATV	DENOTES CABLE TETEVISON
℄	DENOTES PROPERTY LINE	PG.	DENOTES PAGE
(M)	DENOTES MEASURED DATA	COR.	DENOTES CORNER
ID	DENOTES IDENTIFICATION NUMBER	P.O.B.	DENOTES POINT OF BEGINNING
⌀	DENOTES DIAMETER	P.O.C.	DENOTES POINT OF COMMENCEMENT
TOB	DENOTES TOP OF BANK	PK&D	DENOTES PARKER KALON NAIL & DISK
TYP.	DENOTES TYPICAL	IR&C	DENOTES 5/8" IRON ROD & CAP
FND.	DENOTES FOUND	U.E.	DENOTES UTILITY EASEMENT
L.B.	DENOTES LICENSED BUSINESS	O.E.	DENOTES OVERHEAD ELECTRIC
O.H.U.	DENOTES OVERHEAD UTILITIES	RLS	DENOTES REGISTERED LAND SURVEYOR
FPL	DENOTES FLORIDA POWER AND LIGHT	PSM	DENOTES PROFESSIONAL SURVEYOR AND MAPPER
AT&T	DENOTES AMERICAN TELEPHONE & TELEGRAPH	IR	DENOTES IRON ROD
CBS	DENOTES CONCRETE BLOCK STRUCTURE	CMP	DENOTES CORRUGATED METAL PIPE
S.F.	DENOTES SQUARE FEET	AC.	DENOTES ACRE
MON.	DENOTES MONUMENT	EOP	DENOTES ACRE
TCB	DENOTES TRAFFIC CONTROL BOX		DENOTES SEWER VALVE
			DENOTES POWER POLE

DENOTES 12" PALM TREE
DENOTES 12" PINE TREE
DENOTES 12" OAK TREE
DENOTES 12" EXOTIC TREE

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

Thomas P. Kiernan Date
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

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

BOUNDARY TOPOGRAHIC & 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

Baker Road Commons

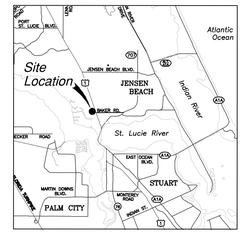
US Hwy#1/NW 20th Street, Stuart, Florida

LA.1 Landscape Plan

LPLA

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

LOCATION MAP



nts

0 10 20 40

PRESERVE: EXISTING VEGETATION TO REMAIN (TYP.)

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.

HOTEL

POOL

PINE STRAW MULCH (TYP.)

CONCRETE SIDEWALK, 8' WIDE

SIGN

DUMPSTER PAD

LIMIT OF EX. UPLAND LINE

5' FENCE

LOT 3 BLOCK 3

LOT 1 SAUERS & ZILMER MINOR PLAT 1 PLAT BOOK 6, PAGE 27 MARTIN COUNTY, FLORIDA.

NW NINTH AVENUE (50' R/W)

NW PALM LAKE DRIVE (60' R/W)

NW FEDERAL HIGHWAY (AKA U.S. #1) (200' R/W)

NW 20th STREET (60' R/W)

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

SCALE: 1" = 20'-0"

PLANT LIST

SYM	QTY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
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QV	21	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	14' x 5'; 3" DBH; SINGLE STRT. TRNK.; B/B.
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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)
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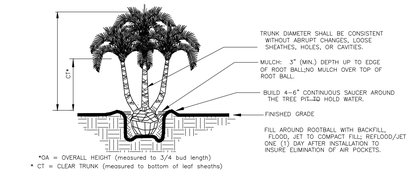
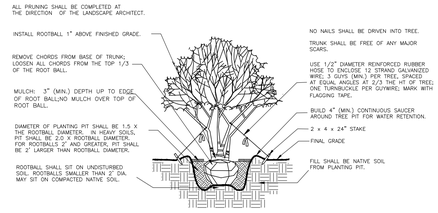
MAC	65	NEPHROLEPIS FALCATA	MACHO FERN	3-GAL; 24" OA; A.S.
PEN	13	PENNISETUM SETACUM 'ALBA'	WHITE FOUNTAIN GRASS	3-GAL; 24" X 18"; A.S.
PHI	88	PHILODENDON BIPINNATIFIDUM	PHILODENDRON SELLOUM	3-GAL; 36" OA; A.S.
PLU	44	PLUMBAGO CAPENSIS 'IMPERIAL BLUE'	"IMPERIAL BLUE" PLUMBAGO	3-GAL; 24" X 18"; A.S.
POD	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 'PRINGLES'	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.



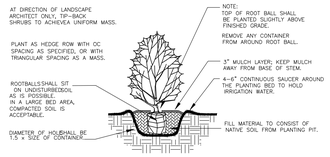
SLENDER MULTI-TRUNK PALM TREE PLANTING

N.T.S.



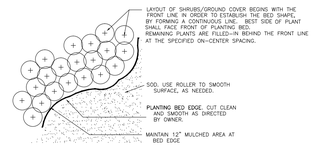
MULTI-TRUNK TREE STANDARD

N.T.S.



STANDARD SHRUB PLANTING

N.T.S.



SHRUB AND GROUND COVER LAYOUT

N.T.S.

SITE	131,343	3.02	100%
IMPERVIOUS	74,725	1.72	57 %
PERVIOUS	56,869	1.30	43 %

Landscape Data

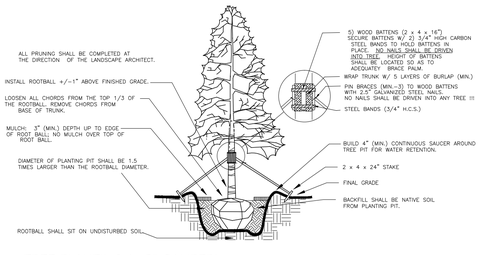
Total Area	**3.02 Ac.**
Trees required (3.02 Ac x 43,560/2500 = 52.62 = 53	**53**
Trees supplied	**88**
Shade trees required (53 x 50% = 26.5 = 27)	**27**
Shade trees supplied	**61**
Landscape area required (3.02 x 20% = 0.60 Ac.,per 6.06.03,B.1.)	**0.60 Ac.**
Landscape area supplied	**1.14 Ac.**
Interior trees required (0.60 x 50% = 0.30 Ac x 43,560/500 = 26.14 = 26 per 6.06.07, C.)	**26**
Interior trees supplied	**43**
Perimeter trees required (610LF/30LF = 20.33 = 20)	**20**
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

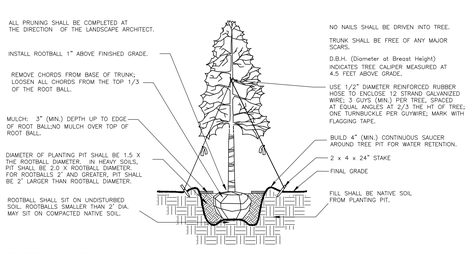
NOTES

- 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 warrantees 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.



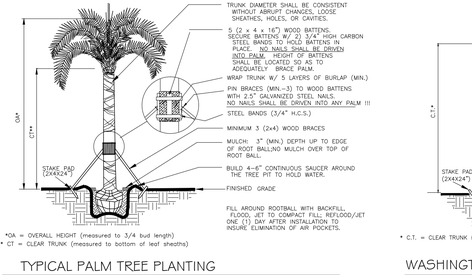
TREE PLANTING (>3" CALIPER)

N.T.S.



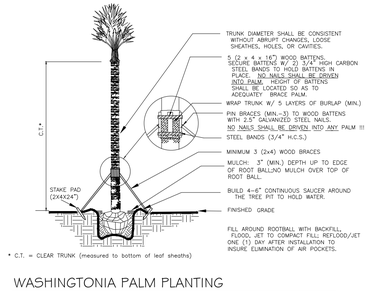
TREE PLANTING (1.5-3" DBH)

N.T.S.



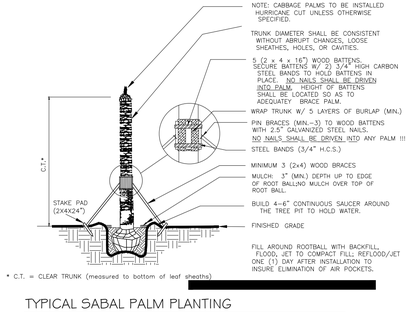
TYPICAL PALM TREE PLANTING

N.T.S.



WASHINGTONIA PALM PLANTING

N.T.S.



TYPICAL SABAL PALM PLANTING

N.T.S.

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.2 Landscape Plant List/Details

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

SCALE: no scale

Accessible Rm. Matrix

	ROOM TYPE	REQ'D COUNT	PROVIDED COUNT	REMARKS
	QUEEN ONE BEDROOM-ACCESSIBLE W/ ROLL-IN SHOWER	2	2	
	QUEEN ONE BEDROOM-ACCESSIBLE W/ ACCESSIBLE TUB	5	2	
	QUEEN STUDIO-ACCESSIBLE W/ ACCESSIBLE TUB		3	
TOTAL	-		7	

	ROOM TYPE	REQ'D COUNT	PROVIDED COUNT	REMARKS
	C.F. QUEEN STUDIO		4	ROOMS
	C.F. QUEEN STUDIO-CONNECTING	11	4	ROOMS
	C.F. QUEEN ONE BEDROOM		3	ROOMS
	C.F. QUEEN STUDIO-ACCESSIBLE	1	1	ROOM
TOTAL	-	12	12	

1. C.F. DENOTES ROOMS THAT HAVE COMMUNICATING FEATURES. ONE (1) COMMUNICATION FEATURE ROOM MUST ALSO BE ACCESSIBLE, BUT NO MORE THAN 10% OF ROOMS THAT COUNT TOWARDS THE REQUIRED C.F. TOTAL ROOM

Guest Room Count Breakdown

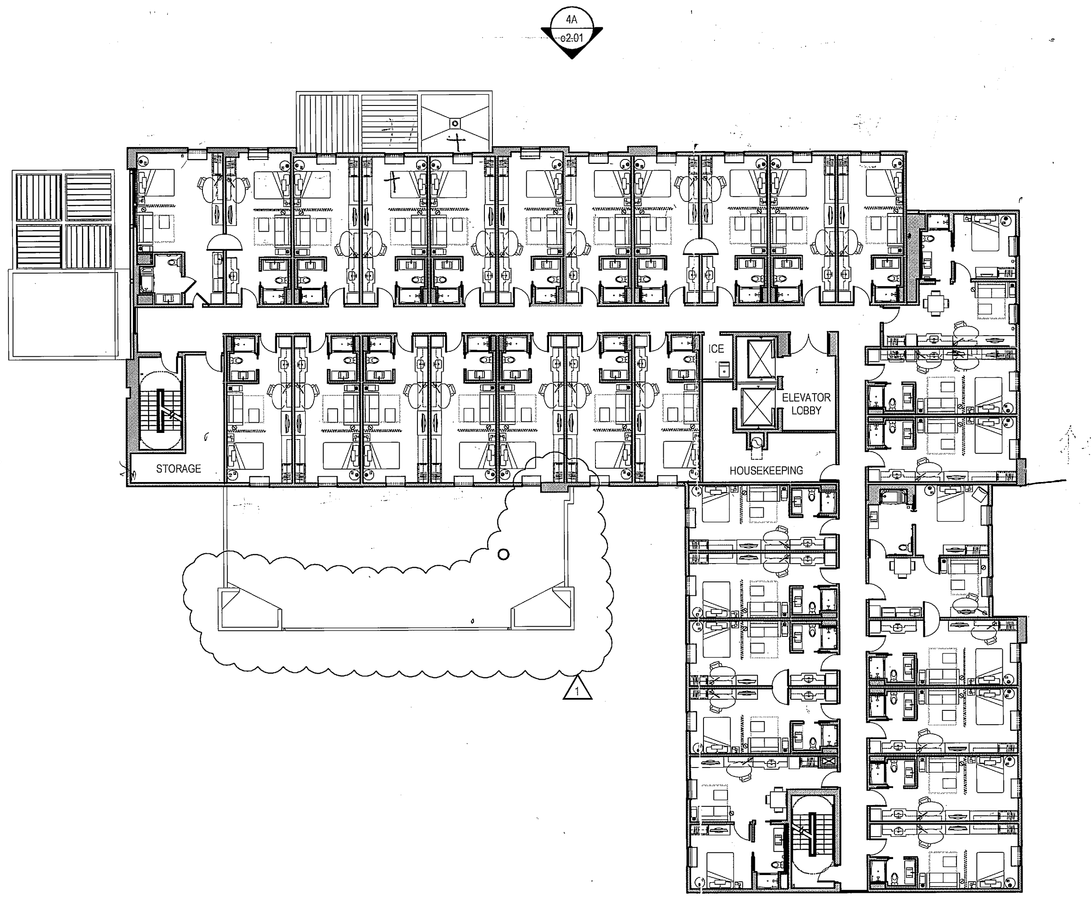
	GROUND FLR	2ND FLOOR	3RD FLOOR	4TH FLOOR	TOTAL
QUEEN STUDIO:	9	21	21	21	72
QUEEN ONE BEDROOM:	2	2	2	2	8
QUEEN STUDIO - ACCESSIBLE:	--	1	1	1	3
QUEEN ONE BEDROOM - ACCESSIBLE:	1	1	1	1	4
QUEEN STUDIO - CONNECTING:	5	6	6	6	23
	17	31	31	31	110

DISTRIBUTION OF THE ACCESSIBLE ROOMS TO INCLUDE OPTIONS FOR PREMIUM VIEWS WHEN PREMIUM VIEWS ARE AVAILABLE AT A SITE.

Building Area Statistics

AREA: 110 ROOM PROTOTYPE	UNIT	SF	HOTEL PROGRAM
GROSS AREA:			
GROUND LEVEL	1	16432	16432
UPPER LEVELS	3	14752	44256
TOTAL GROSS AREA			60688
GUEST ROOMS			
QUEEN STUDIO	72	323	23256
QUEEN ONE BEDROOM	8	491	3928
QUEEN STUDIO - CONNECTING	23	323	7429
QUEEN STUDIO - ACCESSIBLE	3	451	1353
QUEEN ONE BEDROOM - ACCESSIBLE	4	544	2176
SUBTOTAL GUEST ROOM	110		38142
GUEST ROOM SUPPORT			
GROUND LEVEL CORRIDOR	1	726	726
UPPER LEVEL CORRIDORS	3	1277	3831
MECHANICAL ROOM	1	368	368
HOUSEKEEPING	3	273	819
GENERAL STORAGE (UPPER LEVEL)	3	230	690
ICE (GROUND FLOOR)	1	24	24
ICE/VENDING (UPPER LEVEL)	3	47	141
STAIR #1 (GROUND LEVEL)	1	96	96
STAIR #1 (UPPER LEVEL)	3	149	447
STAIR #2 (GROUND LEVEL)	1	86	86
STAIR #2 (UPPER LEVEL)	3	139	417
ELEVATOR	4	145	580
ELEVATOR LOBBY (GROUND FLOOR)	1	193	193
ELEVATOR LOBBY	3	139	417
SUBTOTAL GUEST ROOM SUPPORT			8835
PUBLIC SPACE:			
ENTRY VESTIBULE 1	1	75	75
GATHERING ROOM	1	860	860
BREAKFAST SERVING COUNTER	1	252	252
COMMUNITY TABLE SEATING	1	254	254
ENTRY VESTIBULE 2	1	81	81
LUGGAGE CART STORAGE	1	29	29
PUBLIC LAUNDRY	1	81	81
WOMENS RESTROOM	1	56	56
MEN'S RESTROOM	1	56	56
PUBLIC CIRCULATION	1	841	841
RETAIL	1	75	75
SUBTOTAL PUBLIC SPACE			2660
PUBLIC SUPPORT:			
FRONT DESK	1	120	120
SALES OFFICE	1	169	169
MANAGER'S OFFICE	1	89	89
EMMPLOYEE BREAKROOM	1	208	208
EMPLOYEE WORK STATION	1	72	72
PBX ROOM	1	112	112
PANTRY	1	261	261
MECHANICAL ROOM 1	1	22	22
MECHANICAL ROOM 2	1	34	34
LAUNDRY	1	545	545
POOL EQUIPMENT & STORAGE	1	58	58
POOL MECHANICAL	1	170	170
ELEVATOR EQUIPMENT	1	114	114
STORE ROOM	1	128	128
SUBTOTAL PUBLIC SUPPORT			2102
RECREATIONAL FACILITIES:			
INDOOR (SALINE) POOL	1	1824	1824
FITNESS	1	526	526
SUBTOTAL RECREATIONAL			2150
TOTALS			
WALL SQUARE FOOTAGE			6799
TOTAL USEABLE SQUARE FOOTAGE			53889
TOTAL FLOOR AREA			60688

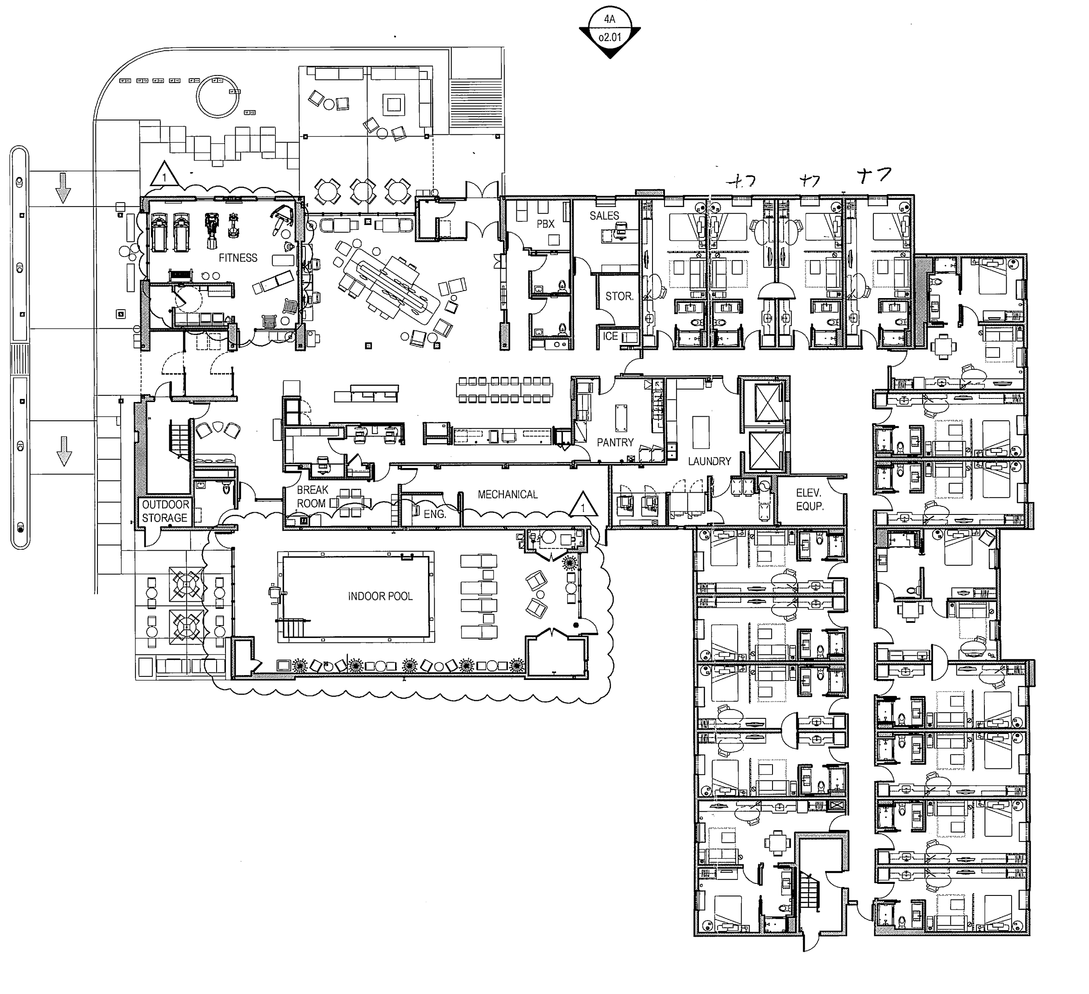
NOTE: ALL INTERIOR AREAS ARE CALCULATED TO FACE OF INTERIOR FINISH (DRYWALL).



11H / o2.01 TYPICAL GUEST LEVEL FLOOR PLAN (UPPER FLOOR PLAN INDICATED)
SCALE: 1/16" = 1'-0"
31 Rooms

4D / o2.01 EXTERIOR ELEVATION
SCALE: 1/16" = 1'-0"

4A / o2.01 EXTERIOR ELEVATION
SCALE: 1/16" = 1'-0"



11A / o2.01 L-SHAPED BUILDING FIRST FLOOR PLAN
SCALE: 1/16" = 1'-0"
17 Rooms

HOME2 SUITES BY HILTON

NORTH AMERICAN PROTOTYPE

EACH OWNER IS TO VERIFY WITH THE LOCAL CODE ENFORCEMENT AGENCY FOR ACCESSIBILITY OR BARRIER-FREE REQUIREMENTS. THE OWNER OF THE PROJECT CONTROLS THE ULTIMATE DESIGN AND CONSTRUCTION AND IS URGED TO SEEK APPROPRIATE COUNSEL TO ENSURE SUCH COMPLIANCE.

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ISSUE INFORMATION

VERSION 2.1: OCTOBER, 2012

△ REVISIONS

PROJECT INFORMATION

PROTOTYPE PACKAGE

SHEET INFORMATION

OPTIONAL L SHAPED BUILDING - PLANS AND ELEVATIONS

o2.01

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GIANGRANDE
Engineering & Planning
Consulting Civil Engineers

73 SW Flagler Avenue
Stuart, FL 34994
772.888.9076

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

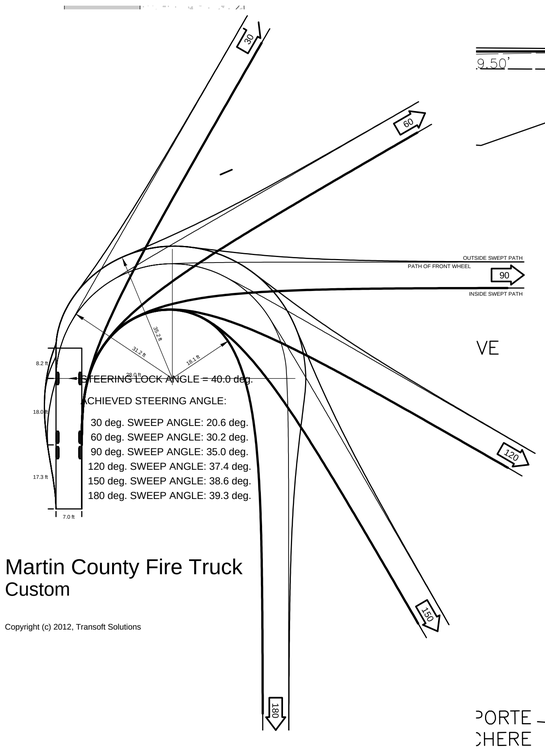
			AM			PM			ADT
ITE Code	Type	Amount	In	Out	Total	In	Out	Total	Total
826	Special Retail	10,250 SF	34	36	70	26	26	51	454
310	Hotel	80 rooms	31	23	54	27	29	56	343
	Pass-By Reduction	15%	(5)	(5)	(11)	(4)	(4)	(8)	(68)
		Total	**60**	**54**	**113**	**50**	**51**	**100**	**729**

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**

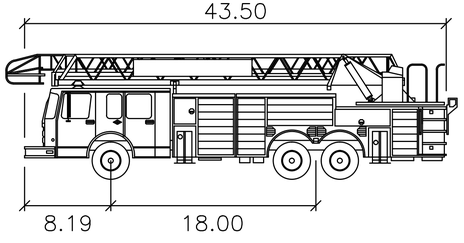
The revised trip generation provides a peak hour (PH) of 74 trips verses the 113 trips provided in the 2015 traffic report publication. The revised trip generation provides an Average Daily Trips (ADT) of 576 trips verses the 729 trips provided in the 2015 traffic report publication.

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



Martin County Fire Truck
Custom

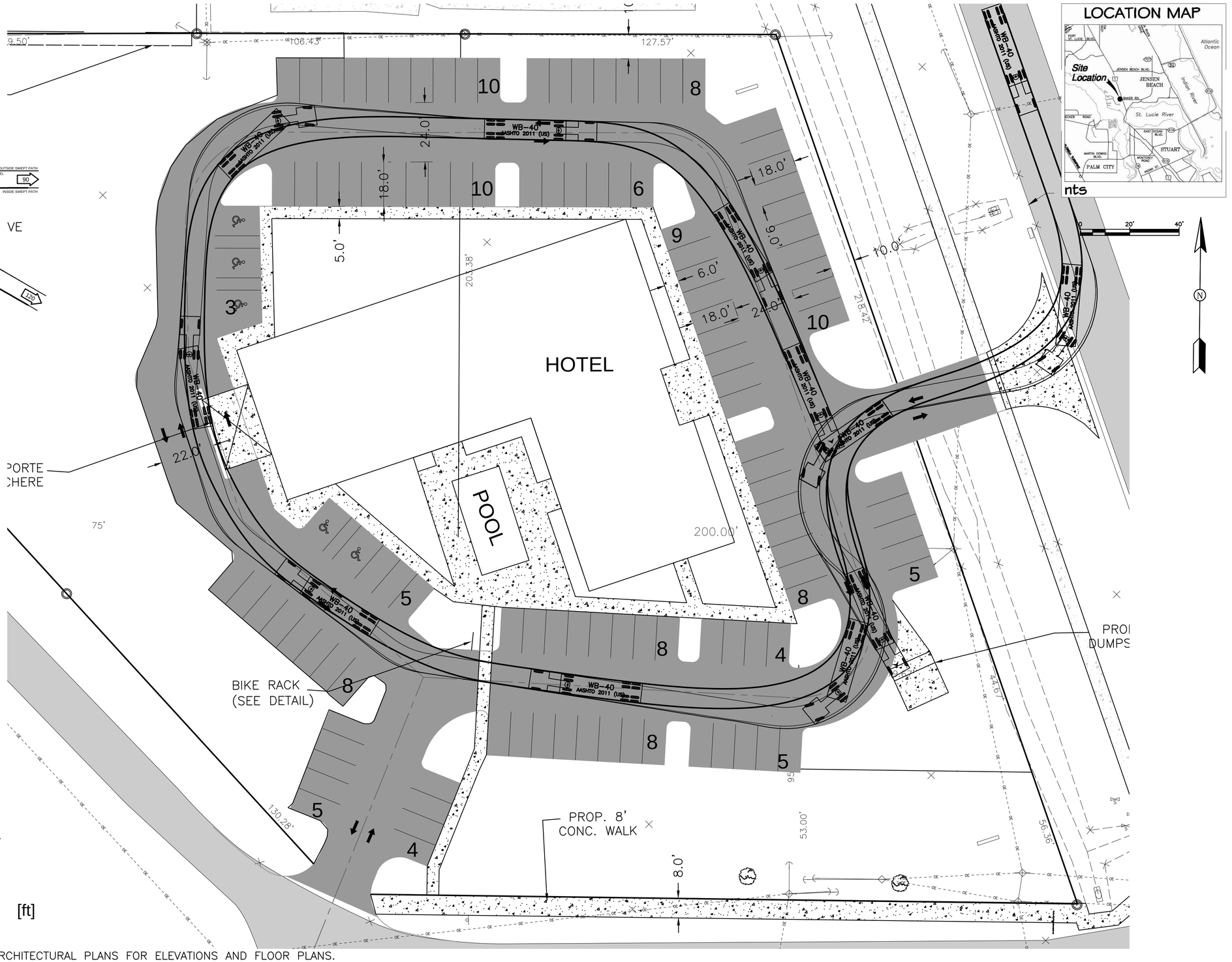
Copyright (c) 2012, Transoft Solutions



Martin County Fire Truck

	feet
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	BY	REVISIONS

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

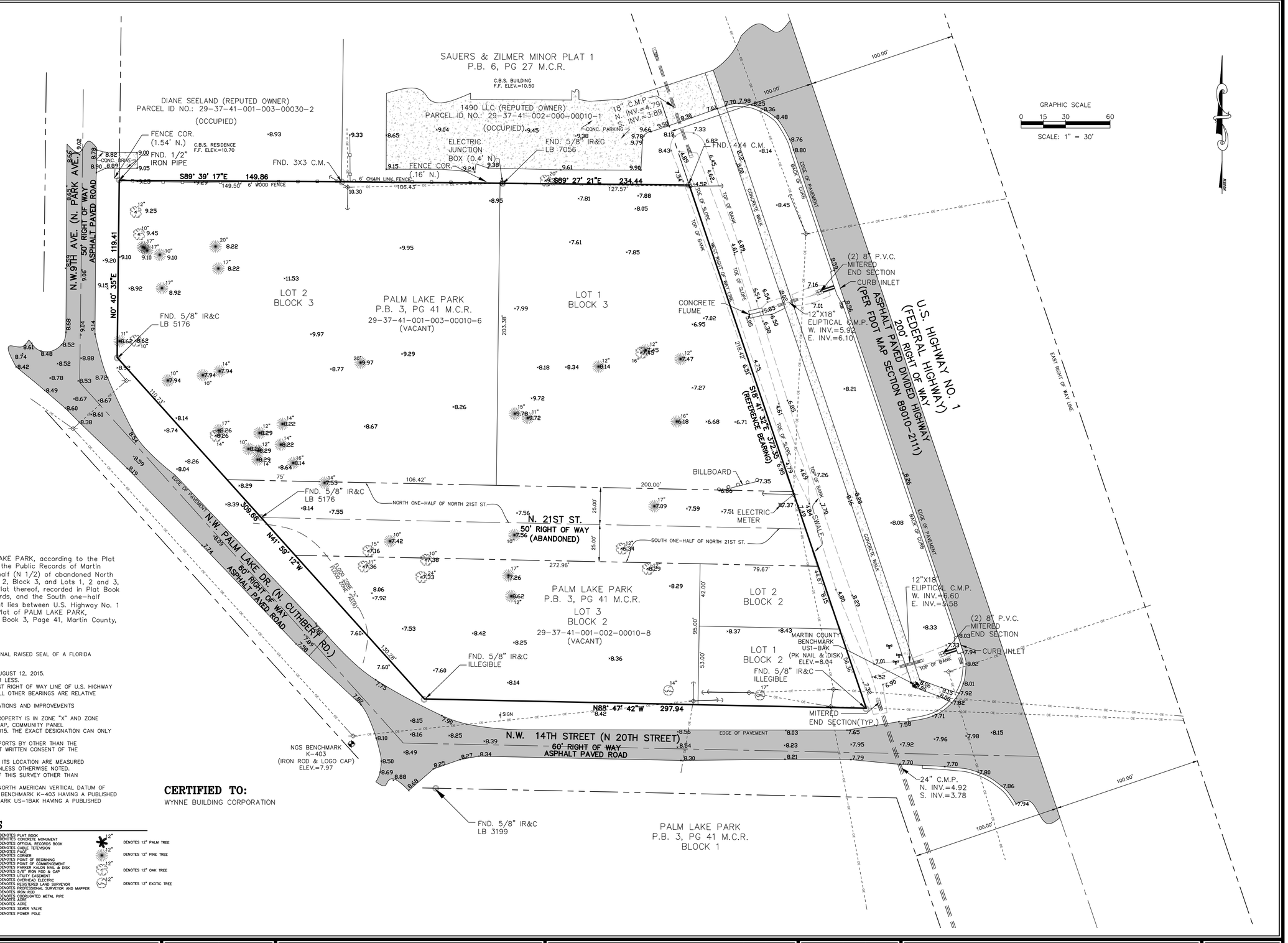
AUTOTURN EXHIBIT

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

Drawing Name: C:\GEP\GEP projects\2016\Hilton of Stuart\Design\Site Plan\Wynne Site Plan_GEP_2016.11.17_ja.dwg - Layout Name: autoturn - Plotted by: GEP4 - Date: 2/3/2017 - 2:26 PM - Holtz Consulting Engineers



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'.

CERTIFIED TO:

WYNNE BUILDING CORPORATION

LEGEND & ABBREVIATIONS

CONC	DENOTES CONCRETE	P.B.	DENOTES PLAT BOOK
P.C.P.	DENOTES PERMANENT CONTROL POINT	C.M.	DENOTES CONCRETE MONUMENT
(P)	DENOTES PLAT DATA	O.R.	DENOTES OFFICIAL RECORDS BOOK
(C)	DENOTES CALCULATED FROM FIELD MEASUREMENTS	CATV	DENOTES CABLE TETEVISON
℄	DENOTES PROPERTY LINE	PG.	DENOTES PAGE
(M)	DENOTES MEASURED DATA	COR.	DENOTES CORNER
ID	DENOTES IDENTIFICATION NUMBER	P.O.B.	DENOTES POINT OF BEGINNING
⌀	DENOTES DIAMETER	P.O.C.	DENOTES POINT OF COMMENCEMENT
TOB	DENOTES TOP OF BANK	PK&D	DENOTES PARKER KALON NAIL & DISK
TYP.	DENOTES TYPICAL	IR&C	DENOTES 5/8" IRON ROD & CAP
FND.	DENOTES FOUND	U.E.	DENOTES UTILITY EASEMENT
L.B.	DENOTES LICENSED BUSINESS	O.E.	DENOTES OVERHEAD ELECTRIC
O.H.U.	DENOTES OVERHEAD UTILITIES	RLS	DENOTES REGISTERED LAND SURVEYOR
FPL	DENOTES FLORIDA POWER AND LIGHT	PSM	DENOTES PROFESSIONAL SURVEYOR AND MAPPER
AT&T	DENOTES AMERICAN TELEPHONE & TELEGRAPH	IR	DENOTES IRON ROD
CBS	DENOTES CONCRETE BLOCK STRUCTURE	CMP	DENOTES CORRUGATED METAL PIPE
S.F.	DENOTES SQUARE FEET	AC.	DENOTES ACRE
MON.	DENOTES MONUMENT	EOP	DENOTES ACRE
TCB	DENOTES TRAFFIC CONTROL BOX		DENOTES SEWER VALVE
			DENOTES POWER POLE

DENOTES 12" PALM TREE
DENOTES 12" PINE TREE
DENOTES 12" OAK TREE
DENOTES 12" EXOTIC TREE

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

Thomas P. Kiernan Date
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

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

BOUNDARY TOPOGRAHIC & 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

GIANGRANDE
Engineering & Planning
Consulting Civil Engineers

73 SW Flagler Avenue
Stuart, FL 34994
772-888-9076

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	City/State/Zip Code: Port St Lucie, FL 34952
Title: Owner	Telephone Number:
Company: Wynne Building Corporation	Facsimile Number:
Company Address: 8000 South US-1, Suite 402	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	City/State/Zip Code: Stuart, FL 34994
Title: Principal	Telephone Number: 772.888.9076
Company: Giangrande Engineering & Planning	Facsimile Number:
Company Address: 73 SW Flagler Avenue	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.	City/State/Zip Code: Stuart, FL 34994
Title: Principal	Telephone Number: 772 888 9076
Company: Giangrande Engineering and Planning	Facsimile Number:
Company Address: 73 SW Flagler Avenue	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, 20 16.

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 say 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:3/13/2017 **Prepared by:**C White, City Clerk

Title of Item:
MINUTES OF 02/13/2017, 02/27/2017 CCM AND 02/27/2017 SCM ATTY-CLIENT FOR APPROVAL. (RC)
Summary Explanation/Background Information on Agenda Request:

Funding Source:
N/A
Recommended Action:
Approve Minutes

ATTACHMENTS:

	Description	Upload Date	Type
🗋	02/13/2017 CCM	3/1/2017	Attachment
🗋	02/27/2017 CCM	3/1/2017	Attachment
🗋	02/27/2017 SCM ATTY CLIENT	3/1/2017	Attachment

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
HELD February 13, 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

5:30 PM Roll Call.

Present: Mayor Campenni, Vice Mayor McDonald, Commissioner Clarke, Commissioner Krauskopf, Commissioner Glass Leighton.

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

PRESENTATIONS

5:31 PM 1. Arts Moment featuring vocalist Abelard Cesar.

Abelard Cesar sang “You Raised Me Up” by Josh Groban

5:37 PM 2. ArtsFest 2017 Summary - Nancy Turrell, Executive Director of The Arts Council of Martin County.

Nancy Turrell 30th Years of Arts Fest.

5:40 PM 3. Stuart Rotary Club
Paula Nicoletti and Stuart Rotary Club President, Andrew Sesta spoke briefly about a joint City and Rotary Club project for art in Memorial Park. Jim Chrulski, Community Services Director, gave a brief presentation on the sculpture project.

5:44 PM Motion: Action: Approve, Moved by Commissioner Krauskopf, Seconded by Vice Mayor McDonald.
Motion passed unanimously.

5:45 PM 2. American Automobile Assn. Appreciation Presentation
Kathleen Euler of the AAA Stuart Office presented Stuart Police staff Chief David Dyess, Corporal Brian Bossio, and Sergeant Heather Rothe with Certificates of Appreciation for the "I Got Caught Program".

5:46 PM COMMENTS BY CITY COMMISSIONERS

Commissioner Clarke announced that she went to the State of Martin County at Sandhill Cove and found it interesting and will provide the report.

Commissioner Glass Leighton printed article for all to read about Gov. Rick Scott being urged to declare a public health state of emergency about the heroin epidemic and asked the Board to submit a letter of recommendation in support of stating this declaration of emergency.

5:48 PM Motion: Asking City Manager to send a letter to Governor Rick Scott urging his support to declare a public health state of emergency. Action: Approve, Moved by Commissioner Glass Leighton, Seconded by Vice Mayor McDonald. Motion passed unanimously.

Commissioner McDonald commented on reviewing the tram routes and expansion of days/hours. Mayor Campenni requested a tram report and review in March. McDonald also stated that the Sailfish in Sailfish Circle looks faded and needs to be recoated. Suggests budgeting money each year for maintenance for the upkeep of the various art sculptures the City has been installing. McDonald passed out an article from Tampa Bay Times, "Speaker Corcoran threatens to sue Visit Tampa Bay over Financial Records" and commented on keeping out eye on tourism bed tax. In addition, he announced a subcommittee hearing is scheduled for next week for the SV10 Bill.

Commissioner Krauskopf – Happy Valentine's Day tomorrow!

Mayor Campenni commented that he was with the Florida League of Cities last week in Washington D.C.. He and Jim Chrulski, Community Services Director were there for FEMA Obligation Bonds, Flood Insurance, and Municipal Bond Interest.

5:58 PM COMMENTS BY CITY MANAGER

Pull Items #4 and #7. Move Item #4 to Item #9A.

City Manager Nicoletti commented that Martin MPO has hired a consultant to perform a FEC Railroad Grade Separation Feasibility Study. An Open House with staff and the consultant will be held at City Hall on February 28, 2017 from 4:00 to 7:00 p.m.

6:03 PM APPROVAL OF AGENDA

6:02 PM Motion: Approval of Agenda. Action: Approve, Moved by Commissioner Glass Leighton, Seconded by Commissioner Clarke.
Motion passed unanimously.

COMMENTS FROM THE PUBLIC (5 min. max)

6:03 PM CONSENT CALENDAR

3. Minutes of 01/23/17 CCM, 01/30/2017 SCM, 02/01/2017 SCM, for approval.

4. Clerk's Note: Item #4 pulled from Consent Calendar by City Manager and moved to Commission Action. Item #4 moved to Item #9A. RESOLUTION No. 12-2017

5. RESOLUTION No.14-2017 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE TRANSFER OF FUNDS FROM EMS GRANTS TO FIRE RESCUE EXPENDITURE ACCOUNTS, AS WELL AS, AUTHORIZING BUDGET AMENDMENT #06-2017 TO THE 2016-2017 GENERAL FUND; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS TO PROVIDE TRAINING FOR ADVANCED VEHICLE EXTRICATION; PROJECT NAME GIVME 2013 AND GIVME 2014 AND PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

6. RESOLUTION No. 25-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RECOMMENDING THE VISITING NURSE ASSOCIATION APPLICATION TO FLORIDA DEPARTMENT OF TRANSPORTATION TEMPORARY CLOSING OF A STATE ROAD PERMIT FOR THE 2017 STUART CHRISTMAS PARADE ROUTE; AND PRI=OVIDING FOR AN EFFECTIVE DATE.

6:03 PM END OF CONSENT CALENDAR

6:03 PM Motion: Approval of Consent Calendar, Action: Approve, Moved by Commissioner Krauskopf, Seconded by Vice Mayor McDonald.
Motion passed unanimously.

COMMISSION ACTION

Clerks Note: Item #7 pulled from Consent Calendar by City Manager and moved to Commission Action.

6:04 PM 7. RESOLUTION No. 27-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, OPPOSING SENATE BILL 330 AND HOUSE BILL 487, RELATING TO LOCAL BUSINESS TAXES; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioners expressed concern over the Senate and House Bills relating to local business tax. Financial Services Director, Joly Boglioli verified a $2 Million impact to the City.

6:07 PM Motion: To oppose the Senate and House Bill as stated in Resolution 27-2017, Action: Approve, Moved by Vice Mayor McDonald, Seconded by Commissioner Clarke.
Motion passed unanimously.

6:13 PM 8. RESOLUTION No. 21-2017 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING SENATE BILL 386 AND HOUSE BILL 269, IDENTIFIED AS THE "FLORIDA HIGH-SPEED PASSENGER RAIL SAFETY ACT" PROVIDING MINIMUM SAFETY STANDARDS AND REQUIREMENTS FOR HIGH-SPEED PASSENGER RAIL.

6:14 PM Motion: Resolution No. 21-2017, Action: Approve, Moved by Vice Mayor McDonald, Seconded by Commissioner Glass Leighton.
Motion passed unanimously.

6:16 PM 9. RESOLUTION No. 23-2017 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE ADOPTION OF THE MODIFIED STUART MULTI-USE ATHLETIC TOURNAMENT COMPLEX CONCEPT MASTERPLAN INCLUDING A SPLASH PAD AND PAVERS PLAZA, FOUR ARTIFICIAL TURF BASEBALL FIELDS, AND AN ARTIFICIAL TURF MULTI-USE FOOTBALL AND SOCCER FIELD.

Community Services Director, Jim Chrulski introduced Mike Houston, HJA and Rick Hatcher, Executive Director of the Treasure Coast Sports Commission, who gave a brief presentation on the multiuse athletic tournament complex design plans.

Commissioners inquired about various details such as the turf material, restrooms, maintenance costs, and total cost of the project to the City after the grant. They were informed the total City costs would be 5.5 Million but an additional grant may be available.

Commissioner Glass Leighton confirmed that the site plan is was all that was being approved at this time.

Commissioner Krauskopf commented that we must remind residents that if we are not awarded the $4 million grant, we will not be moving forward with this project. We need to look at the O & M Cost.

6:49 PM Public Comment - Helen McBride, in favor of the Multi-use Athletic Tournament Complex and asked the Commission what their future plans for the area would be if the grant does not come through.

City Manager Nicoletti commented that there is an adopted Master Plan in place for Guy Davis Park and if this grant is received, the Complex plan replaces it.

6:49 PM Motion: Resolution No. 23-2017
Preface: Grant Dependent, Action: Approve, Moved by Commissioner Clarke, Seconded by Commissioner Krauskopf.
Motion passed unanimously.

6:50 PM 9A. (Moved from Consent Calendar) RESOLUTION No. 12-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, GRANTING A CONDITIONAL USE APPROVAL TO RIVERSIDE VILLAGE STUART LLC, OWNER OF THE PROPERTY LOCATED AT 43 & 55 S.E. SEMINOLE STREET, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTION; GRANTING APPROVAL FOR MIXED USE DEVELOPMENT OF 4,235 SQUARE FEET OF RETAIL AND 20 RESIDENTIAL UNITS ON A 1.21 ACRE SITE; TO ALLOW A DENSITY OF 16.5 UNITS PER ACRE; FOR PARKING WITHIN THE BUILDING ENVELOPE AND FOR A CONTINUOUS BUILDING FACADE OF MORE THAN 100 FEET IN WIDTH WITHOUT PROVIDING AN ADDITIONAL VISTA; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES. (QUASI-JUDICIAL)

Record reflects, 9 people sworn in. Tom Reetz, Senior Planner, Development Department gave presentation including updates.

Commissioner questions/comments:
Fence dimensions and landscaping, contractor agreed to move driveway and change the landscaping buffer from 4 feet to 6 feet.
Dock restriction issue, request to add language that dock use is for owners and tenants that live on premises only. Contractor agreed.
Additional items discussed were restrooms, lighting, and more robust landscaping.

City Manager Nicoletti commented that he likes the project but is disappointed that the dock will not continue down toward the hospital. Mayor Campenni agrees and feels that for the future of our City, it would be beneficial to allow the dock to be extended in the future.

Public Comment, Armond Pasquale, Seminole Street - Opposes the project. Feels the building's appearance does not fit in with the area and feels trucks will have a difficult time maneuvering through the street.

Public Comment, Steven Voeller – Jensen Beach – Has concerns about the project such as parking, the dumpsters, and the dock issues but would like to work as a team as he feels that the property could be the "gem" of Stuart.

Public Comment, Bruce Laraway – Seminole Street – Requests a wall to help block some of the traffic and view from his residence.

7:22 PM Motion: Resolution No. 12-2017
Condition of buffer from 4' to 6', docks statement added, allowance for more robust landscaping, and a permissible wall. Action: Approve, Moved by Vice Mayor McDonald, Seconded by Commissioner Glass Leighton.
Motion passed unanimously.

7:47 PM 10. RESOLUTION No. 24-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, GRANTING A CONDITIONAL USE APPROVAL TO DENNIS A. STEELMAN, OWNER OF THE PROPERTY LOCATED AT 101 SE SEMINOLE STREET, STUART, (LEGAL DESCRIPTION ATTACHED); GRANTING A REDUCTION IN THE SIDE YARD SETBACK FROM FIVE (5) FEET TO EIGHT-TENTHS (0.8) OF A FOOT AND THE ELIMINATION OF THE REQUIRED VISTA ALONG SAID SIDE YARD TO ALLOW AN EXISTING GARAGE AND EXPANSION OF SAID GARAGE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES. (QUASI-JUDICIAL)

Stephen Mayer, Senior Planner, Development Department, gave a presentation on the Conditional Use with the staff's recommendations.

Joe McCarty, Joseph McCarty Architect spoke on the Steelman property project.

7:54 PM Motion: Resolution No. 24-2017, Action: Approve, Moved by Commissioner Clarke, Seconded by Commissioner Glass Leighton.
Motion passed unanimously.

ORDINANCE FIRST READING

7:55 PM 11. 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.

7:56 PM Motion: Ordinance No. 2338-2016, Action: Approve, Moved by Vice Mayor McDonald, Seconded by Commissioner Clarke.
Motion passed unanimously.

7:56 PM 12. ORDINANCE No. 2344-2017: AN 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.

7:57 PM Motion: Ordinance No. 2344-2017, Action: Approve, Moved by Vice Mayor McDonald, Seconded by Commissioner Glass Leighton.
Motion passed unanimously.

ORDINANCE SECOND READING

DISCUSSION AND DELIBERATION

7:57 PM 13. Request by City Attorney, Mike Mortell for the City Commission to hold an Attorney-Client Meeting to discuss strategy regarding the pending litigation.
The suggested date and time is February 27, 2017.
The cases to be discussed are:
City of Stuart v. Harborage - Case #13-922CA (status update)
Water's Edge v. City of Stuart - Case, USDC Case #13-14991
Northpoint Ventures, LLC, v. City of Stuart - Case# 2017- CA -0073
Attendees shall be the City Commissioners, the City Manager, and the City Attorney.

4 p.m. CRA

5 p.m. Attorney Client Meeting

7:59 PM ADJOURNMENT

Cheryl White, City Clerk **Tom Campenni, Mayor**

Minutes to be approved at the Regular Commission Meeting this 13th day of March, 2017.

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
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

ROLL CALL

5:28 PM Roll Call.
Present: Mayor Campenni, Vice Mayor McDonald, Commissioner Clarke, Commissioner Krauskopf, Commissioner Glass Leighton.

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

5:31 PM 1. Black History Month 2017

Thelma Washington came forward and graciously accepted the Proclamation on behalf of the East Stuart Partnership.

PRESENTATIONS

5:34 PM 2. February Service Awards

Milton Leggett was awarded his 35 year service award. Public Works Director Sam Amerson gave a brief history of Milton's career with the City, beginning as a Part Time employee of June 1980.

John Ortiz, Public Works accepted his 20 year Service Award.

Andreas Sudhoff , Police accepted his 10 year Service Award.

5:42 PM 3. Employee of the Month

Mayor Campenni recognized former Mayor Joan Jefferson who was in the audience.

Officer TJ Delancey was awarded employee of the Month as well as the Departments Meritorious Commendation for his heroic action to defused a deadly and dangerous situation were a women pulled a large knife from her pants and threatened suicide.

5:46 PM Beth Beltram, staff Director of the MPO came forward along with Jeff Wydner of Marlin Engineering who gave brief presentation on the MPO Tier Project Status and the impact of the rail project to Stuart.

6:07 PM COMMENTS BY CITY COMMISSIONERS

Commissioner Clarke congratulated Milton Leggett for his 35 years of service as well as Officer Delancey for his heroic efforts. She complimented the downtown over the weekend and was happy to see all the activity.

Commissioner Glass Leighton had no comments.

Commissioner Krauskopf encouraged everyone to re-read Matthew 12:34 Mathew 15:18.

Vice Mayor McDonald complimented Milton Leggett for his hard work, as well as he thanked Officer Delancey. He stated he had received some concerning calls from residents who received parking citations over the past weekend event.

City Attorney Mortell said he spoke with Code Enforcement who said there were 60 tickets issued to those who were parking on grass and blocking driveways. He pointed out that 60 citations was a small number compared to the number of attendees.

Mayor Campenni had no comments.

6:10 PM COMMENTS BY CITY MANAGER

Pull item #10 and #13 continue to March 13, 2017.
Item #9 will also be postponed

He announced that beginning on March 3, 2017 for an 8 week session our HR Department will be teaching Leadership Fundamentals to a class of employees, and our continuing effort to grow in house our own leaders, and to develop a succession planning for the City.

6:12 PM APPROVAL OF AGENDA

6:12 PM Motion: Continuation of item #9, #10, and #13 to March 13, 2017, Action: Approve, Moved by Commissioner Krauskopf, Seconded by Commissioner Clarke. Motion passed unanimously.

6:13 PM COMMENTS FROM THE PUBLIC (5 min. max)

Karen Sayer passed along to the Commission a letter she had written,(the letter was put into the official record of the minutes) She came forward and was happy the City is taking the time to discuss density. She asked that the clerk to provide detailed comments made by Board member O'Rourke at the past LPA meeting.

Cindy Penman came forward and asked the City to adopt and regulate allowing backyard chickens.

City Manager Nicoletti explained the discussion for backyard chickens will be discussed sometime in April.

Caryn Yost Rudge and expressed concern over the parking citations in the downtown for those people who just park in areas that are not permitted. She also asked why the City is still litigating with them and commented that the City has two more lawsuits. She also supports allowing backyard chickens.

6:22 PM 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.

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.

END OF CONSENT CALENDAR

6:22 PM Motion: Consent Calendar , Action: Approve, Moved by, Vice Mayor McDonald, Seconded by Commissioner Krauskopf

Ann MacMillian came forward and stated she was in support of the City and it's Commission. She encouraged the City to move on, and forgive the past comments made by Commissioner Clarke.

Caryn Yost Rudge came forward and accused the City Commission of saying slanderous statements in the past, she was upset the City hired this investigator to embarrass Eula was ridiculous and asked the City Commission to move on.

Helen McBride came forward and stated she was insulted by Commissioner Clarkes comments to the Police Officer, and the Police Chief. She said she used to be a great supporter but now she was not. She encouraged equality.

COMMISSION ACTION

6:29 PM 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.

6:29 PM Motion: Resolution 30-2017, Action: Approve, Moved by Commissioner Krauskopf, Seconded by Commissioner Clarke.
Motion passed unanimously.

***Item 9 was continued to March 13, 2017**

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.

ORDINANCE FIRST READING

***Item 10 was continued to March 13, 2017**

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.

6:30 PM 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 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.

6:30 PM Motion: Action: Approve Ordinance 2345-2017 ON FIRST READING Moved by Commissioner Clarke, Seconded by Vice Mayor McDonald.
Motion passed unanimously.

ORDINANCE SECOND READING

6:31 PM 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.

6:32 PM Motion: Ordinance 2338-2016,ON SECOND READING Action: Approve, Moved by Commissioner Clarke, Seconded by Vice Mayor McDonald.
Motion passed unanimously.

***Item 13 was continued to March 13, 2017**
13. ORDINANCE No. 2344-2017; AN 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.

DISCUSSION AND DELIBERATION

6:32 PM 14. CITY MANAGER IS SEEKING CLARIFICATION REGARDING THE ALCOHOLIC BEVERAGE ORDINANCE AND ITS APPLICATION DOWNTOWN.

City Manager Nicoletti gave a brief powerpoint presentation to the public and Commission clarifying the Alcoholic Beverage rule in the downtown district.

Armond Pasquale came forward expressed concern over the number of bars in the downtown.

6:58 PM Motion:, Action: Bring back at the next meeting Approve, Moved by Vice Mayor McDonald, Seconded by Commissioner Clarke.
Motion passed unanimously.

6:59 PM ADJOURNMENT

_____ _____

Cheryl White, City Clerk Tom Campenni, Mayor

Minutes to be approved at the Regular Commission Meeting This 13th day of March 2017.

MINUTES
SPECIAL MEETING OF THE STUART CITY COMMISSION
HELD February 27, 2017
AT 5:00 PM ATTORNEY/CLIENT
121 S.W. FLAGLER AVE.
STUART, FLORIDA 34994

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

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

ROLL CALL

5:17 PM Roll Call.

Present: Mayor Campenni, Vice Mayor McDonald, Commissioner Clarke, Commissioner Krauskopf, Commissioner Glass Leighton.

PLEDGE OF ALLEGIANCE

PRESENTATIONS

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (5 min. max)

CONSENT CALENDAR

END OF CONSENT CALENDAR

COMMISSION ACTION

ORDINANCE FIRST READING

ORDINANCE SECOND READING

DISCUSSION AND DELIBERATION

5:20 PM 1. Attorney Client Meeting

City Attorney Mortell announced the Attorney Client Meeting and the Commission adjourned to an Attorney Client Session.

5:26 PM ADJOURNMENT:

_____ _____

Cheryl White, City Clerk Tom Campenni, Mayor

Minutes to be approved at the Special Commission Meeting this 13th day of March, 2017.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 3/13/2017 **Prepared by:** Lenora Darden

Title of Item:
RESOLUTION No. 13-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AWARD RFP NO. 2016-162, PERFORMANCE APPRAISAL SOFTWARE MANAGEMENT SYSTEM TO THE TOP RANKED FIRM, CORNERSTONE ONDEMAND OF SANTA MONICA, CALIFORNIA, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (RC)

Summary Explanation/Background Information on Agenda Request:
On November 14, 2016 by Resolution No. 112-2016, the City Commission approved the authorization to negotiate with Cornerstone OnDemand.

Upon successful contract negotiations and with staffs approval of the best and final offer for an overall total of $58,625.00 over a five year period; the initial year based upon the approved milestone payments at the cost of $36,125.00; with a recurring annual fee of $5,625.00 for four consecutive years. Staff requests authorization to execute final agreement subsequent to review and approval by City Attorney for award of RFP #2016-162, Performance Appraisal Software Management System to Cornerstone OnDemand of Santa Monica, California.

Funding Source:
Human Resources - Capital Outlay (1125-564)

Recommended Action:
Adopt Resolution No. 13-2017

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution No. 13-2017	1/12/2017	Resolution add to Y drive
🗋	Contract (Front End)	3/6/2017	Attachment

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 13-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AWARD RFP NO. 2016-162, PERFORMANCE APPRAISAL SOFTWARE MANAGEMENT SYSTEM TO THE TOP RANKED FIRM, CORNERSTONE ONDEMAND OF SANTA MONICA, CALIFORNIA, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The City Commission of the City of Stuart hereby approves the award of RFP #2016-162, Performance Appraisal Software Management System to the top ranked firm, Cornerstone OnDemand of Santa Monica, California, with authorization to execute final agreement subsequent to review and approval by the City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 13-2017
Award RFP #2016-162, Performance Appraisal Software Management System

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

	YES	NO	ABSENT
EULA CLARKE, MAYOR			
TOM CAMPENNI, VICE MAYOR			
JEFFREY KRAUSKOPF, COMMISSIONER			
KELLI GLASS LEIGHTON, COMMISSIONER			
TROY MCDONALD, COMMISSIONER			

ADOPTED this 23rd day of January 2017.

ATTEST:

_____
CHERYL WHITE
CITY CLERK

_____
EULA R. CLARKE
MAYOR

REVIEWED FOR FORM AND
CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

CITY OF STUART

STANDARD CONTRACT

CONTRACTOR: CORNERSTONE ONDEMAND, INC.
1601 CLOVERFIELD BLVD, #620
SANTA MONICA, CA 90404

PROJECT: RFP #2016-162: PERFORMANCE APPRAISAL SOFTWARE MANAGEMENT SYSTEM

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the 13th day of March, 2017 by and between Cornerstone OnDemand, Inc. hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of Performance Appraisal Software Management System services by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Performance Appraisal Software Management System Services pursuant to this Contract as hereinafter provided. These services will include all labor, equipment, training, and materials necessary to provide Services.

Section 1. Scope of Service

Contractor shall work with City staff in advising the City and the City Commission regarding Performance Appraisal Software Management System Services as rendered. The detailed scope of services to be performed and schedule of fees for those services are described in Exhibits A, B, and C (Contractor's response to RFP #2016-162, including Contractor's Best and Final Offer, Order, and Statement of Work as accepted by the CITY, and original Request For Proposals, including all Addenda) incorporated herein.

III. CONTRACT PROVISIONS

Section 1. Term and Services

1.1 Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Contractor. Term of this contract shall be for a period of five (5) years. Thereafter, the parties may agree to a single source agreement.

1.2 Services

Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. Cornerstone shall notify Client of its use of any subcontractors to perform Client-specific Services. Cornerstone shall be responsible for its subcontractors'

performance of Services under this Agreement. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service. If there is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order. When Cornerstone notifies Client that a given project has been completed, Client shall either accept or reject the project based on whether the deliverables for that project have been performed in substantial and material accordance with the applicable Order. If Client: (x) fails to provide written notice of acceptance or rejection of the Service to Cornerstone within thirty (30) days of Cornerstone's notification that the project is complete; or (y) with respect to an Implementation, uses the implemented Software in a live environment for a total of thirty (30) days, then the project will be deemed accepted.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

CITY will compensate Contractor for these Services in accordance with Contractor's pricing and schedule formalized in "Exhibit B, Best and Final Offer, including Cornerstone OnDemand-Order and Statement of Work" to this Contract. Except where otherwise stated, all fees set forth in a Cornerstone Order are in U.S. dollars and must be paid in the currency set forth in the Order.

2.2 Invoices

Contractor shall submit invoices to the City according to the applicable Order, as described in the payment schedule of Exhibit B, and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

2.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City, which invoice will be approved provided it meets the requirements in Section 2.2 above. Following notice and a reasonable time to cure, Services are subject to suspension for failure to timely remit payment therefor.

Section 3. Warranties

To the extent permitted by applicable law, cornerstone disclaims all warranties, express or implied, statutory or otherwise, including without limitation warranties of merchantability, fitness for a particular purpose, and any warranties arising from a course of dealing, usage or trade practice.

Section 4. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, upon mutual agreement as to timing, scope and fees and, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

5.2 Responsibility for Work

5.2.1. Cornerstone Obligations. In accordance with the terms and conditions of the Agreement, Cornerstone will: (i) make the Software available on a non-exclusive basis to Active Users via the Internet; (ii) maintain appropriate safeguards for protection of Client Data, including regular back-ups, security and incident response protocols, and application and infrastructure monitoring; and (iii) not access, modify, or disclose Client Data, except as compelled by law, to prevent or address service or technical issues, or if otherwise permitted by Client. To meet its disaster recovery commitments, Cornerstone maintains a backup copy of Client Data for approximately six (6) months following expiration or, which shall, subject to mutual agreement, be provided to the City prior to termination of the Agreement, after which time all backups are destroyed. .

5.2.2. Client Restrictions. Client may only use the Products for its own lawful, internal business purposes. Client shall not: (i) use or deploy the Software in violation of applicable laws or this Agreement; (ii) resell the Products except through Extended Enterprise transactions/registrations; (iii) create any derivative works based upon the Products; (iv) reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from the Software or any part thereof (except to the extent that such restriction is not permitted under applicable law); (v) make the Products available to any unauthorized parties, including without limitation, competitors of Cornerstone; or (vi) release the results of benchmark tests or other comparisons of the Products with other software, services, or materials. Client will be responsible for Active Users' compliance with the Agreement and liable for Active Users' breach thereof. Client will ensure that it has obtained all necessary consents and approvals for Cornerstone to access Client Data for the purposes permitted under this Agreement. If Client is in breach of this section, Cornerstone may suspend Services if and to the extent necessary to mitigate or avoid imminent damage, in addition to any other rights and remedies Cornerstone may have at law or in equity.

5.2.3 Support. After Implementation is completed, Cornerstone shall provide the level of technical support stated in the applicable Order. Only the number of administrators set forth in the applicable support package (i.e., not all Active Users) may contact Cornerstone for support. Client agrees to promptly provide Cornerstone with sufficient documentation, data and assistance with respect to any reported errors, and to reasonably cooperate with Cornerstone, in order for Cornerstone to comply with its support obligations hereunder. In no event shall Cornerstone be responsible or liable for any errors, bugs or other problems contained in or originating from hardware or software not provided by Cornerstone. Should unexpected or inappropriate use of the Software (e.g., improperly formatted or constructed Client Content; extraordinary bandwidth usage; uploaded files that contain viruses, worms, spyware, or other malicious content; load tests, security scans, or penetration tests conducted without notice, etc.) result in denial of service with respect to the Software, Cornerstone may disable the implicated Client Content and/or deny access to Client's portal only if and for so long as necessary to remedy the issue.

5.3 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly related to the claim of Contractor's business) requested by City. Refusal to do so may constitute a material breach of this contract and cause for dismissal of any litigation.

5.4 Communications

Neither party shall issue any press release using the name of the other party as a customer or provider without the other party's consent.

Section 6. Termination

6.1 Termination for Convenience

Either party upon a thirty (30) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

6.2 Termination for Cause

The performance of the Contract may be terminated by either party in accordance with this clause, in whole or in part, in writing, whenever the other party has failed to cure a material breach of the Contract (where curable) within thirty (30) days following receipt of written notice from the complaining party. If either party should be adjudged bankrupt, or if it should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of its insolvency, or if ~~he~~ it should fail to provide properly skilled personnel or proper, then other party, after giving the party seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

6.3 Effect of Termination

Immediately following termination of this Agreement, Client shall cease using all Products. Client may retrieve Client Data any time prior to termination or expiration of the Agreement. If requested, Cornerstone will assist with such data retrieval at a scope and price to be agreed.

6.4 Survival

Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

Section 7. ClTY's Obligations

7.1 Project Managers

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is the Human Resources Director or designee.

The Project Manager for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project is:

Kelly S. Hermening
Regional Sales Manager
State and Local Gov't
Direct: (904) 910-4142
Email: khermening@csod.com

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

8.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Nothing contained herein shall be construed to prevent Contractor from employing such independent Contractors, associates and subcontractors as Contractor may deem appropriate to assist in the performance of the services hereunder.

8.3 Intellectual Property

As between the parties, Cornerstone will and does retain all proprietary and intellectual property rights, title and interest in and to the Products. Client retains all proprietary and intellectual property rights, title and interest in and to Client Data and Client Content.

8.4 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

8.5 Liability

8.5.1 Liability Cap. EXCEPT FOR (i) BREACH BY CLIENT OF SECTION "CLIENT RESTRICTIONS"; OR (ii) A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CLIENT TO CORNERSTONE HEREUNDER FOR THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CORNERSTONE ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.

8.5.2 Exclusion of Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, PROVIDING REPLACEMENT SOFTWARE (EXCEPT AS SET FORTH IN SECTION "INFRINGEMENT CURES"), OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 9. Indemnification of City

Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from third party claims and their resulting liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the gross negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 10. Insurance.

10.1 Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 5.2 of the Request for Proposal and included in "**Exhibit D**" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any non-renewal or cancellation.~~.~~ All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "**Exhibit D**" attached hereto.

10.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be deemed approved by the City if City signs this Agreement.

Section 11. Professional Standards

All work performed by Contractor will be in accordance with at least generally accepted industry standards and in accordance with all applicable governmental regulations to which Contractor is subject.

Section 12. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 13. General Conditions

13.1 Venue in Martin County

Jurisdiction a venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

13.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

13.3 Attorney's Fees and Costs

In the event a court of competent jurisdiction finds that either party breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the non-breaching party agrees to pay all damages and costs incurred by the complaining party in the enforcement of this Contract, including reasonable attorney's fees, court costs and all reasonable expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

13.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator within 15 days of the request for mediation then the Contractor shall select the mediator who, if

selected solely by the Contractor, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

13.5 Contract Amendment

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed by both parties hereto with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same. Purchase orders submitted by Client are for Client's internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force and effect.

13.6 Notices

Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by facsimile, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of facsimile delivery (if followed up by such registered or certified mail); and five days after being so mailed.

13.7 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

13.8 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

13.9 Severability

If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.

13.10 Miscellaneous Provisions

13.10.1 Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, sabotage, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.

13.10.2 Counterparts; Facsimile. This Agreement may be executed in any number of counterparts and in facsimile or electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.

13.10.3 Statistical Data. Without limiting the confidentiality rights and intellectual property rights protections set forth in this Agreement, Cornerstone has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting Cornerstone from utilizing the Statistical Data for business and/or operating purposes, provided that Cornerstone does not share with any third party Statistical Data which reveals the identity of Client, Client's users, or Client's Confidential Information.

13.10.4 Suggestions. Cornerstone shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Products any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client or its users relating to the operation of the Products.

13.10.5 Responsibility for Third-Party Offerings. The Software may contain features capable of interoperating with third-party applications. To use such features, Client may be required to obtain access to such applications from a third-party provider. Cornerstone shall not be responsible for Client's access to, or operation of, third-party applications not offered or sold by Cornerstone to Client.

13.10.6 Confidentiality and Exemption from Public Records Disclosures. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those Affiliates and subcontractors of Cornerstone providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement. If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.

Section 14. Public Records

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.

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action with F.S. 119.0701 the Contractor shall:

Keep and maintain public records required by the public agency to perform the service.

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.

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.

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.

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.

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.

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.

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.

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.

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.

Section 15. Definitions

1. Definitions.
   a) "**Active User**" means, in a given calendar month, a user established on the Software with a designation of "active" at any time during that month. Client determines who is an Active User, subject to the maximum number(s) of Active Users set forth in the respective Order(s). A "Subscriber" is an Active User that accesses the Software for a flat fee. If a number of "transactions" is specified in a given Order, one transaction will be debited for each course registration, self-assessment, or task launched by an Active User, and unused transactions expire at the earlier of: (i) termination of the applicable Order; or (ii) one year from the purchase date.
   b) "**Affiliate**" means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with, another party.
   c) "**Client Content**" means any and all courses, learning objects, certifications, quizzes, tests, materials, instructor-led sessions, or documents created and/or supplied by Client.
   d) "**Client Data**" means proprietary or personal data regarding Client or any of its users under this Agreement which is uploaded to the Software.

e) "**Confidential Information**" means any non-public information of Cornerstone or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.

f) "**Implementation**" means implementation, deployment, and/or training relating to the Software.

g) "**Order**" means a Product purchase in a schedule, statement of work, addendum, or amendment signed by both parties.

h) "**Products**" means any and all Services, work product resulting from **Services**, and Software.

i) "**Service**" means any service rendered by Cornerstone specifically to Client, including, but not limited to: (i) hosting of the Software; (ii) hosting, delivery, and/or distribution of eLearning content; (iii) provision of customer and/or technical support for the Software; (iv) Implementation; (v) development of Software functionality specially requested by Client; and/or (vi) any consulting service.

j) "**Software**" means: (i) any and all of Cornerstone's proprietary web-based applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto, as well as applications that have been modified in any way by Cornerstone at the request of a client; and (ii) application functionality provided by Cornerstone-contracted third parties.

k) "**Third Party**" means any party that is not either of the parties, its Affiliates, employees, shareholders, directors, officers, contractors, customers, or Active Users.

Section 16. **Exhibits**

The following Exhibits are attached to and made a part of this Contract:

"**Exhibit A**" - "Proposal as Submitted by Respondent and Accepted by City" " (provided that the terms and conditions of the Contract shall solely govern the parties' relationship and obligations.)"

"**Exhibit B**" – "Best and Final Offer, including Cornerstone OnDemand-Order and Statement of Work"

"**Exhibit C**" - "Original Request for Proposal as Issued by City, including all Addenda"

"**Exhibit D**" - "Insurance and Indemnification."

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures are on following page

DocuSign Envelope ID: 5F3DC0BE-D5B7-40B9-9673-D4C85EB26D89

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:

CHERYL WHITE
CITY CLERK

TOM CAMPENNI
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

DocuSigned by:
Adam Weiss
7C0AF6B56FBB458...
(Signature)

DocuSigned by:
Anshita Ferasat
F1C5185C46594D5...
(Signature)

CONTRACTOR
CORNERSTONE ON-DEMAND

DocuSigned by:
Dave Carter
08763C37E0EF422...
(Signature)

Dave Carter
Printed Name

SVP of Sales
Title

March 3, 2017

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 3/13/2017 **Prepared by:** Louis J Boglioli III

Title of Item:
RESOLUTION No. 29-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RECOGNIZING THE SATISFACTION OF THE INTER-FUND LOAN BETWEEN THE PROPERTY MANAGEMENT FUND AND THE GENERAL FUND FOR THE PURCHASE OF THE "DOCKSIDE" PROPERTY, AND ESTABLISHING A RENEWAL AND REPLACEMENT RESERVE IN THE PROPERTY MANAGEMENT FUND. (RC)

Summary Explanation/Background Information on Agenda Request:
This is an Auditor requirement, and the "Whereas" clauses in the Resolution explain the reasoning.

Funding Source:
N/A

Recommended Action:
Adopt Resolution No. 29-2017

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution 29-2017 Property Management	2/8/2017	Cover Memo

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 29-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RECOGNIZING THE SATISFACTION OF THE INTER-FUND LOAN BETWEEN THE PROPERTY MANAGEMENT FUND AND THE GENERAL FUND FOR THE PURCHASE OF THE "DOCKSIDE" PROPERTY, AND ESTABLISHING A RENEWAL AND REPLACEMENT RESERVE IN THE PROPERTY MANAGEMENT FUND.

* * * * *

WHEREAS, the City Commission approved Resolution No. 53-09, which authorized a loan from General Fund to the Property Management Fund for the purchase of the property at 131 SW Flagler Avenue, known as the "Dockside Property" at the time of purchase; and

WHERAS, the loan has been repaid, and the General Fund reserve balance has been replaced as determined by financial examination of the staff and the City's external auditors, the General Fund recognizes the annual payment for the debt service from the Property Management Fund is no longer a budgetary requirement for the Property Management Fund; and

WHERAS, given the Property Management Fund is responsible for rented facilities owned by the City, it is the City's intent to establish a Renewal and Replacement Reserve within the Property Management Fund as a formal commitment, to be funded by a fiscal contribution of some percentage of the budgeted revenues for the Property Management Fund until such time as an appropriate balance is reflected in the audited financial statements.

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

1: A formal commitment shall be created in the Property Management Fund to be known as the Renewal and Replacement Reserve.

2: The Renewal and Replacement Reserve will be funded by a fiscal contribution equal to 25% of the budgeted revenues of the same fiscal year.

3: The Renewal and Replacement Reserve will be funded until such time as a balance of approximately $5,000,000 is reflected in the audited financial statements.

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

	YES	NO	ABSENT
THOMAS CAMPENNI, MAYOR			
TROY A. MCDONALD, VICE-MAYOR			
JEFFREY A. KRAUSKOPF, COMMISSIONER			
KELLI GLASS-LEIGHTON, COMMISSIONER			
EULA R. CLARK, COMMISSIONER			

ADOPTED this 13th day of February, 2017.

ATTEST:

_____
CHERYL WHITE
CITY CLERK

_____
THOMAS CAMPENNI
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 3/13/2017 **Prepared by:** CWhite

Title of Item:
RESOLUTION No. 32-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE USE OF FACSIMILE SIGNATURES ON CHECKS ISSUED BY THE CITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (RC)

Summary Explanation/Background Information on Agenda Request:
This is a routine request to capture the facsimile signature of the Mayor and Clerk

Funding Source:
n/a

Recommended Action:
Approved Resolution No. 32-2017

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R32-2017	3/2/2017	Resolution add to Y drive

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION 32-2017

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

* * * * * * *

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

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

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

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

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

RESOLUTION 32-2017
FACSIMILE SIGNATURES

SECTION 4: This resolution shall take effect upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
TOM CAMPENNI, MAYOR				
TROY MCDONALD, VICE MAYOR				
JEFFREY A. KRAUSKOPF, COMMISSIONER				
EULA R. CLARKE, COMMISSIONER				
KELLI GLASS LEIGHTON, COMMISSIONER				

ADOPTED this 13 th day of March, 2017.

ATTEST:

_____
CHERYL WHITE
CITY CLERK

_____
TOM CAMPENNI
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MIKE MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date:3/13/2017 **Prepared by:**jchrulski

Title of Item:

RESOLUTION NO. 34-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE COMMUNITY SERVICES DIRECTOR TO APPLY FOR AND, IF SUCCESSFUL, DESIGNATE THE RECREATION MANAGER TO EXECUTE THE GRANT, AND SUBSEQUENTLY APPROVE THE EXPENDITURE OF THE GRANT FUNDS FROM THE WALMART FOUNDATION, 2017 HEALTH OUT-OF-SCHOOL TIME GRANT, TO ASSIST IN FUNDING THE COMMUNITY AND AFTER SCHOOL PROGRAM FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES. (RC)

Summary Explanation/Background Information on Agenda Request:

Staff identified a $25,000 non-matching grant last week. The due date was 3/7/17 and staff submitted the application. If the grant is awarded, staff will do a Budget Amendment recognizing the $25,000 from the Walmart Foundation.

CITY MANAGER'S NOTE: Because of the timing, I approved this for submission ahead of its approval by the City Commission, knowing that if the Commission didn't approve it, we could always reject the grant funds.

Funding Source:

N/A

Recommended Action:

Approve Resolution No. 34-2017

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R34-2017 Walmart Grant Application	3/7/2017	Resolution add to Y drive
🗋	R34 - 2017 NRPA/Walmart Grant Cover letter	3/7/2017	Cover Memo

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 34-2017

RESOLUTION NO. 34-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE COMMUNITY SERVICES DIRECTOR TO APPLY FOR AND, IF SUCCESSFUL, DESIGNATE THE RECREATION MANAGER TO EXECUTE THE GRANT, AND SUBSEQUENTLY APPROVE THE EXPENDITURE OF THE GRANT FUNDS FROM THE WALMART FOUNDATION, 2017 HEALTH OUT-OF-SCHOOL TIME GRANT, TO ASSIST IN FUNDING THE COMMUNITY AND AFTER SCHOOL PROGRAM 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: Walmart Foundation 2017 Health Out-of-School Time Grant

Total Estimated Cost: $25,000 (non-match grant)

Project Description: The project supports the Community and the 10th Street "After School Program" with nutrition, transportation and educational services.

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 Walmart Foundation of $25,000 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 and which will be a part of the Project Agreement for assistance awarded by the Walmart Foundation 2017 Health Out-of-School Time Grant.

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.

3. That it will not discriminate against any person on the basis of race, color or national origin.

4. That the City will maintain financial records on the proposed project to meet grant requirements for reimbursement.

SECTION 4: This resolution shall take effect upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
TOM CAMPENNI, MAYOR				
TROY MCDONALD, VICE MAYOR				
JEFFREY A. KRAUSKOPF, COMMISSIONER				
EULA R. CLARKE, COMMISSIONER				
KELLI GLASS LEIGHTON, COMMISSIONER				

ADOPTED this ___ day of _____, 2017.

R34-2017
Walmart Grant Application Authorization

ATTEST:

_____	_____
CHERYL WHITE	TOM CAMPENNI
CITY CLERK	MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MIKE MORTELL
CITY ATTORNEY

Stuart

Community and Government Affairs Department
121 S.W. Flagler Avenue • Stuart • Florida • 34994

Recreation & Public Services, Communication & Special Events, Economic Strategies, Public Art & Design

NRPA/Walmart Foundation 2017 Healthy Out-of-School Time - Grant Application

March 3, 2017

The City of Stuart Community Services Department is pleased to submit an application for the NRPA/Wal-Mart Foundation Out-of-School Time Programs grant.

The health and wellness of our children and their families is important to the City of Stuart and our community. Our Recreation Division is well staffed and is prepared to assure the grant resources are responsibly managed.

Due to America's growing obesity epidemic, implementing programs that educate our youth about healthy eating and physical fitness are a top priority. As noted in the grant application, our Community Center offers activities that focus on healthy habits. The NRPA/Walmart Healthy Out-of-School Time grant will allow the Recreation Division to expand our Healthy Habit educational classes.

Supporting Healthy Eating & Physical Activity (HEPA) standards for nutrition and physical activity is a foundational concept in our curriculum. We are very committed to promoting healthy habit goals and measurable outcomes. Staff tracks annual performance measures and outcomes to our Children's Services Council of Martin County and these will be used as metrics for the Healthy Out-of-School Time grant. These metrics are very useful so we can track the results of the children in our programs.

If you have any questions, please do not hesitate to contact Julie McHenry, Recreation Division Manager at 772-288-5334 or jmchenry@ci.stuart.fl.us.

Jim Chrulski
Community Services Director
City of Stuart, Florida
121 SW Flagler Ave
Stuart, FL 34994
jchrulski@ci.stuart.fl.us
www.cityofstuart.us
(772) 288-5383

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 3/13/2017 **Prepared by:**

Title of Item:

RESOLUTION No. 35-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, OPPOSING HOUSE BILL 13 RELATING TO COMMUNITY REDEVELOPMENT AGENCIES.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart CRA had influenced the revitalization efforts of downtown Stuart through community redevelopment projects since its inception in 1986 and subsequent expansions in 1998 and 2002. The City believes CRA's are the best method of utilizing local tax dollars to improve blighted area which is best addressed by the people reinvesting in their community.

Funding Source:

N/A

Recommended Action:

Approve Resolution 35-2017.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R35-2017	3/10/2017	Resolution add to Y drive

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 35-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, OPPOSING HOUSE BILL 13 RELATING TO COMMUNITY REDEVELOPMENT AGENCIES.

* * * * *

WHEREAS, the Community Redevelopment Act of 1969 authorizes a county or municipality to create a Community Redevelopment Agency (CRA) as a means of redeveloping slums and blighted areas "which constitute a serious and growing menace, injurious to the public health, safety, morals, and welfare of the residents of the state;" and

WHEREAS, the Community Redevelopment Act further states "the prevention and elimination of slums and blight is a matter of state policy and state concern in order that the state and its counties and municipalities shall not continue to be endangered by areas which are focal centers of disease, promote juvenile delinquency, and consume an excessive proportion of its revenues because of the extra services required for police, fire, accident, hospitalization, and other forms of public protection, services, and facilities;" and

WHEREAS, the City of Stuart Community Redevelopment Agency has influenced the revitalization efforts of downtown Stuart through community redevelopment projects since its inception in 1986 and subsequent expansions in 1998 and 2002; and

Resolution No. 35-2017
Resolution Opposing HB 13 Relating to Community Redevelopment Agencies

WHEREAS, the City Commission of the City of Stuart believes CRAs are the best method of utilizing local tax dollars to improve blighted areas which is best addressed by the people reinvesting in their community; and

WHEREAS, the City Commission of the City of Stuart believes the absence of a CRA would be detrimental to the current growth of its historic downtown area and would negatively impact community residents and visitors alike; and

WHEREAS, House Bill 13 would erode home rule authority while failing to address the same statewide concerns of the existence of slums and blighted areas; and

WHEREAS, House Bill 13 would prematurely terminate CRAs throughout the State and the critically important programs, planning, and resources communities like Stuart rely upon; and

WHEREAS, House Bill 13 also prohibits community redevelopment agencies from initiating any new projects after October 1, 2017 irrespective of CRAs which may continue to exist and operate until September 30, 2037 as provided in the bill; and

WHEREAS, House Bill 13 further contradicts longstanding legislative findings of public purpose and necessity by prohibiting the creation of any new community redevelopment agencies after July 1, 2017; and

WHEREAS, the City Commission of the City of Stuart believes that CRA's throughout the State not only provide local resources for meaningful and measurable community programs, but also enable community leaders to plan strategically for healthy growth and engaged community revitalization and rejuvenation projects; and

WHEREAS, the City Commission of the City of Stuart vehemently opposes House Bill 13 and requests State legislators to defend existing and future CRAs, which provide local governments essential tools and resources in rejuvenating once-vibrant communities.

Resolution No. 35-2017
Resolution Opposing HB 13 Relating to Community Redevelopment Agencies

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 opposes House Bill 13 which would further erode local home rule while prematurely terminating CRA's and their critically important programs, planning, and resources throughout the State.

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

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

	YES	NO	ABSENT	ABSTAIN
TOM CAMPENNI, MAYOR				
TROY A. MCDONALD, VICE MAYOR				
EULA R. CLARKE, COMMISSIONER				
KELLI GLASS LEIGHTON, COMMISSIONER				
JEFFREY A. KRAUSKOPF, COMMISSIONER				

ADOPTED this 13th day of March, 2017.

ATTEST:

_____
CHERYL WHITE
CITY CLERK

_____
TOM CAMPENNI
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 3/13/2017 **Prepared by:** Sam Amerson, P.E. - Public Works Director

Title of Item:

PETITION FOR SPEED TABLES ALONG NW NORTH RIVER DRIVE.

Summary Explanation/Background Information on Agenda Request:

Recently, the City Manager received a petition signed by 48 residents of the Terrace Gardens and Bahama Terrace neighborhoods requesting the installation of speed tables on NW North River Drive between NW Australian Street and NW Fork Road. Also requested was the removal of stop signs on NW River Drive at the intersections of NW Terrace Road and NW Treasure Road. A copy of the petition is attached.

Prior to implementation of traffic calming measures, the city Traffic Calming ordinance, copy attached, requires a traffic study to be conducted. Subsequently, the public works department installed traffic counters at three locations on NW North River Drive to obtain information on traffic trips and speed for seven consecutive days between February 13 and February 20, 2017. A summary of the traffic data is attached.

The Public Works Director reviewed the traffic data with the Police Chief and City Manager. The Police Chief shared anecdotal information provided by the Police Department and area residents regarding traffic and safety concerns over the years.

When the results of this traffic study result in a determination by the city commission that traffic control devices or traffic calming measures may be warranted, the Public Works Department will initiate the public notification process to inform the property owners, residents and businesses and hold a neighborhood workshop to seek input, address concerns and seek alternative solutions. As strategies are devised, a follow-up meeting will be held to reach consensus on the recommended approach. Final recommendations and a plan for carrying out the recommendations will be presented to the city commission for final action.

Joe Mirro submitted the Petition and may be speaking for the neighborhood.

Funding Source:

N/A at this time

Recommended Action:

Determine that traffic control devices or traffic calming measures may be warranted and direct staff to initiate the public notification process.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Petition for Speed Tables on NW North River Drive	3/2/2017	Attachment
🗋	Traffic Calming Ordinance 2008	3/2/2017	Attachment
🗋	Speed Statistics Feb 13-20, 2017	3/2/2017	Attachment
🗋	Basemap_NW North River Drive	3/3/2017	Cover Memo

Petition to the City of Stuart, Florida from the Citizens of Treasure Garden

To Whom It May Concern,

We, the undersigned residents and tax paying citizens, of the neighborhood of Terrace Gardens and Bahama Terrace do hereby request speed tables to be installed on NW North River Drive from Australian Avenue to Fork Road. We also request the removal of STOP signs at the intersections of Terrace Road and Treasure Road going North and South on NW North River Drive, which have proved to be useless and ineffective.

We feel that speed tables, similar to those installed on Manor Road, would be an effective deterrent to the chronic speeding on NW North River Drive and the chronic disregard for aforementioned STOP signs.

Over the years, it has been noticed that traffic on NW North River Drive has increased substantially. We feel that pedestrians, dog walkers, and bicyclists are at grave risk of being injured by a reckless or irresponsible driver. The speed is 25 MPH as a Residential Neighborhood and over the years there has been numerous incidents of damage to mailboxes and lawns due to careless drivers.

We would greatly appreciate a favorable response to this petition in the very near future.

Respectfully,

The undersigned residents of Terrace Gardens and Bahama Terrace:

1. Joseph Miro 704 NW N RIVER DR, STUART FL
2. Susan Bordeaux 704 NW N RIVER DR STUART FL.
3. JEAN WESTER 704 NW N RIVER DR STUART FL.
4. Patricia A. Runke 700 NW NORTH RIVER DR, STUART FL
5. [illegible] 682 NW NORTH RIVER DR, STUART FL.
6. Madelyn Macan 708 NW North River Dr Stuart, FL
7. Michael Macan " " " " " " "
8. Michelle Fowler 904 NW New Providence Rd Stuart, FL
9. [illegible] 904 NW New Providence Rd Stuart FL

10. John E. Spitzmiller 901 NW New Providence Rd
11. John W. Spitzmiller " " " "
12. Frank W Romano 905 NW N Providence Rd.
13. Cheryl R Zaic 909 NW New Providence
14. Cindy Lee Bowen 908 NW New Providence
15. Mary Safenmeyer 917 NW New Providence
16. Alec Daugman 916 NW New Providence
17. Kevin M. Crane 908 Terrace rd Stuart 34994
18. Rick & Peg Davis 716 NW North River Dr 34994
19. ELIZABETH MARSTON 808 NW NORTH RIVER DR 349
20. Jim & PAUL BROMSTRUP 812 NW N RIVER DR 34994
21. Tom and Dorothy Dicks 904 NW Treasure Rd 3499
22. Thomas Reuben 900 Terrace Rd 34994
23. Gill Wahlers 700 NW North River Rd 34994
24. Michael Dougherty 804 NW North River Dr 34994
25. Cheryl Henderson 900 NW Treasure Rd, Stuart, Fl 34994
26. Janet & Charles Carnett 903 NW TREASURE Rd 34994
27. Dennis Fiore 915 NW Treasure Rd 34994
28. Michele Fiore "
29. Jussi Poyhonen 1038 NW Terrace Rd 34994
30. Christine Madsen 1033 NW Terrace Rd
31. Jill Butterworth 1040 NW FORK Rd. 34994
32. Caltin Radabaugh 1044 NW Terrace Rd 34994
33. [illegible] 1061 NW TERRACE RD 34994

34. [illegible] / Ralph Comstock 904 Terrace Rd Stuart 34994
35. Donna Comstock 904 Terrace Rd Stuart 34994
36. T Gott 906 NW TERRACE Rd, Stuart, FL 34994
37. JIM GOTT 906 TERRACE RD STUART
38. Kathy Calvo Enloe 921 NW Terrace Rd Stuart
39. [illegible] 1009 NW Terrace Rd Stuart, FL 34994
40. [illegible] 1017 Terrace Rd Stuart
41. Sandy Maxey 1037 NW Terrace Rd Stuart
42. Kevin Mills 1057 NW Terrace Rd Stuart
43. Phyllis Mills 1057 NW Terrace Rd Stuart, FL
44. BOB MURRAY 1045 N.W TERRACE RD, STUART, FL.
45. Rob Robinson 1060 NW Terrace Rd. Stuart, FL
46. LINDA MACHADO 909 NW Treasure Rd Stuart, Fl.
47. Belyndia JOHNSON 900 NW Providence Rd STUART FL
48. EDWARD J FLANAGAN 901 NW TERRACE Rd STUART FL
49.
50.
51.
52.
53.
54.
55.
56.

ARTICLE V. - TRAFFIC CALMING

Sec. 40-191. - Traffic calming general procedure; purpose.

This article provides a procedure for evaluating the need for traffic calming and traffic control devices in new developments and in existing neighborhoods affected by cut-through or high-speed traffic, and to guide the provision of such devices on city roadways. The intent of this article is as follows:

(1) To improve the livability of neighborhoods by reducing adverse traffic impacts on residential neighborhoods;

(2) To promote safe and pleasant conditions for motorists, bicyclists, and pedestrians on neighborhood streets;

(3) To provide meaningful citizen involvement in all phases of neighborhood traffic management;

(4) To make efficient use of city resources by screening and prioritizing requests for traffic calming.

(Code 1995, § 78-136; Ord. No. 2151-08, § 1(78-136), 2-25-2008)

Sec. 40-192. - Neighborhood traffic studies.

(a) Prior to implementing neighborhood traffic control devices or traffic calming measures on city streets, a neighborhood traffic study will be conducted to document the extent to which cut-through traffic or high-speed traffic is negatively impacting the area. The study may be initiated by the city commission, or by the request of developers, residents or property owners in the affected neighborhood, or by city staff.

(b) The public works department shall process requests for neighborhood traffic studies in accordance with the procedures of this article and within the limits of available resources. To aid in screening and prioritizing requests for traffic studies, the city may request a demonstration of interest and support from neighborhood residents in the form of a petition signed by the majority of residents on the affected streets. The petition must specify the area under consideration, the nature of the problem (speed, traffic volume, cut-through traffic) and the objectives being sought through the study (reduce speeds, lower volumes, eliminate through-traffic, etc.).

(Code 1995, § 78-137; Ord. No. 2151-08, § 1(78-137), 2-25-2008)

Sec. 40-193. - Study procedures.

(a) When it is determined by the city that a neighborhood traffic study should be conducted, appropriate data shall be collected upon which to base the decisions for implementation of traffic control devices and/or traffic calming measures. Considerations for data collection may include, but are not limited to:

(1) Traffic volumes.

(2) Speed.

(3) Safety.

(4) Intersection volumes.

(5) Extent of bicycle and pedestrian activity.

(b) Upon completion, the study shall be submitted to the city manager for consideration by the city commission.

(Code 1995, § 78-138; Ord. No. 2151-08, § 1(78-138), 2-25-2008)

Sec. 40-194. - Public notification.

(a) When a neighborhood traffic study results in a determination by the city commission that traffic control devices or traffic calming measures may be warranted in the study area, a public notification process will be undertaken by the public works department to inform property owners, residents, and business owners. The public notification process will seek input, address concerns, and discuss alternative solutions.

(b) A neighborhood workshop will be held and a neighborhood team may be formed to discuss problems, current conditions and to review the results of the traffic study. As recommended strategies are devised, follow-up meetings will be held with neighborhood residents as needed to reach consensus on a recommended approach.

(c) Final recommendations and a plan for carrying out the recommendations will be presented to the city commission for final action.

(Code 1995, § 78-139; Ord. No. 2151-08, § 1(78-139), 2-25-2008)

Sec. 40-195. - Priority ranking for implementation.

The public works department may prioritize the implementation of traffic control devices and/or traffic calming measures in neighborhoods with a completed traffic study by establishing a priority ranking. Criteria, not listed in order of priority, to determine the priority for implementation may include:

(1) Traffic volumes.

(2) Traffic speeds.

(3) Number of crashes and injuries.

(4) Number of schools in proximity to the residential area.

(5) Number of pedestrian generators.

(6) Existence of sidewalks versus no sidewalks.

(7) Number of residents adversely affected.

(Code 1995, § 78-140; Ord. No. 2151-08, § 1(78-140), 2-25-2008)

Sec. 40-196. - Test installation and evaluation.

The public works director may require a test prior to permanent installation to assure that no unforeseen hazard is created by a traffic control device or traffic calming measure. If the evaluation indicates that the installation poses a hazard or has not met the objectives as set forth in the studies, then the city shall conduct additional neighborhood workshops to develop new alternatives.

(Code 1995, § 78-141; Ord. No. 2151-08, § 1(78-141), 2-25-2008)

Sec. 40-197. - Traffic calming on city streets.

(a) Traffic calming measures may be considered on selected segments of thoroughfares as they pass through areas with a higher intensity of community activity for the purpose of reducing travel speeds, increasing driver deference to pedestrian activity, and supporting walking and bicycling in these areas. Areas that may considered for such treatments include dense settlements, pedestrian-oriented shopping areas, and school crossing zones or others as deemed appropriate by the city commission.

(b) The need for traffic calming along a city street and appropriate treatments will be evaluated on a case-by-case basis by the public works director and the police chief, and a recommendation made to the city manager. The city manager may implement traffic calming

based on prior appropriation of the city commission, or submit a proposed project to the city commission for approval and appropriation. Approaches to solving traffic problems on selected street segments shall include, but not be limited to:

(1) Targeted enforcement for limited durations to slow traffic.

(2) Traffic control devices or entry treatments to permanently slow traffic.

(3) Education to raise awareness of the negative effects that speeding and excessive vehicle volumes have on pedestrian safety and the livability of affected areas.

(c) Treatments that may be appropriate for street segments include entry or gateway treatments, raised medians, roundabouts, raised crosswalks, textured pavement, bulb-outs (neck-downs) at intersections, or other treatments deemed appropriate by the public works director. In determining appropriate treatments for such areas, the following factors shall be considered:

(1) Traffic control devices shall not inappropriately restrict buses, emergency vehicles, and trucks from providing normal and necessary services to the affected area.

(2) Devices shall be well illuminated, visible and include appropriate markings and signage.

(3) Devices shall allow the traffic stream to maintain a consistent speed that is appropriate for the area.

(4) Devices or treatments shall not pose a hazard to bicycles or pedestrians, or impede people with disabilities.

(5) In no case shall any treatment be approved where it is found by the public works director to pose a potential safety hazard.

(d) Should a traffic calming study be desired on the state highway system, it shall be conducted in coordination with the state department of transportation and traffic calming measures shall be consistent with FDOT policy 000-625-060-a, Transportation Design for Livable Communities.

(e) Should a traffic calming study be desired on the county road system, it shall be conducted in coordination with the county engineer, and shall be consistent with the county's traffic calming measures in effect at that time.

(Code 1995, § 78-142; Ord. No. 2151-08, § 1(78-142), 2-25-2008)

Speed Statistics

SpeedStat-111
Site: N.W. River Dr.0.1NS
Description: **North River Drive between Australian Ave. and Terrace Road**
Filter time: **9:59 Monday, February 13, 2017 => 8:58 Monday, February 20, 2017**
Scheme: Vehicle classification (Scheme F3)
Filter: Cls(1 2 3 4 5 6 7 8 9 10 11 12 13) Dir(NS) Sp(6,99) Headway(>0) Span(0 - 328.084)

Vehicles = 6485
Posted speed limit = 25 mph, Exceeding = 2 (0.03%), Mean Exceeding = 38.60 mph
Maximum = 39.7 mph, **Minimum** = 6.8 mph, **Mean** = 21.2 mph
85% Speed = 24.6 mph, **95% Speed** = 26.6 mph, **Median** = 21.5 mph
12 mph Pace = 15 - 27, **Number in Pace** = 5959 (91.89%)
Variance = 13.19, **Standard Deviation** = 3.63 mph

Speed Bins (Partial days)

Speed	Bin		Below		Above		Energy	vMult	n * vMult
0 - 6	0	0.0%	0	0.0%	6485	100.0%	0.00	0.00	0.00
6 - 12	155	2.4%	155	2.4%	6330	97.6%	0.00	0.00	0.00
12 - 19	1129	17.4%	1284	19.8%	5201	80.2%	0.00	0.00	0.00
19 - 25	4348	67.0%	5632	86.8%	853	13.2%	0.00	0.00	0.00
25 - 31	833	12.8%	6465	99.7%	20	0.3%	0.00	0.00	0.00
31 - 37	18	0.3%	6483	100.0%	2	0.0%	0.00	0.00	0.00
37 - 43	2	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
43 - 50	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
50 - 56	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
56 - 62	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
62 - 68	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
68 - 75	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
75 - 81	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
81 - 87	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
87 - 93	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
93 - 99	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
99 - 106	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
106 - 112	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
112 - 118	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
118 - 124	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00

Total Speed Rating = 0.00
Total Moving Energy (Estimated) = 0.00

Speed limit fields (Partial days)

	Limit	Below		Above	
0	37 (PSL)	6483	100.0%	2	0.0%

Speed Statistics

SpeedStat-112
Site: NW River Drive.0.1NS
Description: **NW River Drive between Terrace Rd. and New Providence**
Filter time: **10:00 Monday, February 13, 2017 => 9:15 Monday, February 20, 2017**
Scheme: Vehicle classification (Scheme F3)
Filter: Cls(1 2 3 4 5 6 7 8 9 10 11 12 13) Dir(NS) Sp(6,99) Headway(>0) Span(0 - 328.084)

Vehicles = 6450
Posted speed limit = 25 mph, Exceeding = 12 (0.19%), Mean Exceeding = 39.26 mph
Maximum = 45.4 mph, **Minimum** = 6.5 mph, **Mean** = 23.1 mph
85% Speed = 27.1 mph, **95% Speed** = 29.1 mph, **Median** = 23.3 mph
12 mph Pace = 17 - 29, **Number in Pace** = 5670 (87.91%)
Variance = 17.76, **Standard Deviation** = 4.21 mph

Speed Bins (Partial days)

Speed	Bin		Below		Above		Energy	vMult	n * vMult
0 - 6	0	0.0%	0	0.0%	6450	100.0%	0.00	0.00	0.00
6 - 12	125	1.9%	125	1.9%	6325	98.1%	0.00	0.00	0.00
12 - 19	674	10.4%	799	12.4%	5651	87.6%	0.00	0.00	0.00
19 - 25	3513	54.5%	4312	66.9%	2138	33.1%	0.00	0.00	0.00
25 - 31	2010	31.2%	6322	98.0%	128	2.0%	0.00	0.00	0.00
31 - 37	116	1.8%	6438	99.8%	12	0.2%	0.00	0.00	0.00
37 - 43	11	0.2%	6449	100.0%	1	0.0%	0.00	0.00	0.00
43 - 50	1	0.0%	6450	100.0%	0	0.0%	0.00	0.00	0.00
50 - 56	0	0.0%	6450	100.0%	0	0.0%	0.00	0.00	0.00
56 - 62	0	0.0%	6450	100.0%	0	0.0%	0.00	0.00	0.00
62 - 68	0	0.0%	6450	100.0%	0	0.0%	0.00	0.00	0.00
68 - 75	0	0.0%	6450	100.0%	0	0.0%	0.00	0.00	0.00
75 - 81	0	0.0%	6450	100.0%	0	0.0%	0.00	0.00	0.00
81 - 87	0	0.0%	6450	100.0%	0	0.0%	0.00	0.00	0.00
87 - 93	0	0.0%	6450	100.0%	0	0.0%	0.00	0.00	0.00
93 - 99	0	0.0%	6450	100.0%	0	0.0%	0.00	0.00	0.00
99 - 106	0	0.0%	6450	100.0%	0	0.0%	0.00	0.00	0.00
106 - 112	0	0.0%	6450	100.0%	0	0.0%	0.00	0.00	0.00
112 - 118	0	0.0%	6450	100.0%	0	0.0%	0.00	0.00	0.00
118 - 124	0	0.0%	6450	100.0%	0	0.0%	0.00	0.00	0.00

Total Speed Rating = 0.00
Total Moving Energy (Estimated) = 0.00

Speed limit fields (Partial days)

	Limit	Below		Above	
0	37 (PSL)	6438	99.8%	12	0.2%

Speed Statistics

SpeedStat-118
Site: N.W. River Dr.0.1NS
Description: **808 North River Drive**
Filter time: **9:59 Monday, February 13, 2017 => 8:58 Monday, February 20, 2017**
Scheme: Vehicle classification (Scheme F3)
Filter: Cls(1 2 3 4 5 6 7 8 9 10 11 12 13) Dir(NS) Sp(6,99) Headway(>0) Span(0 - 328.084)

Vehicles = 6485
Posted speed limit = 25 mph, Exceeding = 2 (0.03%), Mean Exceeding = 38.60 mph
Maximum = 39.7 mph, **Minimum** = 6.8 mph, **Mean** = 21.2 mph
85% Speed = 24.6 mph, **95% Speed** = 26.6 mph, **Median** = 21.5 mph
12 mph Pace = 15 - 27, **Number in Pace** = 5959 (91.89%)
Variance = 13.19, **Standard Deviation** = 3.63 mph

Speed Bins (Partial days)

Speed	Bin		Below		Above		Energy	vMult	n * vMult
0 - 6	0	0.0%	0	0.0%	6485	100.0%	0.00	0.00	0.00
6 - 12	185	2.4%	155	2.4%	6330	97.6%	0.00	0.00	0.00
12 - 19	1141	17.4%	1284	19.8%	5201	80.2%	0.00	0.00	0.00
19 - 25	4368	67.0%	5632	86.8%	853	13.2%	0.00	0.00	0.00
25 - 31	853	12.8%	6465	99.7%	20	0.3%	0.00	0.00	0.00
31 - 37	28	0.3%	6483	100.0%	2	0.0%	0.00	0.00	0.00
37 - 43	2	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
43 - 50	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
50 - 56	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
56 - 62	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
62 - 68	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
68 - 75	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
75 - 81	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
81 - 87	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
87 - 93	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
93 - 99	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
99 - 106	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
106 - 112	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
112 - 118	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00
118 - 124	0	0.0%	6485	100.0%	0	0.0%	0.00	0.00	0.00

Total Speed Rating = 0.00
Total Moving Energy (Estimated) = 0.00

Speed limit fields (Partial days)

	Limit	Below		Above	
0	37 (PSL)	6483	100.0%	2	0.0%

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date:3/13/2017 **Prepared by:**jchrulski

Title of Item:

REOLUTION No. 33-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, OPPOSING HOUSE BILL 17 AND SENATE BILL 1158 WHICH PREEMPT LOCAL BUSINESS REGULATIONS TO THE STATE AND PROHIBIT LOCAL GOVERNMENTS FROM IMPOSING OR ADOPTING ANY NEW REGULATIONS ON BUSINESSES UNLESS EXPRESSLY AUTHORIZED BY THE STATE LEGISLATURE. (RC)

Summary Explanation/Background Information on Agenda Request:

HB 17 and SB 1158 contradicts the will of the people of Florida who have expressed their desire for self-determination through local governance and home rule authority. The City of Stuart City Commission believes the opposition of HB 17 and SB 1158 is in the best interests of residents and businesses of the City of Stuart and the State of Florida.

Funding Source:

N/A

Recommended Action:

Approve R33-2017

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R33-2017 Opposing HB 17 and SB 1158	3/6/2017	Resolution add to Y drive
🗋	HB 17	3/7/2017	Attachment
🗋	SB 1158	3/7/2017	Attachment

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 33-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, OPPOSING HOUSE BILL 17 AND SENATE BILL 1158 WHICH PREEMPT LOCAL BUSINESS REGULATIONS TO THE STATE AND PROHIBIT LOCAL GOVERNMENTS FROM IMPOSING OR ADOPTING ANY NEW REGULATIONS ON BUSINESSES UNLESS EXPRESSLY AUTHORIZED BY THE STATE LEGISLATURE.

* * * * *

WHEREAS, the City of Stuart is a voluntarily created government, chartered by its citizens as an embodiment of local self-determination; and

WHEREAS, in 1968, Florida voters amended the State Constitution to confer broad "Home Rule" powers to municipal governments under Article VIII, Section 2(b); and

WHEREAS, HB 17 and SB 1158 contradicts the will of the people of Florida who have unequivocally expressed their desire for self-determination through local governance; and

WHEREAS, the State Legislature does not hold a year-round Legislative Session and would not best serve the residents of Florida by arbitrating over local business matters where local governments closest to its constituents, may effectuate a swifter and more meaningful redress; and

WHEREAS, the City of Stuart City Commission believes the opposition of HB 17 and SB 1158 is in the best interests of residents and businesses of the City of Stuart and the State of Florida.

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 opposes House Bill 17 and Senate Bill 1158 which would erode local government power in managing local business matters while preempting such powers to the State Legislature. By directly contradicting the intent of a Constitutional Amendment from 1968 which conferred broad "Home Rule" powers to municipal governments, these bills reduce the efficacy of governance over such matters in local communities.

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

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

	YES	NO	ABSENT	ABSTAIN
TOM CAMPENNI, MAYOR				
TROY A. MCDONALD, VICE MAYOR				
EULA R. CLARKE, COMMISSIONER				
KELLI GLASS LEIGHTON, COMMISSIONER				
JEFFREY A. KRAUSKOPF, COMMISSIONER				

ADOPTED this 13th day of March, 2017.

ATTEST:

_____
CHERYL WHITE
CITY CLERK

_____
TOM CAMPENNI
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

A bill to be entitled

An act relating to local regulation preemption; creating s. 163.20, F.S.; providing definitions; prohibiting certain local governments from imposing or adopting certain regulations on businesses, professions, and occupations after a certain date; preempting the regulation of businesses, professions, and occupations to the state; providing exceptions to such preemption; providing an effective date.

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

Section 1. Section 163.20, Florida Statutes, is created to read:

163.20 Regulation of businesses, professions, and occupations preempted to the state.—

(1) DEFINITIONS.-As used in this section:

(a) "Local government" means a county, municipality, special district, school district, or political subdivision of the state.

(b) "Regulation" means a rule or regulation, license, permit, or requirement, along with any associated fee.

(2) LOCAL GOVERNMENT REGULATION.-On or after July 1, 2017, a local government may not adopt or impose a new regulation on a business, profession, or occupation unless the regulation is

CODING: Words stricken are deletions; words underlined are additions.

expressly authorized by general law.

(3) PREEMPTION OF REGULATION TO THE STATE.-Notwithstanding any law to the contrary, this section expressly preempts the regulation of businesses, professions, and occupations to the state and supersedes any local government regulation of businesses, professions, and occupations with the exception of the following:

(a) A regulation adopted prior to July 1, 2017, without general law authority. Any such regulation expires on July 1, 2020.

(b) A regulation expressly authorized by general law.

(4) EXISTING REGULATION LIMIT.-A local government with a local regulation concerning a business, profession, or occupation that is retained pursuant to paragraph (3)(a) may not impose additional regulations on that business, profession, or occupation or modify such regulation except to repeal or reduce the regulation.

(5) REGULATIONS NOT AUTHORIZED.—Any local regulation of a business, profession, or occupation that is not authorized under this section or expressly authorized by general law does not apply and may not be enforced.

Section 2. This act shall take effect July 1, 2017.

By Senator Passidomo

28-00294C-17 20171158__

A bill to be entitled

An act relating to regulation of commerce, trade, and labor; creating ss. 125.003, 166.015, and 189.0125, F.S.; reserving to the state the exclusive right to regulate matters of commerce, trade, and labor under certain circumstances; prohibiting counties, municipalities, and special districts from engaging in specified actions that regulate commerce, trade, or labor, unless otherwise expressly authorized to do so by special or general law; providing that an ordinance, rule, or regulation that violates a specified provision is null and void; authorizing a local government to seek nullification of an ordinance, rule, or regulation of another county, municipality, or special district upon the affirmative vote of the governing body of the local government that the ordinance, rule, or regulation violates a specified provision; requiring the local government to notify the county, municipality, or special district that the local government is initiating the process of nullification; specifying requirements for such notification; requiring the county, municipality, or special district to provide certain responses to the local government within specified periods, subject to certain requirements; requiring the local government to notify the county, municipality, or special district that adopted the ordinance, rule, or regulation that it intends to submit a copy of the ordinance, rule, or regulation to the Legislature for

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its nullification within a specified period, subject to certain requirements; requiring the local government to submit a copy of the ordinance, rule, or regulation and a certain written explanation of how the ordinance, rule, or regulation violates a specified provision to the Legislature within a specified period; providing that such submission is void under certain circumstances; providing that the ordinance, rule, or regulation is nullified and repealed on the last day of the next regular session if the Legislature does not ratify it on or before the last day of that regular session; providing for retroactive application; providing applicability; providing an effective date.

WHEREAS, the Constitution of the State of Florida and the Florida Statutes establish the authority of the Legislature to define and fix the scope of the power of local government, and

WHEREAS, local governmental entities are given broad authority to adopt ordinances relating to issues that include, but are not limited to, zoning, local law enforcement, code inspection and enforcement, alcoholic beverage regulations, solid waste management, and finance and taxation as detailed in general law, and

WHEREAS, it is in the best interest of this state to protect and encourage the exercise of home rule power and local authority on issues such as those described, and

WHEREAS, the increasingly interconnected nature of our society and economy may result in local ordinances having a far-

reaching impact beyond the locality where they are adopted, and

WHEREAS, some local ordinances are becoming increasingly burdensome and creating considerable and costly challenges to businesses, and

WHEREAS, local governmental entities should continue to enjoy the ability to govern their localities as they see fit; however, this exercise of authority at the local level should not be allowed to impede, unchecked, commerce, trade, and labor throughout the state outside the boundaries of the local governmental entities, and

WHEREAS, although the State of Florida has a vested interest in facilitating the strong and active governance of local governmental entities by their respective governing bodies, such governance should not impede or encroach on the self-governance of other local governmental entities or the orderly conduct of business throughout this state, and

WHEREAS, the Legislature hereby clarifies its authority with regard to the regulation of commerce, trade, and labor for the purpose of preserving the authority of each local governmental entity while encouraging efficiency and economic growth through the reduction of inconsistent and costly regulation, NOW, THEREFORE,

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

Section 1. Section 125.003, Florida Statutes, is created to read:

125.003 Regulation of commerce, trade, and labor; preemption.—

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

(1)(a) The state expressly preempts the regulation of matters relating to commerce, trade, and labor under the conditions set forth in this section.

(b) Unless otherwise expressly authorized by special or general law, the legislative and governing body of a county may not regulate commerce, trade, or labor by:

1. Banning the sale of a good or service;

2. Imposing a penalty on the sale of a good or service;

3. Requiring an employer to pay any or all of its employees a wage rate not otherwise required under a special, general, or federal law; or

4. Adopting an ordinance, rule, or regulation on commerce, trade, or labor which:

a. Interferes with the regulation of commerce, trade, or labor outside the territorial boundaries of the county; or

b. Has an adverse impact on economic growth; private sector job creation or employment; private sector investment; business competitiveness, including impeding the ability of persons doing business in the county or state to compete with persons doing business in other areas of the state or in other domestic markets; productivity; or innovation within the county or outside its territorial boundaries.

(c) An ordinance, rule, or regulation that violates this subsection is null and void.

(2) Upon the affirmative vote of the governing body of a local government that an ordinance, rule, or regulation of a county violates subsection (1), the local government may seek to nullify such ordinance, rule, or regulation. In order to begin the process of nullification, the local government must notify

the county in writing that the local government is initiating the process of nullification under this section. Such notification must include:

(a) A copy of the ordinance, rule, or regulation;

(b) A written explanation of how the ordinance, rule, or regulation violates subsection (1), including any adverse impact that the ordinance, rule, or regulation has on the local government or other area outside the territorial boundaries of the county; and

(c) A request to the county to repeal the specific ordinance, rule, or regulation or to amend it so that it does not violate subsection (1), specifically identifying the amendments needed to bring the ordinance, rule, or regulation into compliance.

(3) The county must respond in writing to the local government within 5 days after receipt of the notice, stating that the county:

(a) Is in receipt of the notice required under subsection (2); and

(b) Will review and respond with specificity to the notice within 30 days after receipt of the notice.

(4) Within 30 days after receipt of the notice required under subsection (2), the county shall respond to the local government in writing that it has reviewed the notice and the assertions of the local government regarding the ordinance, rule, or regulation that the local government asserts is in violation of subsection (1) and state whether the county:

(a) Intends to repeal the ordinance, rule, or regulation;

(b) Intends to amend the ordinance, rule, or regulation,

including specifying the amendments that will be made to bring the ordinance, rule, or regulation into compliance with subsection (1); or

(c) Refuses to repeal or amend, stating with specificity the reasons why the county asserts the ordinance, rule, or regulation does not violate subsection (1).

(5) If the county refuses to repeal or amend the ordinance, rule, or regulation and the local government continues to assert the ordinance, rule, or regulation is in violation of subsection (1) and wishes to nullify the ordinance, rule, or regulation, the local government must, no later than 90 days before the next regular session of the Legislature:

(a) Notify, in writing, the county that adopted the ordinance, rule, or regulation that it intends to submit a copy of the ordinance, rule, or regulation to the Legislature for its nullification and include the materials provided in paragraphs (b) and (c) in such notification;

(b) Submit a copy of the ordinance, rule, or regulation to the President of the Senate and the Speaker of the House of Representatives; and

(c) Submit a written explanation of how the ordinance, rule, or regulation violates subsection (1), including any adverse impact that the ordinance, rule, or regulation has on the local government or other area outside the territorial boundaries of the county, to the President of the Senate and the Speaker of the House of Representatives.

(6) Failure to provide the required notice to the county before submission of the nullification request to the Legislature renders such submission void.

(7) If the Legislature does not ratify the ordinance, rule, or regulation on or before the last day of the next regular session, it is nullified and repealed on the last day of that regular session.

(8) This section is retroactive to January 1, 2017; however, any ordinance, rule, regulation, or law enacted and made effective before January 1, 2017, which conflicts with this section prevails.

Section 2. Section 166.015, Florida Statutes, is created to read:

166.015 Regulation of commerce, trade, and labor; preemption.—

(1)(a) The state expressly preempts the regulation of matters relating to commerce, trade, and labor under the conditions set forth in this section.

(b) Unless otherwise expressly authorized by special or general law, the legislative and governing body of a municipality may not regulate commerce, trade, or labor by:

1. Banning the sale of a good or service;

2. Imposing a penalty on the sale of a good or service;

3. Requiring an employer to pay any or all of its employees a wage rate not otherwise required under a special, general, or federal law; or

4. Adopting an ordinance, rule, or regulation on commerce, trade, or labor which:

a. Interferes with the regulation of commerce, trade, or labor outside the territorial boundaries of the municipality; or

b. Has an adverse impact on economic growth; private sector job creation or employment; private sector investment; business

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competitiveness, including impeding the ability of persons doing business in the municipality or state to compete with persons doing business in other areas of the state or in other domestic markets; productivity; or innovation within the municipality or outside its territorial boundaries.

(c) An ordinance, rule, or regulation that violates this subsection is null and void.

(2) Upon the affirmative vote of the governing body of a local government that an ordinance, rule, or regulation of a municipality violates subsection (1), the local government may seek to nullify such ordinance, rule, or regulation. In order to begin the process of nullification, the local government must notify the municipality in writing that the local government is initiating the process of nullification under this section. Such notification must include:

(a) A copy of the ordinance, rule, or regulation;

(b) A written explanation of how the ordinance, rule, or regulation violates subsection (1), including any adverse impact that the ordinance, rule, or regulation has on the local government or other area outside the territorial boundaries of the municipality; and

(c) A request to the municipality to repeal the specific ordinance, rule, or regulation or to amend it so that it does not violate subsection (1), specifically identifying the amendments needed to bring the ordinance, rule, or regulation into compliance.

(3) The municipality must respond in writing to the local government within 5 days after receipt of the notice, stating that the municipality:

(a) Is in receipt of the notice required under subsection (2); and

(b) Will review and respond with specificity to the notice within 30 days after receipt of the notice.

(4) Within 30 days after receipt of the notice required under subsection (2), the municipality shall respond to the local government in writing that it has reviewed the notice and the assertions of the local government regarding the ordinance, rule, or regulation that the local government asserts is in violation of subsection (1) and state whether the municipality:

(a) Intends to repeal the ordinance, rule, or regulation;

(b) Intends to amend the ordinance, rule, or regulation, including specifying the amendments that will be made to bring the ordinance, rule, or regulation into compliance with subsection (1); or

(c) Refuses to repeal or amend, stating with specificity the reasons why the municipality asserts the ordinance, rule, or regulation does not violate subsection (1).

(5) If the municipality refuses to repeal or amend the ordinance, rule, or regulation and the local government continues to assert the ordinance, rule, or regulation is in violation of subsection (1) and wishes to nullify the ordinance, rule, or regulation, the local government must, no later than 90 days before the next regular session of the Legislature:

(a) Notify, in writing, the municipality that adopted the ordinance, rule, or regulation that it intends to submit a copy of the ordinance, rule, or regulation to the Legislature for its nullification and include the materials provided in paragraphs (b) and (c) in such notification;

(b) Submit a copy of the ordinance, rule, or regulation to the President of the Senate and the Speaker of the House of Representatives; and

(c) Submit a written explanation of how the ordinance, rule, or regulation violates subsection (1), including any adverse impact that the ordinance, rule, or regulation has on the local government or other area outside the territorial boundaries of the municipality, to the President of the Senate and the Speaker of the House of Representatives.

(6) Failure to provide the required notice to the municipality before submission of the nullification request to the Legislature renders such submission void.

(7) If the Legislature does not ratify the ordinance, rule, or regulation on or before the last day of the next regular session, it is nullified and repealed on the last day of that regular session.

(8) This section is retroactive to January 1, 2017; however, any ordinance, rule, regulation, or law enacted and made effective before January 1, 2017, which conflicts with this section prevails.

Section 3. Section 189.0125, Florida Statutes, is created to read:

189.0125 Regulation of commerce, trade, and labor; preemption.—

(1)(a) The state expressly preempts the regulation of matters relating to commerce, trade, and labor under the conditions set forth in this section.

(b) Unless otherwise expressly authorized by special or general law, the legislative and governing body of a special

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district may not regulate commerce, trade, or labor by:

1. Banning the sale of a good or service;

2. Imposing a penalty on the sale of a good or service;

3. Requiring an employer to pay any or all of its employees a wage rate not otherwise required under a special, general, or federal law; or

4. Adopting an ordinance, rule, or regulation on commerce, trade, or labor which:

a. Interferes with the regulation of commerce, trade, or labor outside the territorial boundaries of the special district; or

b. Has an adverse impact on economic growth; private sector job creation or employment; private sector investment; business competitiveness, including impeding the ability of persons doing business in the special district or state to compete with persons doing business in other areas of the state or in other domestic markets; productivity; or innovation within the special district or outside its territorial boundaries.

(c) An ordinance, rule, or regulation that violates this subsection is null and void.

(2) Upon the affirmative vote of the governing body of a local government that an ordinance, rule, or regulation of a special district violates subsection (1), the local government may seek to nullify such ordinance, rule, or regulation. In order to begin the process of nullification, the local government must notify the special district in writing that the local government is initiating the process of nullification under this section. Such notification must include:

(a) A copy of the ordinance, rule, or regulation;

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(b) A written explanation of how the ordinance, rule, or regulation violates subsection (1), including any adverse impact that the ordinance, rule, or regulation has on the local government or other area outside the territorial boundaries of the special district; and

(c) A request to the special district to repeal the specific ordinance, rule, or regulation or to amend it so that it does not violate subsection (1), specifically identifying the amendments needed to bring the ordinance, rule, or regulation into compliance.

(3) The special district must respond in writing to the local government within 5 days after receipt of the notice, stating that the special district:

(a) Is in receipt of the notice required under subsection (2); and

(b) Will review and respond with specificity to the notice within 30 days after receipt of the notice.

(4) Within 30 days after receipt of the notice required under subsection (2), the special district shall respond to the local government in writing that it has reviewed the notice and the assertions of the local government regarding the ordinance, rule, or regulation that the local government asserts is in violation of subsection (1) and state whether the special district:

(a) Intends to repeal the ordinance, rule, or regulation;

(b) Intends to amend the ordinance, rule, or regulation, including specifying the amendments that will be made to bring the ordinance, rule, or regulation into compliance with subsection (1); or

(c) Refuses to repeal or amend, stating with specificity the reasons why the special district asserts the ordinance, rule, or regulation does not violate subsection (1).

(5) If the special district refuses to repeal or amend the ordinance, rule, or regulation and the local government continues to assert the ordinance, rule, or regulation is in violation of subsection (1) and wishes to nullify the ordinance, rule, or regulation, the local government must, no later than 90 days before the next regular session of the Legislature:

(a) Notify, in writing, the special district that adopted the ordinance, rule, or regulation that it intends to submit a copy of the ordinance, rule, or regulation to the Legislature for its nullification and include the materials provided in paragraphs (b) and (c) in such notification;

(b) Submit a copy of the ordinance, rule, or regulation to the President of the Senate and the Speaker of the House of Representatives; and

(c) Submit a written explanation of how the ordinance, rule, or regulation violates subsection (1), including any adverse impact that the ordinance, rule, or regulation has on the local government or other area outside the territorial boundaries of the special district, to the President of the Senate and the Speaker of the House of Representatives.

(6) Failure to provide the required notice to the special district before submission of the nullification request to the Legislature renders such submission void.

(7) If the Legislature does not ratify the ordinance, rule, or regulation on or before the last day of the next regular session, it is nullified and repealed on the last day of that

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regular session.

(8) This section is retroactive to January 1, 2017; however, any ordinance, rule, regulation, or law enacted and made effective before January 1, 2017, which conflicts with this section prevails.

Section 4. This act shall take effect upon becoming a law.

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CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 3/13/2017 **Prepared by:** P Nicoletti

Title of Item:

THIS IS A "PLACE HOLDER' FOR ANY ACTIONS TO BE TAKEN BY THE CITY COMMISSION REGARDING BILLS TO COME BEFORE THE FLORIDA LEGISLATURE DURING THE 2017 GENERAL SESSION.

Summary Explanation/Background Information on Agenda Request:

During the 2017 General Session of The Florida Legislature, various Bills are considered, and invariably could affect the City of Stuart. As such, the City Commission has indicated that it will respond quickly to Bills filed so the City can respond and advise Legislators regarding the effects anticipated from those Bills.

Funding Source:

N/A

Recommended Action:

Consider actions to be taken regarding any Bills brought forward by the staff or Commissioners.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 3/13/2017 **Prepared by:** Lenora Darden

Title of Item:

RESOLUTION No. 31-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF WORK ORDER NO. 2015-156-WO5, ST. LUCIE SEWER BASIN TO THE LOWEST, MOST RESPONSIVE RESPONSIBLE BIDDER, FELIX ASSOCIATES OF FLORIDA, INC., OF STUART, FLORIDA, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (RC)

Summary Explanation/Background Information on Agenda Request:

The Stuart City Commission awarded Request for Qualification No. 2016-156, Underground Utility Construction Services to the top three (3) most qualified firms.

Each firm was notified of the project on February 3, 2017. A mandatory prebid was held on February 22, 2017, all three firms participated. This project was competitively bid between the three firms, DBE Utility Services, Felix Associates, and Johnson-Davis Inc. All firms submitted bids by the bid opening date and time of 2:30 pm, March 8, 2017.

Public Works staff with the concurrence of Culpepper and Terpening, Inc. (Engineer of Record), recommends award to Felix Associates of Florida, Inc., of Stuart, Florida, the lowest responsive and responsible bidder, for the total unit price bid amount of $521,146.50 and authorizes the Mayor and City Clerk to execute the agreement subsequent to review and approval by the City Attorney.

Funding Source:

Funds are available in 1630 R563 with matching funds from a FDEP Grant, Project # PWG112-7

Recommended Action:

Adopt Resolution No. 31-2017

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R31-2017 WOrk Order 20015-2016	3/8/2017	Resolution add to Y drive
🗋	Contract	3/8/2017	Backup Material
🗋	Bid Tabulation	3/8/2017	Backup Material
🗋	Bid Reccommendation	3/8/2017	Cover Memo

CITY OF STUART, FLORIDA

RESOLUTION NUMBER 31-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING WORK ORDER NO. 5, SAINT LUCIE SEWER BASIN OF RFQL NO. 2015-156 UNDERGROUND UTILITY CONSTRUCTION SERVICES TO THE LOWEST, MOST RESPONSIVE RESPONSIBLE BIDDER FELIX ASSOCIATES OF FLORIDA, INC., OF STUART FLORIDA, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The City Commission of the City of Stuart, Florida awarded the RFQL No. 2015-156, Underground Utility Construction Services to the three (3) most qualified firms responding to the Request for Qualification.

SECTION 2: Bids from all three (3) firms were submitted for the St. Lucie Sewer Basin on March 8, 2017. Public Works staff with the concurrence of Culpepper and Terpening, Inc. (Engineer of Record), recommends award to Felix Associates of Florida, Inc., the lowest responsive and responsible bidder, at the total unit price bid amount of $521,146.50, and authorizes the Mayor and City Clerk to execute the agreement subsequent to review and approval by the City Attorney.

Resolution No. 31-2017
Approve Award of 2015-156-WO5, St. Lucie Sewer Basin

SECTION 3: This resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption.

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

	YES	NO	ABSENT
TOM CAMPENNI, MAYOR			
TROY A. MCDONALD, VICE MAYOR			
EULA R. CLARKE, COMMISSIONER			
KELLI GLASS LEIGHTON, COMMISSIONER			
JEFFREY A.KRAUSKOPF, COMMISSIONER			

ADOPTED this 13th day of March, 2017.

ATTEST:

_____
CHERYL WHITE
CITY CLERK

_____
TOM CAMPENNI
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

CITY OF STUART
UNIT PRICE CONTRACT

PROJECT: WORK ORDER #5 TO RFQL# 2015-156 UNDERGROUND UTILITY CONSTRUCTION SERVICES FOR SAINT LUCIE SEWER BASIN

CONTRACTOR: FELIX ASSOCIATES OF FLORIDA, INC.
18526 SW KANSAS AVENUE
STUART, FL 34997

THIS UNIT PRICE AGREEMENT is an attachment to the Master Agreement for Underground Utility Construction Services RFQL #2015-156, hereinafter "Agreement," made this 9th day of May, 2016, between the City of Stuart, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter called the "CITY", and Felix Associates of Florida, Inc., hereinafter called the "CONTRACTOR."

WITNESSETH:

1. DESCRIPTION OF WORK

It is agreed that the work to be done under this Agreement is described in the contract documents listed in "**Attachments A & B**" attached hereto. A copy of these documents is on file in the Office of the City Clerk as a public record. Any conflict between the terms and conditions of the documents and the terms and conditions of this Agreement, shall be interpreted in favor of this Agreement.

2. PROJECT MANAGER

The Project Manager for the City is the Public Works Director unless a designee is appointed in which the identity of the designee shall be provided to the CONTRACTOR in writing.

The Project Manager for the Contractor is

Larry Roof
Phone: 561-248-0230
Fax: 772-220-2728
Email: lroof@felixassociates.net

3. TIME OF PERFORMANCE

The Contractor shall begin work within ten (10) calendar days after delivery of written Notice to Proceed, hereinafter "NTP," issued by the Project Manager for the City to the Project Manager for the Contractor. All performance of the Contract Work shall be completed by no later than One Hundred and Fifty (150) calendar days from NTP. Commencement of the Contract Work by the Contractor shall be deemed a waiver of the NTP and shall constitute the date of commencement for purposes of the completion deadline.

The work shall be conducted in such a manner and with sufficient labor, materials, tools, and equipment necessary to complete the work within the time limit set forth in the Agreement. Should the organization of the Contractor, or its management, or the manner of carrying on the work be inadequate to do the work specified within the stated time as determined in the sole discretion of the City, then the City shall have the right to take charge of the work and finish it and provide the labor, materials and equipment necessary to complete the work as planned within the required time and to charge the cost of all such work against the Contractor and the Contractor and the Surety and shall be held responsible therefore. The Contractor fully understands and agrees that the City shall not pay for any obligation or expenditure made by the Contractor prior to the effective date of this Agreement unless the City authorizes such payment in writing.

The City has established an allowable Agreement duration in terms of calendar days sufficient to complete the Work covered by the Agreement. By execution of the Agreement, the Contractor agrees the calendar days are sufficient to perform the Work and it has priced its bid taking into account Agreement duration. If the Contractor's Work (which is actually on the critical path) is impacted by one or more of the following events, the City may (but is not obligated to) consider approving an extension of time:

1. Tornado, Hurricane or Tropical Storm, but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.

2. Earthquake.

No other event or condition (including unforeseen inclement weather), other than those specifically identified above, will be considered as a basis for an extension of Agreement time.

4. CONTRACT PAYMENT AND CONTRACT TERM

The City shall pay the Contractor for the performance of this Agreement and satisfactory completion of the project in accordance with the unit prices as specified in "**Attachment B**" not to exceed **$521,146.50** without prior written authorization from the Project Manager of the City. Monthly partial payments requests based on the amount of work completed shall be allowed, and will made within thirty (30) days after the work being billed is accepted by the Project Manager of the City.

For any utility (water, sewer or drainage) or roadway construction and/or repair work that would require the contractor to perform a density test per the City of Stuart specifications, all hard copies of the density test reports performed within the requested pay period must be submitted with the payment application. Failure to provide the required documents may result in a delay of payment.

The term of this Agreement shall be **150 (one-hundred fifty) calendar days** from the written NTP or by no later than August 31, 2017, unless the Work is completed sooner or the contract is terminated by the City.

5. LIQUIDATED DAMAGES

The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one thousand dollars ($1,000.00) for each and every day which may exceed the stipulated time for its completion, is hereby agreed upon,

fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty.

The party of the first part is hereby authorized to deduct the said sum of one thousand dollars ($1,000.00) per day from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

6. AUDIT

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

7. GUARANTEE

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the City any defects in workmanship or material appearing in the work within 12 months after the day the work is accepted by the Project Manager of the City. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the City shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

8. CONTRACTOR RESPONSIBILITY

8.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

8.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him, or it. on account of the amount or character of the Work, or because of the nature of the ground in or on which the work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

8.3 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract.

9. INDEMNIFICATION

The Contractor covenants and agrees at all times to save, hold. and keep harmless the City, its officials, employees, agents, and volunteers and indemnify the City, its officia1s, employees, agents, and volunteers against any and all claims, demands, penalties, judgments, court costs, attorney's fees, and liability of every kind and nature whatsoever arising out of or in any way connected or arising out of the performance of this Agreement to the extent of the insurance requirements set forth herein. The Contractor hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification provided herein.

10. INSPECTION

The project will be inspected by the Engineer of Record (EOR) and the Public Works Inspector for the City and will be rejected if it is not in conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for final inspection at least two (_2_) calendar days prior, which shall be stated in such notice.

11. INSURANCE

11.1 Requirements.

Contractor shall procure and maintain insurance, as specified in Exhibit D of the Master Agreement dated July 13, 2015 and as provided in Attachment C of this agreement.

12. GENERAL PROVISIONS

12.1 Attorneys' Fees and Costs

In the event the Contractor defaults in the performance of any of the terms, covenants and conditions of this Agreement, the Contractor agrees to pay all damages and costs incurred by the City in the enforcement of this Agreement, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

12.2 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

12.3 Venue

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. Venue for any lawsuit to enforce the terms and obligations of this Agreement shall lie exclusively in Martin County, Florida.

12.4 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

12.5 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

12.6 Miscellaneous

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

13. DEFAULT / TERMINATION

13.1 Termination for Convenience

The City upon a seven (7) day written notice to the other party may terminate this Agreement. In the event of any termination, the Contractor shall be paid for all services rendered to the date of termination.

13.2 Termination for Cause

The obligation to provide further services under this Agreement may be terminated by the City upon seven (7) days written notice in the event of failure by the Contractor to perform in accordance with the terms hereof through no fault of the City.

If after notice of termination of the Contract under the provisions of this paragraph 13.2., it is determined for any reason that the Contractor was not in default, or the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 13.1 of this contract which allows the City to terminate the Contractor for convenience.

14. PUBLIC RECORDS

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.

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action with F.S. 119.0701 the Contractor shall:

Keep and maintain public records required by the public agency to perform the service.

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.

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.

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.

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.

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.

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.

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:

- The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

- 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.

A notice complies with subparagraph 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.

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.

15. ATTACHMENTS INCLUDED IN AGREEMENT

Attachment A "Bid Item Descriptions for Work Order #5 as issued by the City, including all addenda"

Attachment B "Bid Schedule for Work Order #5 as submitted by Contractor and accepted by the City"

Attachment C "Insurance and Indemnification"

Attachment D "Payment and Performance Bond with Power of Attorney"

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Signatures are on following page

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:

CHERYL WHITE
CITY CLERK

TOM CAMPENNI
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

CONTRACTOR

BY: _____

FRANK MANDARO

LARRY ROOP
(Print)

ATTACHMENT A

"BID ITEM DESCRIPTIONS FOR WORK ORDER #5 AS ISSUED BY THE CITY, INCLUDING ALL ADDENDA"

ATTACHMENT A

ST. LUCIE SEWER BASIN

BID ITEM DESCRIPTIONS

The governing specifications for this project are the City of Stuart Water and Sewer Standard Specifications and Details, and State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction Dated 2015 and FDOT Roadway and Traffic Design Standards Dated 2015. The following information is in addition to the specifications previously referenced and shall be considered the governing condition in the case of conflicting information between specifications, unless otherwise determined by the Engineer or City's Project Manager.

BID ITEMS

1. **Mobilization: (General Conditions, Bonds and Insurance)**

The work specified in this section consists of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, the special provisions, and State and local laws and regulations. All costs for bonds, permits and any required insurance, and any other pre-construction expense necessary for the start of the work, as well the cost of the removal of the above items, shall be also be included in this Section. This item also includes any costs related to obtaining an NPDES permit if necessary.

At the pre-construction meeting, the Contractor shall submit tentative work schedule as well as a list of subcontractors and emergency contacts and phone numbers.

The basis of payment for all items within **Mobilization** shall be paid per LUMP SUM.

2. Maintenance of Traffic (MOT)

The bid price for this item shall include, but not be limited to, the requirements of Maintenance of Traffic (MOT) in the Standard Specifications. The maintenance of traffic for this project shall be in accordance with the applicable FDOT index numbers (600 Series) and these documents: The Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, and FHWA. These documents shall be followed in the design, application, installation, maintenance and removal. It shall include, but not be limited to all traffic control devices, warning devices, barriers, temporary reflective markers, temporary pavement markings, dust control, and all other items necessary to protect the public and workmen from hazards within the project limits. Contractor shall coordinate any type of traffic restrictions with the City of Stuart Public Works Department. The Contractor shall notify the appropriate agencies of any road restrictions at least two (2) weeks prior to actual implementation. The Contractor shall provide access to driveways at all times

At the Pre-Construction Meeting, Contractor shall submit a detailed MOT plan depicting necessary traffic control devices for two-way traffic through affected work zones.

The basis of payment for **Maintenance of Traffic (MOT)** shall be paid per LUMP SUM.

3. Pre & Post Construction Video

The Contractor shall be required to provide a video of the project route for Preconstruction and Post Construction conditions including all potentially impacted areas both within and outside the rights of

way in accordance with City of Stuart standards. The video shall be professionally produced by a provider acceptable to the City of Stuart Public Works Department, and shall contain such detail necessary to verify Preconstruction and Post Construction conditions.

The basis of payment for **Pre & Post Construction Video** shall be paid per LUMP SUM.

4. Construction Staking and Record Drawings

It shall be the responsibility of the Contractor to provide and set in place all construction stakes and marks for lines, grades and measurements necessary or required for the proper execution and control of the work. The Contractor shall be responsible for the accuracy and preservation of the stakes and marks. The St. Lucie Basin Construction Plans provide for coordinate locations of the proposed utility installation. The Contractor shall utilize a Professional Land Surveyor to lay out the work. The Contractor shall scrupulously preserve any reference points. The Contractor shall immediately restore any damaged, dislodged, or lost reference points at their expense.

The Contractor shall carefully maintain all benchmarks, monuments, and other reference points. Survey monuments or benchmarks which have been disturbed by this construction work shall be carefully witnessed before removal and replaced upon completion of the work by a Professional Land Surveyor, registered in and by the State of Florida.

A complete set of digital record drawings shall be provided by the Contractor along with three (3) sets of 24" x 36" Record Drawings, signed and sealed by a licensed Professional Surveyor and Mapper in the State of Florida. The digital copy of the file shall be provided on a compact disk.

All Record Drawings must be prepared using AutoCAD 2004 or earlier, and PDF format compatible with the City. The Record Drawings shall be prepared using the NAD 83/90 Horizontal Datum in State Plan Coordinates and the NAVD 88 Vertical Datum.

Record Drawings shall include the following information:

- Location of mains from property or easement lines and alignment distance from centerline of road at 100 Ft. +/- intervals
- Size, length, and type of material used to construct all mains.
- Show actual location and elevation of all tees, crosses, bends, terminal ends, valves, cleanouts, air release valves, etc.
- Elevation and horizontal location of all storm sewer, gravity main including laterals, force mains, water main, other utilities, etc. which are crossed, including clearance dimension at all conflicts or crossings.

The basis of payment for **Construction Staking and Record Drawings** shall be paid as LUMP SUM.

5. Pollution/Erosion Control

The Contractor shall be required to provide Erosion Control Measures in accordance with Section 104 Prevention, Control, and Abatements of Erosion and Water Pollution of the Standard Specifications, and Index 102 of the FDOT Roadway and Traffic Design Standards for this project. The unit cost shall include, but not be limited to the required manpower, equipment, materials, maintenance, and any other items necessary to provide Erosion Control in accordance with standard NPDES protocol. All costs for removal of the Erosion Control Measures shall also be included in the bid item. The Contractor will be responsible for the periodic replacement of the Erosion Control Measures as necessary to meet NPDES

discharge requirements at no additional costs to the CITY. No separate payment is made for maintaining the Erosion Control Measures. The Contractor shall also bear the cost and responsibility of obtaining an FDEP Notice of Intent (NOI), if required for this project.

The basis of payment for **Pollution/Erosion Control** shall be paid as LUMP SUM.

6. Furnish and Install 2" Diameter SDR 21 PVC LPM

The bid price for this item shall include furnishing and install of the 2" diameter PVC pipe. The work shall include all items associated with the proper installation and restoration of the pipe. Work shall include, but not be limited to excavation of the low pressure main trench; disposal of excess material; sheeting and bracing; dewatering; protection and support of existing utilities such as telephone, water, sewers, electric lines, and all other piping and conduits that may be encountered in the work; furnishing and installation of the PVC pipe, trace wire, in line and branch fittings and accessories, restraints, concrete thrust blocks and pipe supports together with backfilling and compaction of the trench; removal and replacement of fencing and signs; removal, protection and replacement of existing sod, trees and shrubs; and repair of underground electrical wiring and traffic detectors; and all other material, labor, tools, equipment, and incidentals necessary to complete the work. Contractor shall make all reasonable efforts to maintain access to residential and commercial driveways at all times during construction activities.

The basis of payment for **Furnish and Install 2" Diameter SDR 21 PVC LPM** shall be paid per LINEAR FOOT installed and shall not include the length of valves, fittings, or the spigot end inserted into the bell or mechanical joint.

7. Furnish and Install 3" Diameter SDR 21 PVC LPM

The bid price for this item shall include furnishing and install of the 3" diameter PVC pipe. The work shall include all items associated with the proper installation and restoration of the pipe. Work shall include, but not be limited to excavation of the low pressure main trench; disposal of excess material; sheeting and bracing; dewatering; protection and support of existing utilities such as telephone, water, sewers, electric lines, and all other piping and conduits that may be encountered in the work; furnishing and installation of the PVC pipe, trace wire, in line and branch fittings and accessories, restraints, concrete thrust blocks and pipe supports together with backfilling and compaction of the trench; removal and replacement of fencing and signs; removal, protection and replacement of existing sod, trees and shrubs; and repair of underground electrical wiring and traffic detectors; and all other material, labor, tools, equipment, and incidentals necessary to complete the work. Contractor shall make all reasonable efforts to maintain access to residential and commercial driveways at all times during construction activities.

The basis of payment for **Furnish and Install 3" Diameter SDR 21 PVC LPM** shall be paid per LINEAR FOOT installed and shall not include the length of valves, fittings, or the spigot end inserted into the bell or mechanical joint.

8. Furnish and Install 4" Diameter SDR 21 PVC LPM

The bid price for this item shall include furnishing and install of the 4" diameter PVC pipe. The work shall include all items associated with the proper installation and restoration of the pipe. Work shall include, but not be limited to excavation of the low pressure main trench; disposal of excess material; sheeting and bracing; dewatering; protection and support of existing utilities such as telephone, water, sewers, electric lines, and all other piping and conduits that may be encountered in the work; furnishing and installation of the PVC pipe, trace wire, in line and branch fittings and accessories, restraints, concrete thrust blocks and pipe supports together with backfilling and compaction of the trench; removal and replacement of fencing and signs; removal, protection and replacement of existing sod, trees and

shrubs; and repair of underground electrical wiring and traffic detectors; and all other material, labor, tools, equipment, and incidentals necessary to complete the work. Contractor shall make all reasonable efforts to maintain access to residential and commercial driveways at all times during construction activities.

The basis of payment for **Furnish and Install 4" Diameter SDR 21 PVC LPM** shall be paid per LINEAR FOOT installed and shall not include the length of valves, fittings, or the spigot end inserted into the bell or mechanical joint.

9. Furnish and Install 6" Diameter SDR 21 PVC LPM

The bid price for this item shall include furnishing and install of the 6" diameter PVC pipe. The work shall include all items associated with the proper installation and restoration of the pipe. Work shall include, but not be limited to excavation of the low pressure main trench; disposal of excess material; sheeting and bracing; dewatering; protection and support of existing utilities such as telephone, water, sewers, electric lines, and all other piping and conduits that may be encountered in the work; furnishing and installation of the PVC pipe, trace wire, in line and branch fittings and accessories, restraints, concrete thrust blocks and pipe supports together with backfilling and compaction of the trench; removal and replacement of fencing and signs; removal, protection and replacement of existing sod, trees and shrubs; and repair of underground electrical wiring and traffic detectors; and all other material, labor, tools, equipment, and incidentals necessary to complete the work. Contractor shall make all reasonable efforts to maintain access to residential and commercial driveways at all times during construction activities.

The basis of payment for **Furnish and Install 6" Diameter SDR 21 PVC LPM** shall be paid per LINEAR FOOT installed and shall not include the length of valves, fittings, or the spigot end inserted into the bell or mechanical joint.

10. Pipe Furnish and Install 2" Diameter DR11 IPS HDPE LPM

The bid price for this item shall include all labor, materials, equipment and incidentals necessary to furnish and install 2" diameter high density polyethylene (HDPE) pipe via Horizontal Directional Drill (HDD) as shown on the contract drawings, as specified herein and as directed by the Engineer, including but not limited to: HDPE / PVC transition couplings, the excavation for the pit, receiving pit and pipe trench, together with the disposal of all excess materials, bracing, sheeting and dewatering, the furnishing and installation of the HDPE pipe and trace wire, all fittings, the backfilling of the drilling and receiving pits, maintaining uninterrupted flow of existing utilities, providing access to driveways at all times, replacement of sod, cleaning the site of the work location and protection of utilities, structures, trees, shrubs and lawns, and all other work required for the complete installation of the force main.

The work under this item shall also include: protection and support of existing utilities such as telephone, water, sewers, gas, electric lines, and all other piping and conduits that may be encountered in the work; and all other material, labor, tools, equipment, and incidentals necessary to complete the work. This bid item includes all HDD roadway crossings and driveways crossed via horizontal directional drill.

Any break through (Frac out) of bentonite or driller's fluid shall be removed and disposed of at the contractor's expense, and all impacted areas restored to original condition at no cost to the owner.

The basis of payment for **Pipe Furnish and Install 2" Diameter DR11 IPS HDPE LPM** shall be paid per horizontal LINEAR FOOT.

11. Pipe Furnish and Install 3" Diameter DR11 IPS HDPE LPM

The bid price for this item shall include all labor, materials, equipment and incidentals necessary to furnish and install 3" diameter high density polyethylene (HDPE) pipe via Horizontal Directional Drill (HDD) as shown on the contract drawings, as specified herein and as directed by the Engineer of Record, including but not limited to: HDPE / PVC transition couplings, the excavation for the pit, receiving pit and pipe trench, together with the disposal of all excess materials, bracing, sheeting and dewatering, the furnishing and installation of the HDPE pipe and trace wire, all fittings, the backfilling of the drilling and receiving pits, maintaining uninterrupted flow of existing utilities, providing access to driveways at all times, replacement of sod, cleaning the site of the work location and protection of utilities, structures, trees, shrubs and lawns, and all other work required for the complete installation of the force main.

The work under this item shall also include: protection and support of existing utilities such as telephone, water, sewers, gas, electric lines, and all other piping and conduits that may be encountered in the work; and all other material, labor, tools, equipment, and incidentals necessary to complete the work. This bid item includes all HDD roadway crossings and driveways crossed via horizontal directional drill.

Any break through (Frac out) of bentonite or driller's fluid shall be removed and disposed of at the Contractor's expense, and all impacted areas restored to original condition at no cost to the City.

The basis of payment for **Pipe Furnish and Install 3" Diameter DR11 IPS HDPE LPM** shall be paid per horizontal LINEAR FOOT.

12. Pipe Furnish and Install 4" Diameter DR11 IPS HDPE LPM

The bid price for this item shall include all labor, materials, equipment and incidentals necessary to furnish and install 4" diameter high density polyethylene (HDPE) pipe via Horizontal Directional Drill (HDD) as shown on the St. Lucie Basin Construction Plans, as specified herein and as directed by the Engineer of Record, including but not limited to: HDPE / PVC transition couplings, the excavation for the pit, receiving pit and pipe trench, together with the disposal of all excess materials, bracing, sheeting and dewatering, the furnishing and installation of the HDPE pipe and trace wire, all fittings, the backfilling of the drilling and receiving pits, maintaining uninterrupted flow of existing utilities, providing access to driveways at all times, replacement of sod, cleaning the site of the work location and protection of utilities, structures, trees, shrubs and lawns, and all other work required for the complete installation of the force main.

The work under this item shall also include: protection and support of existing utilities such as telephone, water, sewers, gas, electric lines, and all other piping and conduits that may be encountered in the work; and all other material, labor, tools, equipment, and incidentals necessary to complete the work. This bid item includes all HDD roadway crossings and driveways crossed via horizontal directional drill.

Any break through (Frac out) of bentonite or driller's fluid shall be removed and disposed of at the Contractor's expense, and all impacted areas restored to original condition at no cost to the City.

The basis of payment for **Pipe Furnish and Install 4" Diameter DR11 IPS HDPE LPM** shall be paid per horizontal LINEAR FOOT.

13. Pipe Furnish and Install 6" Diameter DR11 IPS HDPE LPM:

The bid price for this item shall include all labor, materials, equipment and incidentals necessary to furnish and install 4" diameter high density polyethylene (HDPE) pipe via Horizontal Directional Drill

(HDD) as shown on the contract drawings, as specified herein and as directed by the Engineer, including but not limited to: HDPE / PVC transition couplings, the excavation for the pit, receiving pit and pipe trench, together with the disposal of all excess materials, bracing, sheeting and dewatering, the furnishing and installation of the HDPE pipe and trace wire, all fittings, the backfilling of the drilling and receiving pits, maintaining uninterrupted flow of existing utilities, providing access to driveways at all times, replacement of sod, cleaning the site of the work location and protection of utilities, structures, trees, shrubs and lawns, and all other work required for the complete installation of the force main.

The work under this item shall also include: protection and support of existing utilities such as telephone, water, sewers, gas, electric lines, and all other piping and conduits that may be encountered in the work; and all other material, labor, tools, equipment, and incidentals necessary to complete the work. This bid item includes all HDD roadway crossings and driveways crossed via horizontal directional drill.

Any break through (Frac out) of bentonite or driller's fluid shall be removed and disposed of at the Contractor's expense, and all impacted areas restored to original condition at no cost to the City.

The basis of payment for **Pipe Furnish and Install 6" Diameter DR11 IPS HDPE LPM** shall be paid per horizontal LINEAR FOOT.

14. Furnish and Install 2" Terminal Cleanout Assembly

The bid price for this item shall include, but not be limited to, furnishing and installing all terminal cleanout assemblies as depicted in the design drawings and as shown in the Detail LP-5 TERMINAL FLUSHING PORT DETAIL. The installation shall include all materials and labor required for the work, as well as all excavation, compaction, and removal and disposal of all excess materials.

The basis of payment for **Furnish and Install 2" Terminal Cleanout Assembly** shall be paid per EACH assembly installed.

15. Furnish and Install 2" Pressure Cleanout Assembly

The bid price for this item shall include, but not be limited to, furnishing and installing all pressure cleanout assemblies as depicted in the design drawings and as shown in the Detail LP-6 IN-LINE FLUSHING PORT DETAIL. The installation shall include all materials and labor required for the work, as well as all excavation, compaction, and removal and disposal of all excess materials.

The basis of payment for **Furnish and Install 2" Pressure Cleanout Assembly** shall be paid per EACH assembly of the associated size installed.

16. Furnish and Install 3" Pressure Cleanout Assembly

The bid price for this item shall include, but not be limited to, furnishing and installing all pressure cleanout assemblies as depicted in the design drawings and as shown in the Detail LP-6 IN-LINE FLUSHING PORT DETAIL. The installation shall include all materials and labor required for the work, as well as all excavation, compaction, and removal and disposal of all excess materials.

The basis of payment for **Furnish and Install 3" Pressure Cleanout Assembly** shall be paid per EACH assembly of the associated size installed.

17. Furnish and Install 4" Pressure Cleanout Assembly

The bid price for this item shall include, but not be limited to, furnishing and installing all pressure cleanout assemblies as depicted in the design drawings and as shown in the Detail LP-6 IN-LINE

FLUSHING PORT DETAIL. The installation shall include all materials and labor required for the work, as well as all excavation, compaction, and removal and disposal of all excess materials.

The basis of payment for **Furnish and Install 4" Pressure Cleanout Assembly** shall be paid per EACH assembly of the associated size installed.

18. Furnish and Install 6" Pressure Cleanout Assembly

The bid price for this item shall include, but not be limited to, furnishing and installing all pressure cleanout assemblies as depicted in the design drawings and as shown in the Detail LP-6 IN-LINE FLUSHING PORT DETAIL. The installation shall include all materials and labor required for the work, as well as all excavation, compaction, and removal and disposal of all excess materials.

The basis of payment for **Furnish and Install 6" Pressure Cleanout Assembly** shall be paid per EACH assembly of the associated size installed.

19. Furnish and Install 2" Gate Valves (LPM)

The bid price for this item shall include, but not be limited to, excavation, disposal of all excess materials, bracing, sheeting and dewatering, the furnishing and installation of the gate valve, fittings and appurtenances, backfilling and compaction. Under this bid item, the Contractor shall also provide all necessary sleeves, fittings, tie rods, nuts, bolts, washers and accessories as required for a complete and ready to operate installation.

The Contractor shall dispose of off the site of the work all existing pipe and fittings which have been removed and provide compaction per the design drawings, details, and City of Stuart Public Works standard specifications and details.

The basis of payment for **Furnish and Install 2" Gate Valves (LPM)** shall be paid per EACH assembly installed.

20. Furnish and Install 3" Gate Valves (LPM)

The bid price for this item shall include, but not be limited to, excavation, disposal of all excess materials, bracing, sheeting and dewatering, the furnishing and installation of the gate valve, fittings and appurtenances, backfilling and compaction. Under this bid item, the Contractor shall also provide all necessary sleeves, fittings, tie rods, nuts, bolts, washers and accessories as required for a complete and ready to operate installation.

The Contractor shall dispose of off the site of the work all existing pipe and fittings which have been removed and provide compaction per the design drawings, details, and City of Stuart Public Works standard specifications and details.

The basis of payment for **Furnish and Install 3" Gate Valves (LPM)** shall be paid per EACH assembly installed.

21. Furnish and Install 4" Gate Valves (LPM)

The bid price for this item shall include, but not be limited to, excavation, disposal of all excess materials, bracing, sheeting and dewatering, the furnishing and installation of the gate valve, fittings and appurtenances, backfilling and compaction. Under this bid item, the Contractor shall also provide all necessary sleeves, fittings, tie rods, nuts, bolts, washers and accessories as required for a complete and ready to operate installation.

The Contractor shall dispose of off the site of the work all existing pipe and fittings which have been removed and provide compaction per the design drawings, details, and City of Stuart Public Works standard specifications and details.

The basis of payment for **Furnish and Install 4" Gate Valves (LPM)** shall be paid per EACH assembly installed.

22. Furnish and Install 6" Gate Valves (LPM)

The bid price for this item shall include, but not be limited to, excavation, disposal of all excess materials, bracing, sheeting and dewatering, the furnishing and installation of the gate valve, fittings and appurtenances, backfilling and compaction. Under this bid item, the Contractor shall also provide all necessary sleeves, fittings, tie rods, nuts, bolts, washers and accessories as required for a complete and ready to operate installation.

The Contractor shall dispose of off the site of the work all existing pipe and fittings which have been removed and provide compaction per the design drawings, details, and City of Stuart Public Works standard specifications and details.

The basis of payment for **Furnish and Install 6" Gate Valves (LPM)** shall be paid per EACH assembly installed.

23. Fittings

The bid price for this item shall include all labor, materials and equipment, and incidentals necessary to furnish and install all fittings as shown on the drawings not specifically itemized in the Bid Item 6 through 13. Fittings shall be in accordance with the City of Stuart Public Works Department Low Pressure System Specifications and Details, latest edition, and as specified herein and as directed by the Engineer, including but not limited to: excavation, disposal of excess materials, bracing, sheeting and dewatering, the furnishing and installation of the fittings, restraints, thrust blocks, bolts, nuts, gaskets, backfill, and all other work required for the complete installation of the fittings.

The basis of payment for **Fittings** shall be paid per TON weight. Such weight shall be determined based upon manufacturer's data for the fittings specified.

24. Modify Existing Collection Manhole (LS-45)

The bid price for this item shall include all labor and materials required for the modifications to the existing collection manhole located outside of lift station LS 45 as depicted on Sheet 6 of the St. Lucie Sewer Basin construction drawings. The work shall include core drilling of the existing manhole, installation of inside drops for the new 6" low pressure pipe and install if internal drops for the existing 6" gravity and 8" force main connects within the manhole. Work shall also include lining of the existing manhole with Raven 405 Epoxy Protective Coating (in accordance with the manufacturer's Technical Requirements and Specifications for Rehabilitation of Concrete and Masonry Manholes), installation of a concrete channel within the bottom, internal piping, bracing materials and labor, sodding, excavation, compaction, restoration, Maintenance of Traffic, all shoring as well as removal and disposal of all resulting debris.

The Contractor is responsible for any repairs to the station or adjacent roadway required as a result of this work at no expense to the City.

The basis of payment for **Connection to Existing Collection Manhole (LS-45)** shall be paid on a LUMP SUM basis.

25. Sidewalk Replacement

The bid price for this item shall include all labor and materials required to remove and replace the existing sidewalks located in work areas that are being installed with HDPE Low Pressure Main in accordance with Bid items 10 through 13 in the areas specified for Bore Entry & Exit locations that fall within areas where sidewalks exist. The removal shall include proper disposal of the removed materials. The installation of the new sidewalk shall be in accordance with FDOT Standard Specifications Section 522 "Concrete Sidewalk and Driveways" for 4" thick sidewalk and shall include the replacement of any removed tactile surfaces for ADA compliance. The work shall include all labor, materials, restoration at no additional expense to the City.

The basis of payment for **Sidewalk Replacement** shall be paid per SQUARE YARD of Concrete.

26. Driveway Replacement:

The bid price for this item shall include all labor and materials required to remove and replace the existing driveway located at LS 45 in accordance with Sheet 9 of the St. Lucie Basin Construction Plans. The removal shall include proper disposal of the removed materials. The installation of the new driveway shall be in accordance with FDOT Standard Specifications Section 522 "Concrete Sidewalk and Driveways" for 6" thick driveway and shall include all labor, materials, restoration at no additional expense to the City.

The basis of payment for **Driveway Replacement** shall be paid per SQUARE YARD of Concrete.

27. Roadway Restoration

The bid price for this item shall include the crossing of all roadways impacted by the work via open cut method, where it is determined by the Engineer of Record and the City of Stuart Public Works Department that Crossing by Horizontal Directional Drill is not feasible. Such road crossings shall be in accordance with the City of Stuart "pavement Restoration Detail (Asphalt)" depicted on Sheet 21 of the Construction Plans for all City Roadways. County Roadways must be restored per Martin County Standard details and specifications.

The Contractor is responsible for coordinating all road crossings and providing MOT plans for review not less than 7 (seven) working days prior to the work. All permits are the responsibility of the Contractor.

The basis of payment for **Roadway Restoration** shall be paid per SQUARE YARD.

28. Pressure Test LPM:

The bid price for this item shall include the labor, materials, and incidentals for hydrostatic testing of all installed low pressure mains included herein. Hydrostatic testing shall be in accordance with the General Notes on Sheet 2 of the Design Drawings. This bid item shall include the installation and removal of test appurtenances.

This line item also includes flushing and pigging of the installed low pressure mains to the satisfaction of the Engineer of Record and City. Such approval shall be based upon a clean and debris free flow. Potable water shall be utilized for flushing and pigging, unless approved in advance by the Engineer of Record and City. Temporary Flushing locations and Pig launching or retrieval points are included in this bid item.

The basis of payment for **Pressure Test LPM** shall be paid per LINEAR FOOT.

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

Date: February 23, 2017

To: Bidders

Subj: **Addendum #1 to Work Order# 2015-156-WO5, St. Lucie Sewer Basin for Underground Utility Construction Services**

ADDENDUM #1

A. The purpose of this addendum is to provide clarification as a result of the mandatory pre-bid meeting held on February 22, 2017.

1. The Completion time for the work has been changed to One Hundred and Fifty (150) calendar days.

2. HDPE fused fitting can be used for the pipe connections. Payment shall be made on a weight basis for the fittings in accordance with Item 23.

B. Attached is the sign in log from vendors represented at this meeting.

All other terms and conditions of this WO #5 remain unchanged.

This Addendum shall be considered an integral part of the RFQL 2015-156, WO#5, and Contract Documents and this Addendum must be acknowledged, signed and returned with your submittal **by 2:30 p.m. on March 8, 2017**. Failure to comply will result in disqualification of your bid submitted.

L Darden

Lenora Darden, CPPB
Procurement Manager
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #1 to 2015-156-WO5: St. Lucie Sewer Basin for Underground Utility Construction Services

Signature _____ Firm _____

Date _____ Email Address _____

MANDATORY PRE-BID CONFERENCE
SIGN-IN LOG

RFQ NO. 2015-156/WORK ORDER 2015-156-WO5

UNDERGROUND UTILITY CONSTRUCTION SERVICES

ST LUCIE SEWER BASIN

FEBRUARY 22, 2017, 2:00 PM

CITY HALL ANNEX

CONTACT NAME/ COMPANY NAME	COMPANY ADDRESS	TELEPHONE #	FAX #	EMAIL ADDRESS
Lenora Darden/City of Stuart Purchasing Manager ☑	121 SW Flagler Avenue Stuart FL, 34994	(772) 288-5308	(772) 600-0134	ldarden@ci.stuart.fl.us
David Peters / City of Stuart Assistant Public Works Director ☑				
Marc Rogolino / City of Stuart Capital Projects Coordinator ☑				
Stef Matthes / Culpepper & Terpening Engineer of Record ☑				
Marcelo Dimitriou / Culpepper & Terpening CEI Engineer ☐				
Larry Root Felix Associates of Florida LLC	5526 SW ~~Kansas~~ Kansas Ave Stuart FL 34997	772-220-2722	772-220-4728	Lroot@Felixassociates.Net
Bernie Vito Johnson-Davis Inc	604 Hillbrath Dr Lantana FL 33462	561-472-0182	561-585-5252	bvito@johnsondavis.com
John Grant DBE Utility Services	Loxa Hatchee	561-389-2064	561-508-3708	jgrant@dbeutility services.com

ATTACHMENT B

"BID SCHEDULE FOR WORK ORDER #5 AS SUBMITTED BY CONTRACTOR AND ACCEPTED BY THE CITY"

ORIGINAL

City of Stuart

WORK ORDER

121 SW Flagler Avenue
Stuart, FL 34994
Phone: 772-288-5320
Fax: 772-600-0134
purchasing@ci.stuart.fl.us

W.O. # :	2015-156-WO5
W.O. Date :	2/1/2017
Requested By:	Dave Peters, Asst Public Works Dir
	RFQL# 2015-156
Department:	Public Works

PROJECT NAME

ST. LUCIE SEWER BASIN

CONTRACTOR

Felix Associates of Florida, Inc.
Attn: Vincent J. Amato, President
18526 SW Kansas Avenue
Stuart, FL 34997
vamato@felixassociates.net

SCHEDULE

Mandatory Pre-Bid Meeting Date:	**Wednesday, February 22, 2017 @ 2:00 PM, Annex Conference Room, 300 SW St. Lucie Avenue, Stuart, FL**
All Questions Are Due By:	**Wednesday, March 1, 2017 BY 5:00 PM**
Opening Due Date	**Wednesday, March 8, 2017, 2:30 PM, Procurement Division, 121 SW Flagler Avenue, Stuart, FL**

STATEMENT OF WORK

ATTACHMENT A – BID ITEM DESCRIPTIONS

ATTACHMENT B – BID SCHEDULE

ATTACHMENT C – PLANS/DRAWINGS

PROJECT ESTIMATE OF PROBABLE COST IS $760,228.00

ADDITIONAL COMMENTS

BID SCHEDULE: Each bidder shall furnish the information required on Attachment "B", Bid Schedule. Offers submitted on any other form are subject to disqualification..

PAYMENT AND PERFORMANCE BONDS : The successful Bidder, when awarded a contract valued at $50,000.00 or more, will be required to furnish payment and performance bonds with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

Total Amount of Base Bid	**$** 521,146.50

Authorized Signature: _____ **Date:** 3/8/2017

ORIGINAL

ATTACHMENT B
ST. LUCIE SEWER BASIN
BID FORM

(The following pages **must** be properly filled out and submitted to the City of Stuart (one original, two copies) in order to bid on this project. Failure to completely fill out these pages, not submitting all pages or submitting bids in other formats may result in rejection of the bid.)

TO THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA

Ladies and Gentlemen:

The undersigned, hereinafter called the bidder, hereby proposes to furnish all labor, tools, materials and supplies, and to sustain all the expense incurred in doing the work herein set forth, that may be awarded to the undersigned by the City of Stuart, Florida, through its proper officers, and to do the same strictly in accordance with the plans and contract documents on file in the office of the City Clerk of Stuart, Florida, which are hereby referred to and made a part hereof, at the following unit prices:

Bidder's Company Name: Felix Associates of Florida, Inc.

Street Address: 8526 SW Kansas Avenue

City, State, Zip Code: Stuart, FL 34997

Contact Name: Benjamin Miller **Title:** Vice-President

Bidder's Telephone #: (772) 220-2722

Bidder's Fax #: (772) 220-2728

Bidder's E-mail Address: bmiller@felixassociates.net

Total Amount of Base Bid: $ 521,146 50

Five hundred twenty one thousand one hundred forty six & 50/100 cents

REVISED BID SCHEDULE

The City of Stuart intends to award a contract to the lowest Responsive and Responsible bidder using the following Unit Prices as a basis for award. Items include all materials, labor, testing, documentation, etc. to successfully and completely complete the project.

BASE BID					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Bid Price**	**Total Bid Price**
1	MOBILIZATION	LS	1	$52,000.00	$ 52,000.00
2	MAINTENANCE OF TRAFFIC (MOT)	LS	1	$ 5,500.00	$ 5,500.00
3	PRE & POST CONSTRUCTION VIDEO	LS	1	$8,100.00	$ 8,100.00
4	CONSTRUCTION STAKING AND RECORD DRAWINGS	LS	1	$30,000.00	$ 30,000.00
5	POLLUTION / EROSION CONTROL	LS	1	$ 475.00	$ 475.00
6	FURNISH AND INSTALL 2" DIA SDR 21 PVC LPM	LF	100	$ 12.00	$ 1,200.00
7	FURNISH AND INSTALL 3" DIA SDR21 PVC LPM	LF	100	$ 14.00	$ 1,400.00
8	FURNISH AND INSTALL 4" DIA SDR21 PVC LPM	LF	100	$ 15.00	$ 1,500.00
9	FURNISH AND INSTALL 6" DIA SDR21 PVC LPM	LF	110	$ 18.00	$ 1,980.00
10	FURNISH AND INSTALL 2" DIA DR 11 IPS HDPE LPM	LF	7,235	$ 11.00	$ 79,585.00
11	FURNISH AND INSTALL 3" DIA DR 11 IPS HDPE LPM	LF	11,220	$ 12.00	$ 134,640.00
12	FURNISH AND INSTALL 4" DIA DR 11 IPS HDPE LPM	LF	3,165	$ 13.00	$ 41,145.00
13	FURNISH AND INSTALL 6" DIA DR 11 HDPE PLM	LF	1,035	$ 31.00	$ 32,085.00
14	FURNISH AND INSTALL 2" TERMINAL CLEANOUT ASSEMBLY	EA	15	$ 1,200.00	$ 18,000.00

Company Name: Felix Associates of Florida, Inc.

Item No.	Description	Unit	Estimated Quantity	Unit Bid Price	Total Bid Price
15	FURNISH AND INSTALL 2" PRESSURE CLEANOUT ASSEMBLY	EA	5	$2,300.00	$11,500.00
16	FURNISH AND INSTALL 3" PRESSURE CLEANOUT ASSEMBLY	EA	13	$2,400.00	$31,200.00
17	FURNISH AND INSTALL 4" PRESSURE CLEANOUT ASSEMBLY	EA	3	$2,600.00	$7,800.00
18	FURNISH AND INSTALL 6" PRESSURE CLEANOUT ASSEMBLY	EA	1	$3,300.00	$3,300.00
19	FURNISH AND INSTALL 2" GATE VALVE (LPM)	EA	12	$1,000.00	$12,000.00
20	FURNISH AND INSTALL 3" GATE VALVE (LPM)	EA	3	$1,100.00	$3,300.00
21	FURNISH AND INSTALL 4" GATE VALVE (LPM)	EA	1	$1,200.00	$1,200.00
22	FURNISH AND INSTALL 6" GATE VALVE (LPM)	EA	1	$1,300.00	$1,300.00
23	FITTINGS	TON	1.5	$ 1.00	$ 1.50
24	MODIFY EXISTING COLLECTION MANHOLE (LS 45)	LS	1	$8,700.00	$8,700.00
25	SIDEWALK REPLACEMENT	SY	30	$ 85.00	$2,550.00
26	DRIVEWAY REPLACEMENT	SY	85	$ 72.00	$6,120.00
27	ROADWAY RESTORATION	SY	30	$ 60.00	$1,800.00
28	PRESSURE TEST LPM	LF	22,765	$ 1.00	$22,765.00
				BASE BID TOTAL (ADD ITEM #'S 1-28)	$521,146.50

Preferred method of payment is by the City Purchasing Card (VISA). DO YOU ACCEPT THE PURCHASING CARD (VISA)? Yes ☐ No ☒

Company Name: Felix Associates of Florida, Inc.

The undersigned bidder hereby proposes to begin work within the time specified in the General Conditions after the Procurement Manager has given notice and to complete the work within **180 (One Hundred and Eighty) calendar days** thereafter.

The undersigned bidder certifies that as a condition of bidding he will hold good his bid prices for a minimum period of **ninety (90)** calendar days from the date bids are opened.

The undersigned bidder acknowledges that he may be required to furnish additional information as deemed necessary by the Procurement Manager, to update their records should he be awarded the project described herein.

The undersigned bidder affirms that he has or will obtain all equipment necessary to complete the work described, that he has or will obtain and pay for all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida.

The undersigned bidder has not divulged to, discussed with, or compared this bid with the other bidders, and has not colluded with any other bidder or parties to a bid whatsoever. Further, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid.

The undersigned bidder hereby certifies that this work order has not been altered in any manner; and that bidder has received all the Addenda listed below and has incorporated them into his Bid listed herein. Failure to acknowledge the above requirements will render the bid non-responsive and no further evaluation of the bid will occur.

Award will be based on the lowest responsive, responsible bidder submitted within budget.

The City of Stuart offers bidders who commit to accepting the Purchasing Card, noted above in the Bid Schedule as payment method, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the originally bid price.

Addendum 1 Issued 02/23/2017 BIDDER'S INITIALS LH

Addendum _____ Issued _____ BIDDER'S INITIALS _____

DATE: 03/08/2017

FOR: Felix Associates of Florida, Inc.
(Firm Name)

(Witness)

BY: _____
(Signature)

(Witness)

Vice-President
(Title)

(Affix Seal)

FELIX ASSOCIATES OF FLORIDA, INC. CORPORATE SEAL 2009 FLORIDA

(Corporate Attest by Secretary)

State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business, and the physical address of the place of business (Post Office Box is neither appropriate nor acceptable). If a CORPORATION, state the name of the President, Secretary and Resident Agent. If a PARTNERSHIP, state the names of all partners. If a TRADE NAME, state the names of the individuals who do business under the trade name. If the firm is a foreign corporation (i.e. non-Florida), it must be authorized to do business in the State of Florida by the Florida Secretary of State.

PLEASE PRINT OR TYPE.

Firm Name: Felix Associates of Florida, Inc.

Address: 8526 SW Kansas Avenue

City: Stuart State: FL Zip Code: 34997

Telephone: (772) 220-2722 Facsimile Number: (772) 220-2728

Vincent Amato	President
Name	Title
Benjamin Miller	Vice President
Name	Title
Nestor Bustamante	Esquire
Name	Title

(Add additional sheets, if necessary)

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

AMATO, VINCENT JAMES
FELIX ASSOCIATES OF FLORIDA INC
19270 PINETREE DR.
JUPITER FL 33469

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!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1507744 ISSUED: 08/16/2016

CERTIFIED GENERAL CONTRACTOR
AMATO, VINCENT JAMES
FELIX ASSOCIATES OF FLORIDA INC

IS CERTIFIED under the provisions of Ch 489 FS.
Expiration date : AUG 31, 2018 L1608160002365

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1507744	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

AMATO, VINCENT JAMES
FELIX ASSOCIATES OF FLORIDA INC
19270 PINETREE DR.
JUPITER FL 33469

ISSUED: 08/16/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1608160002365

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

MILLER, BENJAMIN MICHAEL
FELIX ASSOCIATES OF FLORIDA INC
8881 SE WATER OAK PLACE
TEQUESTA FL 33469

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!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CUC1224947 ISSUED: 06/27/2016

CERT UNDERGROUND & EXCAV CNTR
MILLER, BENJAMIN MICHAEL
FELIX ASSOCIATES OF FLORIDA INC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1606270000775

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CUC1224947	

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

MILLER, BENJAMIN MICHAEL
FELIX ASSOCIATES OF FLORIDA INC
8526 S W KANSAS AVE
STUART FL 34997

ISSUED: 06/27/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1606270000775

To find out about business and economic opportunities for Florida veteran business enterprises, as well as Florida's small minority and women-owned businesses, please contact or visit the Department of Management Service's Office of Supplier Diversity at: *http://www.dms.myflorida.com/other_programs/office_of_supplier_diversity_osd*

To find out about State of Florida tools supporting statewide centralized procurement activities which have streamlined interactions between vendors and state government entities, please contact or visit the Department of Management Services' MyFloridaMarketPlace at: *https://vendor.myfloridamarketplace.com*

AC# 01511303

SIGNATURE

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The Department of Business and Professional Regulation (DBPR), issues licenses for many licensed businesses and practitioners in the State of Florida.

DBPR is changing the way you interact with state government. Many of DBPR's services are available online at www.MyFloridaLicense.com. We encourage you to utilize these services to make address changes, licensing changes or to renew your license.

Name changes require legal documentation verifying the name change, which must be mailed to the DBPR. An original, a certified copy or a duplicate copy of an original or certified copy of a document that shows the legal name change will be accepted, unless the DBPR has a question about the authenticity of the document.

If applicable, the DBPR will send a renewal notice to your last known address or email address of record. If you have not received your renewal notice, please call our Customer Contact Center at 850.487.1395 or online at www.MyFloridaLicense.com/contactus.

Please refer to your profession's governing statutes and Administrative codes for further information regarding renewals. These may be accessed from our website.

AC# 01511303

FELIASS-03 AGREEN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Brown & Brown of New York Inc. 800 Westchester Avenue, N-311 Rye Brook, NY 10573	PHONE (A/C, No, Ext): (914) 337-1833	FAX (A/C, No): (914) 337-1596
	E-MAIL ADDRESS: certificates@bbinsny.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B : RSUI Indemnity Company	22314
INSURER C : AGCS Marine Insurance Co	22837
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Felix Associates of Florida Inc
8526 SW Kansas Avenue
Stuart, FL 34997

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR	X		1000090305161	12/31/2016	12/31/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
	X Poll $1M/1M						MED EXP (Any one person)	$	10,000
	X Contractual Liab						PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO	X		SISIPCA08222916	12/31/2016	12/31/2017	BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$	5,000,000
	EXCESS LIAB CLAIMS-MADE	X		1000095184161	12/31/2016	12/31/2017	AGGREGATE	$	5,000,000
	DED RETENTION $							$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) N/A	N/A		100 0001956 01	12/31/2016	12/31/2017	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
B	Excess Liability			NHA078022	12/31/2016	12/31/2017	Occurrence/Aggregate		5,000,000
C	Installation Floater			MXI93070479	12/31/2016	12/31/2017			2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M. F. Rollins III

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Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
FELIX ASSOCIATES OF FLORIDA, INC.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
8526 SW KANSAS AVENUE

Requester's name and address (optional)

City, state, and ZIP code
STUART FL 34997

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
26 - 4299335

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 01/29/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

March 29, 2016

Felix Associates of Florida, Inc.
Dba Lone Star Civil Construction, Inc
4320 Windsor Centre Trail, Suite 500
Flower Mound, TX 75028

To Whom It May Concern:

The experience modification with respects to Felix Associates of Florida, Inc dba Lone Star Civil Construction, Inc for the last five years is as follows:

Year	Mod
2011	.87
2012	.87
2013	.79
2014	.95
2015	.95

Sincerely,

Shirley Mejia
Assistant Account Manager

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

August 31, 2016

Felix Associates of Florida, Inc.
8526 SW Kansas Avenue
Stuart, Florida 34997

RE: Prequalification

To Whom It May Concern:

Felix Associates of Florida, Inc. is currently bonded by Philadelphia Indemnity Insurance Company, and is an account in good standing. PHILADELPHIA INDEMNITYINSURANCE COMPANY is rated by A.M. Best as a "A++" (Superior) and "XV" financial size. Philadelphia Indemnity Insurance Company has a certificate of authority from the Department of The Treasury with an underwriting limitation of $204,752,000.

A bonded work program of $75,000,000 single and $150,000,000 aggregate, has been supported by Philadelphia Indemnity Insurance Company. As, surety, Philadelphia Indemnity Insurance Company would favorably consider performance and payment bonds as necessary. As is customary, final approval of any bond is predicated upon the most current financial job information available to the underwriter at the time, and is subject to standard underwriting including but not limited to review of contract terms and conditions, bond forms and project financing.

Any request for bonds is a matter between the contractor and ourselves and we assume no liability to any party if for any reason we do not execute said bonds which may arise solely from this letter of recommendation.

Philadelphia Indemnity Insurance Company

Lisa Nosal
Atty-in-fact
lnosal@chagency.com
973-435-3306

Felix Associates - Current and Completed Projects

Project Name	Owner	Contact	Address	Telephone	Email	Contract Number	Contract Amount	Change Orders	Final Contract Amount	Start Date	Completion Date	On Schedule (Y/N)	Project Description
Crosstown Parkway Segment 1 D/B	Archer Western Contractors LLC	Josh McDermott	1410 SE Barker Lane Port St Lucie, FL 34983	(772) 263-3253	jmcdermott@walshgroup.com	215093S08	$ 8,096,003.57	$ -	$ 8,096,003.57	Pending	Pending	Yes	All drainage, water and sewer utilities associated with the extension of the Crosstown Parkway across the St. Lucie River.
All American Ditch Water Quality Retrofit	Martin County	Greg Nolte	2401 SE Monterey Road Stuart, FL 34996	(772) 221-2380	gnolte@martin.fl.us	RFB#2016-2859	$ 4,815,355.25	$ -	$ 4,815,355.25	8/1/2016	Pending	Yes	200,000 CY storm treatment area (STA) and associated drainage pipes, inlets and box culverts
Southern Boulevard Watermain Relocation	City of West Palm Beach	Laura Le	401 Clematis Street West Palm Beach, FL 33401	(561) 494-1093	LLe@wpb.org	17423	$ 3,284,763.00	$ -	$ 3,284,763.00	6/6/2016	Pending	Yes	16 inch WM relocation involving open cut and HDD across the intracoastal waterway to allow for the reconstruction of the Southern Blvd bridge. Additonal water and force main utility relocations along Flagler Drive.
North Jupiter Distribution Improvements (Phase II)	Town Of Jupiter	Amanda Barnes	17403 Central Blvd, Jupiter, FL 33458	(561) 741-2537	Amandab@jupiter.fl.us	W0327A	$ 2,096,249.50	$ -	$ 2,096,249.50	5/18/2016	Pending	Yes	Installation of approximately 11,000 LF of water main, services and assemblies to upgrade existing neighborhood with rear lot fed AC WM. Includes multiple WM cut ins to replace hydrants and valves.
General Maintenance/Repair Services for Wastewater and Reclaimed Water	Loxahatchee River Evironmental Control District	Kris Dean	2500 Jupiter Park Drive Jupiter, FL 33458	(561) 747-5709	Kris.Dean@irecd.org	ITB#15-005-CTS	$ 311,497.30	$ -	$ 311,497.30	10/15/2015	Pending	Yes	Two-year maintenance contract for sewer and reclaimed water including lift station repairs, manhole repairs, gravity sewer repairs and associated roadway repairs.
St. Lucie - Turnpike 230 kV Transmission Line Project	Florida Power & Light	Rusty Hurt	700 Universe Blvd, Juno Beach, FL 33408	(772) 486-5818	Rusty.Hurt@fpl.com		$ 23,029,731.00	$ 4,083,751.00	$ 27,113,482.00	5/20/2015	Pending	Yes	Approximately 13 miles of concrete encased duct bank from the PSL Nuclear Power Plant to the Port St. Lucie Blvd substation, including 3 jack and bores and 4 horizontal directional drills, excluding the Indian River crossing.
Underground Utility Construction Services, Work Order #1, Snug Basin Sewer Expansion	City of Stuart	Dave Peters	121 SW Flagler Ave., Stuart, FL 34994	(772) 288-1292 x1	dpeters@ci.stuart.fl.us	RFQL No. 2015-156	$ 296,887.00	$ 21,181.00	$ 318,068.00	10/3/2015	1/29/2016	Yes	6,400 LF of low pressure force main ranging in size from 2" to 3" HDPE and PVC. Lift Station modifications and pump replacement. Installation performed using directional drilling methods and open trench at tie ins and fittings.
Lee Vista Boulevard to Innovation Way North	Orange County	Robert "Dennis" Davies	9150 Curry Ford Rd. Orlando, FL 32825	(407) 468-8725	Robert.Davies@ocfl.net	Y14-7002	$ 10,845,098.25	$ 235,204.28	$ 11,080,302.53	12/9/2014	10/27/2016	Yes	57,000 LF of 30" DIP and 30" PVC, with several 42" jack and bores and one microtunnel.
Southern Service Area Transmission Main Improvements	Orange County	Geoff Hennessy	1230 Hillcrest Street, Orlando, FL 32803	(321) 332-1302	Ghennessy@bfaenvironmental.com	Y13-7051	$ 6,408,625.75	$ 127,045.39	$ 6,535,671.14	4/1/2014	4/17/2015	Yes	4,140 LF of 42" DIP WM & 3,514 LF of 36" DIP WM by open trench. 2,880LF of 42" HDPE WM by HDD.
Floresta Dr. & Canal Park	City of Port St. Lucie	Steve Jungjohan	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 871-7640	sjungjohan@cityofpsl.com	20130120	$ 4,241,817.96	$ 76,323.91	$ 4,318,141.87	2/17/2014	2/1/2015	Yes	Construction of park facility with boat ramps, docks, & bathroom facilities. Included landscaping and offsite utility and roadway improvements.
South County Brine Disposal Pipeline	Indian River County	Mike Delaney	1801 27th Street, Vero Beach, FL 32960	(772) 532-7477	mdelaney@ircgov.com	2013038	$ 1,164,853.40	$ (76,651.93)	$ 1,088,201.40	8/25/2013	1/28/2014	Yes	4,600 LF of 24" PVC Raw WM, 130 LF of 24" Fusible PVC Raw WM mounted to bridge crossing, 1,500 LF of 24" HDPE Raw WM by HDD, 300 LF of 12" PVC Raw WM, and 250 Lf of 12" HDPE Raw WM installed by HDD.
Low Pressure Sewer System for the East Osceola & Stypmann Basins	City of Stuart	Dave Peters	121 SW Flagler Ave., Stuart, FL 34994	(772) 288-1292 x1	dpeters@ci.stuart.fl.us	2012-116, Amendment #2 53-2913	$ 633,919.48	$ (26,700.26)	$ 607,219.22		10/27/2013	Yes	14,200 LF of low pressure force main ranging in size from 2" to 6" HDPE and PVC. 600 LF of 8" Gravity Sewer and, removal/replacement of 1 lift station. Lift Station constructed with 2 - 4" 5Hp pumps, panel, and new electrical service. Pressure main installation performed using directional drilling methods and open trench at tie ins and fittings.
Southport Water Main Replacements - 2013	City of Port St. Lucie	Laney Southerly	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	Lsoutherly@cityofpsl.com	20130022	$ 1,757,311.20	$ 2,500.00	$ 1,759,811.20		8/30/2013	Yes	Replace existing AC WM with PVC WM. 30,500 LF of 6" PVC WM, 785 LF of 8" PVC WM, 9,020 LF of 12" PVC WM. Installation of 31 Fire Hyrdant Assemblies and 420 Water Services by open trench and directional drill.
Low Pressure Sewer System for the Manor/Riverview and Pelican Sewer Basins	City of Stuart	Dave Peters	121 SW Flagler Ave., Stuart, FL 34994	(772) 288-1292 x1	dpeters@ci.stuart.fl.us	2012-116	$ 1,257,061.28	$ (104,826.10)	$ 1,152,235.18		11/20/2012	Yes	Installation of 48,000 LF of low pressure force main collection systems within residential communities. Installation performed using directional drilling methods and open trench at tie ins and fittings.
Repair of Water Distribution System Construction - Phase 1_	City of Port St. Lucie	Laney Southerly	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	Lsoutherly@cityofpsl.com	201220024	$ 10,630,388.19	$ (605,424.08)	$ 10,024,964.11		8/15/2013	Yes	Replace existing AC WM with PVC WM. 123,500 LF of 6" PVC WM, 14,750 LF of 8" PVC WM, and 63,000 LF of 12" PVC WM. HDD 4,400 LF of 6" HDPE WM, 1,050 LF of 8" HDPE WM, 6,300 LF of 12" HDPE. Installed 184 Fire Hydrants, and 1,399 water services open trench and directional drill.
IRP Phase II Force Main Extension	Martin County	Steve Vandersluis	PO Box 9000, Stuart, FL 34995	(772) 221-2353	svandersluis@martin.fl.us	P1202192	$ 391,936.05	$ (39,784.41)	$ 352,151.64		9/28/2012	Yes	1,400 LF of 12" HDPE FM by HDD, 3,100 LF of 12" PVC FM. Work performed within occupied residential trailer community and railroad ROW.
Becker Rd. Widening Project - Segment #3	City of Port St. Lucie	Jim Angstadt	122 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	jangstadt@cityofpsl.com	20100118	$ 6,551,425.54	$ (32,289.28)	$ 6,519,136.26	2/28/2011	2/28/2012	Yes	Construction of 6,200 LF of roadway converting and existing 2 lane road to 4 lanes with a median. Work consisted of new drainage, storage (lakes), deflections of existing utilities, concrete flatwork, signalization, and paving.
IRP Phase III Force Main Extension	Martin County	Steve Vandersluis	PO Box 9000, Stuart, FL 34995	(772) 221-2353	svandersluis@martin.fl.us	P1104251	$ 718,323.83	$ (85,276.91)	$ 633,046.92		4/30/2012	Yes	3,600 LF of 12" PVC FM, 4,400 LF of 12" HDPE FM by HDD, and roadway restoration within FDOT ROW.
Water Transmission Main Extension Along Western Indiantown Rd.	Town Of Jupiter	Steven Montemayor	210 Military Trail, Jupiter, FL 33458	(561) 741-2710	StevenM@jupiter.fl.us	JW 09-19	$ 1,006,730.50	$ (343,270.35)	$ 663,460.15		5/3/2012	Yes	8,300 LF of 16" DIP WM, 2,500 LF of 12" DIP WM, 220 LF of 16" DIP Aerial Crossing, ROW restoration in asphalt and green areas. All work performed within County ROW.
US 19/SR 50 Pump Station and Force Main Replacement	Hernando County	Tom Jones	10210 Highland Manor Dr., Suite 350, Tampa, FL 33610	(813) 630-2500	tom.jones@aecom.com	10-0085	$ 3,273,186.08	$ (5,856.72)	$ 3,267,329.36		1/25/2012	Yes	Reconstruction of US19/SR50 Lift Station, prefab electrical room, generator, 3 self priming centrifugal 8" pumps, 10" suction and 12" discharge lines, odor control structure, surge tank, and associates electrical. 15,200 LF of 18" PVC FM, 10,800 LF of 20" PVC FM, 4,600 LF of 18" Fusible PVC by HDD. Work performed in County and FDOT ROWs.
Northeast Bartow Regional Force Main and Northeast Regional Water Main	City of Bartow	Bill Pickard	450 North Wilson Avenue, Bartow, FL 33830	(863) 534-0100	bpickard.pw@cityofbartow.net	4864.44	$ 6,329,831.45	$ (1,327,604.67)	$ 5,002,226.78	11/4/2010	8/31/2011	Yes	6,200 LF of 24" AND 3,100 lf OF 18" HDPE by HDD, 36,000 LF of 24" PVC by open trench, 650 LF of 42" and 125 LF of 30" steel casing by J&B. Work performed within the FDOT SR60 and SR17 ROW.
IQ Main: Martin County Interconnect	City of Stuart	Dave Peters	121 SW Flagler Ave., Stuart, FL 34994	(772) 288-1292 x1	dpeters@ci.stuart.fl.us	2011-259	$ 2,672,818.20	$ (299,596.52)	$ 2,373,221.68	1/10/2011	8/25/2011	Yes	IQ watermain consisting of 12,000 LF of 16" PVC, 4,800 LF of 12" PVC, and 195 LF of 12" DIP. 350 Lf of 30" HDPE Casing by HDD, 311 LF of 30" Steel Casing by jack & bore under FDOT and Railroad ROW, 688 LF of 18" HDPE Carrier Pipe in Casing, 4,870 LF of 18" HDPE by HDD, 572 LF of 14" HDPE by HDD, and 12" Bulk Metering Facility with telemetry and power service. Worked within City, County, and FDOT ROWs.
Section 'A' of the Well Field Interconnect	City of Boynton Beach	Jim Penkosky, P.E.	800 Douglas Rd. Entrance, 2nd Floor, North Tower, Coral Gables, FL 33134	(305) 718-4809	Jim.Penkosky@aecom.com	065-2821-10/TWH	$ 3,109,870.00	$ 322,861.66	$ 3,432,731.66		8/5/2011	Yes	1,200 LF of 36" HDPE installed by HDD and 7,500 LF of 36" DIP, including valves, fittings, ARVs, and assemblies. Work performed in FDOT Boynton Beach Blvd ROW and Military Trail requiring night work for crossings and milling asphalt overlays.

Felix Associates - Current and Completed Projects

Eastern Section of the Palm Beach County central Regional Reclaimed Water Pipeline	Florida Power & Light	David Xavier	700 Universe Blvd, Juno Beach, FL 33408	(772) 631-6686	david.xavier@holtzconsulting.com	WUD 08-031-E	$ 9,500,245.00	$ (2,997,488.00)	$ 6,502,757.60	8/25/2009	10/22/2010	Yes	Approximately 31,500 LF of 36" DIP, 3,700 LF of HDPE by HDD, Jack & Bore 290 LF 54" Steel Casing, FDOT & Turnpike ROW. Work performed in sensitive wetlands, crossing Turnpike ROW, and SR 704 Okeechobee Blvd ROW. Milling and asphalt overlays performed along SR704
Rangeline Water Main Extension	City of Port St. Lucie	Laney Southerly	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	Lsoutherly@cityofpsl.com	20100101	$ 1,329,625.70	$ (40,657.48)	$ 1,288,968.22		5/1/2011	Yes	11,000 LF of 24" PVC WM, 10,500 LF of 16" WM, 760 LF of 12" HDPE Directional Bored Under Canal,12" Meter and Double Check Valve Station
Village Parkway Phase 2	City of Port St. Lucie	Laney Southerly	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	Lsoutherly@cityofpsl.com	20070142	$ 37,533,108.88	$ (3,785,084.11)	$ 33,748,024.77	5/26/2008	2/1/2011	Yes	New roadway construction including 18,000 LF of 24" PVC and 220 LF of 30" PVC Water Main.
North US1 Utilities Extension Phase III	City of Port St. Lucie	Laney Southerly	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	Lsoutherly@cityofpsl.com	N/A	$ 1,015,953.00	$ (111,107.85)	$ 904,845.15		5/25/2010	Yes	3,600 LF of 12" PVC WM, 440 Lf of 12" HDPE WM, 800 LF of 16" HDPE WM, 1,000 LF of 8" PVC WM. Work performed in US1 ROW with restoration of roadway and green areas.
Walton Road Project – US 1 to Village Green Drive	City of Port St. Lucie	Jim Angstadt	122 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	jangstadt@cityofpsl.com	N/A	$ 4,222,347.65	$ 191,507.85	$ 4,413,855.50		4/16/2010	Yes	This project consisted of approximately 2,500 linear feet of roadway improvements consisting of existing utility deflections, drainage reconstruction, roadway demolition, roadway reconstruction, signal and lighting improvements, lake excavation and landscaping and irrigation.
Tropical Farms 16" IQ Reuse Main	Martin County	Steve Vandersluis	PO Box 9000, Stuart, FL 34995	(772) 221-2353	svandersluis@martin.fl.us	P0903774	$ 998,556.40	$ 58,176.01	$ 1,056,732.41		10/29/2009	Yes	17,948 LF of 16" PVC and 4,050 LF of 16" HDPE by HDD. Worked in and crossed County and Turnpike ROWs.
Crosstown Parkway, Segment 4	City of Port St. Lucie	Jim Angstadt	122 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	jangstadt@cityofpsl.com	N/A	$ 12,947,511.25	$ 1,259,247.34	$ 14,206,758.59		9/28/2009	Yes	This project consisted of a road widening approximately 2 miles in length from 2 lanes to a 6 lane divided highway. Included in the 300 lf wide right-of-way project were clearing, demolition, earthwork, drainage, utilities, roadwork, lighting, signalization and landscape.
City Center, City of Port St. Lucie	City of Port St. Lucie	Jim Angstadt	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	jangstadt@cityofpsl.com	N/A	$ 11,111,052.40	$ 3,936,320.08	$ 15,047,372.48		4/20/2009	Yes	This project consisted of all phases of site work to construct the Port St. Lucie Civic Center and surrounding property for future development. Included in the 45 acre project were clearing, demolition, retaining walls, earthwork, drainage, utilities, roadwork, parking lots, brick pavers, lighting and landscape. Master lift station 30" depth 12' diameter triplex 47 HP pumps, panels, service, etc.
Crosstown Parkway, Segment 2	City of Port St. Lucie	Jim Angstadt	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	jangstadt@cityofpsl.com	N/A	$ 12,526,660.20	$ 785,847.65	$ 13,312,507.85		11/26/2008	Yes	This project consisted of a road widening approximately 2 miles in length from 2 lanes to a 6 lane divided highway. Included in the 300 lf wide right-of-way project were clearing, demolition, earthwork, drainage, utilities, roadwork, lighting, signalization and landscape.
Glades Booster Pump Station Force Main & Rangeline Rd Transmission Line and Force Main	City of Port St. Lucie	Laney Southerly	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	Lsoutherly@cityofpsl.com	N/A	$ 11,868,205.00	$ 1,325,262.62	$ 13,193,467.62			Yes	18,00 LF of 24" PVC FM, 16,360 LF of 24" WM, 640 LF of 18" and 640 LF of 36" steel casing by J&B, and 11,400 LF of 28" HDPE by HDD
Southport to Westport Phase 1	City of Port St. Lucie	Laney Southerly	121 SE Port St. Lucie Blvd Building B, Port St. Lucie, FL 34984	(772) 873-6400	Lsoutherly@cityofpsl.com	N/A	$ 6,785,478.50	$ 91,999.45	$ 6,877,477.95			Yes	Installation of approximately 36,000 LF of reuse water main, 5,920 LF of 30" HDPE, 4,260 LF 24" HDPE, 11,700 LF 24" PVC, 12" and 16" PVC/HDPE, ARVs, and work in Turnpike ROW.

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

Date: February 23, 2017

To: Bidders

Subj: **Addendum #1 to Work Order# 2015-156-WO5, St. Lucie Sewer Basin for Underground Utility Construction Services**

ADDENDUM #1

A. The purpose of this addendum is to provide clarification as a result of the mandatory pre-bid meeting held on February 22, 2017.

1. The Completion time for the work has been changed to One Hundred and Fifty (150) calendar days.

2. HDPE fused fitting can be used for the pipe connections. Payment shall be made on a weight basis for the fittings in accordance with Item 23.

B. Attached is the sign in log from vendors represented at this meeting.

All other terms and conditions of this WO #5 remain unchanged.

This Addendum shall be considered an integral part of the RFQL 2015-156, WO#5, and Contract Documents and this Addendum must be acknowledged, signed and returned with your submittal **by 2:30 p.m. on March 8, 2017**. Failure to comply will result in disqualification of your bid submitted.

L Darden

Lenora Darden, CPPB
Procurement Manager
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #1 to 2015-156-WO5: St. Lucie Sewer Basin for Underground Utility Construction Services

Signature

Felix Associates of Florida, Inc.
Firm

March 8, 2017
Date

bmiller@felixassociates.net
Email Address

MANDATORY PRE-BID CONFERENCE
SIGN-IN LOG

RFQ NO. 2015-156/WORK ORDER 2015-156-WO5
UNDERGROUND UTILITY CONSTRUCTION SERVICES
ST LUCIE SEWER BASIN
FEBRUARY 22, 2017, 2:00 PM
CITY HALL ANNEX

CONTACT NAME/ COMPANY NAME	COMPANY ADDRESS	TELEPHONE #	FAX #	EMAIL ADDRESS
Lenora Darden/City of Stuart Purchasing Manager ☑	121 SW Flagler Avenue Stuart FL, 34994	(772) 288-5308	(772) 600-0134	ldarden@ci.stuart.fl.us
David Peters / City of Stuart Assistant Public Works Director ☑				
Marc Rogolino / City of Stuart Capital Projects Coordinator ☑				
Stef Matthes / Culpepper & Terpening Engineer of Record ☑				
Marcelo Dimitriou / Culpepper & Terpening CEI Engineer ☐				
Larry Roof Felix Associates of Florida Inc	8526 SW ~~Kans~~ Kansas Ave Stuart Fl. 34997	772-220-2722	772-220-2728	Lroof@Felix Associates.Net
Bernie Vito Johnson-Davis Inc	604 Hillbrath Dr Lantana FL 33462	561-472-0182	561-585-5252	bvito@johnsondavis.com
John Grant DBE Utility Services	Loxa Hatchee	561-389-7066	561-508-3708	jgrant@dbeutilitysservices.com

ATTACHMENT C

"INSURANCE & INDEMNIFICATION"

ATTACHMENT D

"PAYMENT AND PERFORMANCE BOND WITH POWER OF ATTORNEY"

City of Stuart

WO TABULATION

121 SW Flagler Avenue, Stuart, FL 34994
Department of Financial Services
Procurement & Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
Email: purchasing@ci.stuart.fl.us
Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

WO # **2015-156-WO5**
Project: **St. Lucie Sewer Basin**
RFQL# 2015-156 **Underground Utility Construction Services**
Addendum: **1**
Date Opened: **3/8/2017**
Engineers Estimate **$760,228.00**
3 Vendors Received and Acknowledged
3 Attended Mandatory Pre-Bid Meeting

	Firms Submitting Bids:	**Add #1**	**Unit Price**	**P-card**
	Apparent Low Bidder	**Yes or No**	**Total**	**Yes or No**
1	Felix Associates of Florida, Inc.	Yes	**$521,146.50**	No
2	Johnson-Davis Inc.	No	$692,565.00	No
2	DBE Utility Services	Yes	$719,208.00	No

CULPEPPER & TERPENING, INC.
CONSULTING ENGINEERS | LAND SURVEYORS

C&T Project No.: 16-096
File: Correspondence
Sender's Email: smatthes@ct-eng.com

March 08, 2017

VIA: **email to (dpeters@ci.stuart.fl.us**
Original Via US Mail

Mr. Dave Peters
Assistant Public Works Director
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

RE: **City of Stuart Sewer Expansion Program**
Construction of the St. Lucie Basin
Work Authorization No. 2015-156-WA5
Recommendation of Bid Award

Dear Mr. Peters:

Culpepper & Terpening, Inc. has reviewed the bid prices provided by the City's pre-qualified contractors for the St. Lucie Sewer Basin. Based upon the unit prices received by the pre-qualified contractor's, Felix Associates of Florida, Inc. is the lowest responsive bidder. It is our recommendation to award the St. Lucie Sewer Basin contract to Felix Associates of Florida, Inc. in the amount of $521,146.50.

We trust that this recommendation meets with your expectations and look forward to successful completion of the project. As always, should you have any questions, please do not hesitate to contact me at (772)464-3537 or via the Email address referenced above.

Sincerely,

CULPEPPER & TERPENING, INC.

Stefan K. Matthes, P.E.
Senior Vice President

Cc: Lenora Darden

A LEGACY OF EXPERTISE AND EXCELLENCE
2980 SOUTH 25TH STREET | FT. PIERCE, FL 34981 | (772) 464-3537 | FAX: (772) 464-9497

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date:3/13/2017 **Prepared by:**P NIcoletti

Title of Item:

ORDINANCE NO. 2351-2017; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING SECTIONS 4-1 THROUGH 4-4, INCLUSIVE OF THE CITY OF STUART, FLORIDA CODE OF ORDINANCES TO CLARIFY AND FURTHER REGULATE ALCOHOLIC BEVERAGES WITHIN THE CITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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 staff 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 granted the exemption.

Taking that into consideration, we 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.

At the Regular City Commission Meeting of February 27th, the Commission asked that this ordinance be brought back for consideration at the next meeting.

If adopted by the City Commission (probably on March 27, 2017), the staff will likely wait to see if two (2) of the three outstanding grants of zoning approval from 2016, expire after 12 months without use. Those would be for Earthtones, and the upstairs of Fellowship Hall building. Those expire sometime in May, 2017. Once we know the outcome of that (or earlier, if the square footage is forfeited by the owners), the staff will advertise all available square footage and conduct a drawing for the space. As you will see in the new ordinance, the requirements are more specific, and require a dimensioned proposed floor plan, and building inspections along the way to re-opening.

Funding Source:

N/A

Recommended Action:

Adopt Ordinance No. 2351-2017 on First Reading

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Ord. 2351-2017 Alcoholic Beverages	3/10/2017	Ordinance add to Y drive

Complete Downtown SF Spreadsheet	3/10/2017	Backup Material

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NO. 2351-2017

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING SECTIONS 4-1 THROUGH 4-4, INCLUSIVE OF THE CITY OF STUART, FLORIDA CODE OF ORDINANCES TO CLARIFY AND FURTHER REGULATE ALCOHOLIC BEVERAGES WITHIN THE CITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

****

WHEREAS, the City Code of Ordinances, Section 4-1, et seq, is the regulation regarding the reasonable time, place and manner that alcoholic beverages may be sold, and distributed throughout the city; and

WHEREAS, the City Commission desires to amend the City Code to clarify certain provisions, and to further regulate establishments which sell or distribute alcoholic beverages.

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

SECTION 1: AMENDMENTS TO SECTIONS 4-1 THROUGH 4-4 INCLUSIVE, OF THE STUART CODE OF ORDINANCES. Sections 4-1 through 4-4 of the Stuart Code of Ordinances are hereby amended to read in their entirety as follows:

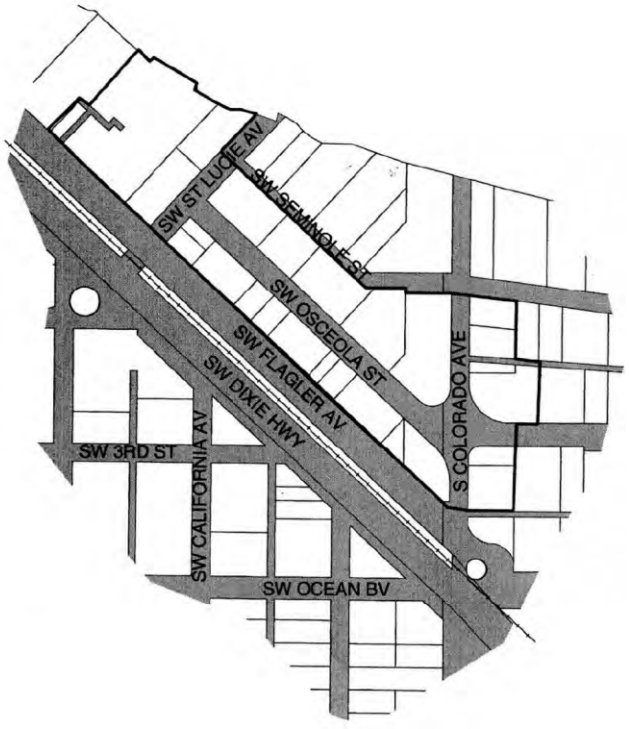
Sec. 4-1. – Statutory definitions adopted.

For the purposes of this chapter, the definitions contained in F.S. ch. 561 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.

Sec. 4-2. – 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, and as depicted in Map 4-2.



Map 4-2

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.

Entertainment means music, speech, or other sound, produced by a disc jockey, speaker, or musician(s), using electronic amplification, which is intended for an audience.

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.

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, and including leased public rights of way, and as shown on Chart 4-2.

Chart 4-2

Parcel #	PCN	Gross Sq. Ft	COP Sq. Ft	Current Establishment*
1	538410040000022000000	2250	0	
2	538410040000022000000	1755	1755	Vine & Barley
		0	1755	Vine & Barley (2nd Floor)
3	538410040000022000000	8706	0	
4	538410040000024000000	3650	0	
5	538410040000025000000	1521	1521	Luna's Italian Cuisine
		1400	0	
6	538410040000026000000	5836	0	
		2952	2952	The Gafford
7	538410040000028000000	1998	0	
8	538410040000029000000	3651	0	
9	538410040000030000000	1944	1944	Osceola Street Café
		6561	0	
10	538410040000033000000	3817	0	
11	438410150050001000000	2472	2472	Maria's Café
		6568	0	
12	438410150040020000000	4302	0	
13	438410150040019000000	4445	4445	LouRonzo's
14	438410150030012000000	4959	0	
15	438410150030008000000	4210	4210	Sneaki Tiki
		714	0	
16	438410150030080000000	1650	0	
17	438410150020010000000	5614	5614	Duffy's
		2655	0	
18	538410230000001000000	3955	0	
19	538410230000002000000	1631	0	
20	538410230000003000000	2331	0	
21	538410230000004000000	5743	0	Post Office Arcade
22	538410040000014000000	15530	0	
			1199	EarthTones
23	538410300000101000000	1158	0	
24	053841030000102000000	1040	0	
25	053841030000103000000	731	0	
26	053841030000302000000	1092	0	
27	053841004000019090000	9238	6421	Riverwalk; Spritz; Black Marlin
	TOTAL =	**126079**	**34288**	
	Percent of COP =		**27.20%**	

Night club means an establishment that is a stand-alone bar, bottle club, or a restaurant which:

(1) Serves or allows the consumption of alcoholic beverages on the premises; and

(2) Provides or permits entertainment later than 11:00 P.M. at least one evening per week.

Saturation level means an establishment floor area of not greater than 30 percent of the gross ground floor area in the designated area.

State means the State of Florida, or its political subdivisions.

Walk-up window means any window, doorway or other opening from a building or structure to the outside of any establishment from which there is the sale or distribution of alcoholic beverages.

Sec. 4-3. – Citywide; regulations. 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.

(2) *Interval distance between establishments, houses of worship, and schools.*

a. 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. The interval distance requirement 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.

b. No alcoholic beverages shall be sold within 200 feet of any house of worship, or within 500 feet of the real property that comprises a public or private school offering kindergarten, elementary, middle, or secondary school grades, unless the city commission makes a finding that such use promotes the public health, safety, and welfare of the community, and approves the same by resolution.

(3) *Exemptions for certain establishments:* The interval distances in (2) above shall not apply to the operation of the following types of establishments:

a. A chartered or incorporated club with an 11C license issued by the state; or

b. A special live performance theater with an 11PA license issued by the state; or

c. An establishment for the sale of beer only, or beer and wine only with a 1APS, 2 APS, 1COP, or 2COP license issued by the state; or

d. A hotel or motel with a COP SH license issued by the state; which does not include any package sales; or

e. A restaurant with a 4COP SRX license issued by the state; or

f. Any establishment within the *designated area*, as further regulated in this chapter.

(4) *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) *Zoning approval requirements; revocation.*

a. Every establishment owner or operator seeking an alcoholic beverage license from the state shall be required to obtain administrative zoning approval on the form required for completion by the Florida Alcoholic Beverage and Tobacco Division for the allowable use, based upon code compliance, including without limitation, location, proper zoning, proof of occupancy (by producing a properly executed or recorded lease, memorandum of lease, deed, contract for sale and purchase, or other acceptable instrument), interval distance, sufficient parking, ingress, and egress, and compliance with the saturation level, where applicable.

b. Where zoning approval is being sought by a tenant, both the tenant and the property owner (landlord) shall be a party to the application, and must jointly agree to be bound by the approval.

c. An application fee for administrative zoning approval may be established by resolution of the city commission from time to time.

d. Zoning approval may be revoked by the city manager for good cause, including violations of this chapter, excessive calls for police service, underage drinking violations, or noise violations. A decision by the city manager to revoke zoning approval shall be appealable to the city commission, which shall conduct a hearing on the appeal as provided elsewhere in the code. Any zoning revocation shall be reported to the Florida division of alcoholic beverages and tobacco.

(6) *Additional regulations for special restaurant (SRX) licensees.*

a. A restaurant with a special restaurant alcoholic beverage (SRX) license issued by the state shall only be located within a zoning district where such use is permitted. Such restaurant shall not sell alcoholic beverages in containers for consumption off the premises.

b. The sale or service of alcoholic beverages, by an establishment with a special restaurant alcoholic beverage license, shall be prohibited when the restaurant is not open for the sale or service of food.

4-4. Designated area regulations. In addition to any applicable provision(s) of Sec. 4-3, above, the following regulations shall apply within the designated area:

(1) *Application of the saturation level.*

The gross floor area of establishments which hold valid 1COP, 2COP, 4COP, or 4COP SRX state alcoholic beverage licenses, within the designated area shall not exceed the saturation level adopted by the city commission. The saturation level provision supersedes and replaces the interval distance requirement within the designated area. All establishments on real property within the designated area, open for business on May 1, 2017, and holding a valid alcoholic beverage license issued by the state of Florida are deemed to be "grandfathered" to the extent that they are not required to reapply for the use of the space, even though they fall within the ambit of the saturation level provided for in this section.

(2) *Regulations for certain types of establishments:* The following establishments within the designated area shall be exempt from the saturation level regulations:

a. Certain 1COP and 2COP license establishments. Notwithstanding the saturation level requirements, an establishment may be granted zoning approval by the city development director to obtain a 1COP or 2COP license from the state, provided the establishment meets the following additional conditions:

The establishment shall:

i. Have not fewer than 25 seats and not more than 75 seats, including bar and outside seating; and

ii. Generate at least 51 percent of the business' gross receipts from the sale of food; and

iii. Cease the sale of alcoholic beverages by 11:00 p.m.

b. The saturation level shall not apply to chartered or incorporated club 11C licensees; and special live performance theater 11PA licensees.

(3) *No package sales.*

No retail sale of package goods shall be permitted, except as an accessory use. This regulation shall not apply to the sale of package beer and wine only.

(4) *No nightclubs.*

No establishment in the designated area shall be operated as a nightclub.

(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:

i. Upon the sale, transfer or relocation of an establishment, and proper application for zoning approval, the city development director, shall review the proposed location for compliance with the city codes, and make a determination regarding the issuance of zoning approval, prior to approving the payment of the local business tax.

ii. In the event that an establishment been sold, transferred, or when the alcoholic beverage license has been revoked or has expired, the owner of the affected real property shall do the following:

(a) Lease, or convey the establishment to a new tenant or owner with a valid alcoholic beverage license, and reopen the establishment for business within 90 days, unless such time is extended by the city manager for good cause shown.

iii. In the event that an establishment is relocated within the designated area, the owner of the establishment shall do the following:

(a) Provide the city with a recorded memorandum of lease, or deed, and a copy of a valid and complete alcoholic beverage license application. Upon proper application and payment of fees by the owner of the establishment, the city development director shall review the proposed location for compliance with the city codes, and make a determination regarding the issuance of zoning approval, prior to approving the payment of the local business tax. Thereafter, the establishment owner shall be opened for business within 90 days following the approval, unless such time is extended by the city manager for good cause shown.

iv. 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, such applicant must actively pursue completion of the work, by obtaining and passing progressive building inspections at least every 90 days, and obtain a certificate of occupancy, and be open for business within 12 months of the date the building permit is available for issuance by the city, unless such time is earlier terminated or extended by the city manager for good cause shown.

v. In the event the owner of a building in which there was a valid establishment fails to comply with the provisions of subsection (7)a.ii, iii, or iv, or in the event that the area allotted is forfeited, the process to permit a new establishment shall be as follows:

(a) The city development director shall notify the property owner in writing of the forfeiture of the establishment's use for the sale of alcoholic beverages; and

(b) 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 days for interested parties to make application to the city development director for use of the available space; and

(c) 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.

(d) 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 memorandum of 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.

(e) Thereafter, if the applicant satisfies, or demonstrates the ability to satisfy, all other applicable code requirements and conditions as provided in subsection 7.a above, along with the payment of the fee, the city development director shall conduct the administrative zoning review, and upon approval the applicant shall comply with the provisions of subsection 7.a above, regarding the opening of the business as an establishment.

(f) An owner of real property upon which an establishment has been granted an allotment of area, or is grandfathered by prior use (“Subject Property”) may forfeit the area allotted or grandfathered by submitting a writing to that effect, which bears the signature of all the owners of the Subject Property, and which is witnessed by 2 attesting witnesses, and acknowledged by a notary public.

(8) Express intent regarding development rights.

It is the express intent of the city commission that zoning approval and permitting rights for establishments in the designated area, shall be administered only 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 area allotted because of a loss of a lease, or its use other than as an establishment, or any other action or inaction which causes loss of the area allotted by such applicant, the area previously allotted shall be forfeited as a matter of fact and law. Upon such determination, the city development director, shall advise the applicant in writing of the forfeiture of the area lost.

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

SECTION 3: SEVERABILITY. If any section, sentence, clause, phrase or word of this ordinance is for any reason declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance and the remaining portions shall be deemed and held to be valid.

SECTION 4: CODIFICATION. The provisions of Section 1 of this ordinance shall be codified.

SECTION 5: EFFECTIVE DATE. This ordinance shall take effect immediately upon adoption.

PASSED on First Reading this ___ day of March, 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:

	YES	NO	ABSENT	ABSTAIN
THOMAS CAMPENNI, MAYOR				
TROY MCDONALD, VICE MAYOR				
KELLI GLASS LEIGHTON, COMMISSIONER				
JEFFREY KRAUSKOPF, COMMISSIONER				
EULA R. CLARKE, COMMISSIONER				

ADOPTED on Second Reading this _____day of _____, 2017.

ATTEST:

_____
CHERYL WHITE
CITY CLERK

_____
THOMAS CAMPENNI
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

Chart 4-2
Designated Gross Floor Space Calculations

Parcel #	PCN	Gross Sq. Ft	COP Sq. Ft	Current Establishment*
1	538410040000022000000	2250	0	
2	538410040000022000000	1755	1755	Vine & Barley
		0	1755	Vine & Barley (2nd Floor)
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4	538410040000024000000	3650	0	
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6	538410040000026000000	5836	0	
		2952	2952	The Gafford
7	538410040000028000000	1998	0	
8	538410040000029000000	3651	0	
9	538410040000030000000	1944	1944	Osceola Street Café
		6561	0	
10	538410040000033000000	3817	0	
11	438410150050001000000	2472	2472	Maria's Café
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12	438410150040020000000	4302	0	
13	438410150040019000000	4445	4445	LouRonzo's
14	438410150030012000000	4959	0	
15	438410150030008000000	4210	4210	Sneaki Tiki
		714	0	
16	438410150030080000000	1650	0	
17	438410150020010000000	5614	5614	Duffy's
		2655	0	
18	538410230000001000000	3955	0	
19	538410230000002000000	1631	0	
20	538410230000003000000	2331	0	
21	538410230000004000000	5743	0	Post Office Arcade
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			1199	EarthTones
23	538410300000101000000	1158	0	
24	053841030000102000000	1040	0	
25	053841030000103000000	731	0	
26	053841030000302000000	1092	0	
27	053841004000019090000	9238	6421	Riverwalk; Spritz; Black Marlin
	TOTAL =	**126079**	**34288**	
	Percent of COP =		**27.20%**	

Updated 3.3.2017

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 3/13/2017 **Prepared by:** Stephen Mayer

Title of Item:

ORDINANCE No. 2344-2017; AN 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, 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.

CITY MANAGER'S NOTE: The applicant has been made aware that the privilege fee must be paid prior to the Commission's consideration of this item on second reading, but at the time of the preparation of the Agenda, the payment had NOT been made.

Funding Source:

N/A

Recommended Action:

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

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Appraisal of Right-of-Way	2/8/2017	Exhibit
🗋	Exhibit A - Legal Description	2/6/2017	Exhibit
🗋	Exhibit B - Survey	2/6/2017	Exhibit
🗋	Ordinance 2344-2017 ROW Abandonment	3/7/2017	Ordinance add to Y drive

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

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Stuart
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Fax (321) 726-0384

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clp@cpmel.com

CENTRAL FLORIDA
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Orlando, FL 32803
Phone (321) 726-0970
Fax (321) 726-0384

Curtis L. Phillips, MAI
Cert Gen RZ2085
clp@cpmel.com

Please respond to Treasure Coast Office
E-Mail: s.neill@callawayandprice.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.

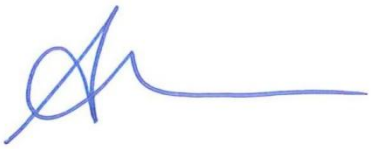
Based upon the scope of the assignment, our investigation and analysis of the information contained within this report, as well as our general knowledge of real estate valuation procedures and market conditions, it is our opinion that the Market Value of the Fee Simple of the Subject Property as of September 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.



Stephen G. Neill, MAI
Cert Gen RZ2480

SGN/clw:16-75152
Attachments

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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Engagement Letter
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.

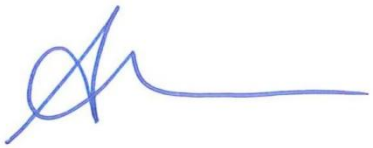
10. No one provided significant real property appraisal assistance to the person(s) signing this certification.

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.

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.



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.

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.

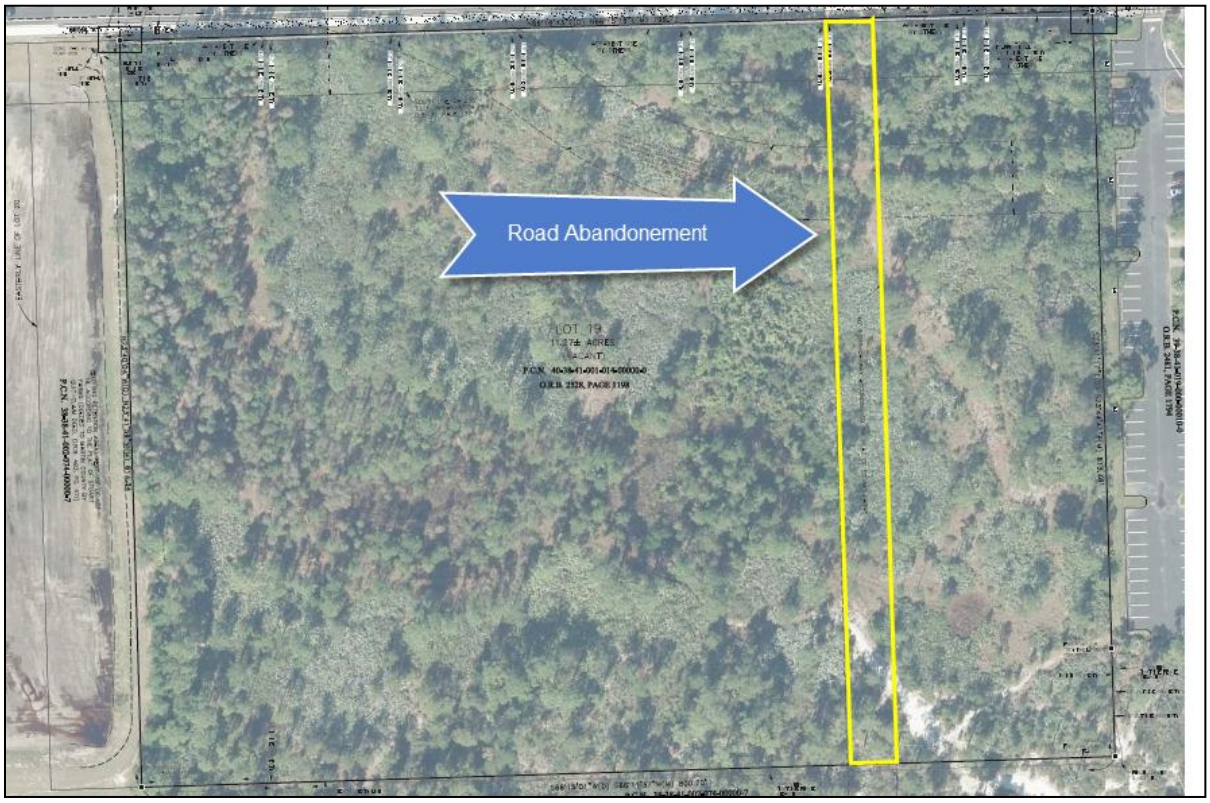
11. Our opinion of value was based on the assumption of competent marketing and management regarding the Subject Property. If there is no competent marketing and management, then the value contained herein may not apply.

VIEW OF SUBJECT PROPERTY ALONG INDIAN STREET

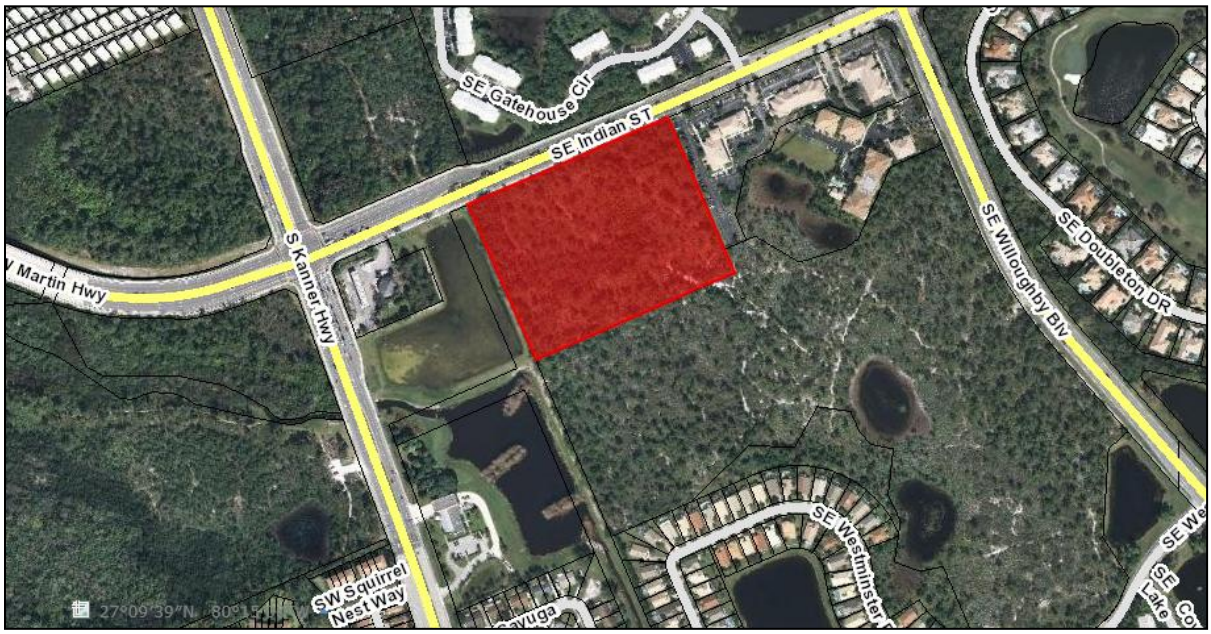
VIEW OF SUBJECT PROPERTY ALONG INDIAN STREET

INTERIOR VIEW

INTERIOR VIEW



AERIAL PHOTO
(Right-of-Way Parcel in Yellow/Boundaries are Approximate)



AERIAL PHOTO

DEFINITION OF THE APPRAISAL PROBLEM

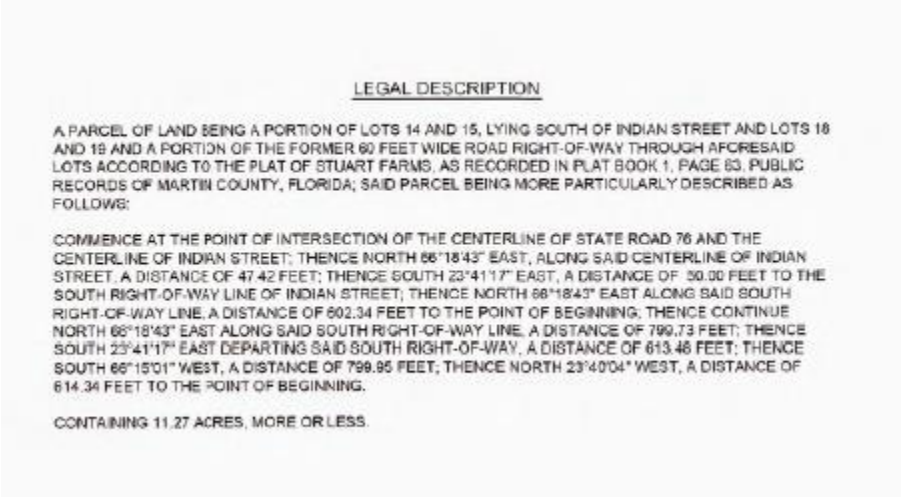
Purpose, Date of Value, and Interest Appraised

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 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°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;

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."

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

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

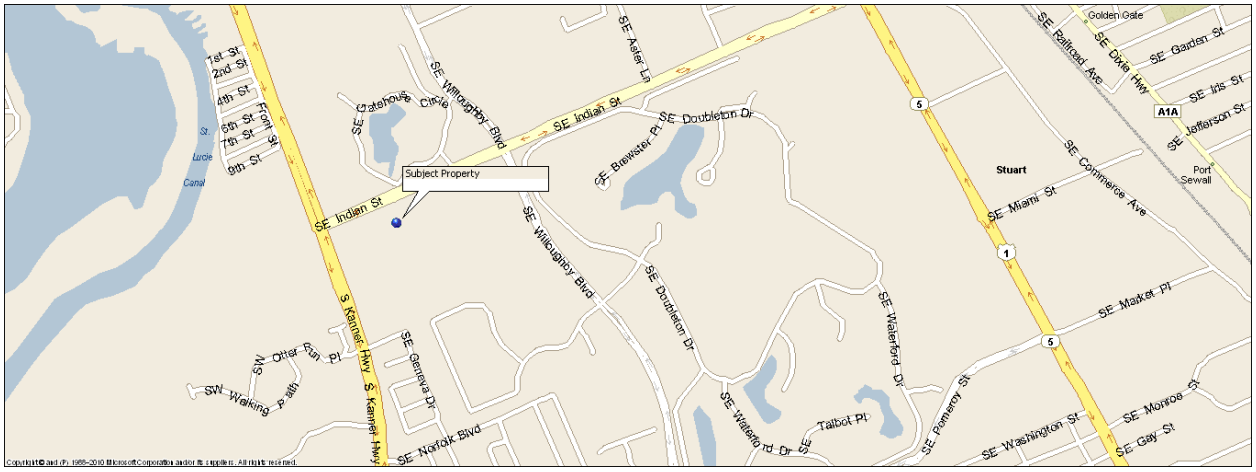
The City of Stuart will continue to be the hub of both governmental and commercial activity within Martin County. While growth within the city limits is hampered by a limited amount of current vacant land, there will continue to be revitalization and upgrading of existing properties. The continued growth 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

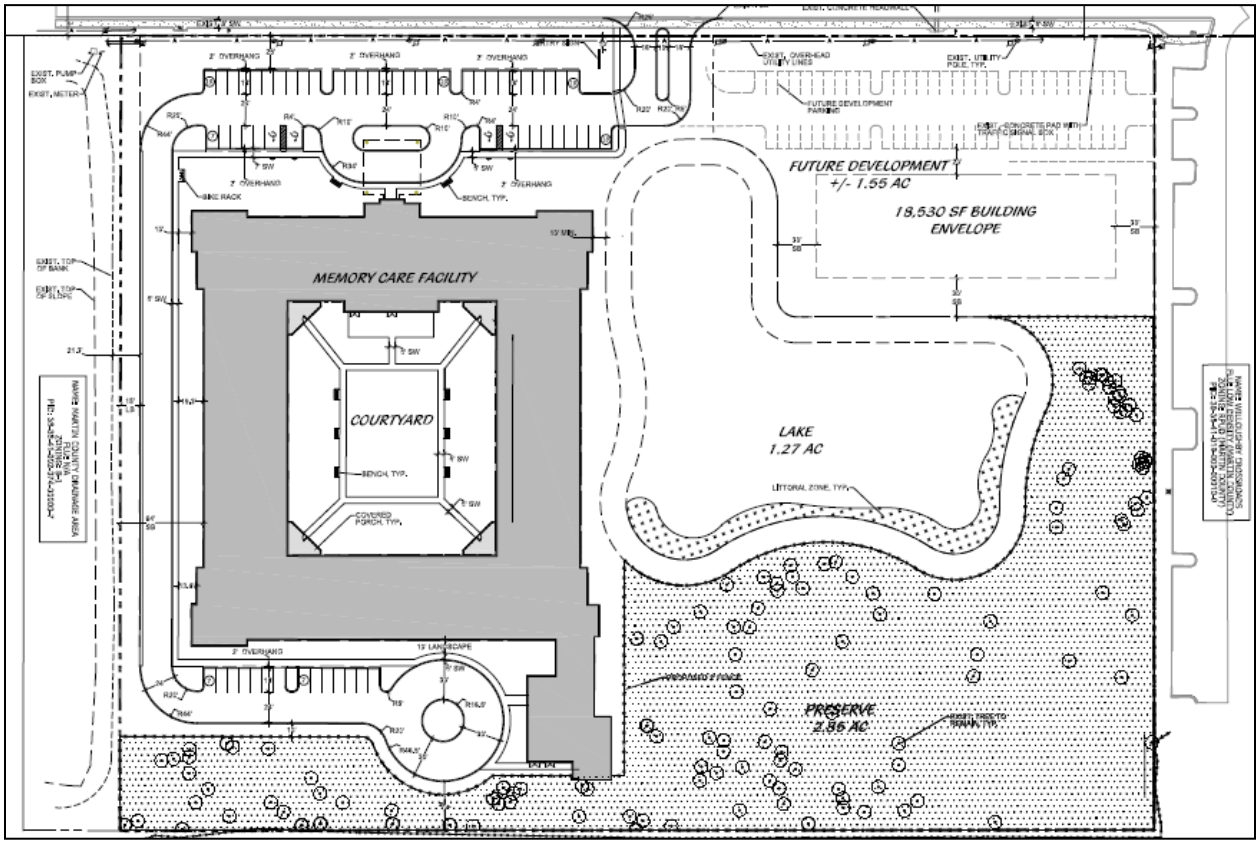
In 1985, the Florida Legislature enacted the Local Government Comprehensive Planning and Land Development Regional Act (Chapter 163, Part II, Florida Statutes), commonly referred to as "The Growth Management Act".

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

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.



Utilities

Currently the public water, sewer and electricity are available to the Subject Property.

Topography

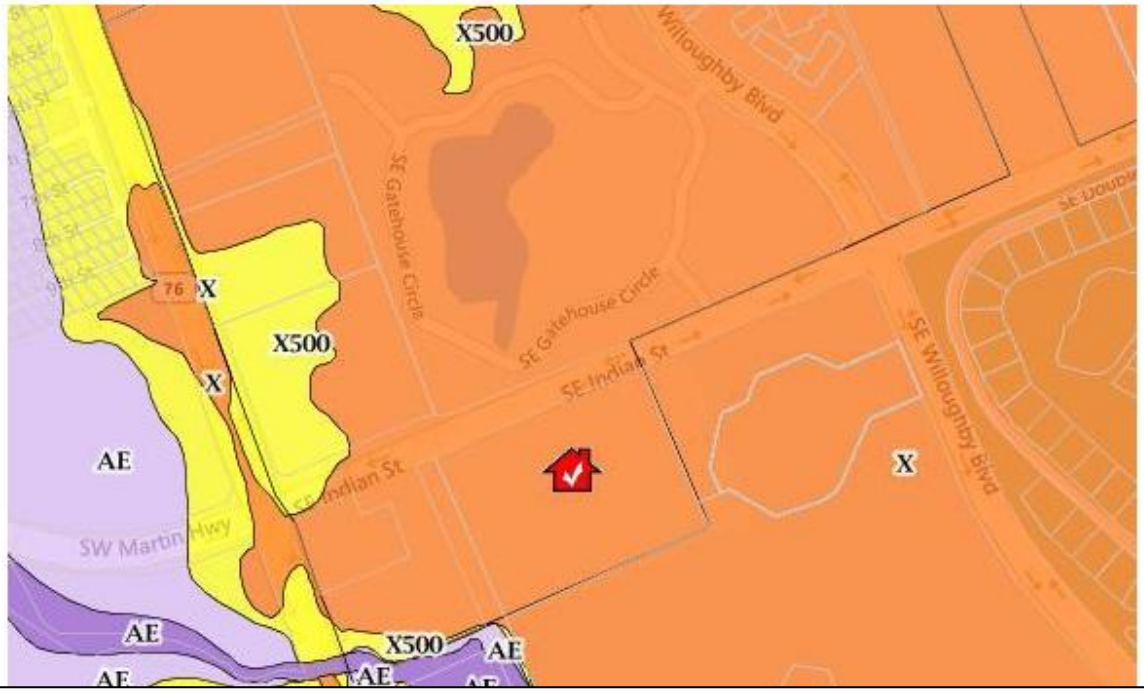
The Subject Property appears to be at road grade and according to the national wetlands mapper there are no wetlands.

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.



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.

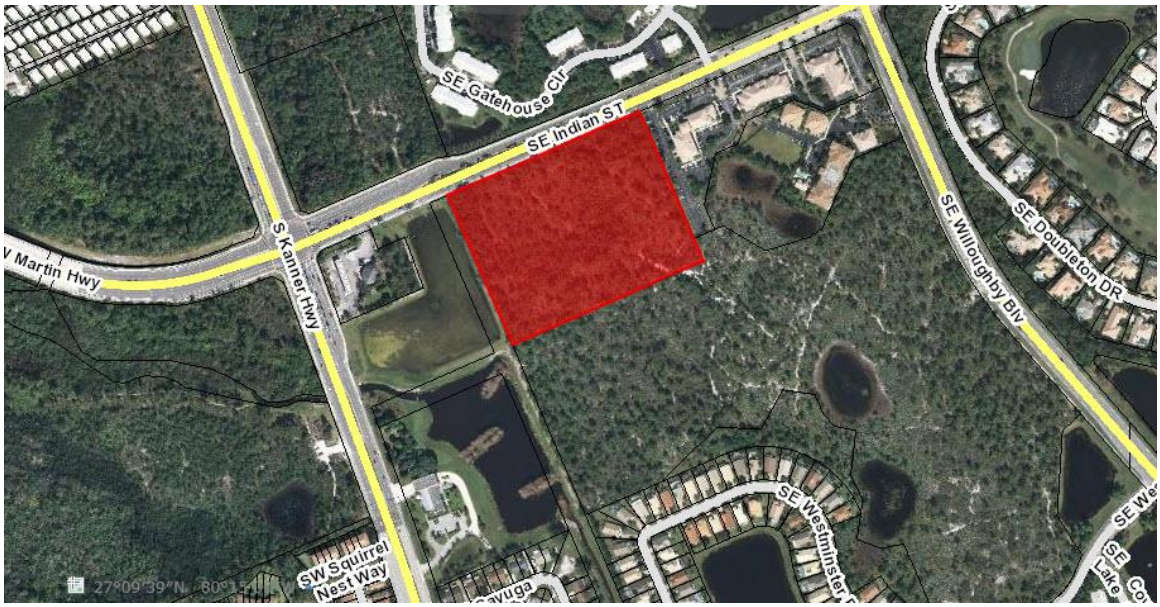
Discussion of Vacant Land Sales

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

Land Size Information

Gross Land Size	11.270 Acres or 490,921 SF

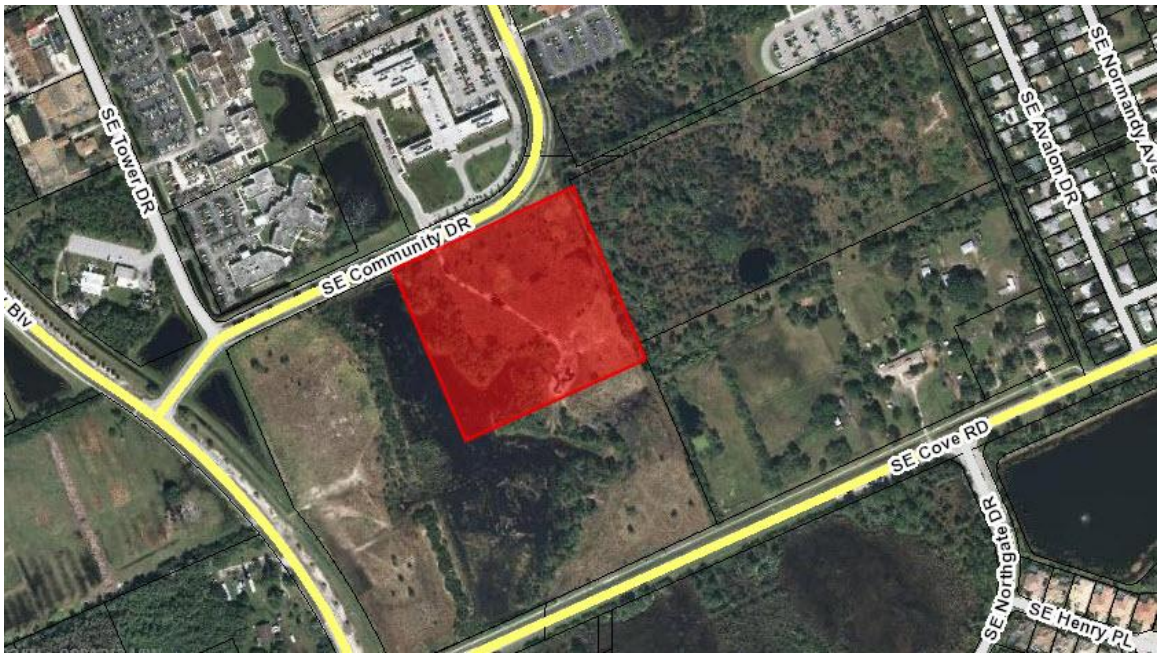
Indicators

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 Seabranch 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

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 $2,1500,000. 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

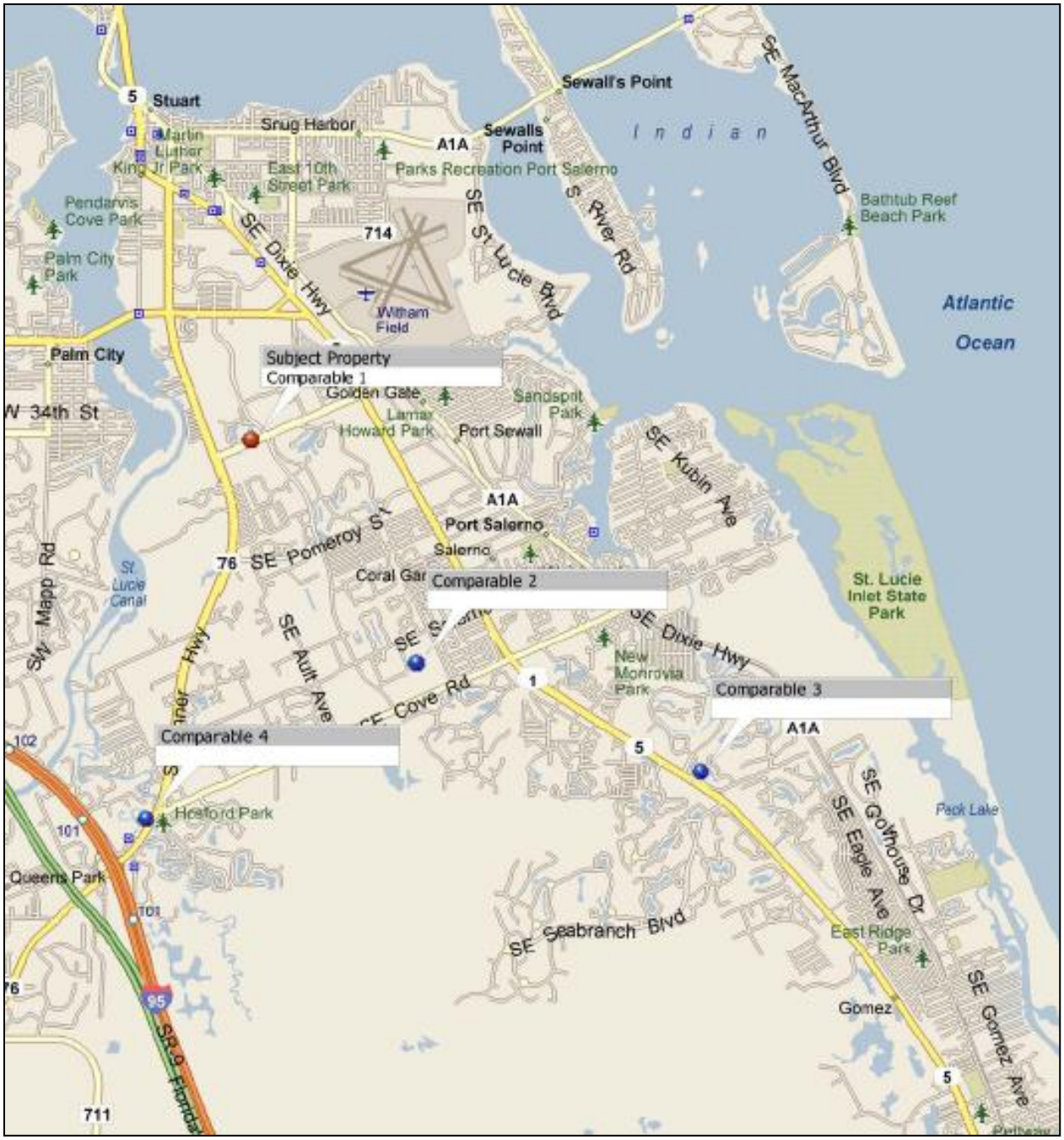
Indicators

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



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 Seabranch 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 Quailty	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

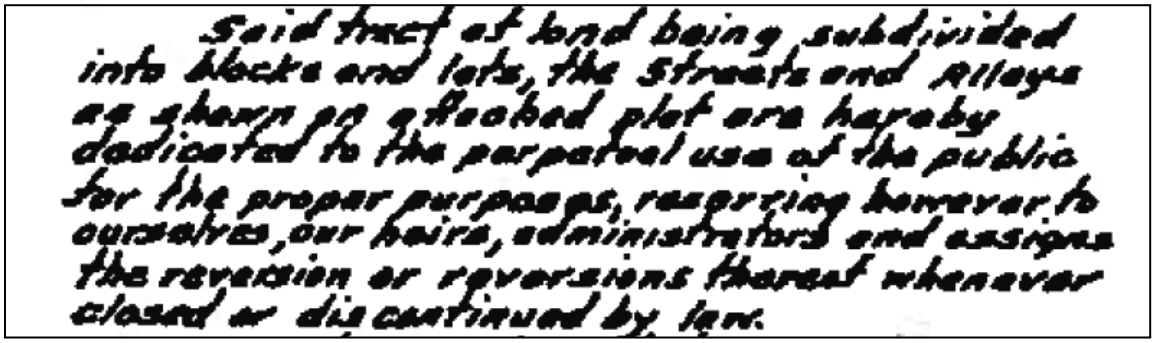
All of the comparables have similar commercial type zonings that allow for much of the same development uses. Therefore, we have not made any adjustments with regard to zoning.

Conclusion – Land Value Analysis

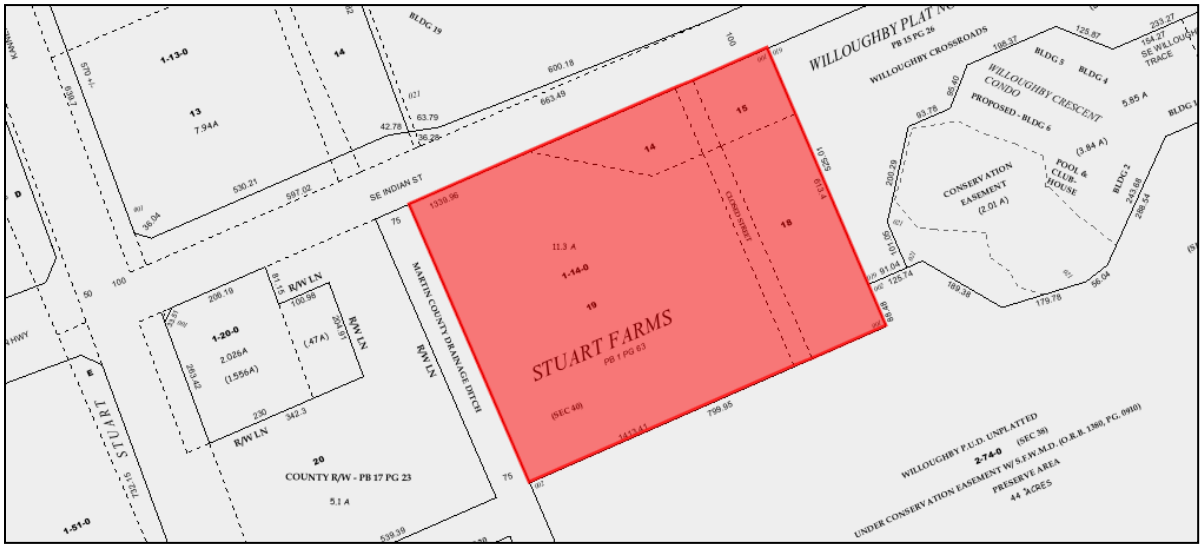
As can be seen on the comparable sales chart displayed earlier, the sales indicate an adjusted range from $3.42 to $4.88 per square foot, with an average indication of $4.13 per square foot and median indication of $4.13 per square foot. The best available data was analyzed and adjusted accordingly. 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 plotted 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%	• Severe impact on surface use • Conveyance of future uses	• Overhead electric • Flowage easements • Railroad right-of-way • Irrigation canals • Access roads
75% - 80%	• Major impact on surface use • Conveyance of future uses	• Pipelines • Drainage easements • Flowage easements
51% - 74%	• Some impact on surface use • Conveyance of ingress/egress rights	• Pipelines • Scenic easements
50%	• Balance use by both owner and easement holder	• Water or sewer lines • Cable line • Telecommunications
20% - 49%	• Location along a property line, location across non-usable land area	• Water or sewer line • Cable lines
11% - 25%	• Subsurface or air rights that have minimal effect on use and utility • Location with a setback	• Air rights • Water or sewer line
0% - 10%	• Nominal effect on use and utility	• Small subsurface easement

In our opinion, the existing dedication has a "some limited impact" on the use of the site given that is 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

1410 Park Lane South
Suite 1
Jupiter, FL 33458
Phone (561)686-0333
Fax (561) 686-3705

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Cert Gen RZ116
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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

August 29, 2016

Mr. Richard Olson
CP – Stuart Development, LLC
4300 Legendary Drive, Suite 234
Destin, FL 32541

VIA EMAIL: megan@olsonlandpartners.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.**

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: _____ 08-29-16
Signature Date

Name and Title (Printed or Typed): RICK OLSON, MANAGER

Client Fed ID# or SS#: 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.

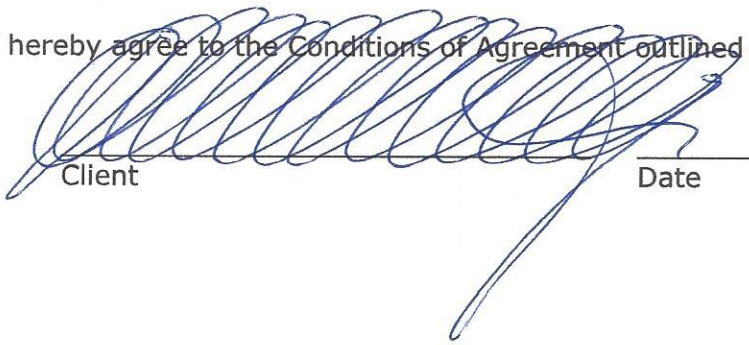
6. Additional Report Copies: Additional copies will be furnished upon request, and prepayment of $1.00 per page per report.

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

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

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
Agricultural
Aircraft Hangers
Apartment Complexes
Branch Banks
Car Dealership
Citrus Groves
Condominium Projects
Eminent Domain
Golf Courses
Luxury RV Parks
Marinas
Mining Operations
Mini-Warehouses
Mobile Home Parks
Multifamily Residential
Office Buildings
Ranchland
Restaurants
Retail Buildings
Salvage Yards
Single-Family Residential
Sports Complexes
Subdivisions
Truckstops/Gas Stations
Warehouses
Vacant Land
Special Purpose Properties

Organizations and Affiliations

Rotary Member – Past President/Board of Directors
John Carroll High School Advisory Board
Treasure Coast Seminole Booster Club

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.

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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!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

RZ2480 ISSUED: 10/27/2014

CERTIFIED GENERAL APPRAISER
NEILL, STEPHEN G

IS CERTIFIED under the provisions of Ch.475 FS.
Expiration date : NOV 30, 2016 L1410270002620

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER
RZ2480

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2016

NEILL, STEPHEN G
500 SOUTH US HIGHWAY 1 SUITE 107
FORT PIERCE FL 34950

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

N66°18'43"E(D) N66°15'19"E(M) 47.42'

S23°41'17"E(D) S23°44'41"E(M) 50.00'

150'

50'

60' RIGHT-OF-WAY ACCORDING TO THE PLAT OF STUART FARMS

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

STATE ROAD 76

50' 50' 100'

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 BY QUIT-CLAIM DEED O.R.B. 1483, PG. 411)
P.C.N. 38-38-41-002-074-00000-7

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

CONC. SIDEWALK

CATCH BASIN

CONC. HEADWALL 3.4' OUTSIDE PROPERTY

4' OUTSIDE PROPERTY

6' CONC. SIDEWALK

TRAFFIC SIGNAL HAND HOLE ON PROPERTY LINE

DETAIL "B" BELOW LEFT

FIBER OPTIC VAULT "F.O."

6' CONC. SIDEWALK

DETAIL "A"

N66°18'43"E(D) N66°15'19"E(M) 799.72

CONC. PAD W/ PUMP BOX

ELECTRIC SERVICE W/ METERS 13' OUTSIDE PROPERTY

2" METAL PIPE

3" METAL PIPE

(70000) FND 4"x4" C.M. "PRM LB 6705 CREECH ENG INC." W. 0.14', N. 0.06'

APPARENT USE BY OTHERS

4.0' INSIDE PROPERTY

5.7' INSIDE PROPERTY

7.2' INSIDE PROPERTY

5.0' INSIDE PROPERTY

3.7' INSIDE PROPERTY

5.0' INSIDE PROPERTY

APPARENT USE BY OTHERS

4.8' INSIDE PROPERTY

4.3' INSIDE PROPERTY

3.6' INSIDE PROPERTY

APPARENT USE BY OTHERS

3.2' INSIDE PROPERTY

5.4' INSIDE PROPERTY

3.0' INSIDE PROPERTY

CONC. PAD W/ TRAFFIC SIGNAL BOX 0.8' INSIDE PROPERTY

APPARENT USE BY OTHERS

(70001) FND 4"x4" C.M. "PRM LB 6705 CREECH ENG INC"

SOUTH LINE OF 200' T.I.I.F. RESERVATION PER D.B. 31, PAGE 137

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. 1088, PAGE 588 & O.R.B. 1088, PAGE 646

EXCEPTION 7

40' RIGHT-OF-WAY ACCORDING TO THE PLAT OF STUART FARMS

Subject Right of Way

DETAIL "A"
1"=10'
SOUTH EDGE OF SIDEWALK
UTILITY LINE CROSSES AT CORNER
(70000)
11.4'
12.6'
4.3'
4.2'
11.2'
10.3'
APPARENT USE BY OTHERS

N23°40'04"W(D) N23°41'59"W(M) 614.34'

(70004) FND 4"x4" C.M. "PCP 3036" E. 0.09' 94.3'

1.4' INSIDE PROPERTY

56.7'

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

3' GOPHER TORTOISE FENCE MEANDERS

S23°41'17"E(D) S23°44'41"E(M) 613.48'

(70003) FND 4"x4" C.M. "GCY INC LB 4108 PSM 4864" W. 0.17'

21.0'

0.5' INSIDE PROPERTY

2' GOPHER TORTOISE FENCE MEANDERS

14.6'

2.5' OUTSIDE PROPERTY

19.7'

0.5' OUTSIDE PROPERTY

33.3'

(70002) FND 4"x4" C.M. "F-170"

FENCE CORNER S. 3.3', E. 7'

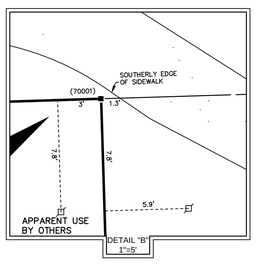
60'

P.C.N. 39-38-41-019-000-00010-0
O.R.B. 2481, PAGE 1794

LOT 19
11.27± ACRES
(VACANT)
P.C.N. 40-38-41-001-014-00000-0
O.R.B. 2528, PAGE 1198

BOUNDARY SURVEY

GRAPHIC SCALE
40 0 40 80
(IN FEET)
Intended display scale:
1 inch = 40 feet



LEGEND

E	= ELECTRIC LIGHT HANDHOLE
—D—	= HANDRAIL
—O—	= CHAINLINK FENCE
—A—	= OVERHEAD UTILITY LINE
Ø	= WOOD POWER POLE
	= CONCRETE POWER POLE
	= POLE ANCHOR
C.M.	= CONCRETE MONUMENT
CONC.	= CONCRETE
	= SIGN
F	= FIBER OPTIC MARK
⊠	= LIGHT POLE
O.R.B.	= OFFICIAL RECORDS BOOK
R.C.P.	= REINFORCED CONCRETE PIPE
(TYP.)	= TYPICAL
TIIF	= TRUSTEES INTERNAL IMPROVEMENT FUND
(M)	= MEASURED
(D)	= DEED

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No.	Revisions	Date	By

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) 386-1066 • WWW.GCYINC.COM

BOUNDARY SURVEY FOR:
CLARITY POINTE DEVELOPMENT PARTNERS
MARTIN COUNTY, FLORIDA

Scale:	Date:
1"=40'	JAN. 2016
Drawn By:	Checked By:
M.F.M.	P.A.

File & Drawing No: 16-1001-01-01
Sheet 2 of 4

Drawing Name: Clarity Pointe.dwg
Page(s): 42-51 & 01-08
Field Book(s): 1767 & 1772

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 40-FOOT PUBLIC RIGHT-OF-WAY WITHIN THE CITY, AS SET FORTH ON THE PLAT OF STUART FARMS, AS RECORDED IN PLAT BOOK 1, PAGE 63, 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.

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 or for which the City of Stuart has authority to abandon or transfer on behalf of the public 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, 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 13th day of February, 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:

	YES	NO	ABSENT
THOMAS F. CAMPENNI, MAYOR			
TROY MCDONALD, VICE MAYOR			
KELLI GLASS LEIGHTON, COMMISSIONER			
JEFFREY A. KRAUSKOPF, COMMISSIONER			
EULA R.CLARK, COMMISSIONER			

Adopted on second reading this 13th day of March, 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 PERTAINING TO THE ABANDONMENT OF RIGHT OF WAY IN ORDINANCE 2344-2017, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN 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.

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

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

CP-Stuart Development, LLC

By: _____

Richard Olson, Managing Partner

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

Treasure Coast Properties, LLC

By: _____

_____

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 _____

EXHIBIT "A"

The Property

EXHIBIT "B"

Depiction of the Property

EXHIBIT "C"

Location Map Depicting Subject Area

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 3/13/2017 **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**.

Approval by the City Commission on first reading occurred on February 27, 2017.

Funding Source:

NA

Recommended Action:

Approve Ordinance No. 2345-2017 on second 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:

	YES	NO	ABSENT
THOMAS CAMPENNI, MAYOR			
TROY MCDONALD, VICE MAYOR			
JEFFERY KRAUSKOPF, COMMISSIONER			
KELLI GLASS-LEIGHTON, COMMISSIONER			
EULA CLARKE, COMMISSIONER			

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).

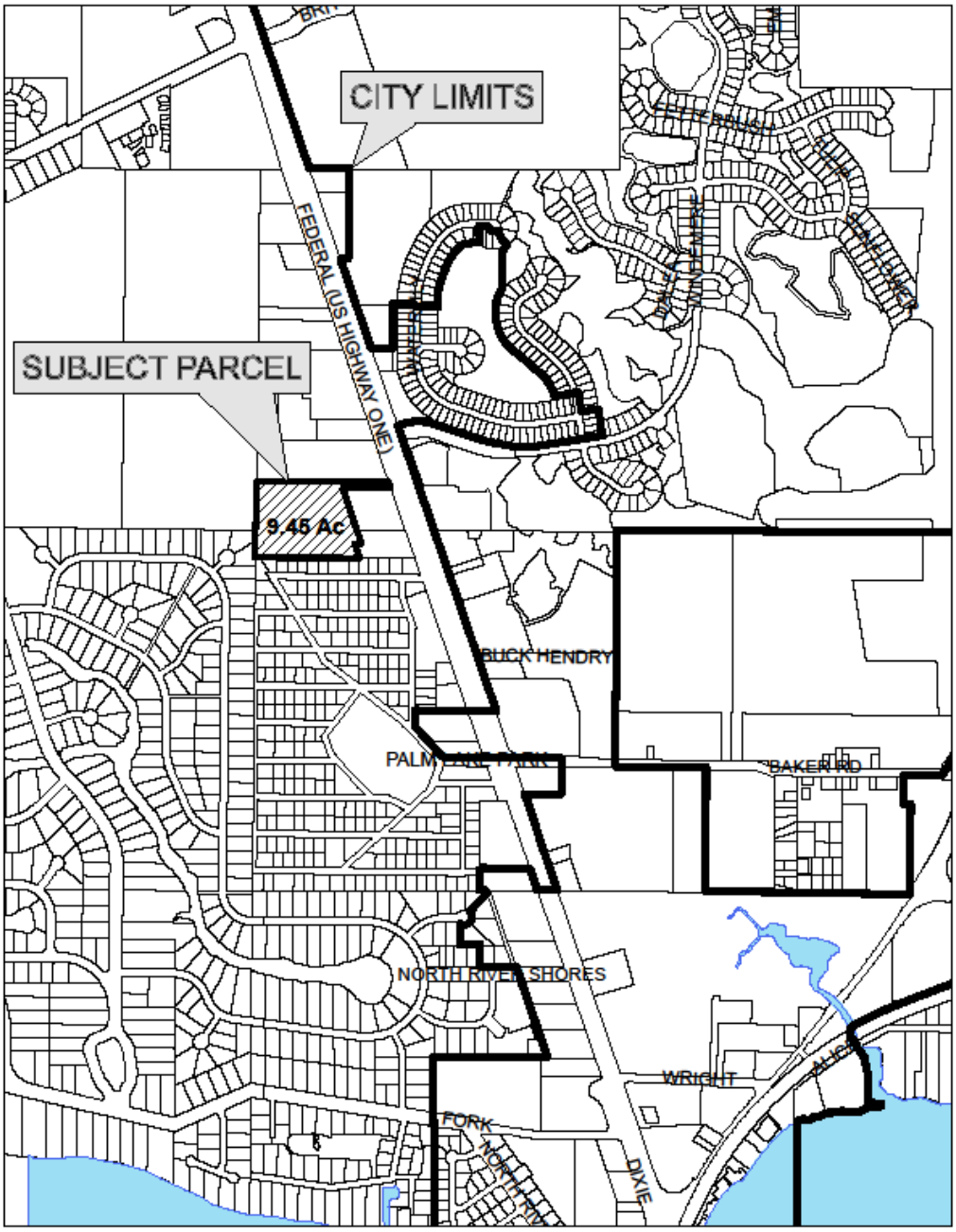
TOGETHER WITH

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**.

Ordinance No. 2345-17 - Anchor Commercial Bank Annexation

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

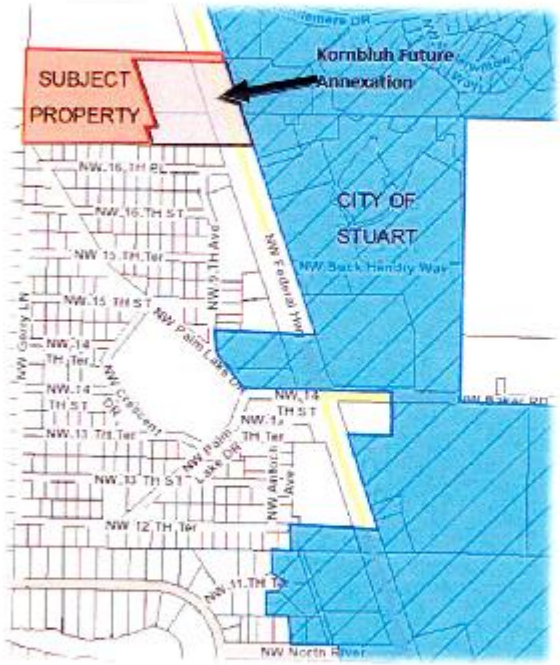
Conclusion

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.

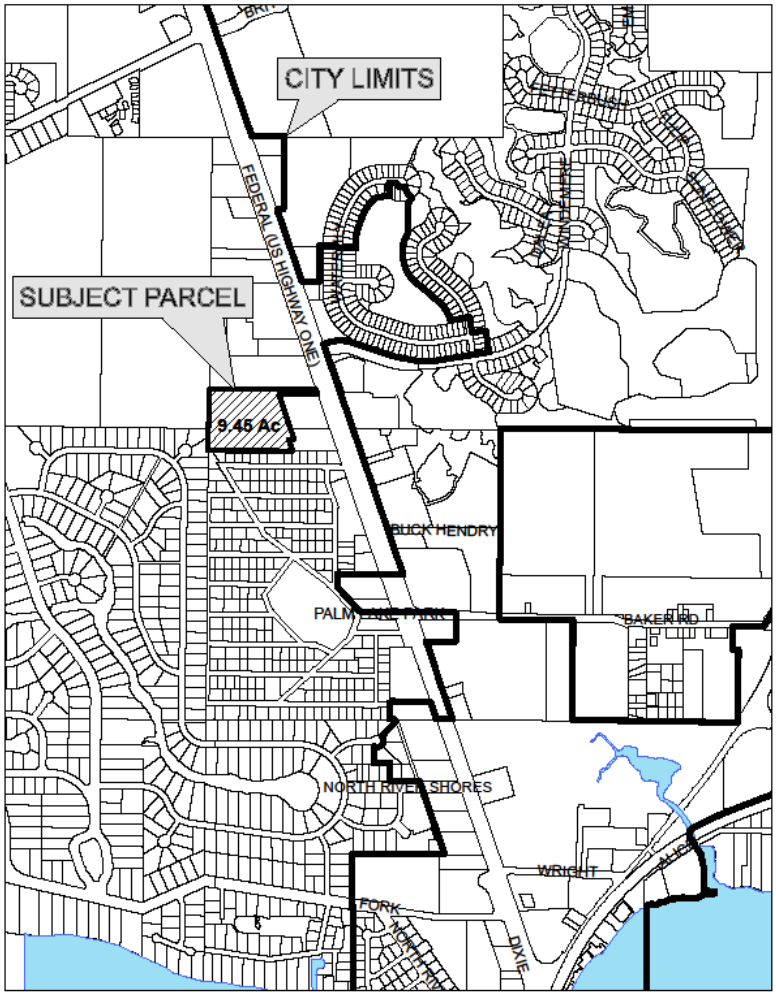


STAFF REPORT & MAPS

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.

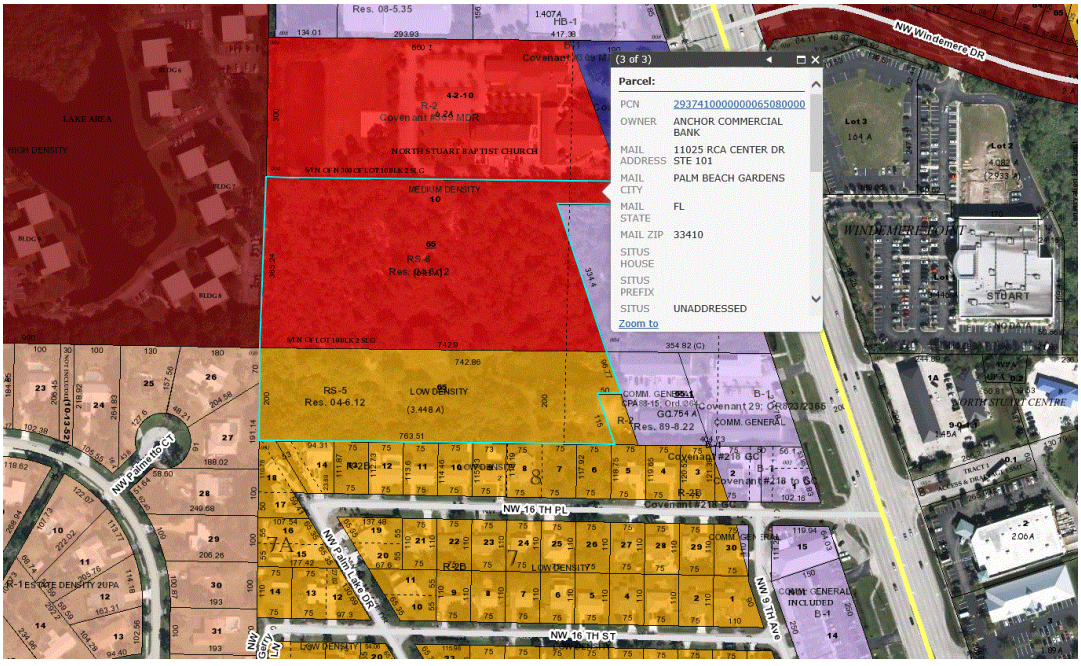


Parcel Information

	Size (Ac)	Status	County Land Use	County Zoning	City Land Use	City Zoning	Utilities
Anchor Commercial Bank	9.45	Vacant, undeveloped	Commercial Office/Residential, Medium Density, Low Density	RS-5 RS-6 Residential, RS-6 Residential and COR-2, Commercial Office Residential	TBD (Likely multi-family, limited commercial	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

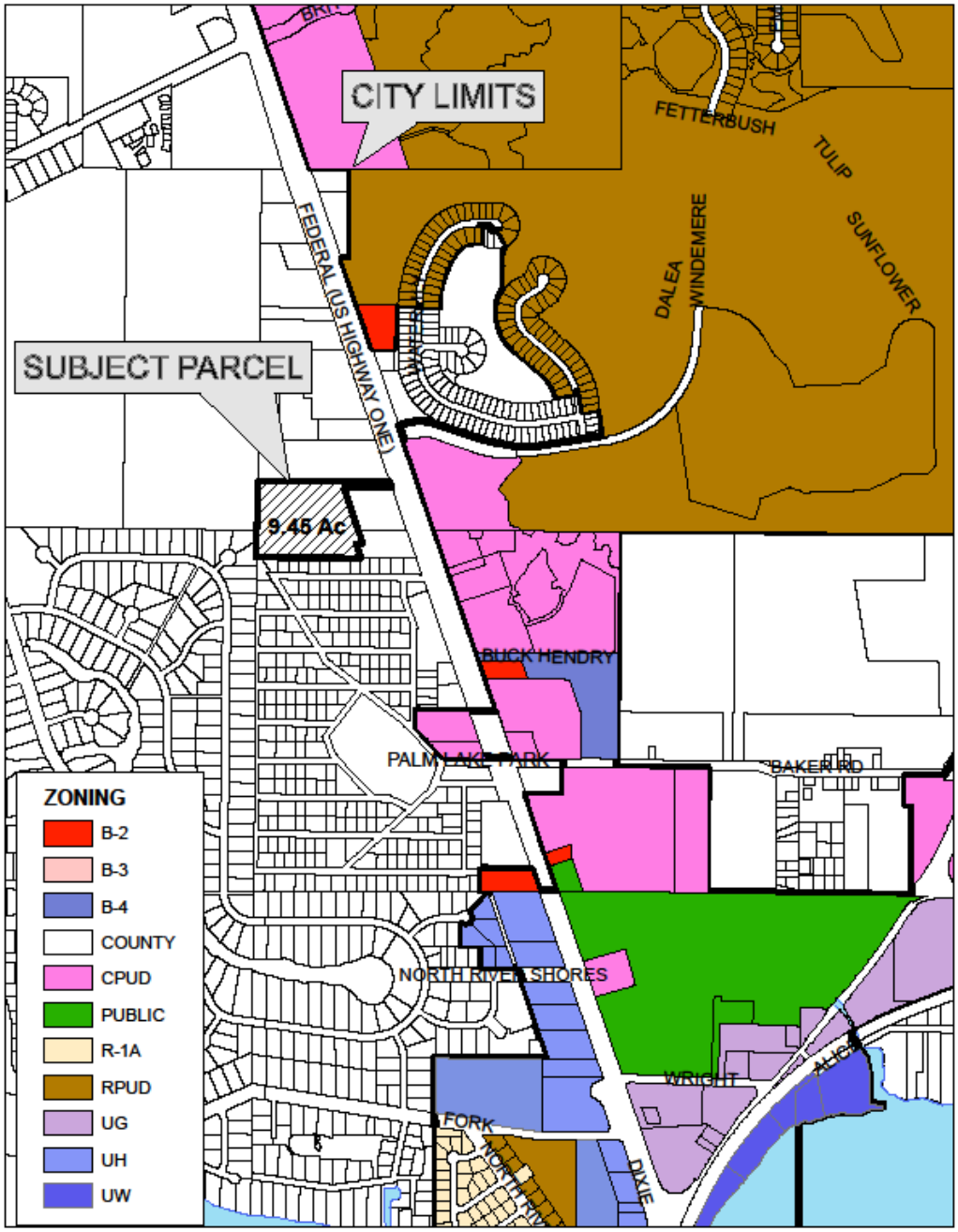
The required lot area shall not be less than 7,500 square feet.

Minimum setbacks *required.*

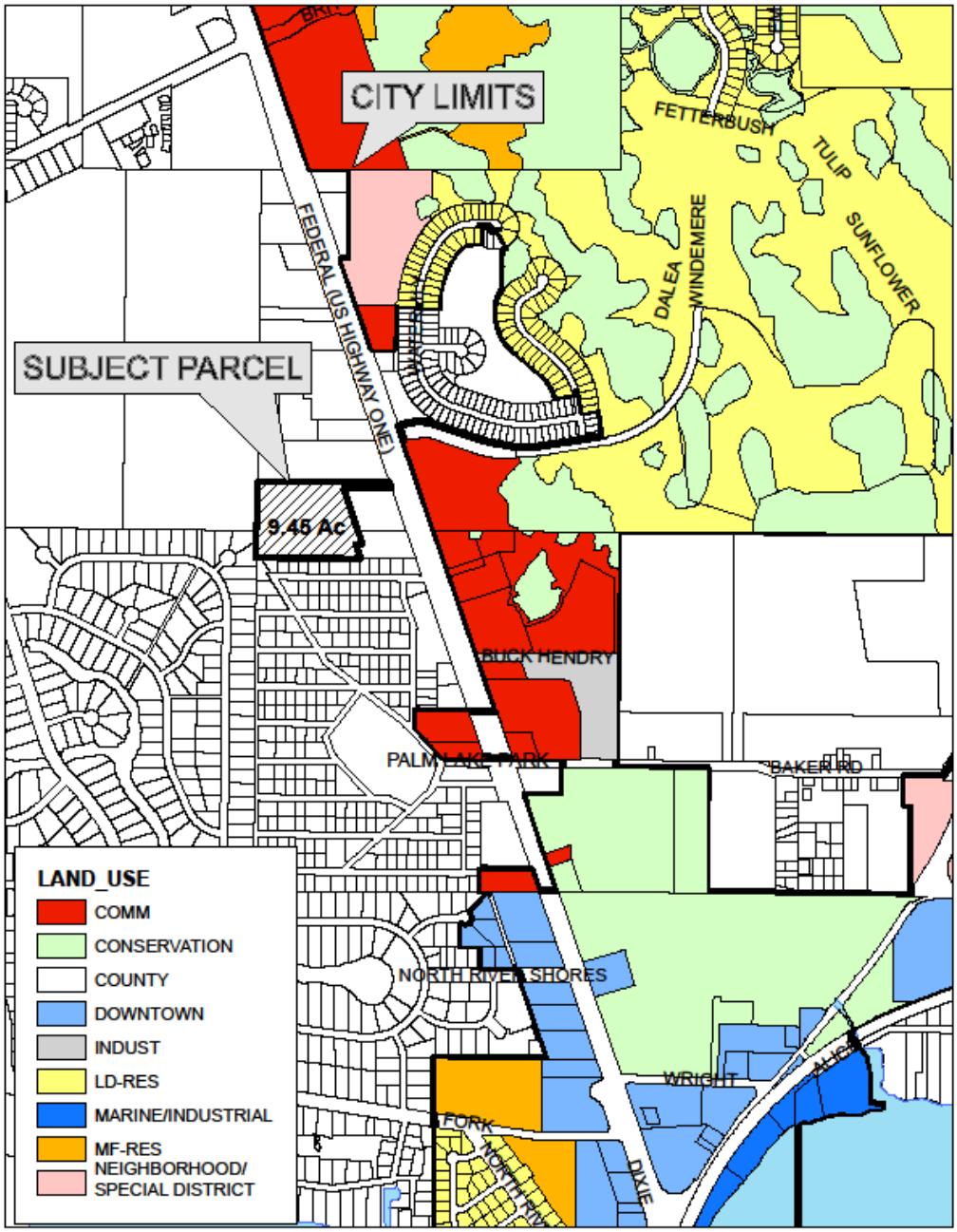
4. *Front: 25 feet.*
5. *Rear and side: 10 feet.*
6. *No structure shall be built within 50 feet of the center line of any public platted right-of-way not a designated through-traffic highway.*

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


CITY LIMITS
SUBJECT PARCEL
9.45 Ac
FEDERAL (US HIGHWAY ONE)
FETTERBUSH
TULIP
SUNFLOWER
DALEA
WINDEMERE
BUCK HENDRY
PALM LAKE PARK
BAKER RD
NORTH RIVER SHORES
WRIGHT
DIXIE
ZONING
B-2
B-3
B-4
COUNTY
CPUD
PUBLIC
R-1A
RPUD
UG
UH
UW

Land Use Map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BAKER RD
NORTH RIVER SHORES
WRIGHT
DIXIE
LAND_USE
COMM
CONSERVATION
COUNTY
DOWNTOWN
INDUST
LD-RES
MARINE/INDUSTRIAL
MF-RES
NEIGHBORHOOD/
SPECIAL DISTRICT

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

Received by: ____
Reviewed by: TR
Approved by: ____

Annexation Application

Project ID# Z17010005
(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:

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; and
G. 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.

(The data requirements for a concept plan are available at the Development Department)

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 18 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

BARBARA C. MOORE
MY COMMISSION # GG 027324
EXPIRES: December 11, 2020
Bonded Thru Notary Public Underwriters

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, 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

BARBARA C. MOORE
MY COMMISSION # GG 027324
EXPIRES: December 11, 2020
Bonded Thru Notary Public Underwriters

City of Stuart
Development Department
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

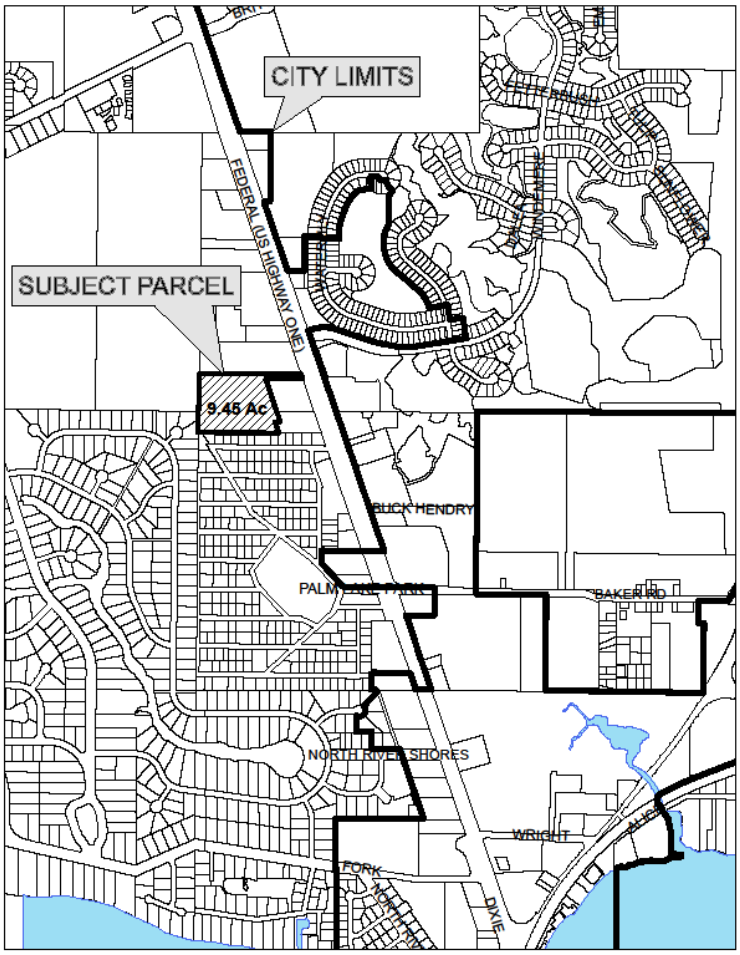
Notice of Proposed Annexation of Land

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.**

B G Bradfield

Signature of Property Owner/Authorized Agent

Signature of Property Owner/Authorized Agent

Sworn and subscribed before me this 1 **day of** February **, 20**17 **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 **, 20**17**.**

Notary Public, State of Florida

LAURIE KURNICK
MY COMMISSION # FF 953424
EXPIRES: January 29, 2020
Bonded Thru Notary Public Underwriters

NOTICE OF PUBLIC HEARING
PROPOSED ANNEXATION OF 9.45
ACRE (+/-) PARCEL INTO THE CITY OF
STUART
Stuart Local Planning Agency, February 16, 20
and the Stuart City Commission, February 27, 20
March 13, 2017 at 5:30 P.M. at
STUART CITY HALL 121 SW FLAGLER AVE 772-288-5326 8:30 AM -
VISIT WWW.CITYOFSTUART.US FOR MORE INFORMATION

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 say 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**