



AGENDA

**REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD June 12, 2017
AT 5:30 PM
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

CITY COMMISSION

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

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 - Cultural Council of Martin County

PROCLAMATIONS

2. Alzheimer & Brain Awareness Month - June 2017

PRESENTATIONS

3. Leadership Fundamentals Graduation - Class #1

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (5 min. max)

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

QUASI-JUDICIAL HEARINGS: *Some of the matters on the Agenda may be "quasi-judicial" in nature. City Commissioners will disclose all ex-parte communications, and may be subject to voir dire by any interested party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment without being sworn. Unsworn testimony will be given appropriate weight and credibility by the City Commission.*

CONSENT CALENDAR: *Those matters included under the Consent Calendar are self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by one motion. If discussion on an item is desired by any City Commissioner that item may be removed by a City Commissioner from the Consent Calendar and considered separately. If an item is quasi-judicial it may be removed by a Commissioner or any member of the public from the Consent Calendar and considered separately.*

CONSENT CALENDAR

4. Approve Minutes of 05/03/2017 and 05/26/2017 SCM (RC)
5. NW North River Drive Traffic Calming Measures. (RC)
6. RESOLUTION No. 55-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, GRANTING A CONDITIONAL USE PERMIT FOR ADDITIONAL REQUIRED PARKING TO MARTIN MEMORIAL MEDICAL CENTER, INC. ON A PROPERTY WITHIN THE RESIDENTIAL (R-3) ZONING DISTRICT AND LOCATED AT 707 SE OSCEOLA

STREET AND 711 SE OSCEOLA STREET, STUART; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES. (RC)

7. RESOLUTION No. 62-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF A MUNICIPAL LEASE WITH TEN-8 FIRE EQUIPMENT, INC. FOR SELF-CONTAINED BREATHING APPARATUS IN ACCORDANCE WITH LAKE COUNTY FIRE EQUIPMENT AND SUPPLIES CONTRACT NO. 12-08060 EFFECTIVE THORUGH JUNE 30, 2017, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (RC)
8. RESOLUTION No. 64-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE SEWAGE FORCE MAIN EASEMENT AND QUIT-CLAIM DEED WITH MARTIN COUNTY FOR OPERATION AND MAINTENANCE OF A SEWAGE FORCE MAIN AT THE WITHAM FIELD AIRPORT; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES. (RC)
9. RESOLUTION No. 67-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE EXECUTION OF TWO (2) NON-EXCLUSIVE RECLAIMED WATER MAIN EASEMENTS WITH MARTIN COUNTY, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES. (RC)
10. RESOLUTION No. 68-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE SEWAGE FORCE MAIN EASEMENT WITH CONQUISTADOR HOMEOWNERS ASSOCIATION, INC., PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES. (RC)
11. RESOLUTION No. 65-2017; BUDGET AMENDMENT 09-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT NO. 09-2017 TO ACCEPT, APPROPRIATE AND AUTHORIZE EXPENDITURES FOR IN AN AMOUNT NOT TO EXCEED \$5,360 FROM THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY; PROVIDING FOR READING EDUCATION; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES. (RC)
12. RESOLUTION No. 66-2017; 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)
13. RESOLUTION No. 69-2017; A RESOLUTION OF THE CITY OF STUART, FLORIDA AMENDING APPENDIX A, FEE, RATE AND CHARGE SCHEDULE OF THE STUART CODE OF ORDINANCES; PROVIDING FOR A FEE OF \$1,000 TO APPLY FOR AN AWARD OF FLOOR SPACE ALLOWING FOR THE CONSUMPTION OF ALCOHOLIC BEVERAGES ON PREMISES IN THE OLD DOWNTOWN DISTRICT; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES. (RC)
14. RESOLUTION No. 70-2017; A RESOLUTION OF THE CITY OF STUART, FLORIDA ALLOCATING \$125,000 IN BUILDING PERMIT FEE PROCEEDS TO THE CITY'S ENERGY EFFICIENCY REBATE PROGRAM; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES. (RC)

END OF CONSENT CALENDAR

COMMISSION ACTION

15. VOTING DELEGATE FOR FL LEAGUE OF CITIES (RC)
16. 7-Eleven at 2375 Kanner Highway. A policy discussion regarding lease or sale of property located at 2375 Kanner Highway (northeast corner of Kanner Hwy. and Monterrey Road. (RC)

ORDINANCE FIRST READING

17. ORDINANCE No. 2332-2017; 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 2.04.02, SUPPLEMENTAL AREA REQUIREMENTS", 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. (RC)
18. ORDINANCE No. 2342-2017; 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. (RC)

ORDINANCE SECOND READING

19. ORDINANCE No. 2354-2017; 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 WITHIN THE MINIMUM LOT SIZE REQUIREMENTS BY INCREASING THE MAXIMUM DENSITIES FOR THE R-1A AND R-1 DISTRICTS TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; 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. (RC)

DISCUSSION AND DELIBERATION

ADJOURNMENT

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

Meeting Date: 6/12/2017

Prepared by: jchrulski

Title of Item:

"Arts Moment" presented by the Arts Council of Martin County.

Members: Charlie (Doc Q) Quesenberry, Brenda (Lady B) Quesenberry and Larry (The Quartermaster) Fitch

Summary Explanation/Background Information on Agenda Request:

As a part of the World Culture Series, the Arts Council of Martin County is producing a Celtic Celebration, June 21st. The "Kindred Kilts" (a traditional Irish trio) will present an authentic Celtic song to the City Commission and audience.

Funding Source:

N/A

Recommended Action:

Present the certificate, take a photo with the band & enjoy the presentation.

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

Meeting Date: 6/12/2017

Prepared by: Ryanne Cavo

Title of Item:

Alzheimer & Brain Awareness Month - June 2017

Summary Explanation/Background Information on Agenda Request:

Alzheimer's is a neurological disease that affects five million Americans, with over 500,000 in the State of Florida

Funding Source:

N/A

Recommended Action:

Issue the Proclamation

ATTACHMENTS:

Description	Upload Date	Type
□ Proclamation	6/7/2017	Resolution add to Y drive



**PROCLAMATION
ALZHEIMER'S ASSOCIATION SOUTHEAST FLORIDA
ALZHEIMER & BRAIN AWARENESS MONTH
JUNE 2017**

WHEREAS, Alzheimer's is a neurological disease that affects five million Americans, with over 500,000 in the State of Florida; and

WHEREAS, the Alzheimer's Association, Southeast Florida Chapter is committed to helping families through advocacy and fundraising and provides support and education services to these families and their caregivers; and

WHEREAS, the Alzheimer's Association Southeast Florida Chapter will be participating in "The Longest Day" on June 21, 2017 to raise funds and awareness for care and support while advancing research toward the first survivor of Alzheimer's.

NOW, THEREFORE, I, Troy A. McDonald, Mayor of the City of Stuart, Florida do hereby proclaim the month of June, 2017, as

ALZHEIMER & BRAIN AWARENESS MONTH

in the City of Stuart, Florida and encourages the citizens of the City of Stuart to participate in the 2017 Treasure Coast Walk to End Alzheimer's on Saturday, October 14, 2017.

IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 12th day of June, 2017.

TROY MCDONALD
MAYOR



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

Meeting Date: 6/12/2017

Prepared by: RJohnson

Title of Item:

Leadership Fundamentals Graduation - Class #1

Summary Explanation/Background Information on Agenda Request:

Effective leaders understand their organization, its history, and its role in the community. They embrace the diverse talents their employees bring to the table and welcome their ideas. They have a grasp on the laws and policies that govern the work to which their department is accountable. They know how to hire and develop employees to meet organizational goals. Effective leaders know how to communicate, coach, and resolve conflict while creating an environment that motivates and inspires.

In order to achieve this vision and meet the needs of our current leaders and those identified through succession planning, "Leadership Fundamentals" was developed as an entirely new training initiative by the Human Resources Department. Twenty (20) employees in Class #1 participated in this highly interactive program over the course of eight (8) weeks.

Participants delved into the following topics:

1. Local Government 101
2. Leadership Theory and Self-Analysis
3. Generations in the Workplace
4. Leadership Tools For The Toolbox - State and Federal Laws
5. Leadership Tools For The Toolbox - Employee Handbook
6. Finance, Accounts Payable, P-Cards, and Procurement
7. Recruitment, Selection, and Behavioral Interviewing
8. Documenting Discipline

This training initiative provided the opportunity for participants to explore their individual personality profiles and generational profiles, participate in a mock Commission meeting, interview one another, learn coaching and redirection skills in breakout groups, and participate in meaningful discussion on a variety of topics.

To proudly recognize their successful completion and commitment to effective leadership and devotion to organizational performance improvement for The City of Stuart, we celebrate Class #1's accomplishments through this graduation presentation.

Funding Source:

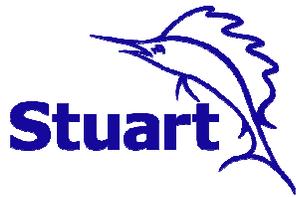
1125 / 552

Recommended Action:

Mayor, Commissioners, and City Manager Present Awards

ATTACHMENTS:

	Description	Upload Date	Type
▢	2017 Leadership Fundamentals Class Roster	6/7/2017	Backup Material



Leadership Fundamentals

Today's Date: _____

Name	Department	Signature
Champion, Tammy	Police (Dispatch Supr)	
Coleman, Jeff	Public Works (TL I, Trams)	
Conti, Lisa	Public Works (CSS, Utilities)	
Duran, David	Police (MO I, Corporal)	
Farley, James	Public Works (TL III, Turf & Grounds)	
Goldberg, Mike	Public Works (TPOI, Water)	
Gregory, Chalimar	Police (Code Enf Supr)	
Griffin, Bill	Public Works (TL I, Stormwater)	
Hitchcock, Paul	Public Works (TL III, Utilities)	
Huneycutt, Jonathan	Fire Rescue (Fire Rescue Lieutenant)	
James, Mike	Community Services (Prog Sup, 10 th)	
LaPadula, John	Public Works (Bldg Supt)	
McHenry, Julie	Community Services (Div Mgr, 10 th)	
Nicolosi, Steve	Development (Bldg Insp)	
Reker, Billy	Public Works (TL I, Streets)	
Rogolino, Marc	Public Works (Capital Proj Coord)	
Schommer, Greg	Public Works (TL III, Sanitation)	
Shine, Richard	Police (MO I, Detective)	
Voelker, Tim	Public Works (City Engineer)	
Woodside, Mike	Public Works (TL II, Water)	

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

Meeting Date: 6/12/2017

Prepared by: C White

Title of Item:

Approve Minutes of 05/03/2017 and 05/26/2017 SCM (RC)

Summary Explanation/Background Information on Agenda Request:

Funding Source:

NA

Recommended Action:

Approve Minutes

ATTACHMENTS:

Description	Upload Date	Type
☐ 05/26/2017 SCM	6/7/2017	Attachment
☐ 05/03/2017 SCM	6/7/2017	Attachment

MINUTES
SPECIAL MEETING OF THE STUART CITY COMMISSION
HELD ON May 26, 2017
AT 9:00 AM Commission Chambers
121 S.W. FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

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

ADMINISTRATIVE

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

 **9:01 AM ROLL CALL**

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

 **9:01 AM PLEDGE OF ALLEGIANCE**

PRESENTATIONS

COMMENTS BY CITY COMMISSIONERS

 **9:02 AM**

Commissioner Krauskopf inquired about whether or not the City would be participating in the upcoming June 1, 2017 tax sale to bid on specific properties or just getting higher interest rate.

City Manager Nicoletti said that the City has incorporated into the fiscal policy and are able to bid the properties as they appear. He said he would look at the properties to see if there are any properties.

COMMENTS BY CITY MANAGER

 **9:03 AM APPROVAL OF AGENDA**

 **9:03 AM Motion: Action: Approve Agenda, Moved by Commissioner Krauskopf, Seconded by Commissioner Glass Leighton.**

4/1

ABSENT: Campenni

COMMENTS FROM THE PUBLIC (5 min. max)

 **9:04 AM Motion: Consent Calendar, Action: Approve, Moved by Commissioner Krauskopf, Seconded by Commissioner Glass Leighton.**
4/1 **ABSENT: Campenni**

 **9:04 AM CONSENT CALENDAR**

1. Minutes of 5/22/2017 Regular Commission Meeting for approval.

END OF CONSENT CALENDAR

 **9:04 AM Motion: Consent Calendar, Action: Approve, Moved by Commissioner Krauskopf, Seconded by Commissioner Glass Leighton.**
4/1 **ABSENT: Campenni**

 **9:04 AM COMMISSION ACTION**

2. At the Regular City Commission meeting on May 22, 2017, Commissioner Glass-Leighton Motioned the Commission to specially set a meeting to address the reorganization of the City Commission in light of allegations against the current Mayor related to age discrimination arising during the search for City Manager. After discussion, the City Commission unanimously voted (4-0) to schedule the meeting (Commissioner Campenni was absent). Reorganization of the: City Commission Mayor - Vice Mayor Various Board Appointments

 **9:05 AM Motion: Approve Troy McDonald as Mayor, Action: Approve, Moved by Commissioner Glass Leighton, Seconded by Commissioner Krauskopf.**

Caryn Yost Rudge came forward and requested Commissioner Clarke be put back as Mayor and Commissioner Campenni as Vice Mayor.

Helen McBride came forward and stated she was confident the Commission would do what is right and would do the right thing. She stated Commissioner Clarke made a mistake and she apologized and is taking the consequences. She also announced that Geoffrey Smith was recognized in World Wide news with his statue Image.

4/1 **ABSENT: Campenni**

 **9:09 AM Motion: Approve Kelli Glass Leighton as Vice Mayor, Action: Approve, Moved by Commissioner Krauskopf, Seconded by Commissioner Clarke.**
4/1 **ABSENT: Campenni**

 **9:10 AM Motion: Reappointment of Various Board Appointments for Commissioners as it currently is in place. Action: Approve, Moved by Commissioner Krauskopf.**

Commissioner Clarke asked that she be appointed back to the MPO and the Arts Council.

Vice Mayor Glass Leighton said the City needs to be consistent and would be happy to sit on the MPO Board and recommended that because Commissioner Krauskopf is not seeking re-election that he serve on the Treasure Coast Council of Local Governments, and the Treasure Coast Regional League of Cities to allow the new seated Commissioner to get to know the surrounding Communities.

 **Motion: To serve on the MPO Board and recommended that because Commissioner Krauskopf is not seeking re-election that he serve on the Treasure Coast Council of Local Governments, and the Treasure Coast Regional League of Cities to allow the new seated Commissioner to get to know the surrounding Communities., Action: Approve, Moved by Commissioner Glass Leighton,**

Commissioner Krauskopf said he was trying to transition out, and understands the consistency argument, but he could be swayed to that. If you want that Kelli and Troy, you need to absorb the positions.

Vice Mayor Glass Leighton said she has sat on the MPO Board in the past, and recommended Commissioner Krauskopf moving away from the Martin County Tourist Development.

City Attorney Mortell recommended the Commission go through each position on each Board to determine who will sit on each Board.

Commissioner Krauskopf stated he currently sits on the Tourist Development Council and the Council of the Arts. He said he would be happy to phase out of those if someone wants them he would be happy to do it.

Vice Mayor Glass Leighton recommended that a new Commission coming on board sitting on the Treasure Coast Council of Local Governments, and the Treasure Coast Regional League of Cities would be valuable to them to get to know our surrounding areas.

Commissioner Krauskopf asked for clarification if Vice Mayor was asking him to transition into Treasure Coast Council of Local Governments, and the Treasure Coast Regional League of Cities, and then transition out.

Commissioner Clarke asked if she could serve on the School Board Long Range Planning Committee since she was taking the MPO?

Vice Mayor Glass Leighton stated that the matter was about consistency and she could not do that.

Commissioner Clarke asked if Vice Mayor Glass Leighton was telling her that there was no place on any Board for her to serve.

Vice Mayor Glass Leighton clarified she was not telling her anything that it was the pleasure of the Board to decide.

Commissioner Krauskopf seconded the motion accepting the assignments of board member to the Treasure Coast Council of Local Governments, and the Treasure Coast Regional League of Cities in addition to the boards he already serves.

City Attorney Mortell read into the record the following

Martin County Tourist Development Council	<i>Jeffrey Krauskopf</i>
Metropolitan Planning Organization	<i>Kelli Glass Leighton</i>
MPO Regional Transit Organization	<i>Troy McDonald</i>
Treasure Coast Council of Local Governments	<i>Jeffrey Krauskopf</i>
Airport Noise Advisory Committee	<i>Kelli Glass Leighton.</i>
Boundary Advisory Committee, fka: School Board Long Range Planning Committee	<i>Kelli Glass Leighton</i>
Treasure Coast Regional League of Cities <i>Alternate</i>	<i>Jeffrey Krauskopf</i> <i>Troy McDonald</i>
Martin County Council of the Arts	<i>Jeffrey Krauskopf</i>
Treasure Coast <i>Regional</i> Planning <i>Sewalls Point</i> <i>Alternate</i> <i>Jupiter Island</i>	
Business Development Board	<i>Troy McDonald</i>

Commissioner Clarke asked if it is simply at the pleasure of the Board that each Commissioner

Attorney Mortell stated that pursuant to the City Charter the City Commission can re-organize at any time the majority of the Commission decides to, and that is all that it has. This is truly the pleasure of the Board.

Commissioner Clarke asked if the Code of Conduct to be addressed later that says it is still at the pleasure of the Board based on the Charter and there is no change.

Attorney Mortell stated the Code of Conduct does not address this matter. He did say the Commission could offer to include that at the pleasure of the Commission

City Manager Nicoletti stated he received an email from Karen Sayer and would be treating it as a Public Records Request. The request is to provide Commissioner Campenni's Meeting Calendar for May 2016 to today's date.

 9:21 AM The City Clerk asked for a short break to fix the live streaming of the Commission Meeting.

The Commissioners agreed and took a short break.

 9:25 AM

The Commission reconvened the meeting

 9:26 AM PUBLIC COMMENT

Virginia Sherlock came forward and expressed concern over the Commissioners removing Commissioner Eula Clarke and Commissioner Tom Campenni from various Boards.

Micah Hartman came forward and expressed concern over the removal of both Commissioners from the Advisory Boards.

Mark Brechbill said he expressed concern over motion and doesn't feel that those people who have made mistakes should pay permanently for their mistakes.

Marlene McClure expressed concern over the motion and removing Commissioner Clarke from advisory Boards and let her serve the city well.

Michael Meier came forward and expressed concern over the situation. He does agree that Elected Officials are held into a higher standard. He thinks the City should look at the process on how various Commission Board Appointments are made.

Caryn Yost Rudge expressed concern over the motion.

Mayor McDonald said he would not support the motion as stated and called the question.

Commissioner Krauskopf Aye
Vice Mayor Glass Leighton Aye
Mayor McDonald No
Commissioner Clarke No
ABSENT : Campenni

The motion failed for a lack of three affirmative votes.

The Mayor suggested the following:

Martin County Tourist Development Council

Jeffrey Krauskopf

Metropolitan Planning Organization

Kelli Glass Leighton

MPO Regional Transit Organization

Troy McDonald

Treasure Coast Council of Local Governments

Tom Campenni

Airport Noise Advisory Committee	<i>Kelli Glass Leighton.</i>
Boundary Advisory Committee, fka: School Board Long Range Planning Committee	<i>Tom Campenni</i>
Treasure Coast Regional League of Cities <i>Alternate</i>	<i>Troy McDonald</i>
Martin County Council of the Arts	<i>Eula Clarke</i>
Treasure Coast <i>Regional</i> Planning <i>Sewalls Point</i> <i>Alternate Jupiter Island</i>	
Business Development Board	<i>Troy McDonald</i>

The Mayor passed the gavel and made the following stated motion:

 9:36 **AM Motion:, Action: Approve, Moved by Vice Mayor McDonald, None seconded.**

Commissioner Clarke suggested the following appointments be made:

Martin County Tourist Development Council	<i>Eula Clarke</i>
Metropolitan Planning Organization	<i>Tom Campenni</i>
MPO Regional Transit Organization	<i>Troy McDonald</i>
Treasure Coast Council of Local Governments	<i>Tom Campenni</i>
Airport Noise Advisory Committee	<i>Kelli Glass Leighton.</i>
Boundary Advisory Committee, fka: School Board Long Range Planning Committee	<i>Eula Clarke</i>
Treasure Coast Regional League of Cities <i>Alternate</i>	<i>Jeffrey Krauskopf</i> <i>Troy McDonald</i>
Martin County Council of the Arts	<i>Jeffrey Krauskopf</i>
Treasure Coast <i>Regional</i> Planning <i>Sewalls Point</i> <i>Alternate Jupiter Island</i>	
Business Development Board	<i>Eula Clarke</i>

 **9:38 AM Motion:, Action: Approve, Moved by Commissioner Clarke, None seconded.**

Commissioner Krauskopf said he would like to see it come back at a future meeting die to the 2/2 vote and the slate of members will remain the same.

The matter will come back at a future meeting for a vote.

Mayor McDonald was saddened, and he could see that Commissioner Clarke has shown remorse and should be assigned back to a board.

Commissioner Clarke asked for the item to come back at the meeting of June 26. 2017.

The Commission agreed to hear the matter at the June 26, 2017 meeting.

 **9:42 AM**

3. On May 18, 2017 an employee submitted a written complaint against Thomas Campenni, Mayor of the City of Stuart. In the complaint, the employee alleged that the Mayor discouraged him from submitting an application for the City Manager vacancy because he desired a "younger guy with fresh ideas." An investigation was performed by the Human Resources Department with consultation with outside employment counsel. The investigation was completed on May 22, 2017. The report recommends that Mayor Campenni remove himself from the entire selection process unless the Commission takes action otherwise. In addition, the executive search firm should be apprised of this matter to ensure an impartial City Manager selection process.

City Manager Nicoletti gave a brief overview of the item. He said the question comes back to the Commission for discussion and deliberation.

Commissioner Krauskopf asked if the City needed a motion to effectuate the recommendation by the HR Director to assure that Commissioner Campenni remove himself from the selection process of the new City Manager and the Colin Baenziger firm will be noticed to that effect.

City Attorney Mortell clarified that the resignation letter from Commissioner Campenni as Mayor stated that he would recude himself unless such persons didn't make the short list. The recommendation by the HR Director was that he remove himself from the entire thing, and that is staff recommendation.

 **9:45 AM Motion: Adopt Human Resources Report HR Director Recommendation is adopted and notify the Colin Baenziger and Associates firm that Commissioner Campenni would be removed from the City Manager selection process , Action: Approve, Moved by Commissioner Krauskopf, Seconded by Commissioner Glass Leighton.**

Commissioner Clarke asked the City Attorney to distension between Mr. Campenni' s situation and my situation with regard to acceptance of Human Resources report based on the inquiry that an employee made.

City Attorney Mortell explained the difference in the allegations made against Commissioner Clark and the allegations made against Commissioner Campenni. He explained the City had an obligation under the law to investigate the allegations in both cases.

Vice Mayor Glass Leighton said the City needs to have consistent procedures in place on how these types of unfortunate situations are handled. She believes an outside investigation needs to take place and stated that whether the citizens agree or not the Commission need to hold themselves to a higher standard.

Virginia Sherlock came forward and expressed concern over the Investigation Summary Report and that the intent is required to sustain a claim of age discrimination. She further added the law as it relates to intent. She said that the report concludes that the report relies on accepting the employer's version of what was said and rejecting what the employee version of what was said. She asked how this investigation could be considered through or un-biased. She said she does not support spending tax dollars on another investigation regarding Commissioner Campenni's conduct. She said that if these comments were made as represented by the HR Directors summary then there was a violation of State and Federal Law regardless of his intent. She said there are agencies that will investigate those claims in an appropriate manner and no need to spend my money for an independent investigation.

City Attorney Mortell explained that the City needed to take action to cure the problem and did so in an expediently and removed the employee from the environment so actions could not occur any further, and as a result the City of Stuart the perception of the employee were validated, and the HR recommendation was provided to the Commission based upon the investigation.

Commissioner Clarke asked if Commissioner Campenni was an Employee or Employer?

Attorney Mortell explained he is both, and in the circumstances we are addressing he would be considered a, Supervisor and in a position of authority over that employee that made the complaint. He explained the City of Stuart's responsibility is to cure the defect.

Micha Hartman came forward and expressed concern over any further outside investigation, and a waste of time.

After the Commission and public comments the following motion was made:

4/1

ABSENT: Campenni

Commissioner Clarke said she supports the recommendation.

Commissioner Krauskopf motioned for Item 4 Resolution 50-2017



10:06 AM **Motion:** Resolution 50-2017, Action: Approve, Moved by Commissioner Krauskopf, Seconded by Commissioner Glass Leighton.



Motion: The City needs to have a more full investigation and more robust investigation by the Personnel Department at least. , Action: Approve, Moved by Commissioner Clarke,

Mayor McDonald suggested having the outside council validate the HR investigation.

City Manager Nicoletti stated he would start there but there may be an issue as to other things out there. And is there something else that may have been said to other employees. I don't think you can do this inside.

Vice Mayor Glass Leighton asked the question, how did we get to this point? She stated she supports the investigation to see if comments made by Commissioner Tom Campenni were isolated or rise to a pattern of behavior deviating from the role of a City Commissioner.

None seconded the earlier motion made by Commissioner Clarke.

Commissioner Clarke made "another motion" as follows:

 **10:07 AM Motion: Authorizing and directing the City Manager to hire an Independent Investigator to determine if comments made by Commissioner Tom Campenni were isolated or rise to a pattern of behavior deviating from the role of a City Commissioner, and approves the cost of between \$10-12 thousand dollars from City Manager Contingency Budget. Action: Approve, Moved by Commissioner Clarke, Seconded by Commissioner Glass Leighton.**

Mark Brechbill came forward and asked if the City Commission remove another Commissioners right to vote?

Attorney Mortell stated that in the resignation letter of Mayor removed himself in the letter.

Caryn Yost Rudge came forward and said that this all started when Officer Fitzgerald tattled on Commissioner Clarke for her remarks to him by using the word pig. She also disagrees that Chief Dyess being called to testify.

City Manager Nicoletti explained that he has the authority to compel any employees to testify during an investigation.

Jackie Vitale asked the City to clarify whether or not they would be hiring an outside investigator for this matter.

The City said yes the motion is standing to hire an outside investigator.

Carol Waxler came forward and thanked the City and supports the motion. And does not support having City Employees judging Commissioners. She also stated she supports the Code of Conduct as she stated at the previous meeting.

Helen McBride came forward and too supports the motion.

City Attorney clarified the motion authorizing and directing the City Manager to hire an Independent Investigator to determine if comments made by Commissioner Tom Campenni

were isolated or rise to a pattern of behavior deviating from the role of a City Commissioner, and approves the cost of between \$10-12 thousand dollars from City Manager Contingency Budget.

3/2 Campenni Absent / Krauskopf NO

Item 4 was moved and seconded earlier.

 **10:06 AM 4. RESOLUTION No. 50-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CREATING A CODE OF CONDUCT FOR CITY COMMISSIONERS; PROVIDING FOR CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.**

City Manager Nicoletti gave a brief overview of the Code of Conduct for approval to adopt.

Mayor McDonald asked about adding more language or stronger language regarding private emails and all Social Media public records.

Manager Nicoletti explained the Social Media Policy may need to be adopted in a separate policy.

Mayor McDonald suggested creating a policy.

Commissioner Clarke asked about how the Commissioners should communicate with the Public.

City Attorney explained the process for how to respond to emails, public and the ethical duties of a Commissioner.

4/1 Campenni Absent

Mayor McDonald read his thoughts into the record to the public and staff as the incoming Mayor.

**ORDINANCE FIRST READING
ORDINANCE SECOND READING
DISCUSSION AND DELIBERATION**

 **10:42 AM ADJOURNMENT:**

Cheryl White, City Clerk

Troy McDonald, Mayor

Minutes to be approved at the Regular Commission Meeting this 12th day of June, 2017.

**MINUTES
SPECIAL MEETING OF THE STUART CITY COMMISSION
HELD May 3, 2017
AT 5:30 PM Commission Chambers
121 S.W. 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



5:30 PM Roll Call.

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



5:30 PM 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

Mayor Campenni announced that Item #2 would be discussed before Item #1.

 **5:30 PM DISCUSSION AND DELIBERATION**

 **5:31 PM** 2. Workshop on density calculation inconsistencies between the comprehensive Plan and Land Development Code, and within the Land Development Code.

Terry O'Neil, Development Director, gave a presentation on the City's Comprehensive Plan and Land Development Code. The Development Department feels this is positive for the City.

 **5:51 PM Public Comment:**

Karen Sayer, 607 SE 6th Street, came forward with a Power Point presentation prepared in opposition to the density changes. She offered a proposal showing a remedial correction and a variety of low density options.

Jeremy LeMaster, Palm City, local builder and commented against the density changes.

Chris Lowery – 320 SW Dyer Drive, opposes the density changes.

Bruce Wallace – 231 SE Pelican Drive, Commented that it is a quality of life issue and opposes the density changes.

Gayla Tanner, 1153 SE 14th Street, Thinks Karen Sayer's proposal should be considered. Would like to see Stuart stay unique.

Susan O'Rourke, 969 SE Federal Hwy., Asks how can we enhance our neighborhoods but feels this proposal will put pressure on our older neighborhoods. Feels it's worth waiting to build it up and make it a multi-point effort.

Michael Busha, Executive Director, Treasure Coast Regional Planning Council, took this opportunity to congratulate City Manager, Paul Nicoletti on his retirement announcement. Mr. Busha limits his remarks to the remediation portion to correct the inconsistencies related to the Comp Plan and the LDR's. He suggests this is addressed and encourages the commission to do what staff is recommending, whether modified or not.

Commissioners and staff discussed the City's Comprehensive Plan and Land Development Code.

 **6:30 PM Motion: Move forward to tidy-up Land Development Code and bring back to Commission in an Ordinance form., Action: Approve, Moved by Commissioner Krauskopf, Seconded by Commissioner Glass Leighton.**

Motion passed unanimously.

 **6:35 PM 1. DISCUSSION OF ACTING/INTERIM CITY MANAGER APPOINTMENT AND MANAGER RECRUITMENT PROCESS**

City Manager Nicoletti announced that Roz Johnson, HR Director has provided multiple options to search for the City Manager’s replacement. Staff is suggesting requesting a proposal from Colin Baenziger & Associates. This company has the ability to advertise for applicants, rank them, perform background checks and narrow down the applicants to the top allotted number requested by the City.

Krauskopf agrees with the request for proposal and thinks it’s important for the search to include criteria for someone within the state of Florida and with a thorough understanding of CRA.

Attorney Mortell reminded the Commission that they are able to determine the advertising criteria for the City Manager position.

 **6:43 PM Motion: Obtain a quote from Colin Baenziger & Associates and have them present it at a meeting., Action: Approve, Moved by Commissioner Krauskopf, Seconded by Commissioner Clarke.**

Motion passed unanimously.

The Commission agreed and directed staff to bring back proposal by Colin Baenziger & Associates at the May 22, 2017 Commission Meeting.

ORDINANCE FIRST READING

ORDINANCE SECOND READING

 **6:45 PM ADJOURNMENT**

Cheryl White, City Clerk

Tom Campenni, Mayor

Minutes to be approved at the Special Commission Meeting this 8th day of May, 2017.

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 6/12/2017

Prepared by: Sam Amerson, PE - Public Works Director

Title of Item:

NW North River Drive Traffic Calming Measures. (RC)

Summary Explanation/Background Information on Agenda Request:

At the regular City Commission meeting of March 13, 2017 the commission determined that traffic control devices or traffic calming measures may be warranted and directed staff to initiate the public notification process.

On April 26, 2017 a public information meeting was held at City Hall. Notice of the public information meeting was hand delivered to area residents, along with a concept plan showing where speed tables might be installed along NW North River Drive. A copy of the notes from the meeting and the sign-in sheet are attached.

The meeting concluded with a consensus on initial improvements of:

- Install one speed table at 642/644 NW North River Drive
- Remove two stop signs on NW North River Dr at NW Australian St
- Install two new stop signs on NW North River Dr at NW Oleander St

Following installation of the improvements, it is suggested that Stuart Police Department monitor traffic in the area and report findings of traffic behavior. Additionally, public works department will provide for traffic counts and compare to pre-improvement traffic counts for analysis. Attached is a plan depicting the recommended traffic calming measures and a cost estimate in the amount of \$30,000. After review of the survey data, it may be possible to eliminate the cost of engineering and perform those services internally.

Another issue was raised concerning pedestrian safety. Staff will investigate the feasibility and costs associated with installing sidewalk(s) along NW North River Dr from NW Poinsettia Street south to NW Dixie Highway and report findings and recommendations to the city manager.

Funding Source:

Funds are available in the Transportation Capital budget

Recommended Action:

Approve a motion authorizing staff to proceed with the recommended traffic calming improvements in an amount not to exceed \$30,000.

ATTACHMENTS:

Description	Upload Date	Type
☐ Public Information Meeting Notes	6/2/2017	Cover Memo

▢	Public Information Meeting Sign-in Sheet	6/2/2017	Cover Memo
▢	Traffic Calming Improvements Plan	6/2/2017	Cover Memo
▢	Traffic Calming Improvements Cost Estimate	6/2/2017	Cover Memo



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Telephone (772) 221-4700
Fax (772) 288-5381

Public Works Department
Sam Amerson, P.E.
Public Works Director

samerson@ci.stuart.fl.us

NOTICE OF PUBLIC INFORMATION MEETING

NOTES

April 26, 2017

6pm to 7pm

City Commission Chambers

14 attended – sign in sheet attached.

Topics discussed with concerns:

- Stop sign at Australian to be removed, move to Oleander
- Stop sign at Poinsettia, slow down speeders
- Add sidewalk (Poinsettia - Fern to Dixie), Concerned about walkers Curve on NRD, need to slow down traffic– dangerous
- City assign fulltime Police presence, community likes
- Discussed Speed tables vs Humps (pros and cons of both)
- Add Stop sign Poinsettia & NRD
- Move Stop sign at Australian to Oleander
- Trees blocking road at Terrace Rd & Treasure Road (Dangerous)

Budget Police Officer (Tom Campenni)

Add Sidewalk (Australian to Oleander & Poinsettia - Fern to Dixie)

Speed Table at Curve on NRD

Speed Table on Fork Road, before entering NRD & before and after NRD on Fork Road, by Bus stop.

All the above are suggestions to be considered for future alternatives. Cost Estimate, discuss at future meeting.

City of Stuart



NW North River Drive - Petition of Speed Tables

NAME	ADDRESS	PHONE NUMBER	EMAIL ADDRESS
Karen Clark	635 NW Australian St	954-294-7355	karenyclark@outlook.com
Julietta Henry	901 NW Terrace Rd. Stuart #134/99	772 678-9265	
MARY ANNE SEYMOUR	414 NW NORTH RIVER DR	772-284-0508	Schdover@peoplepc.com
SANDY MAXEN	1037 NW TERRACE RD	272-692-0550	SANDBELLE@ATT.NET
ROBERT SCHULTZ	414 NW North River DR	772-788-1468	rob@maritimewoodproducts.com
Mike Fowler	904 New Providence Rd	260 6204	
PAULA RUBINO	1030 NW TERRACE RD	772.521.5293	paularubino@hotmail.com
Jussi Payhonen	— w —	— w —	jussi.payhonen@hotmail.com
Barb Herbach	1017 Terrace Rd.	772-240-4895	AQ29542@Allstate.com
Cheryl Henderson	900 NW Treasure Rd	772 232 9580	maiseicf@yahoo.com
MATTHIAS EDER CECELIA EDER	1005 TERRACE ROAD	772 692 0789	EDERMAT@COMCAST.NET
PAT ROURKE	700 NW NORTH RIVER DR	772-692-3273	prourke10@gmail.com



N

NW NEW PROVIDENCE RD

NW NORTH RIVER DR

NW TERRACE RD

PROPOSED SPEED TABLE

REMOVE EXISTING STOP SIGN AND STOP BAR

REMOVE EXISTING STOP SIGN AND STOP BAR

NW AUSTRALIAN ST

ADD STOP SIGN AND STOP BAR

NW OLEANDER ST

ADD STOP SIGN AND STOP BAR

**NW NORTH RIVER DRIVE TRAFFIC CALMING IMPROVEMENTS
ENGINEER'S OPINION OF PROBABLE PROJECT COST**

Item No.	Description	Unit	Approx. Quantity	Unit Price	Total Price
1	Survey	LS	1	\$5,000.00	\$5,000.00
2	Engineering Design	LS	1	\$5,000.00	\$5,000.00
3	Construction	LS	1	\$20,000.00	\$20,000.00

TOTAL =	\$30,000.00
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**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION**

Meeting Date: 6/12/2017

Prepared by: Pinal Gandhi-Savdas

Title of Item:

RESOLUTION No. 55-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, GRANTING A CONDITIONAL USE PERMIT FOR ADDITIONAL REQUIRED PARKING TO MARTIN MEMORIAL MEDICAL CENTER, INC. ON A PROPERTY WITHIN THE RESIDENTIAL (R-3) ZONING DISTRICT AND LOCATED AT 707 SE OSCEOLA STREET AND 711 SE OSCEOLA STREET, STUART; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES. (RC)

Summary Explanation/Background Information on Agenda Request:

The applicant is requesting additional required parking spaces for the hospital use on the adjacent property located at 707 and 711 SE Osceola Street, which are both owned by Martin Memorial Medical Center, Inc. The proposed parking lot improvement is necessary due to scheduled repairs to the Martin Memorial Hospital parking garage. It is expected that approximately 125 parking spaces per floor will be displaced when the parking garage goes under construction. Repairs will be on the top floor and proceed with one floor re-opening post repairs as the next floor goes under construction. The applicant is proposing parking addition to be constructed in two phases (Phase I and Phase II). In order to maximize additional required parking spaces within the proposed site, the applicant is requesting a conditional use to vary from certain code requirements in Section 6.01.11 and 6.04.07 related to the location of additional required parking spaces on non-contiguous property to serve the hospital use and parking area landscaping requirements.

Phase I will consist of parking lot improvements on property located at 707 SE Osceola Street to accommodate the immediate need for parking spaces that will be lost during parking garage repairs. The temporary lot surface is composed of compacted asphalt milling and provides 37 parking spaces. With the loss of 125 parking spaces per floor requires maximizing the spaces within this proposed site to compensate to the maximum extent possible. The temporary lot will remain in use until parking garage repairs are completed in 2018, after which it will be converted to permanent parking lot design as shown in Phase II. The proposed landscape plan for Phase I shows landscape planting for the northern property line with emphasis on landscape material which provides screening above the height of the existing 6' CBS wall. The landscaping buffer provided in Phase I will have the benefit of time to mature in advance of any permanent use of the site.

Phase II will consist of parking lot improvements on property located at 707 and 711 SE Osceola Street. The existing office building on property located at 711 SE Osceola Street will remain. The proposed permanent parking lot will be constructed in asphalt pavement and will provide 64 parking spaces with both lots combined. Additional landscaping will be provided within the parking area and along the perimeter of the property, providing visual screening of the parking lot.

The Master Facilities Plan and the future planning of the Martin Medical Center campus will provide more structured plans for the lots, where the parking improvement is now proposed. The applicant has met with City staff to discuss the plans and process for adopting the Master Facilities Plan. In April, the applicant held a meeting with the neighborhood to discuss the Master Facilities Plan and the future planning of the Martin Medical Center campus. The proposed parking lot improvement on subject lots was also discussed with the residents. The City staff has received no objection from the neighborhood.

Attachments:
- Staff Report

- Resolution No. 55-2017
- Public Works Comments
- Application Material

Funding Source:

N/A

Recommended Action:

Approve Resolution No. 55-2017.

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Resolution No. 55-2017	6/1/2017	Resolution add to Y drive
<input type="checkbox"/> Staff Report	5/31/2017	Staff Report
<input type="checkbox"/> Public Work Comments	5/31/2017	Backup Material
<input type="checkbox"/> Application Material	5/31/2017	Backup Material



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

RESOLUTION NUMBER 55-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, GRANTING A CONDITIONAL USE PERMIT FOR ADDITIONAL REQUIRED PARKING TO MARTIN MEMORIAL MEDICAL CENTER, INC. ON A PROPERTY WITHIN THE RESIDENTIAL (R-3) ZONING DISTRICT AND LOCATED AT 707 SE OSCEOLA STREET AND 711 SE OSCEOLA STREET, STUART; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, pursuant to Section 6.01.11 (Location of required parking spaces) and Section 6.04.07 (Landscaping requirement for parking area) of the Land Development Regulations of City of Stuart, Martin Memorial Medical Center, Inc. (The “Applicant”) filed an application on May 5, 2017 for a Conditional Use Permit to allow site improvement to provide additional required parking in on two properties located on the north side of SE Osceola Street, at 707 SE Osceola Street and 711 SE Osceola Street; and

WHEREAS, the owner has requested that the proposed parking addition is to be constructed in two phases (Phase I and Phase II); and

WHEREAS, the City Commission held a properly noticed hearing on June 12, 2017, to consider the application of the Petitioner to approve the conditional use; and

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

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

SECTION 1: Subject to the conditions attached hereto, the City Commission hereby grants a Conditional Use Approval to Martin Memorial Medical Center, Inc., as the owner of the property located at 707 SE Osceola Street and 711 SE Osceola Street. This conditional use is not assignable or transferable.

SECTION 2: The purpose of the Conditional Use approval is to allow additional required parking on non-contiguous property located within 500 feet to serve the principal use and allow variance from certain code requirements for the parking area landscaping to maximize parking spaces.

SECTION 3: A legal description of the property is set forth in “**Exhibit A**” attached hereto and made a part hereof by reference. A map depicting the property is attached hereto as “**Exhibit B**” and made a part hereof by reference; and conditions of development for the property are attached hereto as “**Exhibit C**” and made a part hereof by reference.

SECTION 4: The following documents on file as public records of the City, at the office of the City Clerk in City Hall, and attached hereto as “**Exhibit D**”, hereinafter the “Development Documents”, shall be deemed a part of the development conditions applicable to the Property:

- 1. Phase I and Phase II Parking Addition for Martin Memorial Hospital Site Plan prepared by Evergreen Engineering, Inc., Last Revised 05/21/17.**
- 2. Phase I and Phase II Landscape Plan prepared by Lucido & Associates, last Revised 05/16/17.**
- 3. List of variances to Sections 6.01.11 and 6.04.07 for Conditional Use Application, prepared by Evergreen Engineering, Inc., dated May 30, 2017.**

SECTION 5: This resolution shall be effective upon its adoption by the City Commission, and proper execution by the Owner.

SECTION 6: The complete execution and recording of this resolution by the City Clerk shall occur no later than 45 days from the date of this approval, failing which this resolution shall be void.

SECTION 7: 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:

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

YES	NO	ABSENT

ADOPTED this ____ day of _____, 2017.

Resolution #55-2017
Martin Memorial Medical Center, Inc.
Conditional Use Approval

ATTEST:

CHERYL WHITE
CITY CLERK

TROY A. MCDONALD,
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

STATE OF _____:
COUNTY OF _____

ACCEPTANCE AND AGREEMENT

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

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

WITNESSES:

Martin Memorial Medical Center, Inc.

Print Name: _____

By: _____
Charlie Papa, AVP Facilities Management
and Support Services

Print Name: _____

OWNERS ACKNOWLEDGMENT

The above Acceptance and Agreement of Resolution No. 55-2017 was acknowledged before me this ____ day of _____, 2017, by Charlie Papa, AVP Facilities Management and Support Services, of Martin Memorial Medical Center, Inc.

Notary Public, State of Florida
My Commission Expires:
Notary Seal

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

Resolution #55-2017
Martin Memorial Medical Center, Inc.
Conditional Use Approval

Exhibit A
Legal Description

707 SE Osceola Street

Lots 8, 9 and the West twenty (20) feet of Lot 10, Block 6, HILDABRAD PARK, according to the Plat thereof recorded in Plat Book 2, Page 64, public records of Martin County, Florida.

711 SE Osceola Street

The East 40 feet of Lot 10 and all of Lot 11, Block 6, HILDABRAD PARK, according to the Plat thereof, as recorded in Plat Book 2, Page 64, of the public records of Martin County, Florida.

Exhibit B
Location Map



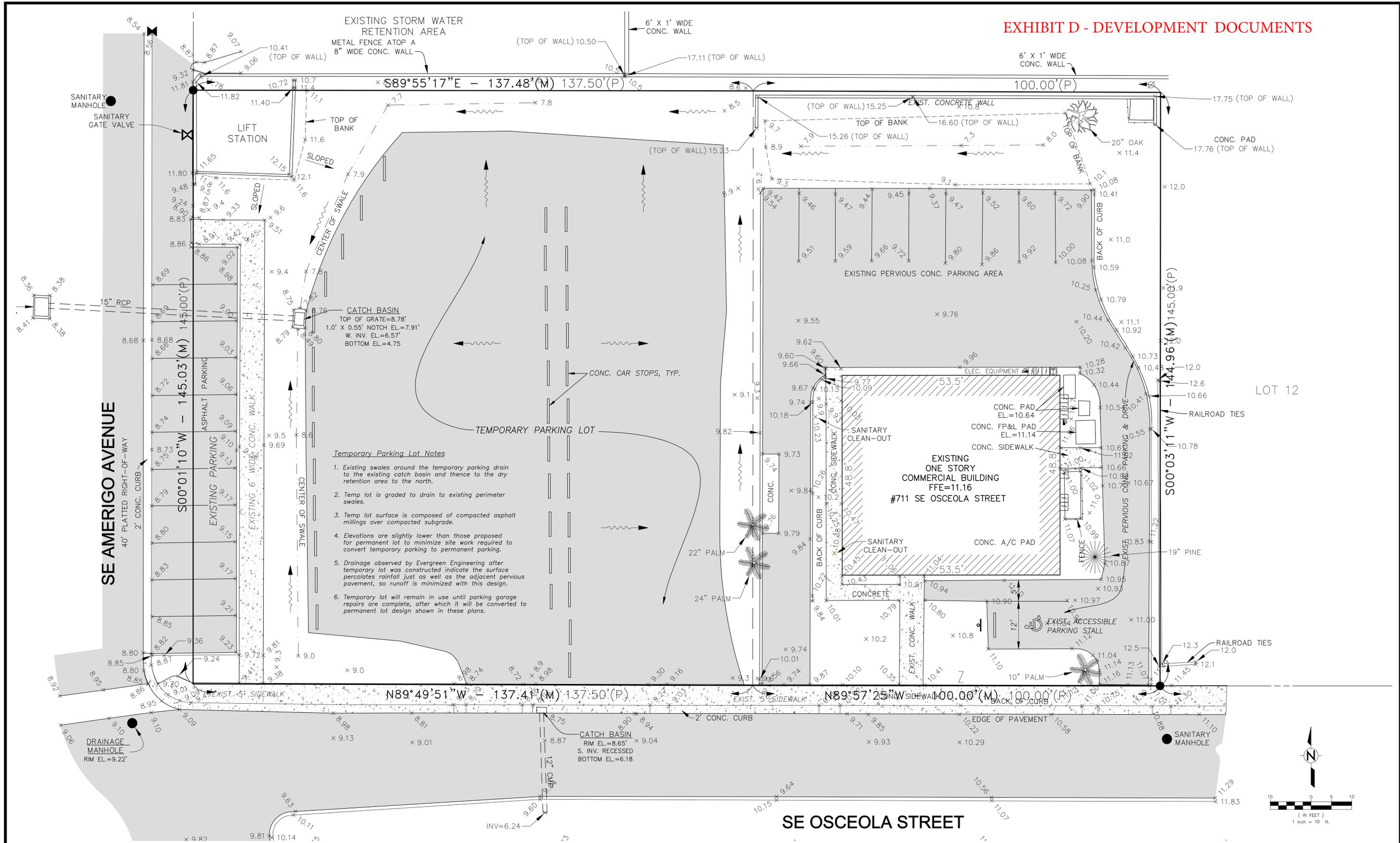
Exhibit C
Conditions of Approval

1. Timetable of development shall be as follows:

Phase I – The site permit shall be obtained within 30 days of the Conditional Use approval.

Phase II – The site permit shall be obtained no later than December 2018 and complete construction with inspection passed no later than December 2019.

2. Lighting shall comply with Section 6.07.00 of the Land Development Code and reviewed by Police for CPTED/Crime Prevention recommendations. Lighting shall include shields to direct the light away from the residential development to the north of the property.
3. The Engineer of Record must provide signed and sealed as-built survey/drawings.
4. The Engineer of Record must demonstrate the off-site detention area will accommodate the additional storm water discharge/flow.



PROPOSED PARKING ADDITION FOR
MARTIN MEMORIAL HOSPITAL

9011 SW OLD KANSAS AVE.

STUART, FLORIDA 34997



EVERGREEN ENGINEERING, INC.
300 NORTH COLORADO AVENUE, STUART, FL 34994
PHONE (772) 223-1005 FAX (772) 781-0519

SEAL

J. KEVIN HENDERSON, P.E.
FL. REG. NO. 34260

DATE
CORPORATE ENGINEERING
LICENSE NUMBER 8154

NO.	DATE	REVISION	BY
1	03/25/17	MISC.	
2	05/21/17	ADD TEMPORARY PARKING LOT	

PHASE I: EXISTING CONDITIONS /
TEMPORARY PARKING PLAN

SCALE
1"=20'

DATE
01.29.17

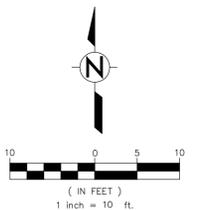
DRAWN BY
DLB

DESIGN BY
JKH

JOB NUMBER

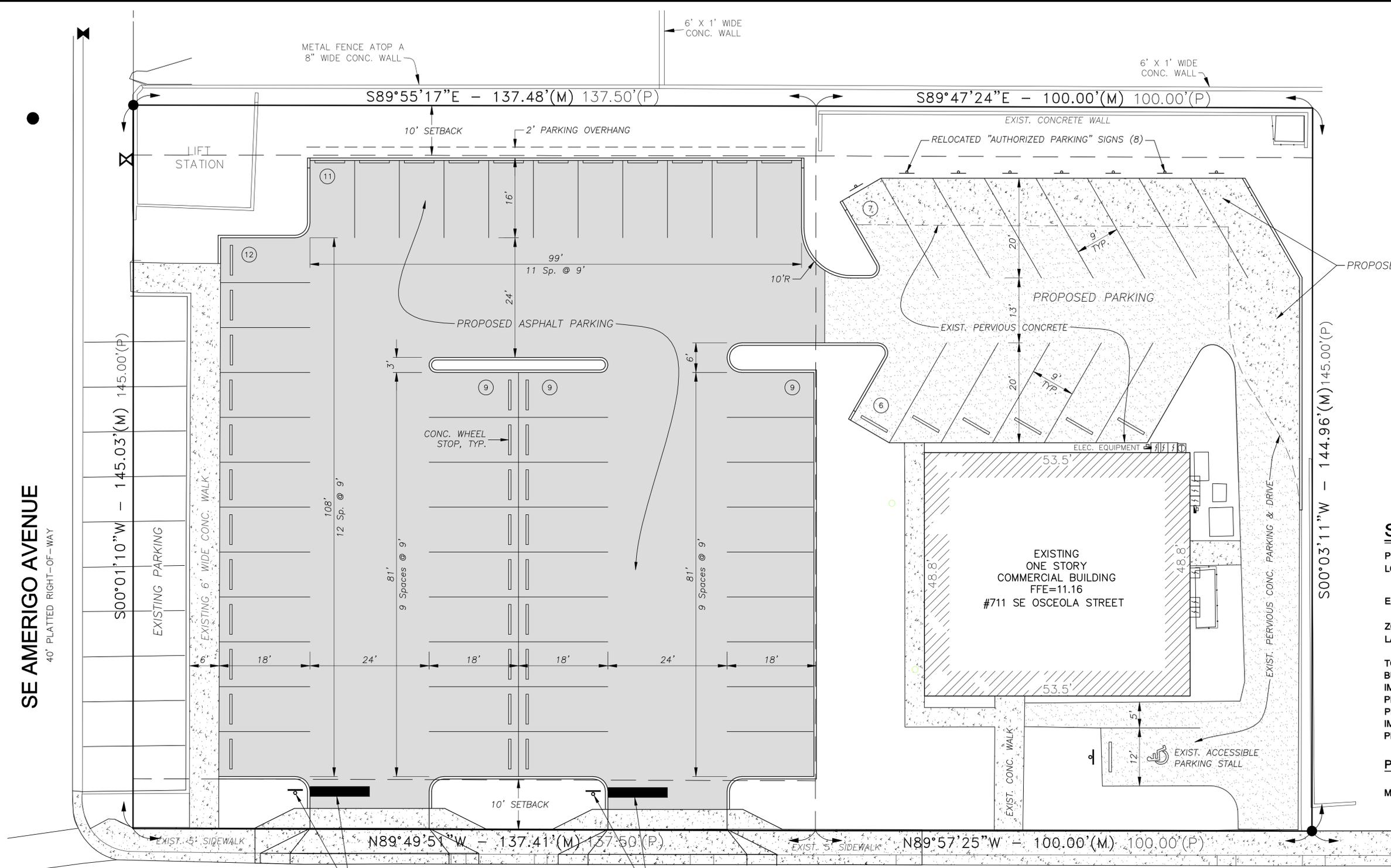
SHEET NO.

1 OF 5



SE AMERIGO AVENUE

40' PLATTED RIGHT-OF-WAY



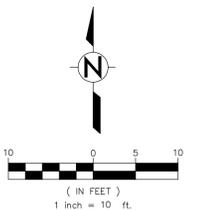
LOT 12

SITE DATA

PROJECT NAME:	MARTIN HEALTH SYSTEMS	
LOCATION:	711 SE OSCEOLA STREET STUART, FLORIDA	
EXISTING USE:	WEST PARCEL - VACANT EAST PARCEL - MEDICAL OFFICE	
ZONING:	R-3 MULTIFAMILY / OFFICE	
LAND USE:	OFFICE / RESIDENTIAL	
TOTAL AREA:	34,459 s.f.	100.0%
BUILDING COVERAGE:	2,611 s.f.	7.6%
IMPERVIOUS PAVEMENT/CURB:	17,293 s.f.	50.2%
PERVIOUS PAVT. (4,642 sf @ 50%):	2,321 s.f.	6.7%
PEDESTRIAN WALKS / SLABS:	1,743 s.f.	5.1%
IMPERVIOUS AREA:	23,968 s.f.	69.6%
PERVIOUS AREA:	10,491 s.f.	30.4%

PARKING CALCULATION

	REQUIRED	PROVIDED
MEDICAL OFFICE (1 Space / 200 s.f.)	13 Spaces	64 Spaces



SE OSCEOLA STREET

*PROPOSED PARKING ADDITION FOR
MARTIN MEMORIAL HOSPITAL*

9011 SW OLD KANSAS AVE.

STUART, FLORIDA 34997



EVERGREEN ENGINEERING, INC.
300 NORTH COLORADO AVENUE, STUART, FL 34994
PHONE (772) 223-1005 FAX (772) 781-0519

SEAL

J. KEVIN HENDERSON, P.E.
FL. REG. NO. 34260

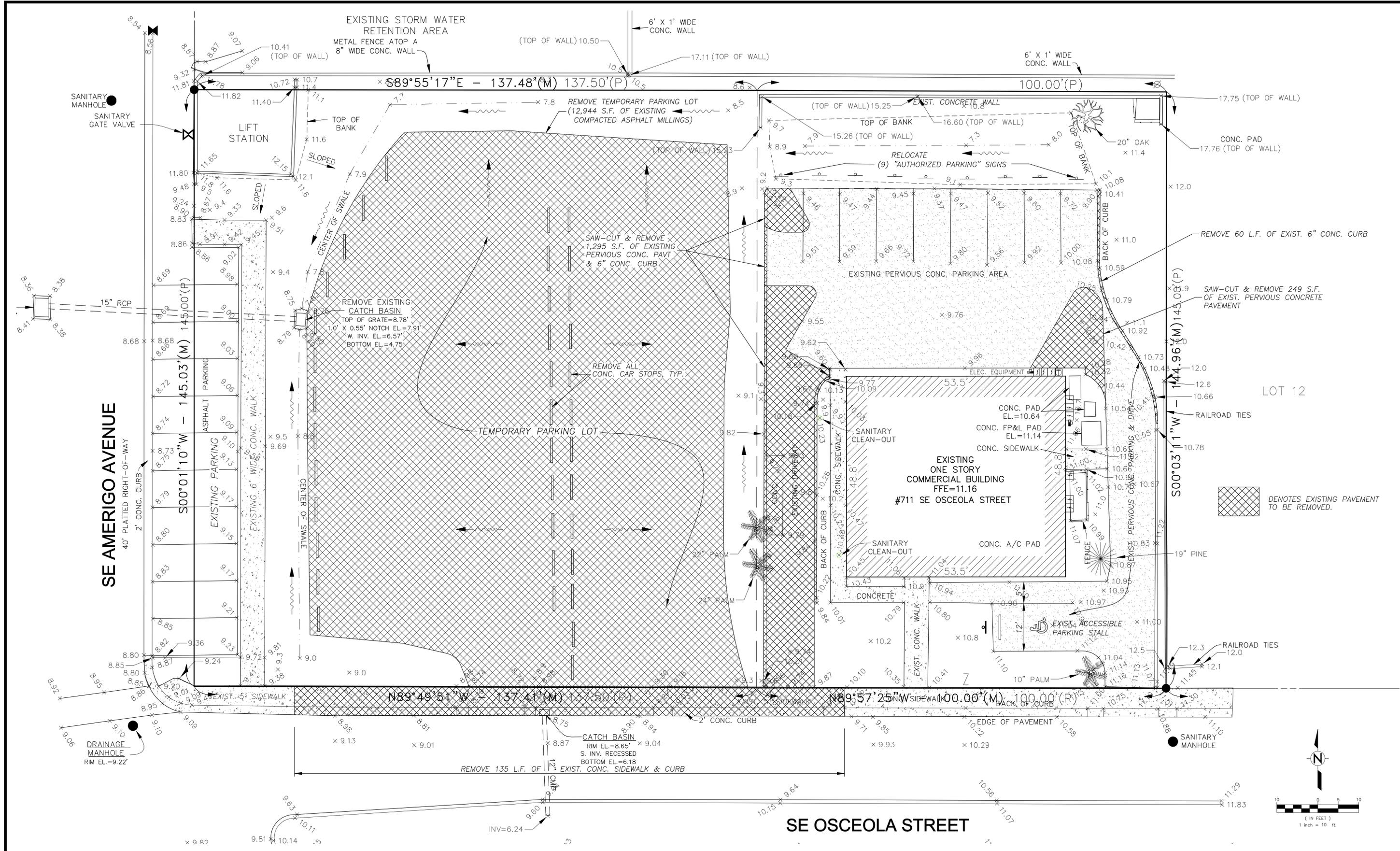
DATE
CORPORATE ENGINEERING
LICENSE NUMBER 8154

NO.	DATE	REVISION	BY
1	02/26/17	CITY COMMENTS	
2	03/25/17	MISC.	

PHASE II: PERMANENT PARKING PLAN

SCALE 1"=20'	DATE 01.29.17	SHEET NO.
DRAWN BY DLB	DESIGN BY JKH	
JOB NUMBER		

2 OF **5**



*PROPOSED PARKING ADDITION FOR
MARTIN MEMORIAL HOSPITAL*

9011 SW OLD KANSAS AVE.

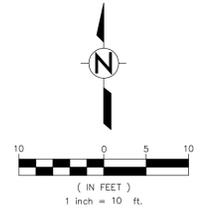
STUART, FLORIDA 34997

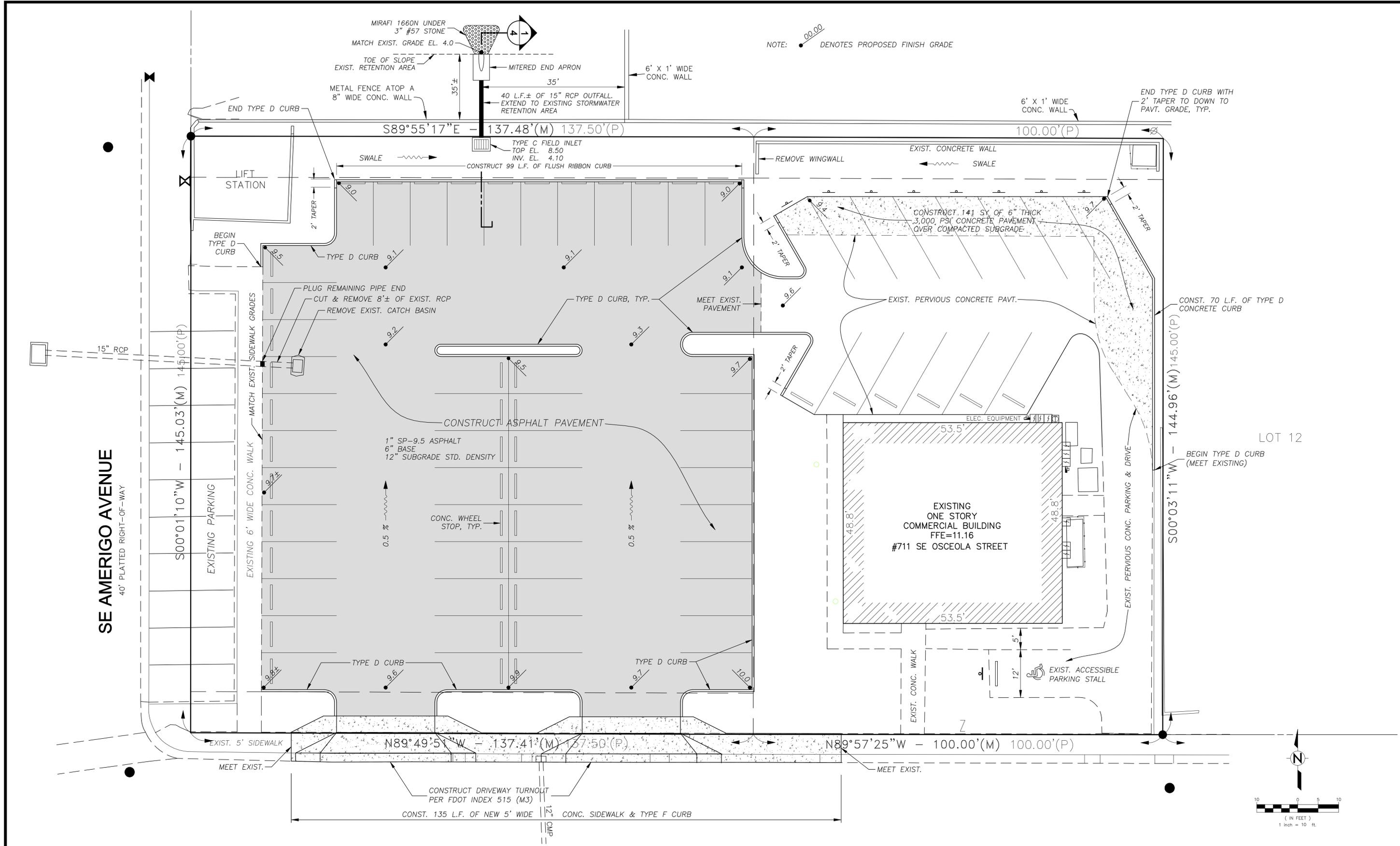


EVERGREEN ENGINEERING, INC.
300 NORTH COLORADO AVENUE, STUART, FL 34994
PHONE (772) 223-1005 FAX (772) 781-0519

SEAL	NO.	DATE	REVISION	BY
	1	03/25/17	MISC.	
	2	05/21/17	ADD TEMPORARY PARKING LOT	
J. KEVIN HENDERSON, P.E. FL. REG. NO. 34260				
DATE CORPORATE ENGINEERING LICENSE NUMBER 8154				

DEMOLITION PLAN		
SCALE 1"=20'	DATE 01.29.17	SHEET NO.
DRAWN BY DLB	DESIGN BY JKH	3 OF 5
JOB NUMBER		





PROPOSED PAVING ADDITION FOR
MARTIN MEMORIAL HOSPITAL

9011 SW OLD KANSAS AVE.

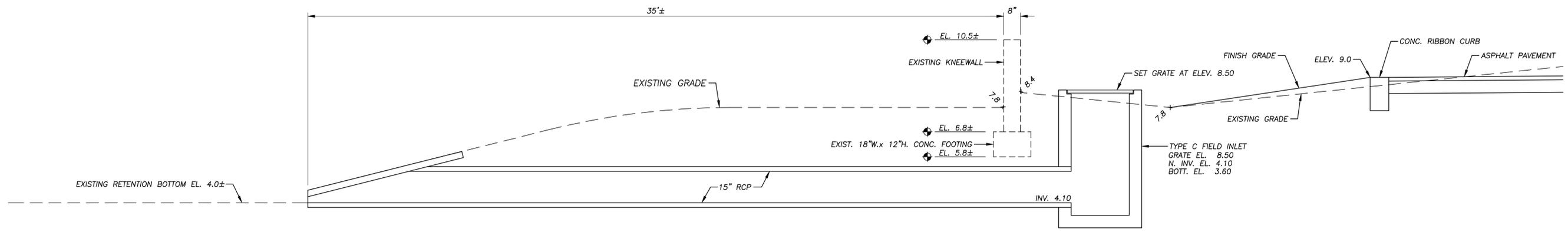
STUART, FLORIDA 34997



EVERGREEN ENGINEERING, INC.
300 NORTH COLORADO AVENUE, STUART, FL 34994
PHONE (772) 223-1005 FAX (772) 781-0519

NO.	DATE	REVISION	BY
1	02/26/17	CITY COMMENTS	
2	03/25/17	MISC.	





SECTION **A**
4 NTS

SECTION 1

3,000 PSI CONCRETE OVER CLEAN SUBGRADE COMPACTED TO 98% MAX. DENSITY.

INSTALL 1/2" EXPANSION JOINTS WHERE PAVT. ABUTS EXIST. STRUCTURES OR AT COLD JOINTS.

SAW-CUT CONTROL JOINTS 3/16" x 2" DEEP, 18' O/C MAX. OR AS SHOWN ON DWG'S. CUT JOINTS WHILE CONCRETE IS "GREEN".

PAVING SPECIFICATIONS:

WEARING SURFACE: 1" MIN. THICK SP-9.5 ASPHALTIC CONC.

BASE: 6" BASE COMPACTED TO 98% MAX. DENSITY PER AASHTO-T180

SUB-BASE: 12" SUBGRADE COMPACTED TO 98% MAX. DENSITY PER AASHTO-180. STABILIZE TO F.B.V. 50 PSI

Site Clearing and Erosion Control Plan Notes

The goal is to prevent air and water-borne pollution from leaving the site. No land clearing may commence until silt fencing is erected as follows:

- Standard silt fence shall be erected at boundaries of site excepting existing access ramps required for construction access and office access to existing uses.
- The existing catch basin within the site shall be covered with filter fabric, Mirafi 160N or approved equal.

Demolition and grading shall then be initiated and completed promptly within the confines of these erosion control measures. If conditions are dry and windy, watering to control dust is required.

Silt fencing must be maintained at all times, and any failure that results in sediment migration corrected and sediment removed from the premises.

- The existing catch basin shall be relocated and oriented to drain through the existing knee wall and into the retention area to the north. This relocation should be done when site grading is complete enough to drain the site north to the swale called for in the plans.
- Filter fabric shall be maintained under the grate of the relocated catch basin to control sediment discharge north.
- The existing RCP extending into the site shall be removed to the east edge of existing sidewalk and the remaining pipe sealed with a concrete plug and wrapped with filter fabric prior to backfill.
- Authorization to install erosion control devices will be granted at the pre-construction meeting. This authorization shall be posted on the site, in the permit box.
- No additional land clearing shall commence until a satisfactory inspection of the required silt fence and fabric over control structure has been obtained.
- Soil stabilization and subgrade compaction shall be completed within 5 days of sod removal.
- Following certification of occupancy for the development, all barricades and erosion control devices shall be removed and disposed of by the contractor.

CONCRETE PAVEMENT 2

TYPE D CONCRETE CURB 3

CONCRETE RIBBON CURB 4

ASPHALT PAVEMENT 5

DIMENSIONS & QUANTITIES			
D	C	M	CONC. (CU.YDS.)
12"	6.36'	4.63'	0.40
15"	6.36'	4.63'	0.40
18"	7.48'	4.92'	0.47
24"	9.71'	5.50'	0.60
30"	11.95'	6.08'	0.76
36"	14.18'	6.67'	0.89

MITERED END APRON DETAIL 6

PROPOSED PARKING ADDITION FOR
MARTIN MEMORIAL HOSPITAL

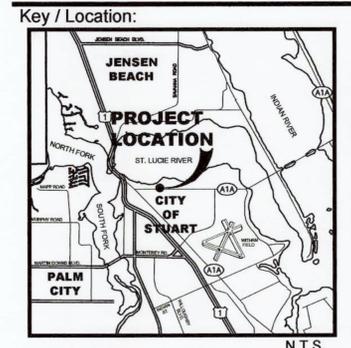
9011 SW OLD KANSAS AVE. STUART, FLORIDA 34997

EVERGREEN ENGINEERING, INC.
300 NORTH COLORADO AVENUE, STUART, FL 34994
PHONE (772) 223-1005 FAX (772) 781-0519

SEAL	NO.	DATE	REVISION	BY
J. KEVIN HENDERSON, P.E. FL. REG. NO. 34260				
DATE CORPORATE ENGINEERING LICENSE NUMBER 8154				

DETAILS & SPECIFICATIONS

SCALE NTS	DATE 01.29.17	SHEET NO.
DRAWN BY DLB	DESIGN BY JKH	5 OF 5
JOB NUMBER		



Project Team:

Client & Property Owner: Martin Memorial Medical Center
 P.O. Box 9010
 Stuart, Florida 34995

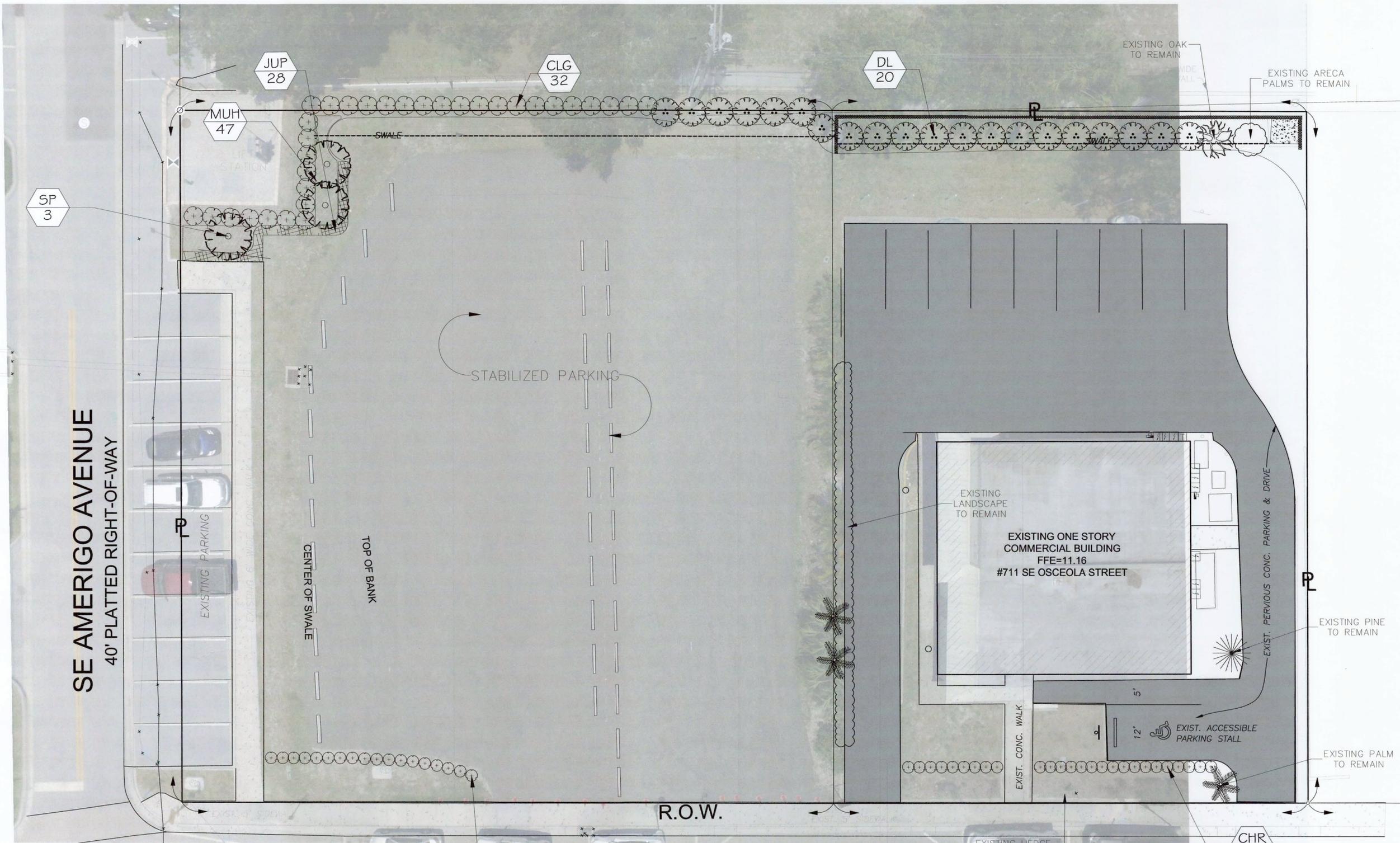
Land Planner / Landscape Architect: Lucido & Associates
 701 East Ocean Boulevard
 Stuart, Florida 34994

Engineer: Kevin Henderson, Evergreen Engineering
 300 North Colorado Avenue
 Stuart, Florida 34994

**Martin Health System
 Harrell Property**

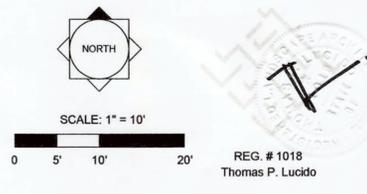
City of Stuart, FL
**Phase 1
 Landscape Plan**

Date	By	Description
04.13.17	DC	Landscape Plan
05.16.17	DC	Per Current Site Conditions



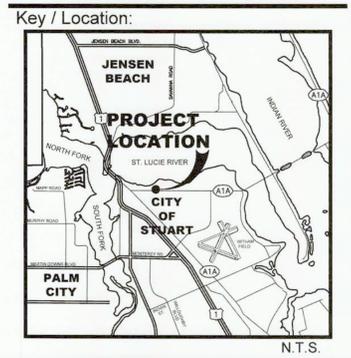
PLANT SCHEDULE LANDSCAPE

PALM TREES	CODE	BOTANICAL NAME / COMMON NAME	CONT	QTY	
	DL	Dypsis lutescens / Areca Palm Full to Base	FG, 12" OA, 5P	20	
	SP	Sabal palmetto / Sabal Palm	FG, 8"-18" CT HT, HV CAL, 5P	3	
SHRUBS	CODE	BOTANICAL NAME / COMMON NAME	SIZE	QTY	
	CHR	Chrysobalanus icaco 'Redtip' / Red Tip Cocoplum	3G, 24" HT x 18" SPR, F, 30" OC	44	
	CLG	Clusia guttifera / Small-Leaf Clusia	7G, 4" HT x 3" SPR, B, F	32	
GRASSES	CODE	BOTANICAL NAME / COMMON NAME	CONT	SPACING	QTY
	MUH	Muhlenbergia capillans / Pink Muhly	1G, 18" HT x 12" SPR, F	24" o.c.	47
GROUND COVERS	CODE	BOTANICAL NAME / COMMON NAME	CONT	SPACING	QTY
	JUP	Juniperus chinensis 'Parsonii' / Parson's Juniper	1G, 10" HT x 18" SPR, F	24" o.c.	28



Designer DC Sheet
 Manager PG
 Project Number 16-600
 Municipal Number
 Computer File 16-600 LANDSCAPE PLAN - Phase 1_dwg

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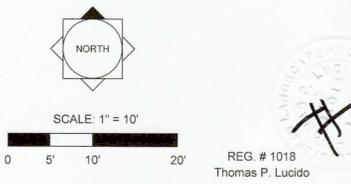
Project Team:
 Client & Property Owner: Martin Memorial Medical Center
 P.O. Box 9010
 Stuart, Florida 34995
 Land Planner / Landscape Architect: Lucido & Associates
 701 East Ocean Boulevard
 Stuart, Florida 34994
 Engineer: Kevin Henderson, Evergreen Engineering, Inc.
 300 North Colorado Avenue
 Stuart, Florida 34994

**Martin Health System
 Harrell Property**

City of Stuart, FL

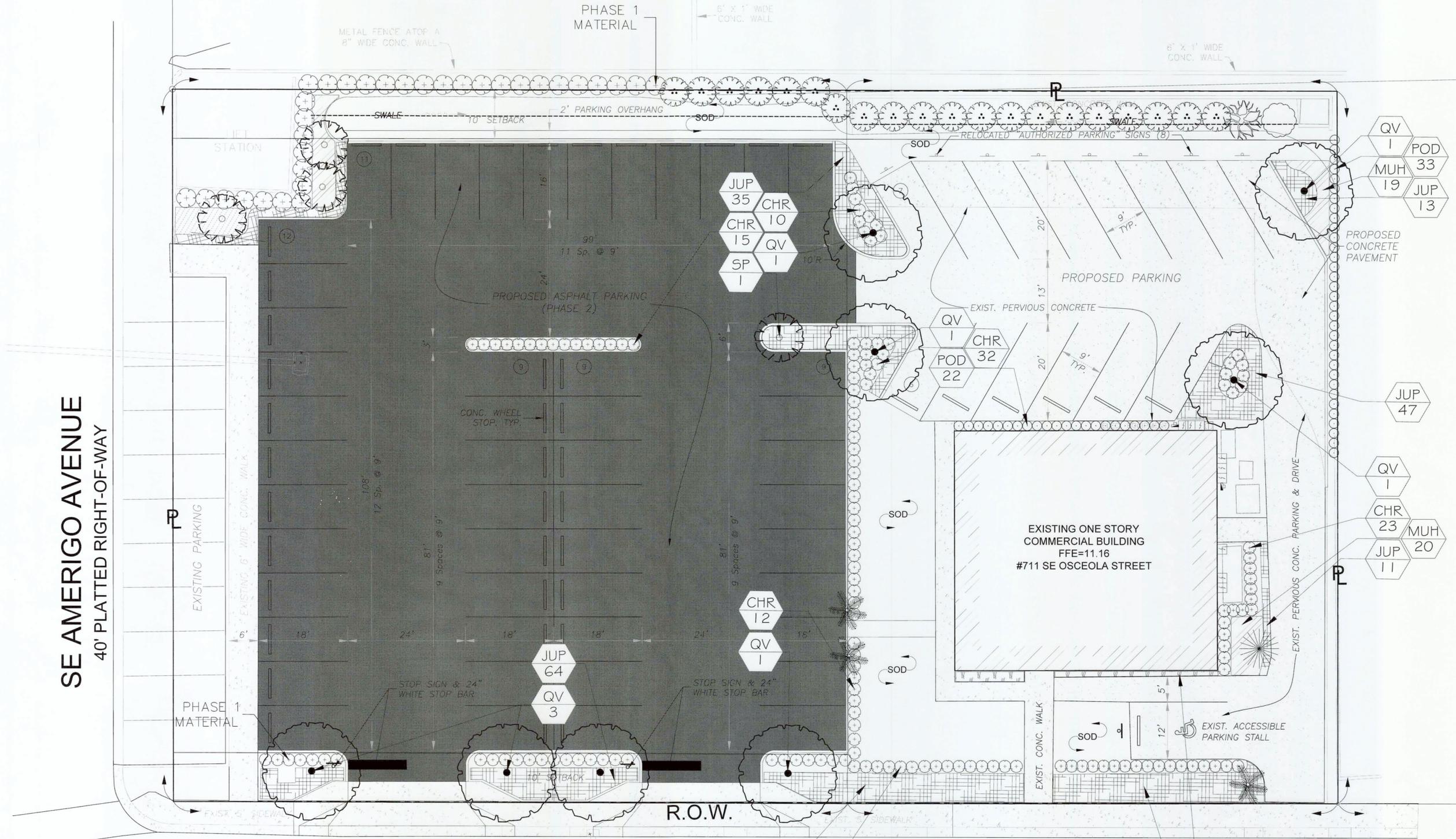
**Phase 2
 Landscape Plan**

Date	By	Description
04.13.17	DC	Landscape Plan



REG # 1018
 Thomas P. Lucido
 Designer: DC
 Manager: PG
 Project Number: 16-600
 Municipal Number:
 Computer File: 16-600 LANDSCAPE PLAN - Phase 2 Transmittal.dwg

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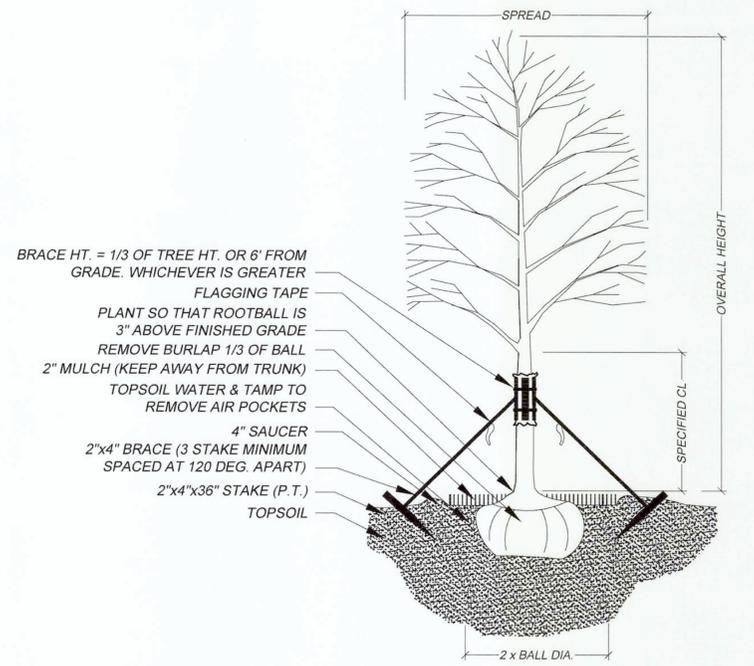
PLANT SCHEDULE LANDSCAPE

TREES	CODE	BOTANICAL NAME / COMMON NAME	CONT	QTY
QV	QV	Quercus virginiana / Southern Live Oak	FG, 12' HT x 6" SPR, 3" C	8
PALM TREES	SP	Sabal palmetto / Sabal Palm	FG, 8'-18" CT HT, HV CAL, SP	1
SHRUBS	CHR	Chrysobalanus icaco "Redtip" / Red Tip Cocoplum	3G, 24" HT x 18" SPR, F, 30" OC	97
	POD	Podocarpus macrophyllus / Podocarpus	CG, 4' HT x 2' SPR, FTB, SP	55
GRASSES	MUH	Muhlenbergia capillaris / Pink Muhly	1G, 18" HT x 12" SPR, F	24' o.c. 39
	JUP	Juniperus chinensis "Parsomii" / Parson's Juniper	1G, 10' HT x 18" SPR, F	24' o.c. 312
	LIR	Liriodendron spicata / Creeping Lily Turf	1G, 18" OA, F	24' o.c. 17
SOD	SOD	St. Augustine Floratam Sod	Certified, Disease, Weed, Insect Free	TBD

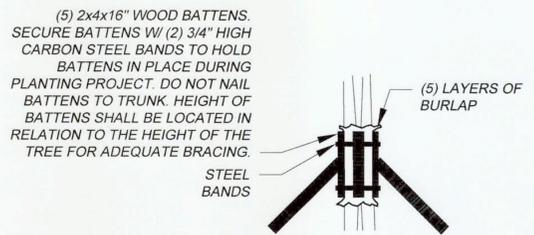
**SE AMERIGO AVENUE
 40' PLATTED RIGHT-OF-WAY**

**SE OSCEOLA STREET
 70' PLATTED RIGHT-OF-WAY**

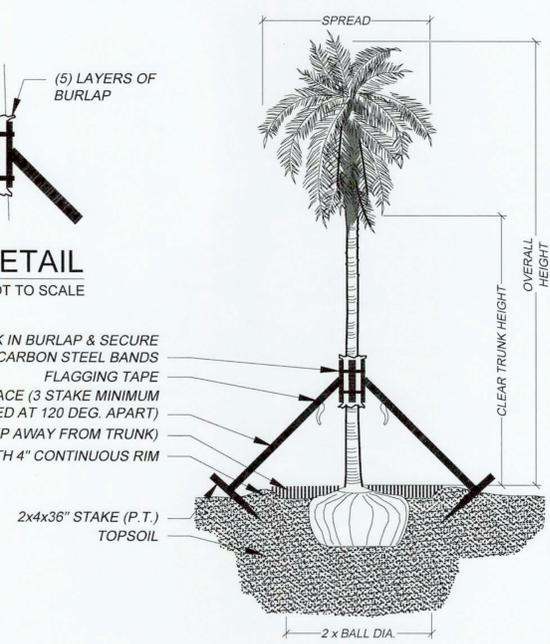
LA-2



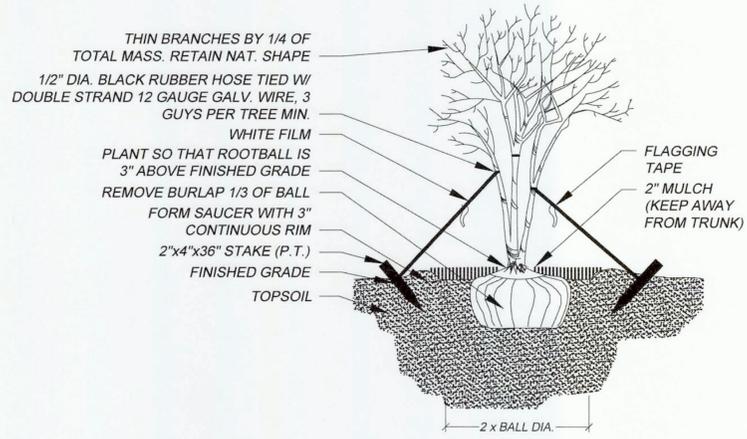
TREE PLANTING & STAKING
 NOT TO SCALE



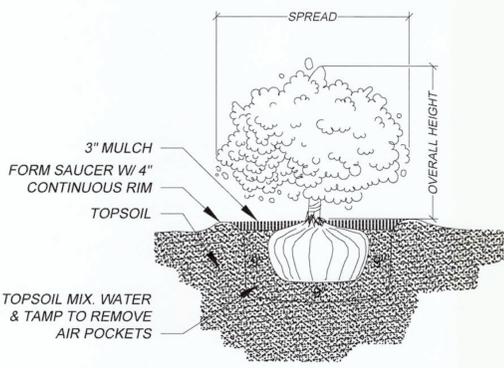
BRACING DETAIL
 NOT TO SCALE



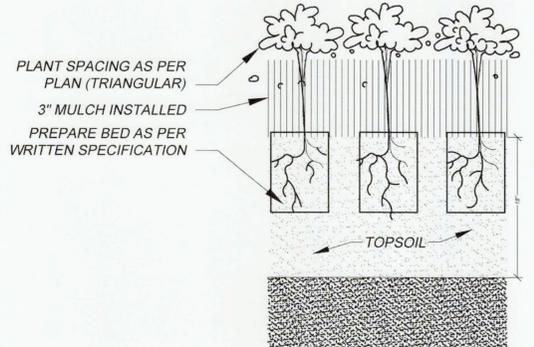
PALM PLANTING - ANGLE STAKE
 NOT TO SCALE



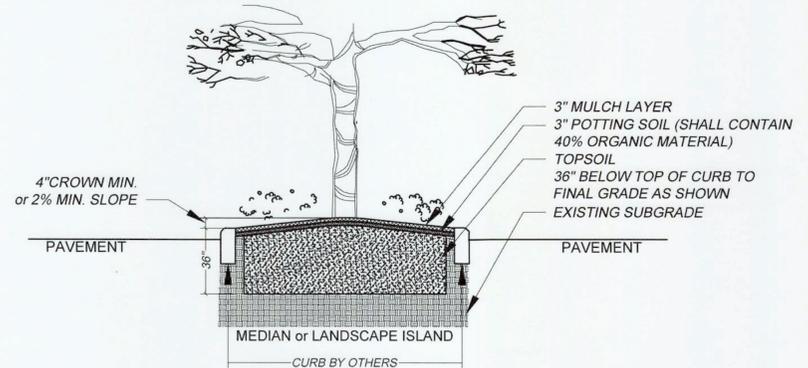
MULTI-TRUNK PLANTING & GUYING
 NOT TO SCALE



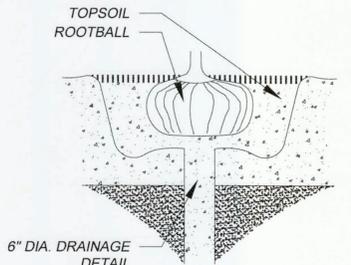
SHRUB PLANTING
 NOT TO SCALE



GROUNDCOVER PLANTING DETAIL
 NOT TO SCALE

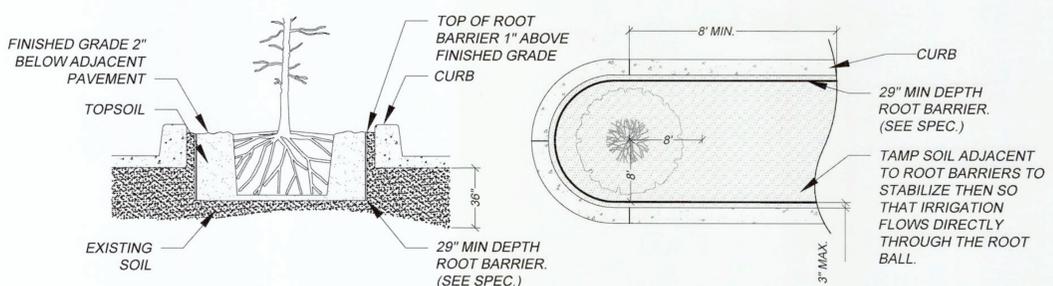


LANDSCAPE AREA PREPARATION DETAIL
 NOT TO SCALE



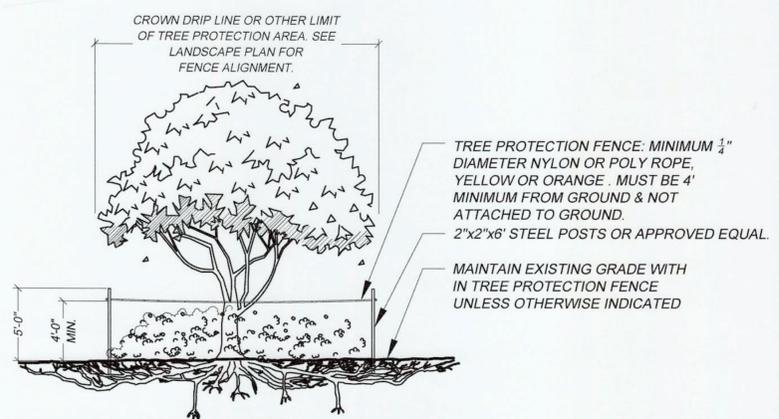
DRAINAGE TESTING DETAIL
 NOT TO SCALE

THIS DETAIL SHOWN DEPICTS A MEDIAN AND/OR LANDSCAPE ISLAND AND IS FOR GRAPHIC PURPOSES ONLY; SOIL PREPARATION SHALL APPLY TO ALL TREE, SHRUB, & GROUND COVER AREAS. THIS DOES NOT INCLUDE SOD AREAS



SPECIAL APPLICATIONS ROOT BARRIER DETAIL
 NOT TO SCALE

NOTES:
 1- ROOT BARRIER SHALL BE INSTALLED WHEN ROOT BALL IS LOCATED WITHIN 8" OF PAVEMENT AND OR CURB.
 2- ROOT BARRIER SHALL BE "BIO-BARRIER 29" DEPTH OR APPROVED EQUAL.
 3- ROOT BARRIER SHALL BE INSTALLED PER MANUFACTURE'S SPECIFICATIONS AND RECOMMENDATIONS.



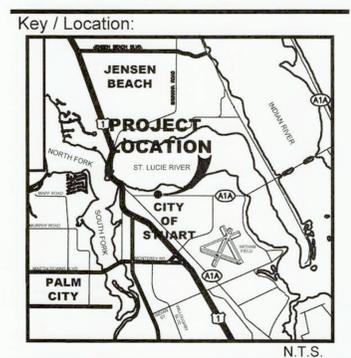
TREE PROTECTION BARRICADE
 NOT TO SCALE

NOTES:
 1- SEE LANDSCAPE PLAN FOR FENCE ALIGNMENT.
 3- NO PRUNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST.
 4- NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS.

PRIOR TO PLANTING, ALL PLANTINGS PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER.

- A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.
- B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED. IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.
- C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)
- D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.
- E. WHEN BACKFILLING PLANTING PITS WITH NATIVE TOPSOIL, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.



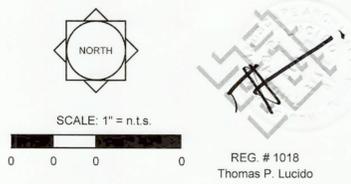
Project Team:
 Client & Property Owner: Martin Memorial Medical Center, P.O. Box 9010, Stuart, Florida 34995
 Land Planner / Landscape Architect: Lucido & Associates, 701 East Ocean Boulevard, Stuart, Florida 34994
 Engineer: Kevin Henderson, Evergreen Engineering, Inc., 300 North Colorado Avenue, Stuart, Florida 34994

Martin Health System Harrell Property

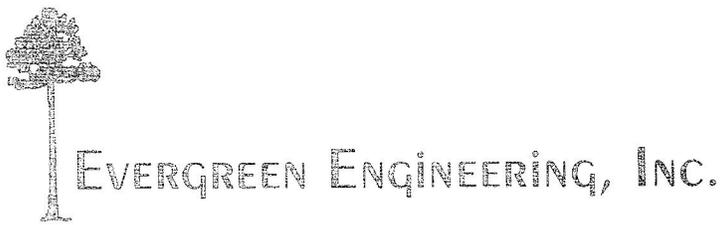
City of Stuart, FL

Details

Date	By	Description
04.13.17	DC	Landscape Plan



Designer: DC
 Manager: PG
 Project Number: 16-600
 Municipal Number: LA-4
 Computer File: 16-600 LANDSCAPE PLAN - Phase 2 Trans



Martin Memorial Hospital North

Additional Conditional Use Application Information

May 30, 2017

City Staff requested the applicant submit additional discussion of two sections of the Land Development Code applicable to the temporary and permanent parking submitted for Conditional Use Approval.

LDR Sec. 6.01.11. Location of required parking spaces.

- A. Parking is not required in the Old Downtown District (see map 3.01.03.F.1.a.i.a of this Code). Elsewhere, all required parking spaces shall be located on the same real property upon which is located the principal use served thereby. The term "same real property" means the principal use site and the parking site are in the same ownership. Alternatively, the owner or lessee of the principal use site may hold an ownership or leasehold interest in the parking site.

The proposed parking is consistent with the intent of this section of code because the ownership of the subject lots and the main hospital campus is the same. With the abandonment of the Amerigo Avenue Right-of-way in lieu of the City acquiring the "buffer lots", the main campus and the subject lots are now contiguous. In addition to being contiguous, the Master Facilities Plan (which will be submitted within the coming week), provides clarity and lists 'parking in support of Medical Campus' as an allowable use. The conditional use permit will no longer be needed upon adoption of the Master Facilities Plan. On Wednesday, April 5, 2017, a neighborhood meeting was held to discuss the Master Facilities Plan and the future planning of the Martin Medical Center campus. The subject lots and their use to accommodate immediate parking needs was thoroughly discussed with the residents and no concerns or comments were identified.

- B. If the site of the principal use and the location of required parking to serve the principal use are not contiguous, the nearest portion of the parking site shall be located within 500 feet of the front entrance to the principal use as measured by a safe and convenient pedestrian route including appropriate signage to delineate the route. As used in this subsection, "contiguous" requires a common boundary and does not include properties separated by a road, alley, or other public right-of-way. City of Stuart Land Development Code Chapter 6 6-10 Required parking spaces located on the site of the principal use shall not be relocated elsewhere except by Major Conditional Approval issued by the city commission as provided in this Code. Required parking spaces which are located on contiguous property or on property within 500 feet of the site of the principal use shall not be relocated to a more distant location from the site of the principal use as measured by a safe and convenient pedestrian route except by a Major Conditional Approval issued by the city commission as provided in this Code. On and after

January 12, 1998, a new use of property, including the expansion or intensification of an existing use, may result in an increase in the number of required parking spaces generated by uses of the property as determined in accordance with this Code. Such additional spaces shall be located either on the site of the principal use or on property contiguous to the site of the principal use, or on property within 500 feet of the front entrance to the principal use site as measured by a safe and convenient pedestrian route. The route shall include appropriate signage to delineate the route site. In the event six or more of the additional required parking spaces will be located on property within 500 feet of but not contiguous to the site of the principal use, the location of the six or more additional spaces shall be approved by Major Conditional Use Approval issued by the city commission as provided in this Code. (Ord. 1537-98, 1-12-98)

Measured by the path of existing sidewalks and cross-walks that lead from the proposed parking to the main entrance of the hospital, it is more than 600 feet from most remote parking space to the front entrance. This is the LDR section that requires a Conditional Use Permit because the distance from parking to main entry exceeds 500 feet.

- C. A "unity of title" document in a form acceptable to the city attorney may be required by the city development director to restrict the use of the parking area or site to parking. A unity of title document shall be filed in the office of the city development director and shall be recorded in the public records of Martin County, Florida.

Parking may not be the ultimate use of the property. Improvements to the parking garage that are now under construction will add parking to the campus. However, visitor parking is a problem during season during the day. It remains to be seen whether over time the Master Plan evolves toward more structured parking and another building where the parking is now proposed. Again, retaining existing zoning will protect the neighbors from higher land use intensity allowed within the main campus.

LDR Sec. 6.04.07. Parking areas for multi-family and all non-residential developments.

- A. Parking area landscaping adjacent to streets. On the site of a multi-family or a nonresidential development which includes a parking area not entirely screened visually by an intervening building from abutting streets, landscaping shall be installed as follows: City of Stuart Land Development Code Chapter 6 6-53
 - 1. A landscaped strip of land not less than ten feet in width shall be located between the parking area and the abutting street.

Parking along Amerigo adjacent to the proposed parking already exists, as does a 6' sidewalk extending into the subject lot. Efficient design around existing conditions prevents compliance with this section along Amerigo. The remainder of boundary conditions comply.

- 2. The landscaping provided within the landscaped strip shall include: a. One tree for every 30 linear feet of required landscape strip planted singly or in clusters, not be more than 50 feet apart, located between the common lot line and the parking area; and b. A hedge, wall, berm or other durable landscape barrier placed along the outside perimeter of the strip

adjacent to right-of-way; and c. Other landscaping, such as shrubs or vines, planted five feet on-center along the street side of a wall; and d. Grass, ground cover, or other landscape treatment.

Comply

3. Shrubs comprising a hedge shall be planted in the landscaped strip at 24 to 30 inches on-center.

Comply

4. Not less than 25 percent of the strip shall be ground cover.

Comply

5. Property located between the strip and parking area shall also be landscaped with grass or other ground cover at a minimum. Refer to Landscaping Exhibit C, Example of Commercial Development.

Comply

B. Adjacent to private property. On the site of a multi-family or a non-residential development which includes a parking area not entirely screened visually by an intervening building from abutting private property, landscaping shall be installed as follows:

1. A landscaped strip of land not less than five feet in width shall be located between the parking area and the abutting private property.

Exceeds requirement. The proposed landscape plan for Phase 1 shows a complete landscape planting plan for the northern property line with emphasis on landscape material which provides screening above the height of the existing block wall. Martin Health System is committed to providing this buffer with Phase 1 to insure it is in place now and will have the benefit of time to mature in advance of any permanent use and new building on site.

2. The landscaping provided within the landscaped strip shall include: a. One tree for every 30 linear feet of required landscape strip planted singly or in clusters, not be more than 50 feet apart, located between the common lot line and the abutting private property; and b. A hedge, wall, berm or other durable landscape barrier placed along the outside perimeter of the strip adjacent to property line; and c. Other landscaping, such as shrubs or vines, planted five feet on-center along the street side of a wall; and d. Grass, ground cover, or other landscape treatment. City of Stuart Land Development Code Chapter 6 6-54

Comply

3. Shrubs comprising a hedge shall be planted in the landscaped strip at 24 to 30 inches on-center.

Comply

4. Not less than 25 percent of the strip shall be ground cover.

Comply

5. Property located between the strip and parking area shall also be landscaped with grass or other ground cover at a minimum.

Comply

B. Parking area interior landscaping.

1. For a major development, not less than 50 percent of the required landscaping shall be interior landscaping exclusive of required buffer. Interior landscaping shall be located around the periphery of structures and interspersed throughout parking areas.

Non-comply. Loss of 125 parking spaces per floor closed due to parking garage repairs requires we maximize the spaces within this proposal to compensate to the maximum extent possible. The problem with this section of code is the existing MMH campus is certainly a major development, with nice landscaping, but we cannot extend this particular requirement into the parking lot interior without losing function.

2. A landscaped area not less than five feet wide, consisting primarily of shrubbery, shall be provided along the sides of the building which abut a parking area. A landscaped area not less than two feet in width shall be provided along the sides and rear of a building where abutting an on-site service or access driveway. The landscaping located along the sides and rear of buildings which abut a parking area or driveways shall include a hedge, one tree for every 30 linear feet, and ground cover. This landscaping may be clustered to allow for creativity and flexibility in design with the approval of the city development director.

Not applicable, as there is no building proposed.

3. Interior landscaping shall include not less than one tree for every 500 square feet or fraction thereof of interior landscaped area. Interior landscaped areas shall be located in such a manner as to divide and break up the expanse of paving. (Ord. No. 1453-96, 6-1-96)

Comply

4. Vehicles may not encroach more than two feet into any interior landscaped area. Two feet of said landscaped area may be part of the required depth of each abutting parking space.

Comply

5. Interior landscaped islands shall be provided between every ten parking spaces. Each interior island shall be not less than six feet in width. Each interior island shall contain not less than one shade tree and a combination of shrubs, ground cover, grass, and mulch. Any hedge materials located within an interior landscaped island shall be maintained at a height of not more than 24 inches.

The proposed permanent parking lot is non-compliant in that we have one row of 11 spaces and one row of 12 spaces. Again, we are trying to maximize this alternative parking lot for function in serving the entire campus.

6. Terminal landscaped islands shall be provided at the end of each parking row. Full terminal landscaped islands shall be not less than ten feet in width and two parking spaces in length. Other terminal landscaped islands shall be not less than ten feet in width and one parking space in length. The length of these islands may be five feet less than the required parking space length. Each terminal island shall contain not less than one shade tree per 18 feet in length and a combination of shrubs, ground cover, grass and mulch.

One terminal island does not comply with width requirement due to parking and aisle configuration constraints.

7. Interior landscaped medians shall be provided between every interior row of parking spaces and not less than six feet in width. Interior medians shall be landscaped with not less than one shade tree every 20 linear feet thereof planted singly or in clusters provided that no trees shall be located more than 50 feet apart and a combination of City of Stuart Land Development Code Chapter 6 6-55 shrubs, ground cover, grass and mulch. Trees shall be planted between parking spaces as shown on Landscaping Exhibit C, Example of Commercial Development. Any hedge materials located within an interior landscaped median shall be maintained at a height of not more than 24 inches.

Non-comply. The design presented is optimized for parking, hence the median between the interior rows of parking will not fit into the site.

8. Not less than 50 percent of trees used in parking area interior landscaping shall be shade trees.

Comply

9. Interior landscaped islands may be used for surface water storage under the following conditions: a) Such islands shall be not less than ten feet in width. b) The slope of the median shall not exceed 4:1, and no median shall be more than 1 1/2 feet below the top of the pavement of the parking area. c) Medians utilized for surface water storage shall be curbed with six-inch curbs with openings spaced to alleviate erosion of the island or median. Openings shall have erosion protection (i.e., concrete flumes with energy dissipators) installed from the top of the pavement of the parking area to the bottom of the swale. d) If the median is designed for transmission of stormwater, the median shall contain raised inlets to provide retention; however, no organic mulch or small-leaf trees shall be permitted within the island or median. e) Tree species planted in the median shall be proven adaptable to standing water. Otherwise, interior and terminal landscaped islands and medians shall not be utilized for surface water storage and shall be filled or crowned.

Not applicable, as none of the landscaping is proposed for retention purposes except for the north landscape buffer which is also a swale conveying surface drainage. The north buffer complies.

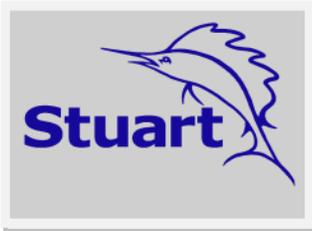
10. Underground parking structures and multi-level parking structures shall have a landscaped buffer 20 feet in width on the front lot line. The landscaped buffer shall be measured at right angles to the property line unless a wider area is specified as part of the district regulations.

Not applicable

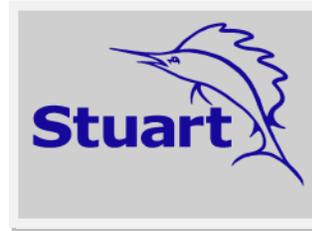


Prepared by Kevin Henderson, P.E.
Evergreen Engineering, Inc.

2/20/17

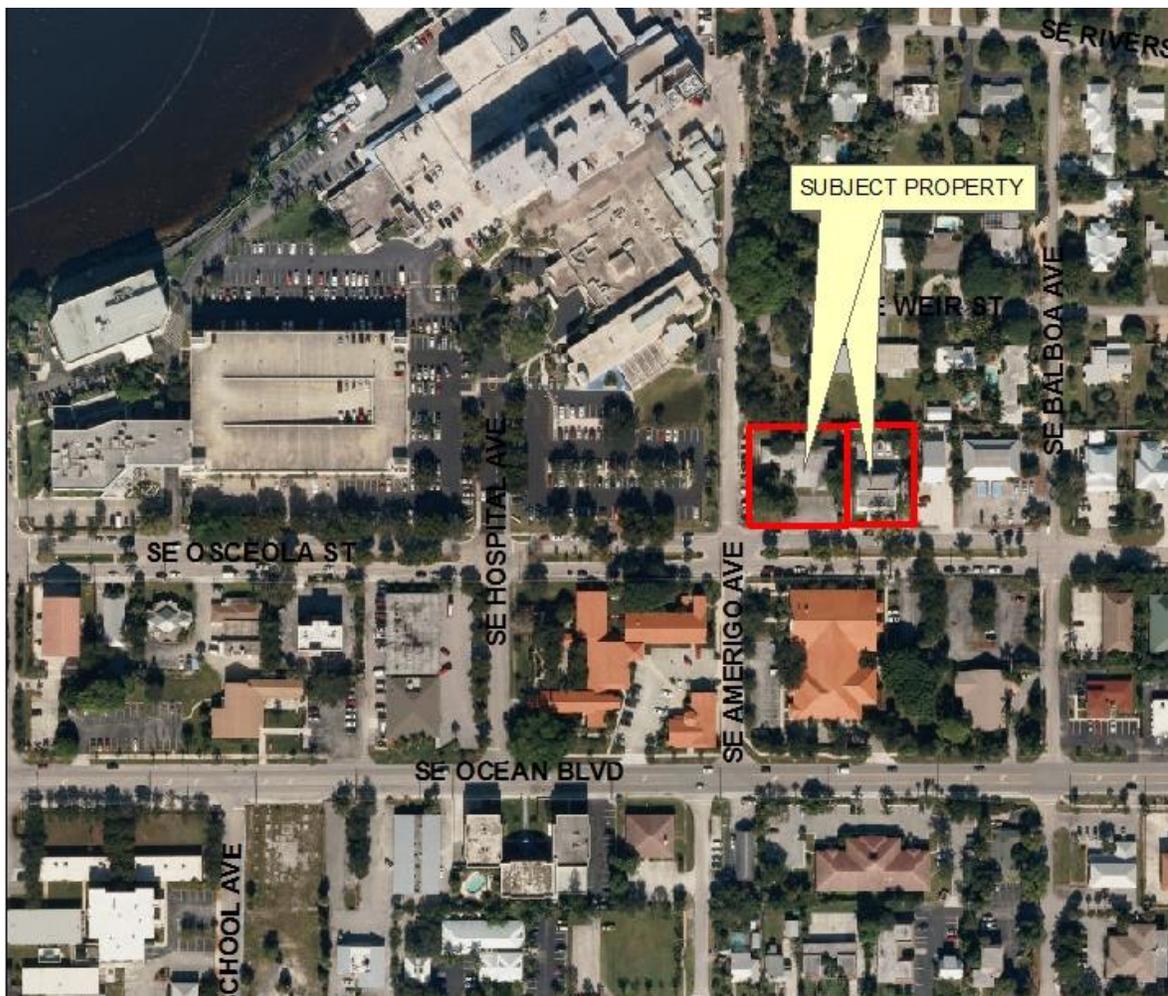


**CITY OF STUART
CITY COMMISSION
JUNE 12, 2017**



Project Name: Martin Memorial Medical Center - Parking Lot	Property Owner: Martin Memorial Medical Center, Inc.
Project No.: Z17050001	Applicant/Petitioner: Charlie Papa, AVP Facilities Management and Support Services, Martin Memorial Medical Center, Inc.
Resolution No: 55-2017	Agent/Representative: Kevin Henderson, President, Evergreen Engineering, Inc.
Location: 707 and 711 SE Osceola Street, PCN# 04-38-41-007-006-0008-09000-0 and PCN# 04-38-41-007-006-0010-05000-0	

SUBJECT PROPERTY: 707 & 711 SE Osceola Street



I. APPLICATION SUMMARY

The applicant is requesting additional required parking spaces for the hospital use on the adjacent property located at 707 and 711 SE Osceola Street, which are both owned by Martin Memorial Medical Center, Inc. The proposed parking lot improvement is necessary due to scheduled repairs to the Martin Memorial Hospital parking garage. It is expected that approximately 125 parking spaces per floor will be displaced when the parking garage goes under construction. Repairs will be on the top floor and proceed with one floor re-opening post repairs as the next floor goes under construction. The applicant is proposing parking addition to be constructed in two phases (Phase I and Phase II). In order to maximize additional required parking spaces within the proposed site, the applicant is requesting a conditional use to vary from certain code requirements in Section 6.01.11 and 6.04.07 related to the location of additional required parking spaces on non-contiguous property to serve the hospital use and parking area landscaping requirements.

Phase I will consist of parking lot improvements on property located at 707 SE Osceola Street to accommodate the immediate need for parking spaces that will be lost during parking garage repairs. The temporary lot surface is composed of compacted asphalt milling and provides 37 parking spaces. With the loss of 125 parking spaces per floor requires maximizing the spaces within this proposed site to compensate to the maximum extent possible. The temporary lot will remain in use until parking garage repairs are completed in 2018, after which it will be converted to permanent parking lot design as shown in Phase II. The proposed landscape plan for Phase I shows landscape planting for the northern property line with emphasis on landscape material which provides screening above the height of the existing 6' CBS wall. The landscaping buffer provided in Phase I will have the benefit of time to mature in advance of any permanent use of the site.

Phase II will consist of parking lot improvements on property located at 707 and 711 SE Osceola Street. The existing office building on property located at 711 SE Osceola Street will remain. The proposed permanent parking lot will be constructed in asphalt pavement and will provide 64 parking spaces with both lots combined. Additional landscaping will be provided within the parking area and along the perimeter of the property, providing visual screening of the parking lot.

The Master Facilities Plan and the future planning of the Martin Medical Center campus will provide more structured plans for the lots, where the parking improvement is now proposed. The applicant has met with City staff to discuss the plans and process for adopting the Master Facilities Plan. In April, the applicant held a meeting with the neighborhood to discuss the Master Facilities Plan and the future planning of the Martin Medical Center campus. The proposed parking lot improvement on subject lots was also discussed with the residents. The City staff has received no objection from the neighborhood.

II. HISTORY

Martin Memorial Medical Center, Inc. purchased the property located at 707 SE Osceola Street in 2001. The building on the property was demolished in 2013. Since then, the property has been vacant.

Martin Memorial Medical Center, Inc. purchased the property located at 711 SE Osceola Street in 2011. The existing building on site is used for administrative functions of the hospital.

III. ZONING AND LAND USE

Site Location	707 & 711 SE Osceola Street, Stuart	
Parcel Size (area)	707 SE Osceola Street - .4577 Acres 711 SE Osceola Street - .3329 Acres	
	The subject property located at 707 SE Osceola Street is vacant. The subject property located at 711 SE Osceola Street has approximately 2,600 s.f. existing building used for administrative functions of the hospital.	
Subject Property Land Use	Office-Residential	
Adjacent FLU (Future Land Use)	<i>North</i>	Public and Low Density Residential
	<i>South</i>	Office -Residential
	<i>East</i>	Office-Residential
	<i>West</i>	Institutional
Subject Property Zoning	R-3 Residential – Multi-Family/Office	
	<i>North</i>	Public and R-1 Residential
	<i>South</i>	R-3 Residential- Multi-Family/Office
	<i>East</i>	R-3 Residential- Multi-Family/Office
	<i>West</i>	Hospital
Proposed Use	707 SE Osceola Street – Parking Lot 711 SE Osceola Street – Professional Office/ Improved Parking Lot	
Present Use	707 SE Osceola Street – Vacant 711 SE Osceola Street - Professional Office/Parking Lot	
ROADWAY AND UTILITIES		
Street Functional Classifications	SE Osceola Street is a two lane roadway maintained by the City of Stuart.	
Utilities	Sewer and Water are provided by the City of Stuart.	

IV. CITY DEPARTMENTAL REVIEWS

<i>Public Works</i>	Approved with conditions.
<i>Fire/Building</i>	There are no objections from Fire Rescue.
<i>Police</i>	There are no objections from Police Dept.

V. EXISTING CONDITIONS:

The subject property located at 709 SE Osceola Street is currently vacant.



The subject property located at 711 SE Osceola Street has approximately 2,600 s.f. existing building being used for administrative functions of the hospital. The property has an existing parking lot in the rear of the building with ingress driveway on the east side of the building and egress driveway on the west side of the building. There is an existing 6 foot buffer wall between the existing parking lot and residential properties to the north.



VI. PUBLIC NOTIFICATION:

The legal notification requirements have been met for this request of a **Conditional Use Approval**, in accordance with the requirements set forth in Section 11.01.10 and 11.02.00 of the City of Stuart's Land Development Code. Documentation of the public notice is part of the record as well as on file within the City Development Department.

VII. MAJOR CONDITIONAL USE REVIEW; SEC. 11.01.10 (G)(5)

- 1. The proposed use is not contrary to the established land uses in the immediate area.**

The proposed parking lot would be located east of the hospital to serve the additional parking requirement of the hospital. The Future Land Use designations of the project site as well as the properties immediately south and east of the project site is Office-Residential. The Future Land Use designation to the west of the project site is Institutional and to the north of the project site is Public and Low-Density Residential. The proposed use is consistent with the established land uses in proximity.

- 2. The proposed use would not significantly depart from the densities or intensities of use in the surrounding area and thereby increase or overtax the load on public facilities such as schools, utilities, and streets and other public infrastructure.**

Approval of the Conditional Use for the project project does not result in an increase in the density or intensity of use, therefore the project would have no impact on public utilities and facilities. The applicant is not requesting an increase in density from what is allowed in Chapter 2 (Densities and Intensities) of the Land Development Code.

- 3. The proposed use will not be contrary to the proposed land use plan and will not have an adverse effect on the goals, policies and objectives of the comprehensive plan.**

Approval of the Conditional Use would not be contrary to the adopted land use plan or other relevant goals, objectives, and policies concerning commercial use. A parking lot would not detract from the mixture of commercial uses that exist, but would increase the parking opportunity for the hospital use.

- 4. The existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.**

There are no proposed changes to the existing district boundary.

- 5. The proposed use will not create or excessively increase traffic congestion or otherwise affect public safety.**

The proposed parking lot will not create or increase traffic congestion. It will have adequate ingress/egress and rely on existing infrastructure to accommodate the vehicular traffic flow utilizing the site. There are no additional traffic expected to be generated from the use of the existing building on site. It will continue to be used for administrative functions of the hospital.

6. The proposed use will not create drainage or a storm water quality problem.

The proposed parking lot will not create drainage or storm water quality problems. Applicant provided a stormwater statement related to City's Amerigo Project. The proposed parking lot improvements is designed to drain to the Amerigo Project.

7. The proposed use will not significantly reduce light or air to adjacent areas.

The proposed parking lot will not significantly reduce light or air to adjacent areas because the proposal does not call for any building construction. There is an existing 6 foot buffer wall between the parking area and the residential properties to the north.

8. The proposed use is less burdensome on neighboring properties and on public infrastructure than uses permitted by right in the district.

The proposed use will not likely to cause an excessive or burdensome use of existing infrastructure.

9. The proposed use is not out of scale with the uses permitted by right in the district and with the existing uses in the neighborhood.

The proposed parking lot will serve to meet the required parking spaces of the principal use. There are existing parking on three sides of the proposed parking, and the residential uses will be well buffered.

10. There are no other adequate sites for the proposed use in districts in which the proposed use is permitted by right within the city.

A Conditional Use Approval is required if the required parking are not located on contiguous property but on property within 500 feet of the site of the principal use measured by a safe and convenient pedestrian route.

IX. CONDITIONAL USE REVIEW FACTORS TO BE CONSIDERED BY THE DECISION MAKER: SEC. 11.01.10 (G)(6)

In applying the above standards, the decision-maker will consider each of the following factors:

1. Ingress and egress to the property and the proposed structures to be located thereon, if any, including considerations of automotive and

pedestrian safety and convenience, of traffic flow and control, and of access in case of fire or catastrophe.

The proposal has been reviewed by the Fire, Police and Public Works Departments who have no objections to the proposed use.

- 2. Off-street parking and loading areas including consideration of the economic impact thereof on adjacent properties and of any noise and glare created by the location of offstreet parking and loading areas on adjacent and nearby properties.**

The proposal does not have off-street parking. The parking is on-site.

- 3. Refuse and service areas including consideration of the economic impact thereof on adjacent properties and of any noise and odor created by the location of refuse and service areas on adjacent and nearby properties.**

The applicant would continue to use the existing refuse and service areas associated with the existing office building. No additional service will be required.

- 4. Utilities including consideration of hook-up locations and availability and compatibility of utilities for the proposed uses.**

Public Works has reviewed the proposal and have no objections.

- 5. Screening and buffering including consideration of the type, dimensions, and character thereof to preserve and improve compatibility and harmony among the proposed uses and structures specially permitted and the uses and structures of adjacent and nearby properties.**

The applicant intends to provide landscaping within the site per the Phase 1 and Phase II Landscape Plans.

- 6. Signage and exterior lighting including consideration of glare, traffic safety, and economic effects thereof on adjacent and nearby properties.**

Directional signage is proposed. The exterior lighting will not have a negative effects on adjacent and nearby properties.

- 7. Required yards and open spaces.**

Amerigo Project is designed to accommodate stormwater from the two lots proposed for parking improvements.

- 8. Height of proposed structures including consideration of the effects thereof on adjacent and nearby properties.**

There are no new structure being proposed on the property. The proposed parking lot will not have any adverse effects on adjacent or nearby properties.

X. STAFF RECOMMENDATION

Based upon compliance with the City of Stuart's Comprehensive Plan and the pertinent standards found within Section 11.01.10 of the City of Stuart's Land Development Code, staff recommends **APPROVAL** of the applicant's request to consider a **MAJOR CONDITIONAL USE** to allow parking improvements on subject lots to be completed in two phases to accommodate the required additional parking for the hospital use subject to the conditions included in the Resolution.

SELECTION CRITERIA: Permit No = Z17050001 and Review Stop = PW and Revision =

Note Date/Time	Date of Record	Operator	Note Code	Reminder Date
2017-05-16 08:55:58	05/16/2017	mrogolin		

Memorandum

To: Pinal Gandhi-Savdas

From: Marc Rogolino

Date: 5-16-2017

Re: 707 SE Osceola St. M-^V Conditional Use Application #Z17050001

In reviewing the above referenced project, this Department does approve the submitted Conditional Use application

M-^U The Engineer of Record must provide signed & sealed as-built survey/drawings.

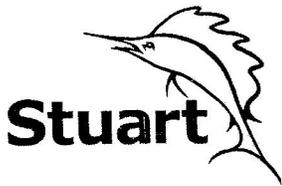
M-^U The Engineer of Record must demonstrate the off-site detention area will accommodate the additional storm water discharge/flow.

All construction pertinent to this Department shall be installed, inspected and tested in accordance with the City of Stuart Minimum Design and Construction Standards latest edition and the City of Stuart Specifications and Ordinances where applicable. In case of discrepancies between the construction plans and afore mentioned manuals, the most restrictive shall apply.

All plans to be reviewed by this Department shall be routed through the Permit Technician in the Development Department. Approval by this department shall not be construed to be a license to proceed with work and shall not be construed as authority to violate, cancel, alter or set aside any of the provisions of the City Code. Approval shall not prevent this department from thereafter requiring a correction of errors in plans, construction or violation of City Code.

Please forward comments to applicant.

If there are any questions, please contact me at your earliest at (772) 221-4700



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

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

Application for Conditional Use Permit

Project ID# _____
(Staff Entry)

Pre-App Conference Date: 9/14/16	Application Date:
Project Name: MMHN Parking	
Parcel ID# 4 38 41 007 006 00080 90000	Project Address: 707 SE Osceola St, Stuart, FL 34994
Zoning/CRA Sub-district: R3/Office	
Subdivision:	Lot(s):
Fee: \$1,536.00 – Conditional Use Permit <i>(this does not include fees that may be charged as a result of application reviews by the City's consultants or any required recording fees.)</i>	
Submittal Requirements: A completed application form, the payment of fees, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, and a site plan. (Note: A concept plan may, at the discretion of the applicant, be submitted instead of a site plan. However, in doing so the applicant acknowledges that a site plan will need to be submitted for City Commission approval prior to making application for a development permit). The data requirements for a site plan and a concept plan are available at the Development Department. <i>Note:</i> An application for a Conditional Use Permit may not be filed if the City Commission has denied an application for a Conditional Use Permit for the subject property within the previous two years.	
The applicant has the burden of proof to demonstrate to the City Commission that the following standards are met:	
<ol style="list-style-type: none"> 1. The proposed use is not contrary to the established land uses in the immediate area; 2. The proposed use would not significantly depart from the densities or intensities of use in the surrounding area and thereby increase or overtax the load on public facilities such as schools, utilities, and streets and other public infrastructure; 3. The proposed use will not be contrary to the proposed land use plan and will not have an adverse effect on the goals, policies and objectives of the Comprehensive Plan; 4. The existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change; 5. The proposed use will not create or excessively increase traffic congestion or otherwise affect Public Safety; 6. The proposed use will not create drainage or a storm water quality problem; 7. The proposed use will not significantly reduce light or air to adjacent areas; 8. The proposed use is less burdensome on neighboring properties and on public infrastructure than uses permitted by right in the district; 9. The proposed use is not out of scale with the uses permitted by right in the district and with the existing uses in the neighborhood; and 10. There are no other adequate sites for the proposed use in districts in which the proposed use is permitted by right within the City. 	
Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application for the City Commission public hearing.	
Justification: Please provide justification supporting the request for a Conditional Use Permit <i>(include additional pages if needed)</i> :	

(over)

General Information

(Please Print or Type)

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

Name: Rob Lord
Title: CEO
Company: Martin Health System
Company Address: PO Box 9010

City/State/Zip Code: Stuart, FL 34995
Telephone Number:
Facsimile Number:
Email Address (optional):

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

Name: Kevin Henderson, P.E.
Title: President
Company: Evergreen Engineering, Inc.
Company Address: 300 Colorado Ave Stuart, FL 34994

City/State/Zip Code:
Telephone Number: 223-1005
Facsimile Number: 781-0519
Email Address (optional): evergreenengineeringinc@gmail.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: Charlie Papa
Title: AVP Facilities Management and Support Services
Company: Martin Health System
Company Address: PO Box 9010

City/State/Zip Code: Stuart, FL 34995
Telephone Number: 772-221-2005
Facsimile Number:
Email Address (optional):

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

4. Signed this 10th day of October, 2016.

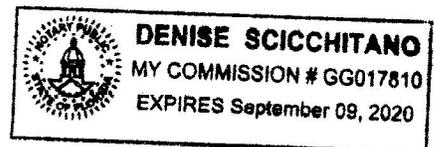
Charlie Papa

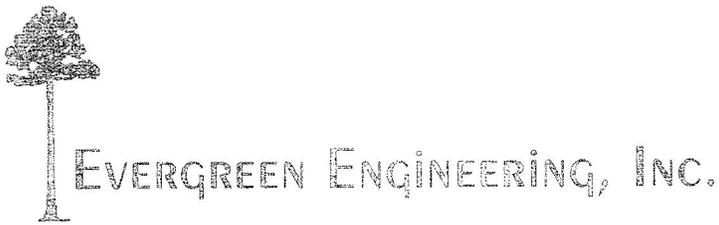
Signature of Property Owner, Lessee, Contract Purchaser or Applicant (circle one)

State of Florida, Martin County The foregoing instrument was acknowledged before me on this 10th day of October 2016 by Charlie Papa who is personally known to me, or who has produced _____ as identification and who did/did not take an oath.

Denise Scicchitano
Notary Signature

Commission expires:





Attachment to Application for Conditional Use Permit for MMHN Parking Site Plan

Prepared by Evergreen Engineering, Inc.

March 6, 2017

Justification

The proposed site plan to add parking is necessitated by scheduled repairs to the MMHN parking garage, which will displace approximately 125 parking spaces per floor. Repairs will begin on the top floor and proceed with one floor re-opened post-repairs as the next goes under construction. Obviously this proposal alone cannot completely address the immediate construction requirements, but half is much better than none.

When the parking garage is completed in 2018, the proposed parking will serve visitor overflow during the day.

The following questions must be answered to the satisfaction of the City Commission:

- 1. The proposed use is not contrary to the established land uses in the immediate area;**

The immediate area is office and medical institutional uses fronting along Osceola, which the subject site is an existing part of. Existing single family residential uses are immediately adjacent to the northeast. These uses are separated by an existing 6' CBS wall and by open space/dry retention area to the immediate north. The property proposed for parking has been in medical office and parking uses for decades.

- 2. The proposed use would not significantly depart from the densities or intensities of use in the surrounding area and thereby increase or overtax the load on public facilities such as schools, utilities, and streets and other public infrastructure;**

Parking on this site will not add to any existing burden on schools, utilities or streets. The parking will be open to existing users/visitors to the MMHN hospital and campus.

- 3. The proposed use will not be contrary to the proposed land use plan and will not have an adverse effect on the goals, policies and objectives of the Comprehensive Plan;**

City staff has determined that parking on the subject site is permissible and consistent with the Comprehensive Plan subject to the City Commission finding it to be an allowable Conditional Use.

- 4. The existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;**

City staff and MMHN staff have worked for many years to accommodate the existing hospital's needs along with protection of the residents of Hildebrad Park. These efforts are culminating in formal adoption of a long-term Master Plan for the hospital campus. The proposed parking is essential to the hospital remaining accessible to patients, visitors and hospital employees as future improvements per the Master Plan are constructed.

- 5. The proposed use will not create or excessively increase traffic congestion or otherwise affect Public Safety;**

The parking use of the subject property will not add any trips to the existing roadway system, it will simply provide parking for existing users who will not be able to park in existing locations within the hospital campus while improvements are under repair and/or construction.

- 6. The proposed use will not create drainage or a storm water quality problem;**

The parking lot itself is designed with no underground drainage in order to take advantage of the latest research showing that shallow sloped asphalt can detain and evaporate as much as 50% of the annual rainfall (UCF 2016). The parking lot, when it does discharge stormwater, first drains to a swale that must fill before it overflows into the adjacent dry detention area, thus trapping sediments prior to discharge. The receiving dry detention area is a joint City/MMH project which was designed to accept more stormwater from the two lots in the project than the proposed parking will generate.

- 7. The proposed use will not significantly reduce light or air to adjacent areas;**

All parking is to be at current grade and there are no vertical components that could affect light or air.

- 8. The proposed use is less burdensome on neighboring properties and on public infrastructure than uses permitted by right in the district;**

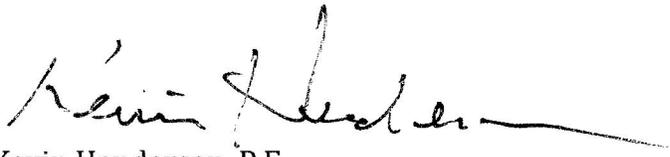
Parking is about the least intense use possible besides vacant land.

9. The proposed use is not out of scale with the uses permitted by right in the district and with the existing uses in the neighborhood; and

Parking is a permitted use in the district, there is existing parking on three sides of the proposed parking, and residential uses are well buffered.

10. There are no other adequate sites for the proposed use in districts in which the proposed use is permitted by right within the City.

There are no other sites available to serve the existing parking requirements of the hospital campus.



Kevin Henderson, P.E.

Evergreen Engineering, Inc.

5/5/17



EVERGREEN ENGINEERING, INC.

MMHN Parking Lot

Stormwater Statement

The two lots proposed for parking improvements were part of the area tributary to the dry retention area jointly built by City of Stuart and MMH east of Amerigo. Captec Engineering prepared the plans for the Amerigo project.

We consulted with Captec during parking lot design in order to stay within their assumed parameters treating stormwater for this tributary area within the Amerigo project.

For design purposes Captec assumed the MMH lots totaled 1 acre of land, and further assumed that once fully developed, the area would be 80% impervious.

The Master Plan shows that the two lots together total 34,459 sf at 69.6% impervious coverage in its completed form. So the land area occupied by the parking project is 79% of the MMH land assumed to drain to the Amerigo Project. Impervious surface is 23,968 sf compared to the 34,848 sf impervious area Captec designed for.

Hence the proposed parking occupies 21% less total land area and proposes 31% less impervious surface area than the Amerigo retention area is designed to accommodate from these two lots.

The three day 25 year storm is predicted by Captec to reach 10.07' NGVD 29. The reduction in runoff vs that planned for by Captec will reduce this storm elevation to a small extent. This means the parking surface may be inundated in this design storm varying from a couple inches at high points to about 10" at low points.

The proposed design retains some existing pervious pavement around the existing building and features asphalt pavement over the rest. Asphalt is used in this application at very shallow slopes and without underground drainage. This design approach has been shown by the Harvey Harper group at UCF to reduce annual runoff to about half that of steeper sloped concrete surfaces.

Further, using the swale at the north side for collection and conveyance of stormwater to the dry retention area via overflow catch basin will capture suspended solids and delay the peak stormwater discharge versus the traditional underground collection system.

Finally, the temporary parking installed on the vacant lot to compensate for parking garage parking lost during current structural repairs is composed of millings compacted over

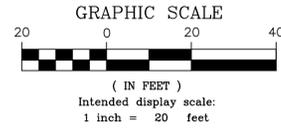
compacted subgrade. The area of millings is 13,798 square feet, vs the permanent lot asphalt area of 14,481 sf. So the temporary parking drainage requirement is less than the permanent parking requirement described above.

I checked it today (5/5/17) after significant rainfall over the past 12 hours and it is actually percolating rainfall better than the oldest and lowest pervious parking space serving the adjacent building.

The grades within the temporary parking area are prepared with readiness to install the proposed permanent improvements with minimal additional grading.


Kevin Henderson, P.E.
Evergreen Engineering, Inc.

5/20/17



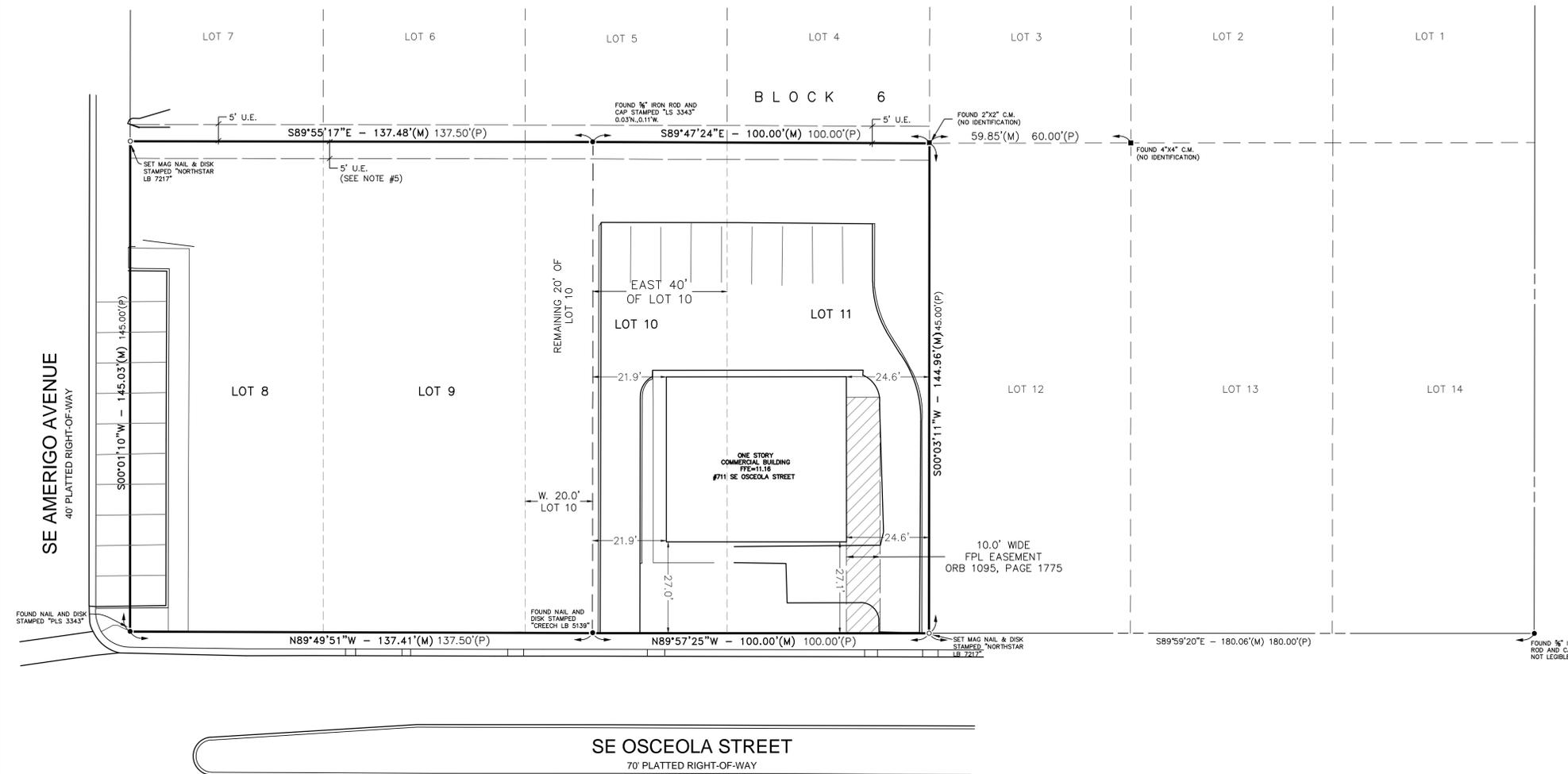
LEGAL DESCRIPTION

ALL OF LOTS 8, 9, 10, AND 11, BLOCK 6, HILDABRAD PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 64, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

SURVEYOR'S REPORT

- HORIZONTAL RELATIONSHIPS, AS SHOWN HEREON, ARE BASED ON THE FLORIDA STATE PLANE COORDINATE GRID, EAST ZONE, USING THE NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT (NSRS 2011).
- ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) AND REFERENCE COUNTY MARTIN CONTROL POINT "OCEAN-5", HAVING AN ELEVATION OF 13.376 FEET.
- THE WESTERLY LINE OF LOT 8 IS ASSUMED TO BEAR SOUTH 00° 01' 10" WEST AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
- THIS PROPERTY LIES IN FLOOD ZONE X, ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) PANEL 12085C0153G, MAP REVISED MARCH 16, 2015.
- THE FIVE FOOT UTILITY EASEMENT ALONG NORTH LINE OF PROPERTY IS SHOWN GRAPHICALLY ON PLAT OF HILDABRAD PARK, BUT IS NOT LABELED AS TO PURPOSE. SAID EASEMENT IS DESCRIBED IN PARAGRAPH (6), RESTRICTIONS AND LIMITATIONS AS RECORDED IN ORB 67 PAGE 115, AS MODIFIED IN ORB 372, PAGE 2595, MARTIN COUNTY PUBLIC RECORDS AS BEING FOR PLACEMENT OF PIPES AND WIRES ETC AND ACCESS TO SAID UTILITIES. ADDITIONAL RESTRICTIONS PER THIS DOCUMENT MAY ALSO AFFECT SUBJECT PROPERTY.
- UNDERGROUND IMPROVEMENTS, IF ANY, WERE NOT LOCATED EXCEPT AS SHOWN.
- FIELD SURVEY LAST CONDUCTED ON APRIL 11, 2016.
- SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
- THERE MAY BE ADDITIONAL RESTRICTIONS, ENCUMBRANCES OR OTHER MATTERS THAT MAY AFFECT THIS PROPERTY THAT MAY OR MAY NOT BE RECORDED IN THE PUBLIC RECORDS THAT ARE NOT SHOWN ON THIS SURVEY.

HILDABRAD PARK (PLAT BOOK 2, PAGE 64)



LEGEND

- LS = LAND SURVEYOR
- U.E. = UTILITY EASEMENT
- BM = BENCHMARK
- C.M. = CONCRETE MONUMENT
- (M) = FIELD MEASUREMENT
- (P) = PLAT MEASUREMENT
- (C) = CALCULATED MEASUREMENT
- LB = LAND SURVEYING BUSINESS
- ORB = OFFICIAL RECORDS BOOK
- X 10.6 = EXISTING ELEVATION
- INV. = INVERT
- EL. = ELEVATION
- OHU- = AERIAL UTILITY LINE
- X- = FENCE
- ⊗ = WOOD UTILITY POLE
- ⊙ = METAL LIGHT POST
- ⊕ = ELECTRIC PULL BOX
- ⊖ = FIBER OPTIC PULL BOX
- ⊙ = POLE ANCHOR
- ⊕ = SIGN
- ⊙ = WATER METER
- ⊕ = ELECTRIC SERVICE
- ⊖ = ELECTRIC METER
- ⊙ = BENCHMARK LOCATION (AS LABELED)
- ⊕ = IRRIGATION CONTROL BOX
- ⊖ = EXTENTS OF PAVEMENT

NORTHSTAR GEOMATICS
 617 NE BAKER ROAD, STUART, FLORIDA 34994
 PO BOX 2371, STUART, FLORIDA 34995
 (772)781-6400 (772)781-6462 FAX
 LICENSED BUSINESS NO. 7217

REVISIONS	DATE

DATE: 11/28/2016
 SCALE: 1"=20'
 FIELD BK.: 95
 DWG. BY: JHY
 CHECKED BY: GSF

BOUNDARY AND TOPOGRAPHIC SURVEY
 MARTIN HEALTH SYSTEMS

MARTIN COUNTY, FLORIDA

SURVEYOR'S CERTIFICATION

(THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED EMBOSSED SEAL OF GREGORY S. FLEMING, FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.)

I HEREBY CERTIFY THAT THE BOUNDARY AND TOPOGRAPHIC SURVEY OF THE PROPERTY SHOWN AND DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS BOUNDARY AND TOPOGRAPHIC SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATE STATUTES. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE

NORTHSTAR GEOMATICS, INC.

DATE OF SURVEY

GREGORY S. FLEMING
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATION NO. 4350

SHEET NO. 1

OF 2 SHEETS

PROJECT NO.
11-006.3

Martin County, Florida - Laurel Kelly, C.F.A

generated on 5/5/2017 2:53:03 PM EDT

Summary

Parcel ID	Account #	Unit Address	Market Total Value	Website Updated
04-38-41-007-006-00080-9	21420	707 SE OSCEOLA ST, STUART	\$239,260	4/29/2017

Owner Information

Owner(Current)	MARTIN MEMORIAL MEDICAL CENTER INC
Owner/Mail Address	PO BOX 9010 STUART FL 34995
Sale Date	12/20/2001
Document Book/Page	1606 2585
Document No.	
Sale Price	380000

Location/Description

Account #	21420	Map Page No.	O-4A
Tax District	3100	Legal Description	HILDABRAD PARK, LOTS 8 9 & W 20' OF LOT 10 BLK 6
Parcel Address	707 SE OSCEOLA ST, STUART		
Acres	.4577		

Parcel Type

Use Code	1000 Vacant Commercial
Neighborhood	30200

Assessment Information

Market Land Value	\$239,260
Market Improvement Value	
Market Total Value	\$239,260

Martin County, Florida - Laurel Kelly, C.F.A

generated on 5/5/2017 2:52:01 PM EDT

Summary

Parcel ID	Account #	Unit Address	Market Total Value	Website Updated
04-38-41-007-006-00100-5	21421	711 SE OSCEOLA ST, STUART	\$277,830	4/29/2017

Owner Information

Owner(Current)	MARTIN MEMORIAL MEDICAL CENTER INC
Owner/Mail Address	PO BOX 9010 STUART FL 34995
Sale Date	3/17/2011
Document Book/Page	2508 0316
Document No.	2264986
Sale Price	334500

Location/Description

Account #	21421	Map Page No.	O-4A
Tax District	3100	Legal Description	HILDABRAD PARK, E 40' OF LOT 10 & ALL LOT 11 BLK 6
Parcel Address	711 SE OSCEOLA ST, STUART		
Acres	.3329		

Parcel Type

Use Code	1700 Office bldg non-prof1story
Neighborhood	30200

Assessment Information

Market Land Value	\$173,513
Market Improvement Value	\$104,317
Market Total Value	\$277,830

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

Meeting Date: 6/12/2017

Prepared by: David Dyal, Fire Chief

Title of Item:

RESOLUTION No. 62-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF A MUNICIPAL LEASE WITH TEN-8 FIRE EQUIPMENT, INC. FOR SELF-CONTAINED BREATHING APPARATUS IN ACCORDANCE WITH LAKE COUNTY FIRE EQUIPMENT AND SUPPLIES CONTRACT NO. 12-08060 EFFECTIVE THOROUGH JUNE 30, 2017, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (RC)

Summary Explanation/Background Information on Agenda Request:

Fire Rescue is to lease/purchase new SCBA for each position on each truck. The new SCBA has additional air volume over the existing SCBA (4500 psi v. 2400 psi) thus providing additional on-air time for firefighter safety. The SCBA also provides a heads-up display in the mask informing the firefighter of remaining air supply. The SCBA has a 23% greater field of vision; 9% improved voice clarity with voice amp mounted in the pack instead of in the mask which reduces the mask weight by 34%. The new backpack has an adjustable height waist belt to accommodate varying heights of firefighters. A quick-fill port is lighted to facilitate rescue fills by the Rapid Intervention Team, if needed.

The lease/purchase spreads out the payments over 7 years. SCBA expected life span is 15 years between major changes in technology. This new SCBA has upgradable parts and programming to facilitate incremental upgrades over the life of the SCBA.

Funding Source:

Fire Rescue budget, FY2018

Recommended Action:

Approve Resolution 62-2017

ATTACHMENTS:

Description	Upload Date	Type
☐ Resolution 62-2017	5/23/2017	Resolution add to Y drive
☐ Lease agreement	5/23/2017	Cover Memo
☐ Quote for SCBA	5/23/2017	Cover Memo
☐ TEN-8 CONTRACT	5/25/2017	Backup Material



CITY OF STUART, FLORIDA

RESOLUTION NUMBER 62-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF A MUNICIPAL LEASE WITH TEN-8 FIRE EQUIPMENT, INC. FOR SELF-CONTAINED BREATHING APPRATUS; AND PROVIDING AN EFFECTIVE DATE AND FOR OTHER MATTERS.

* * * * *

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

SECTION 1: This authorization is to approve the execution of a municipal lease between the City of Stuart and Ten-8 Fire Equipment, Inc. for the lease/purchase of self-contained breathing apparatus (SCBA) and accessories.

Stuart Fire Rescue – Seven year term at \$28,166.18 annually

The lease/purchase will provide SCBA and accessories for firefighters to work in toxic environments with increased air volume and additional safety features.

Funding for the lease program has been allocated in the Fire Rescue FY2018 budget.

Resolution No. 62-2017
SCBA Lease Authorization

SECTION 2: This resolution shall take effect immediately 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:

Troy McDonald, MAYOR
Kelli Glass Leighton, VICE MAYOR
Tom Campenni, COMMISSIONER
Jeffrey Krauskopf, COMMISSIONER
Eula M. Clark, COMMISSIONER

YES	NO	ABSENT

ADOPTED this 12th day of June, 2017.

ATTEST:

CHERYL WHITE
CITY CLERK

TROY MCDONALD
MAYOR

REVIEWED FOR FORM AND
CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY



Leasing 2

Lessee
City of Stuart, Florida

Vendor
Ten-8 Fire Equipment
David Nummela

Proposal Date:	May 16, 2017		
Equipment Description:	MSA SCBA		
Commencement Date:	July 1, 2017		
	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
Equipment Cost:	\$173,038	\$173,038	\$173,038
Lessee Down Payment:			
Amount Financed:	\$173,038	\$173,038	\$173,038
Lease Term:	3 Years	5 Years	7 Years
First Payment Date:	12/1/2017	12/1/2017	12/1/2017
Payment Frequency:	Annual	Annual	Annual
Lease Rate:	3.82%	3.89%	3.97%
Payment Amount:	\$60,828.78	\$37,916.11	\$28,166.18
Payment Factor:	0.35153	0.21912	0.16277

Qualifications:

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:

a) **Rate Expiration:** Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 within thirty days from the date of this proposal to protect the rates quoted.

b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

c) **Fixed Rates:** Rates for ten (10) years and under are fixed for the entire term. Terms over ten (10) years have a one time rate adjustment after ten years to the then current interest rates for the remaining term.

2. **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. **Financial Reporting:** All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. **Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.

5. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, and qualified as a tax exempt obligation under the tax reform act of 1986 as amended.

Financing provided by:



Leasing 2, Inc.

Contact: Brad Meyers
Phone: 800-287-5155 x12
Date: May 16, 2017
Email: bmeyers@leasing2.com
Web: www.leasing2.com



REQUEST TO PROCEED:

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below and completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: May 16, 2017

Option Chosen: _____ (where applicable)

Upcoming Governing Body meeting date for lease approval: _____

City of Stuart, Florida

Name of Lessee

Authorized Signature

Date

Printed Name Of Authorized Signature

Title

Contact Name (If Different Than
Authorized Signature)

Contact Phone

Contact E-Mail Address

Last month of your budget year?

*Please complete the above information and **fax or email** all pages of the proposal to
813-258-9333 / bmeyers@leasing2.com*

**** Important: A Resolution will be required with the lease contract ****

**In the event that you require board action to sign this proposal,
please call us so that we may forward the preferred form for the meeting.**

TEN-8 FIRE EQUIPMENT INC.

IN SERVICE TO SERVE YOU

SALES QUOTE

2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
IN FLA: 1-800-228-8368
PHONE: 941-756-7779
FAX: 941-756-2598
or visit us at: www.ten8fire.com

141 MARITIME DRIVE
SANFORD, FL 32771
PHONE: 407-328-5081
FAX: 407-328-5083

Sales Quote Number: Q161680
Sales Quote Date: 02/10/17

Page: 1

Sell To: STUART FIRE DEPARTMENT
121 S.W. FLAGLER AVENUE
STUART, FL 34994

Ship To: STUART FIRE DEPARTMENT
800 M.L. KING BLVD.
STUART, FL 34994

Ship Via:
Payment terms: NET 30 DAYS

Ten-8 Contact DNUMMELA2
Customer ID: STUART

Item No.	Description	Unit	Quantity	Unit Price	Total Price
	MSA G1 SCBA 4500PSI SYSTEM	EACH	30	4,038.32	121,149.60
	Remote threaded cylinder connrction,				
	Metal cylinder retention band, Adjustable				
	Swiveling Lumbar pad, PASS,2- Lithium				
	Rechargeable Battery Per Pack				
	5-6 Bank Battery Chargers				
3A-G1FPPM1M4C1	G1 FACEPIECE MED., 4 POINTS	EACH	50	220.78	11,039.00
3A-10156424-SP	G1 CYL.RC, 4500PSI 45 MIN CARBON, LP	EACH	48	851.02	40,848.96
3A-10148741-SP	G1 Lithium ion battery pack	EACH	60		
3A-10158385	G1 Lithium Ion Battery charger station	EACH	5		
Transferred to page 2.....					173,037.56

TEN-8 FIRE EQUIPMENT INC.

IN SERVICE TO SERVE YOU

SALES QUOTE

2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
IN FLA: 1-800-228-8368
PHONE: 941-756-7779
FAX: 941-756-2598
or visit us at: www.ten8fire.com

141 MARITIME DRIVE
SANFORD, FL 32771
PHONE: 407-328-5081
FAX: 407-328-5083

Sales Quote Number: Q161680
Sales Quote Date: 02/10/17

Page: 2

Sell To: STUART FIRE DEPARTMENT
121 S.W. FLAGLER AVENUE
STUART, FL 34994

Ship To: STUART FIRE DEPARTMENT
800 M.L. KING BLVD.
STUART, FL 34994

Ship Via:
Payment terms: NET 30 DAYS

Ten-8 Contact DNUMMELA2
Customer ID: STUART

Item No.	Description	Unit	Quantity	Unit Price	Total Price
	Transferred from page 1				173,037.56

Ten-8 to assist with Mask Fit Testing
of all personnel.

Ten-8 to assist with inservice training
for all 3 shifts.

INCLUDED FREIGHT CHARGES INCLUDED

Amount Subject to Sales Tax	0.00	Amount Exempt from Sales Tax	173,037.56	Subtotal:	173,037.56
				Invoice Discount:	0.00
				Sales Tax:	0.00
				Total:	173,037.56

Quote submitted by: DNUMMELA2
This Quote is valid until 03/12/17



CONTRACT NO. 12-08060

For Fire Equipment and Supplies

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the Bid of Ten-8 Fire Equipment, Inc. (hereinafter "Contractor") to supply Fire Equipment and Supplies to the County pursuant to County Proposal Number **12-0806** (hereinafter "ITB"), -closing dated March 21, 2012 and Contractor's March 19, 2012 ITB response thereto with all County ITB provisions governing.

Special Clauses:

Public Records

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY.

Prohibition against Contingent Fees

The CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

This Contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

This Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

The failure of any party hereto at any time to enforce any of the provisions of this Contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Contract.

During the term of this Contract the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance.

A copy of the Contractor's signed Proposal is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: N/A

No financial obligation shall accrue against the County until Contractor shall make delivery pursuant to order of the County Procurement Services Director.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **June 12, 2012** through **June 30, 2013** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Proposal.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: *Rosanna Johnson*
Senior Contracting Officer

Date: *June 12, 2012*

Distribution: Original-Bid File
Copy-Contractor
Copy-Public Safety



LAKE COUNTY
FLORIDA

INVITATION TO BID (ITB)
FIRE EQUIPMENT AND SUPPLIES

ITB Number: 12-0806 Contracting Officer: Roseann Johnson
Bid Due Date: March 21, 2012 Pre-Bid Conf. Date: Not applicable
Bid Due Time: 3:00 pm ITB Issue Date: February 16, 2012

TABLE OF CONTENTS	
SECTION 1: Special Terms and Conditions	Pages 2-16
SECTION 2: Statement of Work	Pages 17-18
SECTION 3: General Terms and Conditions	Pages 19-22
SECTION 4: Pricing/Certifications/Signatures	Pages 23-91
SECTION 5: Attachments	Pages 92-93

SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this ITB
Certificate of Competency/License:	Not applicable to this ITB
Indemnification/Insurance:	See Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable to this ITB

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service.
- Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: TEN-8 FIRE EQUIPMENT, INC. Phone Number: (800)228-8368
E-mail Address: msims7@verizon.net Contact Person: [Signature]

Section 1.1: Purpose

The purpose of this solicitation is to establish a term and supply contract for the purchase of equipment, supplies and services as needed for the Department of Public Safety, Fire Services Division and the Fleet Division in conjunction with the County's needs.

This is an indefinite quantity contract with no guarantee goods or services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the bid due date.

Roscann Johnson, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839
Fax : 352.343.9473
E-mail: rjohnson@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award in the County's Best Interests

As the best interest of the County may require, the County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; with one or more suppliers; to reject any and all offers or waive any minor irregularity or technicality in bids received.

A primary, secondary and third vendor may be awarded contracts per line item. The Department of Public Safety may require special quotes and contact all vendors under contract if discounts and pricing structures are equal or if stocking issues are concerns.

Section 1.4: Pre-Bid Conference / Site Visits

Not applicable to this solicitation

Section 1.5: Term of Contract – Twelve (12) Months

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew for four (4) Additional One (1) Year Period(s) (With Manufacturers Price Adjustment)

Prior to, or upon completion, of the initial term of the contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County will consider adjustment to price based on an applicable Manufacturers Price Increase evidenced by appropriate manufacturer documentation submitted to the County by the vendor in a timely manner.

It is the vendor's responsibility to request any pricing adjustment in writing under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's written request for adjustment shall be submitted prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. If no written adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment - Periodic Invoices For Completed Purchases

The vendor(s) shall submit invoices to the County user department(s) after each individual purchase has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment,

and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
-----------------------	-------------

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law

requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____
 Garage Keepers Liability at coverage value: \$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
 FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
 P.O. BOX 7800
 TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Completion of Work From Date Of Purchase Order

The vendor shall state in its offer the number of calendar days from the date of the purchase order in which it will guarantee to complete the work. Time for completion may be considered a factor in determining the successful vendor if so stipulated in Section 1.3 entitled "Method of Award". Deliveries shall be made within ten (10) working days on orders for stock. Deliveries for emergency orders shall be within forty-eight (48) hours. No stock deliveries will be accepted on Saturdays, Sundays, or County Holidays.

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days stated in its offer, or the "not-to-exceed" timeframe cited above, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract

specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.10.1: Shipping Terms, F.O.B. Destination- Inside Delivery

The F.O.B. point for any product ordered as a result of this solicitation shall be **F.O.B.: DESTINATION – INSIDE DELIVERY**. The title for each item will pass from the contractor to the County only after the County receives AND accepts each item. Delivery will not be complete until the County has accepted each item. Delivery to a common carrier shall not constitute delivery to the County. Any transportation dispute shall be between the contractor and the carrier. The County will not consider any bid or proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

Section 1.11: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

Section 1.11.1: Deficiencies in Work to be Corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within ten (10) calendar days after such rejected defects,

deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.12: Warranty

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

Section 1.13 Deliveries and Completion of Solicitation Response

Section 1.13.1: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.13.2: Completion Requirements for Invitation to Bid

Two (2) signed original bids and three (3) complete copies of the bid submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include

proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid (Number).\" Do not indicate bid prices on literature.

Specific Completion Directions:

- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

Section 1.14: Availability of Contract to Other County Departments

Although this solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the vendor(s) at the contract price(s) established herein. Under these circumstances, a contract modification shall be issued by the County identifying the requirements of the additional County department(s).

Section 1.15: Business Hours of Operations

No work shall be done on Saturday, Sunday, or on any days between the hours of 5:01 P.M. and 7:59 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County Department representative. No overtime work shall be started without prior approval of the immediate project manager or his/her designated representative.

Section 1.16: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.17: Demonstration of Equipment May Be Required During Evaluation

After receipt of offers by the County, the vendors may be required to demonstrate their specifically offered equipment to cognizant County personnel, at no separate cost. The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the vendor of such in writing and will specify the date, time and location of the demonstration. If the vendor fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that vendor's offer, or to re-schedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

The equipment used for the demonstration shall be the same as the manufacturer's model identified in the vendor's offer. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the vendor during the contract period shall conform to the equipment used in the demonstration. The vendor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

Section 1.18: "Equal" Product Can be Considered

If a product or service requested by this ITB has been identified in the specifications by a brand name, and has not been notated as a "No Substitute" item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. Vendors offering an alternate product will be considered for award if such product is clearly identified in the bid or proposal and is determined by the County to fully meet the salient characteristic requirements listed in the specifications. An alternate product will not be considered for any item notated "No Substitute".

Unless the vendor clearly indicates in its bid or proposal that it is proposing an alternate product, the bid or proposal shall be considered as offering the same brand name referenced in the specifications.

If the vendor proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified. The evaluation of the bid or proposal and the determination as to acceptability of the alternate product or service shall be the responsibility of the County and will be based upon information furnished by the vendor. The County will not be responsible for locating or securing any information which is not included in the bid or proposal. To ensure that sufficient information is available, the vendor shall furnish as part of the bid or proposal all descriptive material necessary for the County to determine whether the product offered meets the salient characteristics required by the specifications. Failure to do so may be considered a material deviation supportive of rejection of the bid.

Section 1.19: Furnish and Install Requirements

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor shall also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as and if necessary.

Section 1.20: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.21: Patents and Royalties

A. The Contractor, without exception, shall indemnify and hold harmless the County, its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article provided by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the County's alteration of the article. The County will provide prompt written notification of a claim of copyright or patent infringement.

B. Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the County the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive full reimbursement of all monies paid to the Contractor). If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid proposal price(s) include all royalties and/or costs arising from the use of such design, device or materials in any way involved in the work.

C. The Contractor will defend, at its own expense, any action brought against the County to the extent that it is based on a claim that the article supplied by the Contractor under the contract infringes a patent, industrial design, or any other similar right, and the Contractor will pay any costs and damages finally awarded against the County in any such action, where they are attributable to any such claim, but such defense and payments are conditional on the following:

- the Contractor will be notified promptly in writing by the County of any notice of such claim received by the County, and

- the Contractor will have the sole control of the defense of any action or such claims, and all negotiations for its settlement or compromise.

Section 1.22: Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

Section 1.23: Public Records/ Copyrights

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

Section 1.24: Recycled Materials Required

This solicitation calls for the purchase of items that specify and require a stated degree of recycled material content. Vendors are required to submit, with their initial offer, a written certification attesting that the products or items offered by the vendor contain the minimum percentage of post-consumer recovered material as defined by the United States Environmental Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other cognizant regulatory agencies.

Recycling definitions:

For purposes of this solicitation, the following definitions shall apply:

- a. **"Recovered Materials"** shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.
- b. **"Recycled Product"** shall be defined as any product which is in whole or in part composed of recovered materials.
- c. **"Recyclable Product"** shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.
- d. **"Waste Reducing Products"** shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not be limited to, those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

Section 1.25: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

Section 1.26: Special Notice to Vendors Regarding Federal and/or State Requirements

Some purchase actions may be supported in whole or in part by Federal and/or State funding. Therefore, this solicitation and any resulting contract include provisions related to various specific federal and/or state requirements. All such clauses shall be considered and treated as "flow-down" clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under the contract(s) resulting from this solicitation. Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process, and throughout performance under the contract, at prime contractor and subcontractor levels. Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

1. All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
2. All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

For any construction contract supported by state funding, the vendor shall give preference to the

employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. The term “substantially equal qualifications” refers to a situation wherein the vendor cannot make a reasonable determination that the qualifications held by one person are better than the qualifications of another person. A vendor required to employ state residents must contact the Department of Economic Opportunity to post the contractor's employment needs in the state's job bank system.

Section 1.27 Catalogs

The vendor shall submit two (2) copies of the current manufacturer's price list(s) and catalog(s) with the initial offer. Note: CD's and/or thumb drives are preferred. Failure to meet this requirement may result in your offer being rejected. These documents shall be in effect at the commencement of the contract and shall remain in effect for the life of the contract; unless price escalations are specifically allowable in accordance with this contract. Discounts offered will be evaluated against these price lists and catalogs in order to determine the vendor to whom award may be made pursuant to Section 1.3 herein entitled “Method of Award”.

Upon request, the vendor shall provide additional sets of the manufacturer's product catalogs and price lists at no additional cost to the County.

Section 1.28 Hourly Rates

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

Section 1.29 Wage Rates

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the state Agency For Workforce Innovation by rule, whichever is higher.

Section 1.30 Additional Brands may be Added

Although this solicitation and resultant contract identifies specific brands to be purchased, it is hereby understood and agreed that additional brands for the same basic item may be added to this contract at the option of the County. If the pricing proposed by the vendor for the additional brands is considered to be fair and reasonable, then award may be made to the vendor through the issuance of a modification to the contract.

The incumbent vendor(s) has/have no exclusive right to provide these additional brand(s). The County may determine to obtain similarly structured pricing inputs from other vendors in response to situations where incumbent vendors do not provide for fair and reasonable pricing or for other reasons at the County's sole discretion.

Section 1.31 Repair and Parts Manuals to be Provided

The vendor shall supply the County with a minimum of one (1) comprehensive repair and parts manual which identify the component parts, and which describe the appropriate process for repairing the equipment purchased by the County in conjunction with this solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

Section 1.32 Rebates and Special Promotions

All rebates and special promotions offered by a manufacturer during the term of the contract shall be passed on by the vendor(s) to the County. It shall be the responsibility of the vendor to notify the County of such rebates and/or special promotions during the contract period.

Special promotions shall be offered by the vendor(s) to the County provided that the new price charged for the item(s) is lower than would otherwise be available through the contract. It is understood that these special promotions may be of a limited duration. At the end of such promotion, the standard contract price shall prevail.

Section 1.33 Training Courses to be Provided

The vendor shall provide an intensive training program to County employees regarding the use of the products or services supplied by the vendor in conjunction with this solicitation. The vendor shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

Section 1.34 Training Manuals to be Provided

The vendor shall supply the county with a minimum of one (1) comprehensive training manual which describe the appropriate use of the equipment purchased by the County in conjunction with this solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

SCOPE OF SERVICES

It is the intent of the County to establish a contract for our annual requirements for fire equipment and parts and/or services for the County's Public Safety Department, Fire Rescue Division.

Used, recycled, or remanufactured parts shall be used only if the using department ordering approves such parts.

Emergency/Disaster deliveries may be required during non-business hours. A contact person and telephone number shall be submitted with your bid.

The successful vendor(s) must possess all special hand tools and special equipment recommended by the equipment and part manufacturer(s) to effectively and efficiently make repairs. The successful vendor(s) must abide by OSHA requirements and the staff assigned to the County's projects shall be ASE or factory certified.

The vendor(s) shall be required to submit a written estimate on each prospective project under this contract before a work order for that specific project is issued. The estimate must reflect the regular hourly wages for each classification represented in this contract, and the percentage discounts or mark-ups for materials and equipment that were quoted by the vendor on its initial offer or the most current contract pricing. The estimate shall be itemized by the number of work hours per classification, and by the cost of materials and equipment. Lump sum estimates shall not be accepted. The County reserves the right to award the project based on the lowest written estimate, or to reject all estimates when such action is determined to be in the best interests of the County, and obtain the required services from another source of supply.

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the Public Safety Department.

It is a vendor responsibility to ensure that the County has received the latest version of any MSDS required by 29 CFR 1910.1200 with the first shipment of any hazardous material. Also, at any time the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the County with the new information relevant to the specific material.

The County's authorized representative shall generate and issue a Work Order for each project to be performed under the contract resulting from this solicitation. The Work Order shall include the location, description and plans, if necessary, covering the scope of work to be completed. The Work Order shall also include a cost estimate calculated by the County for the work listed on the Work Order. This estimate shall be based on the unit or other pricing established in the basic contract. For purposes of identification and payment, the Work Order shall be numbered and dated. The preliminary Work Order describing the description of work and cost estimates shall be issued to the vendor(s) which have been qualified to perform work under this solicitation

and resulting contract. The vendor(s) shall be required to supply the County's authorized representative with a written price offer within a time frame specified by the County. If multiple vendors are solicited, the County shall select the lowest price offer; provided that the price does not exceed the dollar estimate calculated by the County. If a single vendor is solicited, the price offer shall be evaluated and, if appropriate, accepted; provided that the price does not exceed the dollar estimate calculated by the County. The selected vendor's name shall then be entered on the Work Order and that order will then be issued to the vendor. The Work Order shall also direct the vendor to commence work on a certain day and it shall specify the amount of time allotted for completion of work covered by the Work Order. All work covered by a Work Order shall constitute a Contract Schedule.

The vendor shall be required to furnish price lists (CD's acceptable) upon request from the Public Safety Department at no charge. This price list shall provide descriptive literature, technical data and service information for items awarded. Time of delivery for these lists shall be mutually agreed upon by the vendor and the County.

Delivery Site Locations:

Fleet Division/Fire Rescue Vehicle Maintenance
25028 Kirkwood Avenue
Astatula, FL 34705

Department of Public Safety
Fire Station No. 20
37711 SR 19
Umatilla, FL 32784

Department of Public Safety
315 W Main St
Suite 411
Tavares, FL 32778

A new consolidated Fleet Garage is under construction off Highway 27 in Groveland, Florida (Fleet Management, 20415 Independence Boulevard) at the Christopher Ford Industrial Park and upon completion, the above noted Fleet division facility may be moved to that location. The County has no estimated time for completion at this time.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: Shall refer to any offer(s) submitted in response to this Invitation to Bid.

Bidder: Shall refer to anyone submitting a bid in response to an Invitation to Bid.

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

Modification: A written change to a contract.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

3.2 INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms - The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number - The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.F.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws - By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in

writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

D. Contents of Solicitation and Bidders' Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

F. Change to, Withdrawal of, or Mistake in, Bid

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

- A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of

- the form may result in the rejection of the bid.
- B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initiated in ink. Failure to comply with these requirements may cause the bid to be rejected.
 - C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
 - D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
 - E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
 - F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
 - G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
 - H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.11 AWARD

- A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
- G. The Director of Procurement Services will decide all tie bids in consonance with current written procedure in that regard.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be

governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its

power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their

respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding \$150,000, the firm awarded the agreement may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

ITB TITLE: FIRE EQUIPMENT & SUPPLIES**NOTES:**

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Each price offered in your bid shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:

No Addendum was received in connection with this ITB.

PRICING SECTION
(Note: Not in alphabetical order.)

If manufacturer listed is no longer in business, please mark an X though the name of the firm. If manufacturer listed has had a name change, please cross through vendor name and write in correct name. If you represent manufacturers that are not listed, please add additional sheets.

1. 3M COMPANY

Discount from current price list _____ %
Price List No. _____ Date of Price List _____
Warranty _____
Stocking Distributor? Yes ___ No ___
Lead time: _____
Hourly rate for repair and service \$ _____ (per hour)
Minimum order (if any) \$ _____
Handling fee if less than minimum order \$ _____
Name/Telephone/Cell/Beeper of Emergency Contact _____
Have you supplied the required Catalogs and List Price Sheets? ___ YES ___ NO

2. ABLE SHIO ME

Discount from current price list _____ %
Price List No. _____ Date of Price List _____
Warranty _____
Stocking Distributor? Yes ___ No ___
Lead time: _____
Hourly rate for repair and service \$ _____ (per hour)
Minimum order (if any) \$ _____
Handling fee if less than minimum order \$ _____
Name/Telephone/Cell/Beeper of Emergency Contact _____
Have you supplied the required Catalogs and List Price Sheets? ___ YES ___ NO

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

3. **ACTION**

Discount from current price list 35%OFF LIST % HYDRAULIC EXPANDER & PARTS 20%

Price List No. N/A Date of Price List 2008

Warranty LIMITED WARRANTY

Stocking Distributor? Yes X No

Lead time: 2 WEEKS ON STANDARD ITEMS 4-6 ON CUSTOM

Hourly rate for repair and service \$ 65.00 (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

ERMA KELLING 330-279-4242

Have you supplied the required Catalogs and List Price Sheets? X YES NO

4. **ALL STOCK**

Discount from current price list 10 OFF LIST %

Price List No. N/A Date of Price List 3/1/2012

Warranty 1-3 YEARS DEPENDS ON THE ITEM

Stocking Distributor? Yes ___ No X

Lead time: 2 WEEKS ON STANDARD ITEMS 4-6 ON CUSTOM

Hourly rate for repair and service \$ 85.00 (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

LARRY SCHEFFER 920-726-4211 EXT 121

Have you supplied the required Catalogs and List Price Sheets? X YES NO

5. **AIM**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? ___ YES ___ NO

6. **AJAX**

Discount from current price list 15 OFF LIST %

Price List No. N/A Date of Price List JANUARY 2011

Warranty 1 YEAR FROM DATE OF PURCHASE

Stocking Distributor? Yes X No ___

Lead time: 2 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ 60.00

Handling fee if less than minimum order \$ NONE

Name/Telephone/Cell/Beeper of Emergency Contact

BILL BENEDICT 847-226-6269

Have you supplied the required Catalogs and List Price Sheets? X YES ___ NO

7. **AKRON BRASS**

Discount from current price list 38 OFF LIST % PART 10% OFF LIST

Price List No. N/A Date of Price List 3/5/2012

Warranty 10 YEARS ON HANDLINE NOZZLES, 6 YEAR WARRANTY ON SCENESTAR
5 YEAR WARRANTY ON MONITORS, 10 YEAR WARRANTY ON SWING-OUT VALVES

Stocking Distributor? Yes ___ No X

Lead time: 1-2 WEEKS ON NOZZLES, 4-8 WEEKS ON MONITORS

Hourly rate for repair and service \$ 92.50 (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ 60.00

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

JUSTIN HOWELL - SALES MANAGER 330-464-7707

Have you supplied the required Catalogs and List Price Sheets? YES NO

8. **ALLEN SYSTEMS**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes No

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? YES NO

9. **ALOCOLITE**

Discount from current price list 15 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME OF ORDER

Price List No. N/A Date of Price List 2006/2012

Warranty LIFETIME LIMITED WARRANTY

Stocking Distributor? Yes No

Lead time: 2-3 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

KAREN MILLER BELLETTE - 800-752-2526, EXT. 3069

Have you supplied the required Catalogs and List Price Sheets? YES NO

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Stocking Distributor? Yes No

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? YES NO

13. **ANGUS**

Discount from current price list 40 OFF LIST % + FREIGHT TO BE DETERMINED AT
TIME OF THE ORDER

Price List No. N/A Date of Price List 2/3/2012

Warranty DEPENDS ON THE PRODUCT 2 TO 10 YEARS

Stocking Distributor? Yes No

Lead time: 4-6 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact
ED KEENAN 919-931-3966

Have you supplied the required Catalogs and List Price Sheets? YES NO

14. **ANSUL FOAMS**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes No

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact _____

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

15. **APPLECROFT**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes _____ No _____

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact _____

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

16. **B & B ENTERPRISES**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes _____ No _____

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact _____

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

17. **BIO SYSTEMS**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes _____ No _____

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? YES _____ NO _____

18. **BLACKINTON BADGES**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes _____ No _____

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? YES _____ NO _____

19. **BOUTON CO**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Stocking Distributor? Yes No

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

20. **BULLARD**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes No

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

21. **CARNS & BROTHER**

Discount from current price list 25 OFF LIST %

Price List No. 3600-01-MC Date of Price List 3600-02-MC

Warranty 5 YEARS ON THE SHELL, LIMITED LIFETIME ON THE PARTS

Stocking Distributor? Yes No

Lead time: 2-3 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ 100.00 (per hour)

Minimum order (if any) \$ 125.00

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Handling fee if less than minimum order \$ 125.00

Name/Telephone/Cell/Beeper of Emergency Contact

TAMMY ELMEN 1-877-672-3473

Have you supplied the required Catalogs and List Price Sheets? YES NO

22. **CALIFORNIA MOUNTAIN**

Discount from current price list 5 OFF LIST %

Price List No. N/A Date of Price List 10/1/2011

Warranty 1 YEAR FROM PURCHASE DATE

Stocking Distributor? Yes No

Lead time: 2-4 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

JASON SMALLWOOD 1-800-235-5741

Have you supplied the required Catalogs and List Price Sheets? YES NO

23. **CAST PRODUCTS**

Discount from current price list 35 OFF LIST %

Price List No. N/A Date of Price List 4/1/2011

Warranty 60 DAYS FROM DATE OF PURCHASE

Stocking Distributor? Yes No

Lead time: 3 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

GARY IKERD 256-777-8342

Have you supplied the required Catalogs and List Price Sheets? YES NO

24. **CHARKATE**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

25. **CHUBB (FOAM)**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

26. **CHURCHVILLE (obsolete?)**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Stocking Distributor? Yes No

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? YES NO

27. **CIRCUL AIR**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes No

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? YES NO

28. **CODE 3**

Discount from current price list 35 OFF LIST _____ % PARTS 10% OFF LIST

Price List No. N/A _____ Date of Price List 7/11/2011 _____

Warranty 1 YEAR FROM DATE OF PURCHASE 5 YEAR ON LED

Stocking Distributor? Yes No

Lead time: 1-4 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A _____ (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ 30.00 _____

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Handling fee if less than minimum order \$ 10.00

Name/Telephone/Cell/Beeper of Emergency Contact

JAMES BAKER 314-426-2700 EXT 1292

Have you supplied the required Catalogs and List Price Sheets? YES NO

29. COLLIN AXES

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes No

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? YES NO

30. COLLINS DYNAMICS (Rom Corporation)

Discount from current price list 10 OFF LIST %

Price List No. N/A Date of Price List 3/1/2012

Warranty 5 YEARS ON LIGHT 2 YEARS ON COMPONENTS

Stocking Distributor? Yes No

Lead time: 2 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ 150.00 (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Ccll/Bccper of Emergency Contact

CAMERON BLAIN 267-495-9140

Have you supplied the required Catalogs and List Price Sheets? YES NO

31. COUNCIL TOOLS

Discount from current price list 25 OFF LIST %

Price List No. N/A Date of Price List 6/1/2011

Warranty LIFETIME ON TOOLING; REPLACEMENT HANDLES FOR PURCHASE

Stocking Distributor? Yes No X

Lead time: 2 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ 175.00

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

MARGO COUNCIL 866-646-3011 EXT 10

Have you supplied the required Catalogs and List Price Sheets? X YES NO

32. CUTTERS EDGE

Discount from current price list 10 OFF LIST %

Price List No. N/A Date of Price List 5/1/2011

Warranty 2 YEAR LIMITED WARRANTY

Stocking Distributor? Yes X No

Lead time: DEPENDS ON THE ITEMS ORDERED

Hourly rate for repair and service \$ 75.00 (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

TOM RUZICH PRESIDENT 541-519-6895

Have you supplied the required Catalogs and List Price Sheets? X YES NO

33. CW NEILSEN

Discount from current price list %

Price List No. Date of Price List

Warranty

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? ___ YES ___ NO

34. **GORMAN RUPP PUMPS**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? ___ YES ___ NO

35. **DARLEY & CO**

Discount from current price list 5 OFF LIST %

Price List No. #257 Date of Price List 1/1/2011

Warranty VARIES BY THE MANUFACTURER

Stocking Distributor? Yes ___ No X

Lead time: DEPENDS ON THE ITEMS ORDERED

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ 30.00

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

GLENN COSTA 708-273-6913 EXT 319

Have you supplied the required Catalogs and List Price Sheets? YES NO

36. **DAVID CLARK**

Discount from current price list 10 OFF LIST %

Price List No. N/A Date of Price List 2007/2012

Warranty 5 YEARS ON HEADSET STATIONS/HEADSETS, CABLES, SPARE PARTS 1 YEAR

Stocking Distributor? Yes No

Lead time: DEPENDS ON THE ITEMS STOCK ITEMS 7-10 DAYS

Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ 275.00

Handling fee if less than minimum order \$ 275.00

Name/Telephone/Cell/Beeper of Emergency Contact

BILL HOLDEN 1-800-298-6235

Have you supplied the required Catalogs and List Price Sheets? YES NO

37. **DB SMITH INDIAN TANKS**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes No

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES NO

38. **DICKE TOOL**

Discount from current price list _____ %
 Price List No. _____ Date of Price List _____
 Warranty _____
 Stocking Distributor? Yes ___ No ___
 Lead time: _____
 Hourly rate for repair and service \$ _____ (per hour)
 Minimum order (if any) \$ _____
 Handling fee if less than minimum order \$ _____
 Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? ___ YES ___ NO

39. **DREXEL**

Discount from current price list _____ %
 Price List No. _____ Date of Price List _____
 Warranty _____
 Stocking Distributor? Yes ___ No ___
 Lead time: _____
 Hourly rate for repair and service \$ _____ (per hour)
 Minimum order (if any) \$ _____
 Handling fee if less than minimum order \$ _____
 Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? ___ YES ___ NO

40. **DUO SAFETY**

Discount from current price list 10 OFF LIST % +FREIGHT TO BE DETERMINED AT TIME
 OF THE ORDER
 Price List No. N/A Date of Price List 9/1/2011
 Warranty 2 YEARS FROM DATE OF PURCHASE

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Stocking Distributor? Yes _____ No

Lead time: 2-3 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$50.00 (per hour)

Minimum order (if any) \$ 40.00 FOR PARTS 150.00 FOR LADDERS

Handling fee if less than minimum order \$ 30.00

Name/Telephone/Cell/Beeper of Emergency Contact

SANDRA VANDERSTEE 920-231-2740

Have you supplied the required Catalogs and List Price Sheets? YES _____ NO

41. **EDISON**

Discount from current price list 20 OFF LIST %

Price List No. N/A Date of Price List 1/1/2012

Warranty N/A

Stocking Distributor? Yes No _____

Lead time: 1-2 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

EDISON COMPANY 1-800-643-9035

Have you supplied the required Catalogs and List Price Sheets? YES _____ NO

42. **EDWARDS AND CROMWELL**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes _____ No _____

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

43. EDWARDS MFG

Discount from current price list 5 OFF LIST %

Price List No. N/A Date of Price List 2/1/2011

Warranty N/A

Stocking Distributor? Yes _____ No X

Lead time: 2 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

BECKY DILLON 330-823-2103

Have you supplied the required Catalogs and List Price Sheets? X YES _____ NO

44. ELKHART BRASS

Discount from current price list 40 OFF LIST %

Price List No. F-2 R.2 Date of Price List 2/1/2012

Warranty 5 YEARS NOZZLES, MONITORS AND APPLIANCES, 10 YEARS UNIBODY

VALVES & CONTROLLERS

Stocking Distributor? Yes X No _____

Lead time: 3-4 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ 82.50 (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ 50.00

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

TTM DOANE ELKHART BRASS OEM REGIONAL MANAGER CELL (407)312-1691

Have you supplied the required Catalogs and List Price Sheets? X YES _____ NO

45. ETI EMERGENCY TECHNOLOGY

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes _____ No _____

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

46. EXTENDA LITE (Akron)Discount from current price list 30 OFF LIST % PARTS 10%Price List No. N/A Date of Price List 3/5/2012Warranty 5 YEARS FROM DATE OF PURCHASEStocking Distributor? Yes _____ No XLead time: 1-2 WEEKS FROM ORDER DATEHourly rate for repair and service \$ 92.50 (per hour) ESTIMATE PRIOR TO REPAIRMinimum order (if any) \$ 60.00Handling fee if less than minimum order \$ N/AName/Telephone/Cell/Beeper of Emergency Contact
JUSTIN HOWELL 330-464-7707

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

47. FEDERAL SIGNAL CORPDiscount from current price list 30 OFF LIST % PARTS 10%Price List No. M100 Date of Price List 1/1/2012Warranty 1 YR. ON LABOR, 3 YRS. ON PARTS, LED PRODUCTS: 1 YR. LABOR, 5 YRS. PARTS

Stocking Distributor? Yes ___ No X

Lead time: 3 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

JAN HEIDEMAN 708-534-4755

Have you supplied the required Catalogs and List Price Sheets? X YES ___ NO

48. **FIRE HOOKS UNLIMITED**

Discount from current price list 5 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME
OF THE ORDER

Price List No. N/A Date of Price List 3/15/2012

Warranty LIMITED DEPENDS ON THE PRODUCT

Stocking Distributor? Yes X No

Lead time: 2-3 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ 65.00 (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

BOB FARRELL 732-280-7737

Have you supplied the required Catalogs and List Price Sheets? X YES ___ NO

49. **FIREDEX**

Discount from current price list 30 OFF LIST %

Price List No. N/A Date of Price List 2/28/2012

Warranty FREE FROM DEFECTS IN WORKMANSHIP & MATERIALS

Stocking Distributor? Yes ___ No X

Lead time: 6 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ SEE HANDLING FEE

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Handling fee if less than minimum order \$ 25.00 FOR ANY ORDER LESS THAN \$250.00

Name/Telephone/Cell/Beeper of Emergency Contact

ALLEN ROM 800-241-6563 EXT 312

Have you supplied the required Catalogs and List Price Sheets? YES NO

50. **FIRE POWER**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes _____ No _____

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? YES NO

51. **FIREQUIP**

Discount from current price list COST + 20 _____ % + FREIGHT TO BE DETERMINED AT TIME OF THE ORDER

Price List No. N/A Date of Price List 2/1/2012

Warranty 5 YEAR ON BOOSTER/MAXIFLEX 10 YEAR ON D/J 5 YEAR ON TPU LINED

Stocking Distributor? Yes No _____

Lead time: 3-4 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ 60.00 (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

SAM CAMPBELL 800-334-6823

Have you supplied the required Catalogs and List Price Sheets? YES NO

52. **FOLD A TANK**

Discount from current price list 22 OFF LIST % + FREIGHT TO BE DETERMINED
AT TIME OF ORDER

Price List No. N/A Date of Price List 4/1/2012

Warranty LIMITED LIFETIME TANKS, 3 YEARS ON STRAINERS AND PARTS

Stocking Distributor? Yes ___ No X EVERYTHING IS MADE TO ORDER

Lead time: 2-3 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ 34.00 (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ NONE

Handling fee if less than minimum order \$ NONE

Name/Telephone/Cell/Beeper of Emergency Contact

JAN CHRISTENSEN PRESIDENT 309-737-6454

Have you supplied the required Catalogs and List Price Sheets? X YES ___ NO

53. **GEMTOR**

Discount from current price list 15 OFF LIST % + FREIGHT TO BE DETERMINED AT THE
TIME OF ORDER

Price List No. N/A Date of Price List 7/1/2008

Warranty N/A

Stocking Distributor? Yes ___ No X

Lead time: 1 WEEK FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ 75.00

Handling fee if less than minimum order \$ NONE

Name/Telephone/Cell/Beeper of Emergency Contact

RUTH ULLRICH 800-405-9498 EXT 12

Have you supplied the required Catalogs and List Price Sheets? X YES ___ NO

54. **GLASSMASTER WEHR**

Discount from current price list 10 OFF LIST %

Price List No. N/A Date of Price List 6/2011

Warranty 5 YEARS FROM DATE OF PURCHASE

Stocking Distributor? Yes No

Lead time: 2 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

KYLE WEIR 1-800-457-4527

Have you supplied the required Catalogs and List Price Sheets? YES NO

55. **GLOBE**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes _____ No _____

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES NO

56. **GLOVE CORP**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes _____ No _____

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

57. **HALE FIRE PUMPS**

+ FREIGHT TO BE DETERMINED AT TIME

Discount from current price list 5 OFF LIST % PARTS ^{OF THE ORDER} 10% OFF LIST

Price List No. N/A Date of Price List 1/1/2012

Warranty HP SERIES PUMPS ARE 3 YEARS PORTABLE PUMPS ARE 2 YEARS PARTS 2 YEARS

Stocking Distributor? Yes No

Lead time: 3-4 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ 80.00 (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

RUSS WALKER 800-553-3569

Have you supplied the required Catalogs and List Price Sheets? YES _____ NO

58. **HANNAY REELS**

+ FREIGHT TO BE DETERMINED AT TIME OF

Discount from current price list 13 OFF LIST % THE ORDER

Price List No. N/A Date of Price List 2/1/2011

Warranty 2 YEARS FROM DATE OF PURCHASE

Stocking Distributor? Yes _____ No

Lead time: 3-4 WEEKS FROM ORDER DATE PARTS 5 DAYS

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

KIM WINNIE 877-467-3357

Have you supplied the required Catalogs and List Price Sheets? YES _____ NO

59. HARRINGTONDiscount from current price list 30 OFF LIST %Price List No. N/A Date of Price List 3/1/2011Warranty 1 YEAR FROM DATE OF PURCHASEStocking Distributor? Yes No Lead time: 1-3 WEEKS FROM ORDER DATE NON STANDARD ITEMS 4-6 WEEKSHourly rate for repair and service \$ N/A (per hour)Minimum order (if any) \$ N/AHandling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

DAVE HARRINGTON 800-553-0078Have you supplied the required Catalogs and List Price Sheets? YES NO60. HAZARD CONTROLDiscount from current price list 10 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME OF THE ORDERPrice List No. N/A Date of Price List 3/1/2009Warranty 15 YEARS FROM DATE OF PURCHASEStocking Distributor? Yes No Lead time: 1 WEEK FROM ORDER DATEHourly rate for repair and service \$ N/A (per hour)Minimum order (if any) \$ 5 GALLON PAIL OF PRODUCTHandling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

CARL SMITH 678-521-5057Have you supplied the required Catalogs and List Price Sheets? YES NO61. HEBERTDiscount from current price list 20 OFF LIST %Price List No. N/A Date of Price List 1/1/2012Warranty 5 YEARS FROM DATE OF PURCHASE

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Stocking Distributor? Yes ___ No

Lead time: 3 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

JOHN HEBERT 206-243-5001

Have you supplied the required Catalogs and List Price Sheets? YES ___ NO

62. HOLMATRO

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? YES ___ NO

63. HUMAT

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

64. **HUSKY**

Discount from current price list 22 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME OF THE ORDER

Price List No. N/A Date of Price List 1/1/2012

Warranty LIFETIME WARRANTY ON WELDS AND WELDED SEAMS 3 YEAR WARRANTY ON STRAINERS

Stocking Distributor? Yes _____ No X

Lead time: 2 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact
JAY CLAEYS 918-798-4415

Have you supplied the required Catalogs and List Price Sheets? X YES _____ NO

65. **HYDRA SHIELD**

Discount from current price list 10 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME OF THE ORDER

Price List No. N/A Date of Price List 2/1/2012

Warranty 1 YEAR FROM DATE OF PURCHASE

Stocking Distributor? Yes X No _____

Lead time: 1 WEEK FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ 4 VALVES A YEAR TO REMAIN A DEALER

Handling fee if less than minimum order \$ 36.00 PER VALVE ESTIMATE PRIOR TO REPAIR

Name/Telephone/Cell/Beeper of Emergency Contact
TERRY MC WILLIAMS 1-800-676-0911 EXT 211

Have you supplied the required Catalogs and List Price Sheets? X YES _____ NO

66. **IMPERIAL HOSE**

Discount from current price list _____ %
 Price List No. _____ Date of Price List _____
 Warranty _____
 Stocking Distributor? Yes ___ No ___
 Lead time: _____
 Hourly rate for repair and service \$ _____ (per hour)
 Minimum order (if any) \$ _____
 Handling fee if less than minimum order \$ _____
 Name/Telephone/Cell/Beeper of Emergency Contact _____

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

67. **IOWA AMERICAN**

Discount from current price list _____ %
 Price List No. _____ Date of Price List _____
 Warranty _____
 Stocking Distributor? Yes ___ No ___
 Lead time: _____
 Hourly rate for repair and service \$ _____ (per hour)
 Minimum order (if any) \$ _____
 Handling fee if less than minimum order \$ _____
 Name/Telephone/Cell/Beeper of Emergency Contact _____

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

68. **JANESVILLE**

Discount from current price list _____ %
 Price List No. _____ Date of Price List _____
 Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? ___ YES ___ NO

69. **JUSTRITE**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? ___ YES ___ NO

70. **JV MFG**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

71. **K TOOL MFG**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes _____ No _____

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

72. **KAPPLER**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes _____ No _____

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Have you supplied the required Catalogs and List Price Sheets? YES NO

73. **KENDALL PRODUCTS**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes No

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? YES NO

74. **KOCHEK**

Discount from current price list 40 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME OF THE ORDER

Price List No. N/A Date of Price List 3/26/2012

Warranty 5 YEARS FROM DATE OF PURCHASE

Stocking Distributor? Yes No

Lead time: 2 WEEKS DEPENDING ON THE PRODUCT

Hourly rate for repair and service \$ 65.00 (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

DAVID MOORE 757-999-4170

Have you supplied the required Catalogs and List Price Sheets? YES NO

75. **KOEHLER MFG CO**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? ___ YES ___ NO

76. **KUSSMAUL**Discount from current price list 5 OFF LIST %Price List No. N/A Date of Price List 1/1/2012Warranty 3 YEARS ON ELECTRICAL PRODUCTS, 2 YEARS ON AUTO EJECTS, 1 YEAR ON PUMPSStocking Distributor? Yes ___ No XLead time: 3-4 WEEKS FROM ORDER DATEHourly rate for repair and service \$ N/A (per hour)Minimum order (if any) \$ N/AHandling fee if less than minimum order \$ N/AName/Telephone/Cell/Beeper of Emergency Contact
MICHAEL F. GUZMAN, DIRECTOR OF SALES 800-346-0857 EXT. 117Have you supplied the required Catalogs and List Price Sheets? X YES ___ NO77. **KWIK RAZE** HAVIS SHIELD/ROM CORP/COLLINS CORPORATIONDiscount from current price list 10 OFF LIST %Price List No. N/A Date of Price List 3/1/2012Warranty 2 YEARS FROM PURCHASE DATEStocking Distributor? Yes ___ No X EVERYTHING MADE TO ORDERLead time: 2 WEEKS FROM ORDER DATEHourly rate for repair and service \$ 60.00 (per hour) ESTIMATE PRIOR TO REPAIR

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

JENNY ADAMS 800-827-3692 EXT 244

Have you supplied the required Catalogs and List Price Sheets? YES NO

78. **LACROSSE BOOTS**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes No

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? YES NO

79. **LIFE LINERS**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes No

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

80. **LIONS UNIFORMS**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes _____ No _____

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

81. **LOUIS PRYER**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes _____ No _____

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

82. **LOWELL**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? ___ YES ___ NO

83. **MAG INSTRUMENTS**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? ___ YES ___ NO

84. **MANN AXE**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

85. **MARS SIGNAL LIGHT**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

86. **MCPRODUCTS**

Discount from current price list 20 OFF LIST % PARTS 10% OFF LIST

Price List No. N/A Date of Price List 1/1/2004

Warranty 2 YEARS FROM DATE OF PURCHASE

Stocking Distributor? Yes X No ___

Lead time: 1 WEEK FROM ORDER DATE

Hourly rate for repair and service \$ 55.00 (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

JENNIVER RICCOBONO 800-843-6465

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Have you supplied the required Catalogs and List Price Sheets? YES NO

87. **MILWAUKEE STRAP** R&B FABRICATIONS

Discount from current price list 10 OFF LIST %

Price List No. N/A Date of Price List 2/17/2012

Warranty LIFETIME ON WORKMANSHIP

Stocking Distributor? Yes No STOCK ITEMS ONLY

Lead time: 2-3 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ 60.00

Handling fee if less than minimum order \$ 7.00

Name/Telephone/Cell/Beeper of Emergency Contact

CUSTOMER SERVICE LIZ 419-594-2743

Have you supplied the required Catalogs and List Price Sheets? YES NO

88. **MORAN (FLASII)**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes No

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES NO

89. **MORNING PRIDE**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact
_____Have you supplied the required Catalogs and List Price Sheets? ___ YES ___ NO90. MSADiscount from current price list 15 OFF LIST %Price List No. 5555-293-MC Date of Price List 1/1/2012Warranty VARIES FROM PRODUCT TO PRODUCTStocking Distributor? Yes ___ No XLead time: 1-7 WEEKSHourly rate for repair and service \$ 100.00 (per hour)Minimum order (if any) \$ 125.00Handling fee if less than minimum order \$ 125.00Name/Telephone/Cell/Beeper of Emergency Contact
TAMMY ELMEN 1-877-672-3473Have you supplied the required Catalogs and List Price Sheets? X YES ___ NO91. NATALE (CIRCLE D)Discount from current price list 10 OFF LIST %Price List No. N/A Date of Price List 1/1/2011Warranty NONEStocking Distributor? Yes ___ No XLead time: 1 WEEK FROM ORDER DATEHourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Minimum order (if any) \$ 60.00

Handling fee if less than minimum order \$ 60.00

Name/Telephone/Cell/Beeper of Emergency Contact

JOHN COCOZZO 201-933-5500 EXT 10

Have you supplied the required Catalogs and List Price Sheets? YES NO

92. NATIONAL FIRE HOSE ALL AMERICAN HOSE/SNAPTITE/PONN

Discount from current price list 40 OFF LIST % +FREIGHT TO BE DETERMINED AT TIME OF THE ORDER

Price List No. N/A Date of Price List 2/1/2012

Warranty 10 YEARS FROM DATE OF PURCHASE

Stocking Distributor? Yes No

Lead time: 2-5 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A NO MINIMUM/\$6000.00 FOR FREE FREIGHT

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

CHRIS BIGGS 803-687-1098

Have you supplied the required Catalogs and List Price Sheets? YES NO

93. NOVA

Discount from current price list 20 OFF LIST %

Price List No. N/A Date of Price List 2/15/2012

Warranty SEE PAGE 1 OF THE PRICE LIST

Stocking Distributor? Yes No

Lead time: 1 WEEK FROM ORDER DATE

Hourly rate for repair and service \$ 95.00 (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ 125.00

Handling fee if less than minimum order \$ 10.00

Name/Telephone/Cell/Beeper of Emergency Contact

KIM FRITSCH 860-539-4466

Have you supplied the required Catalogs and List Price Sheets? YES NO

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

94. **NUPLA**

Discount from current price list 35 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME OF THE ORDER

Price List No. N/A Date of Price List 1/1/2012

Warranty POLICY IS ON THE BACK PAGE OF THE PRICE LIST

Stocking Distributor? Yes No

Lead time: 1 WEEK FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ 125.00

Handling fee if less than minimum order \$ 25.00

Name/Telephone/Cell/Beeper of Emergency Contact

MICHAEL GERSHON 800-872-7661

Have you supplied the required Catalogs and List Price Sheets? YES NO

95. **PACIFIC REFLEX**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes No

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? YES NO

96. **PARATECH**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? YES ___ NO ___

97. **PARTNER**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? YES ___ NO ___

98. **PAUL CONWAY SHIELDS**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

99. **PELICAN**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes _____ No _____

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

100. **PGI PROTEXALL**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes _____ No _____

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

101. **PHOENIX**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes _____ No _____

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

102. **PIERCE**

Discount from current price list COST +30 % + FREIGHT TO BE DETERMINED AT TIME OF THE ORDER

Price List No. N/A Date of Price List N/A

Warranty 90 DAYS FROM DATE OF PURCHASE

Stocking Distributor? Yes X No _____

Lead time: 3-5 DAYS IF IN STOCK

Hourly rate for repair and service \$ 90.00 (per hour) TRAVEL RATE \$60.00

Minimum order (if any) \$ 30.00

Handling fee if less than minimum order \$ 30.00

Name/Telephone/Cell/Beeper of Emergency Contact

RON RIBBENS 941-756-7779

Have you supplied the required Catalogs and List Price Sheets? _____ YES X NO

103. **PIGEON MOUNTAIN INDUSTRIES**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? ___ YES ___ NO

104. **PLANO**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? ___ YES ___ NO

105. **R & B FABRICATORS**

Discount from current price list 10 OFF LIST %

Price List No. N/A Date of Price List 2/17/2012

Warranty LIFETIME ON WORKMANSHIP

Stocking Distributor? Yes X No ___ STOCK ITEMS ONLY

Lead time: 2-3 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ 60.00

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Handling fee if less than minimum order \$ 5.00

Name/Telephone/Cell/Beeper of Emergency Contact

CUSTOMER SERVICE LISA MCNEE 419-594-2743

Have you supplied the required Catalogs and List Price Sheets? YES NO

106. **RANGER RUBBER**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes No

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? YES NO

107. **RAWHIDE FIREHOSE**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes No

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? YES NO

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

108. **REDHEAD BRASS** 1-9 PIECE 10% OFF LIST 10-24 20% OFF 25-49 30% OFF
50+ PIECE 40% OFF LIST

Discount from current price list _____ %

Price List No. N/A Date of Price List 1/1/2011

Warranty 1 YEAR FROM DATE OF PURCHASE

Stocking Distributor? Yes ___ No X

Lead time: 1-4 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ 72.00 (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

TERRIE EVANS 800-321-3501

Have you supplied the required Catalogs and List Price Sheets? X YES ___ NO

109. **REFLEXITE**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? ___ YES ___ NO

110. **RICE HYDRO CO.**

Discount from current price list 25 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME OF THE ORDER

Price List No. N/A Date of Price List 1/1/2012

Warranty 1 YEAR WARRANTY - EXCEPT ON FH3 (5 YEAR)

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Stocking Distributor? Yes No _____ SOME EXCEPTIONS APPLY SUCH AS SPECIAL ORDER UNITS

Lead time: FOR STOCK ITEMS, TYPICALLY 24 HOURS

Hourly rate for repair and service \$ 65.00 (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

ALLISON LENGENFELDER (SALES) 800-245-4777

Have you supplied the required Catalogs and List Price Sheets? YES _____ NO

111. **SCBAS**

Discount from current price list 15 OFF LIST %

Price List No. N/A Date of Price List 11/1/2008

Warranty 1 YEAR FROM DATE OF PURCHASE

Stocking Distributor? Yes No _____

Lead time: SOME PRODUCT IS CUSTOM BUILT, SOME CAN SHIP SSME/NEXT DAY

Hourly rate for repair and service \$ 70.00 (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

KEN MEANS 309-635-4774

Have you supplied the required Catalogs and List Price Sheets? YES _____ NO

112. **SCOTT AVIATION**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes _____ No _____

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

113. **SECURITEX**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes _____ No _____

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

114. **SENSIBLE MOUNTS**

Discount from current price list 15 OFF LIST % ITEMS IN YELLOW 5% OFF LIST

Price List No. N/A Date of Price List 4/1/2009

Warranty LIMITED LIFETIME

Stocking Distributor? Yes _____ No X

Lead time: 1-2 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

PHIL MCLEAN 330-659-4212

Have you supplied the required Catalogs and List Price Sheets? X YES _____ NO

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

115. SERVUS BOOTS

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? ___ YES ___ NO

116. SHELBY WOLVERINE SPECIALITY GLOVES

Discount from current price list 5 OFF LIST %

Price List No. N/A Date of Price List 8/1/2011

Warranty 1 YEAR FROM DATE OF PURCHASE

Stocking Distributor? Yes ___ No X

Lead time: 3-4 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ NO MINIMUM FROM TEN-8 STOCK

Handling fee if less than minimum order \$ 6 PAIR ON NON STOCK ITEMS

Name/Telephone/Cell/Beeper of Emergency Contact

TOM RAGAN 800-888-3598

Have you supplied the required Catalogs and List Price Sheets? X YES ___ NO

117. SNAPTITE ALL AMERICAN HOSE IS THE DIVISION

Discount from current price list 40 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME OF ORDER

Price List No. N/A Date of Price List 2/1/2012

Warranty 10 YEARS FROM DATE OF PURCHASE

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Stocking Distributor? Yes No

Lead time: 2-5 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A NO MINIMUM/\$6000.00 FOR FREE FREIGHT

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

CHRIS BIGGS 803-687-1098

Have you supplied the required Catalogs and List Price Sheets? YES NO

118. **SNORKEL**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes No

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? YES NO

119. **SOUTH PARK**

Discount from current price list 20 OFF LIST %

Price List No. N/A Date of Price List 1/1/2012

Warranty 1 YEAR FROM DATE OF PURCHASE

Stocking Distributor? Yes No

Lead time: DEPENDS ON THE PART

Hourly rate for repair and service \$ 65.00 (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

ERICK SCHMIDT 651-455-4510

Have you supplied the required Catalogs and List Price Sheets? YES NO

120. **SIGNAL VEHICLE PRODUCTS**

Discount from current price list 20 OFF LIST %

Price List No. N/A Date of Price List 11/1/2011

Warranty SEE PRICE LIST FOR WARRANTY INFO

Stocking Distributor? Yes No

Lead time: DEPENDS ON THE PART

Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

PETE YATES 727-237-5262

Have you supplied the required Catalogs and List Price Sheets? YES NO

121. **CLASS ONE (SPAN INSTRUMENTS)**

Discount from current price list 10 OFF LIST %

Price List No. N/A Date of Price List 1/1/2012

Warranty 2 YEARS FROM DATE OF PURCHASE

Stocking Distributor? Yes No

Lead time: 2-4 WEEKS FROM DATE OF ORDER

Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

RUSS WALKER 352-629-5020

Have you supplied the required Catalogs and List Price Sheets? YES NO

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

122. **SPUMIFER**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? ___ YES ___ NO

123. **SUPERVAC**

Discount from current price list 25 OFF LIST %

Price List No. N/A Date of Price List 1/1/2012

Warranty 5 YEARS FROM DATE OF PURCHASE

Stocking Distributor? Yes ___ No X

Lead time: 4-5 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ 70.00 (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

JON MOORE 800-525-5224

Have you supplied the required Catalogs and List Price Sheets? X YES ___ NO

124. **TNT TOOLS**

Discount from current price list 2 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME OF THE ORDER

Price List No. N/A Date of Price List 4/15/2011

Warranty 30 DAYS FROM DATE OF PURCHASE

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Stocking Distributor? Yes ___ No X

Lead time: 1-2 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

MARK TRUJILLO 303-794-4741

Have you supplied the required Catalogs and List Price Sheets? X YES ___ NO

125. **TASK FORCE TIPS**

Discount from current price list 11 OFF LIST % PARTS 5% OFF LIST

Price List No. N/A Date of Price List 5/1/2011

Warranty 5 YEAR LIMITED

Stocking Distributor? Yes X No ___

Lead time: 2-4 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ 85.00 (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

CHRIS CARSON 919-815-0081

Have you supplied the required Catalogs and List Price Sheets? X YES ___ NO

126. **THOROGOOD BOOTS**

Discount from current price list 20 OFF LIST %

Price List No. N/A Date of Price List 1/23/2012

Warranty 1 YEAR FROM DATE OF PURCHASE

Stocking Distributor? Yes X No ___

Lead time: 1 WEEK FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Handling fee if less than minimum order \$ 5.00 PER ONE PAIR

Name/Telephone/Cell/Beeper of Emergency Contact

JEFF BURNS 719-337-6690

Have you supplied the required Catalogs and List Price Sheets? YES NO

127. **STREAMLIGHT**

Discount from current price list 40 OFF LIST %

Price List No. N/A Date of Price List 3/1/2012

Warranty LIMITED LIFETIME

Stocking Distributor? Yes No

Lead time: 2 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ 400.00 NO MINIMUM FROM TEN-8 STOCK

Handling fee if less than minimum order \$ 30.00

Name/Telephone/Cell/Beeper of Emergency Contact

MITCHELL POE 610-662-7247

Have you supplied the required Catalogs and List Price Sheets? YES NO

128. **SUPER FLAMEFIGHTER** SUPERIOR FLAME FIGHTER

Discount from current price list 25 OFF LIST %

Price List No. N/A Date of Price List 12/1/2011

Warranty LIMITED LIFETIME

Stocking Distributor? Yes No

Lead time: 1 WEEK FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

STEVEN PETERSON 612-810-8900

Have you supplied the required Catalogs and List Price Sheets? YES NO

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

129. **SUPERIOR PNEUMATIC**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

130. **TASKMASTER**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

131. **TEAM EQUIPMENT**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? ___ YES ___ NO

132. **TELELITE**

Discount from current price list 5 OFF LIST %

Price List No. N/A Date of Price List 2/1/2011

Warranty LIFETIME ON MFG DEFECTS FOR LIGHTING HONDA PRODUCT 3 YEARS

Stocking Distributor? Yes ___ No X

Lead time: 1-2 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ 75.00 (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ 25.00

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

KEVIN STEEVES 585-733-3863

Have you supplied the required Catalogs and List Price Sheets? X YES ___ NO

133. **TEMPEST FANS**

Discount from current price list 22 OFF LIST % SAWS & PARTS 15% OFF LIST+ FREIGHT TO BE DETERMINED AT TIME OF ORDER

Price List No. N/A Date of Price List 1/1/2012

Warranty SEE BACK OF THE CATALOG FOR ALL WARRANTIES OFFERED

Stocking Distributor? Yes X No ___

Lead time: DEPENDS ON PRODUCT ORDERED BLOWER 3-4 WEEKS PARTS 5-7 DAYS

Hourly rate for repair and service \$ 50.00 (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

800-346-2143

Have you supplied the required Catalogs and List Price Sheets? YES NO

134. **TOMAR**

Discount from current price list 10 OFF LIST %

Price List No. N/A Date of Price List 1/15/2011

Warranty 5 YR. ON MOST LED LIGHTS, 2YR, 5YR, 10 YR STROBE POWER SUPPLIES

Stocking Distributor? Yes No

Lead time: 1-2 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ 35.00 (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

CUSTOMER SERVICE DEPARTMENT SILVIA FLORES 800-338-3133

Have you supplied the required Catalogs and List Price Sheets? YES NO

135. **TOPPS**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes No

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES NO

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

136. **TURTLE PLASTICS**

Discount from current price list 10 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME OF THE ORDER

Price List No. N/A Date of Price List 7/1/2011

Warranty 5 YEARS ON TILE LIMITED CRIBBING 50 YEARS LIMITED

Stocking Distributor? Yes X No

Lead time: 1 WEEK FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

KRISTEN BOYD 440-282-8008 EXT 211

Have you supplied the required Catalogs and List Price Sheets? X YES NO

137. **UNDERWATER KINETICS**

Discount from current price list %

Price List No. Date of Price List

Warranty

Stocking Distributor? Yes No

Lead time:

Hourly rate for repair and service \$ (per hour)

Minimum order (if any) \$

Handling fee if less than minimum order \$

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? YES NO

138. **UNITY LIGHTS**

Discount from current price list %

Price List No. Date of Price List

Warranty

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Stocking Distributor? Yes No

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? YES NO

139. **YANNER**

Discount from current price list 10 OFF LIST %

Price List No. N/A Date of Price List 3/1/2012

Warranty 1 YEAR FROM THE DATE OF PURCHASE

Stocking Distributor? Yes No

Lead time: 3-4 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ 100.00 (per hour ESTIMATE PRIOR TO REPAIR)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact
DARLENE DOWELL, 614-771-3510

Have you supplied the required Catalogs and List Price Sheets? YES NO

140. **VETTER**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes No

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact _____

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

141. **WARRINGTON PRO**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes _____ No _____

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact _____

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

142. **WATEROUS PUMPS**

Discount from current price list CALL FOR PRICING _____ % PARTS 10% OFF LIST

Price List No. F1056-F1076 Date of Price List 3/1/2012

Warranty PUMPS 5 YEARS PARTS 90 DAYS

Stocking Distributor? Yes X No _____

Lead time: PUMPS 4-6 WEEKS PARTS LEAD TIMES VARY

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact _____

MAIN OFFICE 651-450-5000 SERVICE 651-450-5200

Have you supplied the required Catalogs and List Price Sheets? X YES _____ NO

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

143. WELDON

Discount from current price list 20 OFF LIST % PARTS 10% OFF LIST

Price List No. N/A Date of Price List 3/5/2012

Warranty 2-5 YEARS ON SELECTED LED LIGHTING 4 YEARS ON VMUX

Stocking Distributor? Yes ___ No X

Lead time: 2-3 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ 50.00 (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ 60.00

Handling fee if less than minimum order \$ 25.00

Name/Telephone/Cell/Beeper of Emergency Contact

, E; AMO ROGSBU 330-263-9521 JUSTIN HOWELL 330-464-7707

Have you supplied the required Catalogs and List Price Sheets? X YES ___ NO

144. WHELEN ENGINEERING

Discount from current price list 25 OFF LIST %

Price List No. PL12.OWL Date of Price List 12/22/2011 THRU 6/30/2012

Warranty SEE PRICE SHEET

Stocking Distributor? Yes X No ___

Lead time: DEPENDS ON THE ITEM

Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ 60.00

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

WHELEN 860-526-9504

Have you supplied the required Catalogs and List Price Sheets? X YES ___ NO

145. WILL BURT

Discount from current price list 10 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME OF THE ORDER

Price List No. N/A Date of Price List 4/1/2011

Warranty 2 YEARS FROM DATE OF PURCHASE

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Stocking Distributor? Yes ___ No X

Lead time: 2-3 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ 150.00 (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

JEFF MILLIGAN 330-684-5298

Have you supplied the required Catalogs and List Price Sheets? X YES ___ NO

146. **WINCO GENERATORS**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? ___ YES ___ NO

147. **WINDSOL**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

148. **WILLIAMS FOAM**

Discount from current price list 25% ABOVE COST % + FREIGHT TO BE DETERMINED AT TIME OF THE ORDER

Price List No. N/A Date of Price List 1/1/2011

Warranty 20 YEARS FROM DATE OF PURCHASE

Stocking Distributor? Yes X No _____

Lead time: 1 WEEK FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ 5 GALLONS

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact
DON LEEDY 651-336-1000

Have you supplied the required Catalogs and List Price Sheets? X YES _____ NO

149. **WORDEN**

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes _____ No _____

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? _____ YES _____ NO

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

150. ZEPHYR

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List Price Sheets? ___ YES ___ NO

151. ZIAMATIC

Discount from current price list 25 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME OF THE ORDER

Price List No. N/A Date of Price List 1/1/2012

Warranty 90 DAYS FROM DATE OF PURCHASE

Stocking Distributor? Yes ___ No X ___

Lead time: 1-15 DAYS DEPENDS ON THE ITEM

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ 25.00

Handling fee if less than minimum order \$ 5.00

Name/Telephone/Cell/Beeper of Emergency Contact
MIKE ADAMS VP 800-711-3473

Have you supplied the required Catalogs and List Price Sheets? X YES ___ NO

152. ZICO

Discount from current price list 25 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME OF THE ORDER

Price List No. N/A Date of Price List 1/1/2012

Warranty 90 DAYS FROM DATE OF PURCHASE

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Stocking Distributor? Yes ___ No X

Lead time: 1-15 DAYS DEPENDS ON THE ITEM

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ 25.00

Handling fee if less than minimum order \$ 5.00

Name/Telephone/Cell/Beeper of Emergency Contact

MIKE ADAMS VP 800-711-3473

Have you supplied the required Catalogs and List Price Sheets? X YES ___ NO

Replacement parts, repair and service not previously noted that your firm may wish to bid (attach additional sheets if necessary).

Part/Repair/Service Bidding:
FIRE.COM

Discount from current price list 15 OFF LIST %

Price List No. N/A Date of Price List 1/1/2012

Warranty 2 YEARS FROM DATE OF PURCHASE

Stocking Distributor? Yes X No ___

Lead time: 2 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ _____ (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

BARRY JACKSON 859-489-8595

Have you supplied the required Catalogs and List Price Sheets? X YES ___ NO

Will your firm accept Visa? Yes X No ___

Additional Sheet

Manufacturer: TRUE NORTH GEAR

Discount from current price list 10 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME OF THE ORDER

Price List No. N/A Date of Price List 1/1/2012

Warranty LIMITED LIFETIME

Stocking Distributor? Yes X No

Lead time: 2 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ 5.00 LESS THAN 125.00

Name/Telephone/Cell/Beeper of Emergency Contact

DREW MELSON 302-260-1100

Have you supplied the required Catalogs and List Price Sheets? X YES NO

Manufacturer: TNT RESCUE TOOLS

Discount from current price list 0 % FREIGHT IS INCLUDED

Price List No. N/A Date of Price List 3/19/2012

Warranty LIMITED LIFETIME

Stocking Distributor? Yes No X

Lead time: 3-4 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour) CONTACT DEAN SHEPARD AT SOUTHERN RESCUE TOOLS

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

DEAN SHEPARD 727-417-4511

Have you supplied the required Catalogs and List YES

Additional Sheet

Manufacturer: CET PUMPSDiscount from current price list 10 OFF LIST % OF THE ORDER +FREIGHT TO BE DETERMINED AT TIMEPrice List No. N/A Date of Price List 3/1/2012Warranty 2 YEARS ON PUMPS 2 YEARS CAPS 1 YEAR ON SKID UNITSStocking Distributor? Yes ___ No XLead time: 2-4 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ _____ (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ 400.00Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

JERRY HALPIN 845-863-9219Have you supplied the required Catalogs and List Price Sheets? X YES ___ NO**Manufacturer:** KEY FIRE HOSEDiscount from current price list 40 OFF LIST % OF THE ORDER + FREIGHT TO BE DETERMINED AT TIMEPrice List No. N/A Date of Price List 1/1/2010Warranty 10 YEARStocking Distributor? Yes X No ___Lead time: 4-6 WEEKS FROM ORDER DATEHourly rate for repair and service \$ N/A (per hour)Minimum order (if any) \$ N/AHandling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

TOBY MATTHEWS 800-447-5666Have you supplied the required Catalogs and List YES

Additional Sheet

Manufacturer: EVAC SYSTEMS

Discount from current price list 10 OFF LIST %

Price List No. 21 Date of Price List 1/1/2011

Warranty LIMITED LIFETIME

Stocking Distributor? Yes X No

Lead time: 1-3 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ 40.00

Handling fee if less than minimum order \$ 10.00

Name/Telephone/Cell/Beeper of Emergency Contact

LAURIE MCCUNE 309-235-9204

Have you supplied the required Catalogs and List Price Sheets? X YES NO

Manufacturer: PTREADE

Discount from current price list 10 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME OF THE ORDER

Price List No. N/A Date of Price List 2011

Warranty N/A

Stocking Distributor? Yes X No

Lead time: 1 WEEK FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A 640 GALLON GETS FREE FREIGHT

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

JEFFREY SHIRK 770-460-7793

Have you supplied the required Catalogs and List YES

Additional Sheet

Manufacturer:

PERFORMANCE ADVANTAGE COMPANY

Discount from current price list 10 OFF LIST %Price List No. N/A Date of Price List 11/15/2011Warranty LIMITED LIFETIMEStocking Distributor? Yes No Lead time: 1 WEEK FROM ORDER DATEHourly rate for repair and service \$ N/A (per hour)Minimum order (if any) \$ N/AHandling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

MIKE MCGUIRE 888-786-8785Have you supplied the required Catalogs and List Price Sheets? YES NO**Manufacturer:**

JUNK YARD DOG

Discount from current price list 10 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME OF THE ORDERPrice List No. N/A Date of Price List 1/25/2012Warranty LIMITED LIFETIME ON WORKMANSHIPStocking Distributor? Yes No Lead time: 2-4 WEEKS FROM ORDER DATEHourly rate for repair and service \$ N/A (per hour)Minimum order (if any) \$ N/AHandling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

TOM HURD 215-407-6903Have you supplied the required Catalogs and List YES

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Additional Sheet

Manufacturer: FIRE RESEARCH CORPORATION

+ FREIGHT TO BE DETERMINED AT TIME
OF THE ORDER

Discount from current price list 15 OFF LIST %

Price List No. N/A Date of Price List 4/1/2011

Warranty 2-5 YEARS ON LED LIGHTS

Stocking Distributor? Yes ___ No X

Lead time: 1-2 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

TOH MENG UP 516-909-2692

Have you supplied the required Catalogs and List Price Sheets? X YES ___ NO

Manufacturer: COSMAS BOOTS

Discount from current price list 20 OFF LIST %

Price List No. N/A Date of Price List 1/1/2012

Warranty 3 YEARS FROM DATE OF PURCHASE

Stocking Distributor? Yes X No ___

Lead time: 1-2 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

MARC BOUCHARD 603-292-6259

Have you supplied the required Catalogs and List YES

Additional Sheet

Manufacturer: SAVA TECHDiscount from current price list 25 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME
OF THE ORDERPrice List No. N/A Date of Price List 2012Warranty 5 YEARStocking Distributor? Yes No XLead time: 1-4 WEEKS FROM ORDER DATEHourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIRMinimum order (if any) \$ N/AHandling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

ERIK STEWART 386-760-0796Have you supplied the required Catalogs and List Price Sheets? X YES NO**Manufacturer:** TURBO DRAFTDiscount from current price list 5 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME
OF THE ORDERPrice List No. N/A Date of Price List 1/1/2012Warranty 2 YEARStocking Distributor? Yes X No Lead time: 1-2 WEEKS FROM ORDER DATEHourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIRMinimum order (if any) \$ 175.00Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

HENRY LOVETT 267-228-6098Have you supplied the required Catalogs and List YES

Additional Sheet

Manufacturer: RESCUE 42

Discount from current price list 5 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME OF THE ORDER

Price List No N/A Date of Price List 1/1/2012

Warranty 5 YEARS ON ALL BUT, STRAPS AND BAGS

Stocking Distributor? Yes ___ No X

Lead time: 2 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

LYDIA AGURKIS 888-427-3728

Have you supplied the required Catalogs and List Price Sheets? X YES ___ NO

Manufacturer: EYE SAFETY SYSTEMS

Discount from current price list 5 OFF LIST %

Price List No. N/A Date of Price List 1/1/2012

Warranty 2 YEAR LIMITED

Stocking Distributor? Yes X No ___

Lead time: 1-4 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ 325.00

Handling fee if less than minimum order \$ 15.00

Name/Telephone/Cell/Beeper of Emergency Contact

ERIN MORIATY 208-726-4072 EXT 3701

Have you supplied the required Catalogs and List YES

Additional Sheet

Manufacturer: CREW BOSS

Discount from current price list 10 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME OF THE ORDER

Price List No. N/A Date of Price List 1/1/2012

Warranty 1 YEAR FROM DATE OF PURCHASE

Stocking Distributor? Yes X No

Lead time: 4 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ 550.00

Handling fee if less than minimum order \$ 15.00

Name/Telephone/Cell/Beeper of Emergency Contact

RYAN DAVISON 541-731-9146

Have you supplied the required Catalogs and List Price Sheets? X YES NO

Manufacturer: LEADER NORTH AMERICA

Discount from current price list 25 OFF LIST %

Price List No. N/A Date of Price List 12/2011

Warranty 6 YEAR 2 YEAR ON HONDA MOTORS ONLY

Stocking Distributor? Yes X No

Lead time: 2-4 WEEKS FROM ORDER DATE

Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ NA/

Name/Telephone/Cell/Beeper of Emergency Contact

CHRIS FOX 704-348-6720

Have you supplied the required Catalogs and List YES

Additional Sheet

Manufacturer: RESCUE TECHNOLOGYDiscount from current price list 5 OFF LIST % **+ FREIGHT TO BE DETERMINED AT TIME OF THE ORDER**Price List No. N/A Date of Price List 1/27/2012Warranty LIMITED TO (1) YEARStocking Distributor? Yes No Lead time: 1-12 WEEK FROM ORDER DATEHourly rate for repair and service \$ N/A (per hour) **ESTIMATE PRIOR TO REPAIR**Minimum order (if any) \$ 125.00Handling fee if less than minimum order \$ 15.00

Name/Telephone/Cell/Beeper of Emergency Contact

BERNARD HAYNE 770-832-9694Have you supplied the required Catalogs and List Price Sheets? YES NO**Manufacturer:** NATIONAL FOAMDiscount from current price list 20 OFF LIST % **+FREIGHT TO BE DETERMINED AT TIME OF THE ORDER**Price List No. N/A Date of Price List 2/1/2011Warranty LIMITEDStocking Distributor? Yes No Lead time: 1 WEEK FROM ORDER DATEHourly rate for repair and service \$ N/A (per hour)Minimum order (if any) \$ 125.00Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

CHRIS CARSON 919-815-0081Have you supplied the required Catalogs and List YES

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process

Vendor will accept payment using the County's VISA- based electronic payment system: Yes No

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. Yes No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? Yes No (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): 03-968-0376

General Vendor Information and Bid Signature:

Firm Name: TEN-8 FIRE EQUIPMENT, INC.
 Street Address: 2904 59TH AVENUE DRIVE EAST BRADENTON, FL 34203
 Mailing Address (if different): _____
 Telephone No.: (800) 228-8368 Fax No.: (941)756-2598 E-mail: info@ten8fire.com
 FEIN No. 59 - 2812764 Prompt Payment Terms: _____ % _____ days, net 30
 Signature: Monte Sims Date: 3-19-12
 Print Name: Monte Sims Title: Sales Rep.

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

- Sole vendor Pre-qualified pool vendor based on price
 Pre-qualified pool vendor (spot bid) Primary vendor for items: _____
 Secondary vendor for items: _____ Other status: _____

Signature of authorized County official: Roseann Johnson Date: 6-12-12
 Printed name: Roseann Johnson Title: Asst. Contracting Officer
 Purchase Order Number assigned to this contract for billing purposes: TBD

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

WORK REFERENCES

Agency	VOLUSTA COUNTY FIRE SERVICE
Address	125 W. NEW YORK AVENUE, SUITE 220
City,State,ZIP	DELAND, FL 32720
Contact Person	VANN CADE
Telephone	386-527-6613
Date(s) of Service	ON-GOING
Type of Service	EQUIPMENT AND APPARATUS
Comments:	

Agency	OSCEOLA COUNTY FIRE SERVICES
Address	320 N. BEAUMONT AVENUE
City,State,ZIP	KISSIMMEE, FL 34741
Contact Person	TERIA KNICKERBOCKER
Telephone	321-624-8176
Date(s) of Service	ON- GOING
Type of Service	EQUIPMENT AND APPARATUS
Comments:	

Agency	ORANGE COUNTY FIRE SERVICE
Address	4400 VINELAND ROAD
City,State,ZIP	ORLANDO, FL 32811
Contact Person	HECTOR ACEVEDO
Telephone	407-836-8243
Date(s) of Service	ON-GOING
Type of Service	MISC. EQUIPMENT
Comments:	



CERTIFICATE OF LIABILITY INSURANCE

TEN8F-1

OP ID: RA

DATE (MM/DD/YYYY)

03/07/12

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 Gifford-Holden Ins Inc P. O. Box 428 Venice, FL 34284 Russ Gifford	941-484-0681	CONTACT NAME:	
	941-485-3835	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Valley Forge Insurance Co	NAIC # 20508
		INSURER B: National Fire Ins Co	20478
		INSURER C: Continental Casualty Co	20443
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED Ten-8 Fire Equipment Inc & Ten 8 Fire & Safety Equipment of Georgia, LLC
2904 59th Ave Dr E
Bradenton, FL 34203

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	2091595545	07/30/11	07/30/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1/2000000
GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JCT <input type="checkbox"/> LOC							
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> PIP \$10000	X	X	2071988532	07/30/11	07/30/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000	X	X	2048055914	07/30/11	07/30/12	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	2067574121	01/01/12	01/01/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Garage Liab			2071988532	07/30/11	07/30/12	Occ/Agg 1m/2m
B	GKLL			2071988532	07/30/11	07/30/12	GKLL 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Lake County, A Political subdivision of the State of Florida, and the Board of County Commissioners are included as additional insured as their interest may appear on all applicable liability policies.

CERTIFICATE HOLDER	CANCELLATION
LAKE015 Lake County, A Political Subdivision of the State of FL & the Board of County Comm PO BOX 7800 TAVARES, FL 32778-7800	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

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

Meeting Date: 6/12/2017

Prepared by: David D. Peters

Title of Item:

RESOLUTION No. 64-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE SEWAGE FORCE MAIN EASEMENT AND QUIT-CLAIM DEED WITH MARTIN COUNTY FOR OPERATION AND MAINTENANCE OF A SEWAGE FORCE MAIN AT THE WITHAM FIELD AIRPORT; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES. (RC)

Summary Explanation/Background Information on Agenda Request:

Non-Exclusive Easement and Quit-Claim Deed for the sewage force main that had to be relocated as a part of the EMAS construction at Witham Field Airport.

Funding Source:

N/A

Recommended Action:

Adopt Resolution No. 64-2017

ATTACHMENTS:

	Description	Upload Date	Type
□	R64-2017 Non-Exclusive Sewage Force Main Easement and Quit-Claim Deed Witham Field - Martin County	6/5/2017	Resolution add to Y drive
□	Non-Exclusive Sewage Force Main Easement and Quit-Claim Deed Witham Field - Martin County	6/5/2017	Attachment



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 64-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE SEWAGE FORCE MAIN EASEMENT AND QUIT-CLAIM DEED WITH MARTIN COUNTY FOR OPERATION AND MAINTENANCE OF A SEWAGE FORCE MAIN AT THE WITHAM FIELD AIRPORT; 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 authorizes the execution of Non-Exclusive Sewage Force Main and Quit-Claim Deed with Martin County on property located at Witham Field Airport for operation and maintenance of a sewage force main as noted on the attached legal description and sketch.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 64 - 2017
Witham Field Airport Sewage Force Main Easement

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

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

YES	NO	ABSENT

ADOPTED this 12th day of June, 2017.

ATTEST:

CHERYL WHITE
CITY CLERK

TROY A. MCDONALD
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

This instrument prepared by:
Jeffrey Dougherty
Engineering Department
Real Property Manager
2401 SE Monterey Road
Stuart, FL 34996

Project Name: Airport EMAS Utility Easement - 1939
PCN:

SPACE ABOVE THIS LINE FOR PROCESSING DATA

NON-EXCLUSIVE SEWAGE FORCE MAIN EASEMENT

THIS NON-EXCLUSIVE SEWAGE FORCE MAIN EASEMENT executed and delivered this ___ day of _____, 2013, by and between MARTIN COUNTY, a political subdivision of the State of Florida, whose post office address is 2401 SE Monterey Road, Stuart, Florida 34996 (hereinafter the "Grantor"), and the CITY OF STUART, a municipal corporation of the State of Florida, whose post office address is 121 SW Flagler Avenue, Stuart, Florida 34994 (hereinafter the "Grantee").

WHEREAS, Grantee has requested Grantor to grant a non-exclusive sewage force main easement (the "Easement") to Grantee on that certain land described on Exhibit "A" attached hereto and made a part hereof (the "Easement Premises"), which Easement is for the purposes of providing Grantee with access to and use of the Easement Premises for construction, maintenance and operation of a sewage force main located within the Easement Premises, subject to certain terms and conditions set forth herein, and

WHEREAS, this grant of Easement complies with Sec. 125.38, Florida Statutes.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee the Easement over, under and across and through the Easement Premises, subject to the following terms, covenants and conditions:

1. Purposes and Permitted Uses. Grantee, its agents and employees may use the Easement Premises for the construction, reconstruction, replacement, operation, maintenance and repair of a sewage force main constructed by the City of Stuart, within the Easement Premises, and for ingress and egress in, under, over, across, and through the Easement Premises as may be reasonably necessary, to carry out the purposes of his Easement.
2. Restoration of the Easement Premises. All areas disturbed by the Grantee or its agents in accomplishing the above stated purposes and permitted uses will be restored to a condition comparable to or better than that which existed at the commencement of the above-stated construction, reconstruction, replacement, operation, maintenance, and/or repair. Minimum restoration will include grading or sodding the disturbed area.

3. Notice and Approval. Prior to accessing the Easement Premises, the Grantee shall notify the Air Traffic Control Tower and Airport Director or his designee, stating the purpose of the entrance, duration thereof, equipment to be used, and such other information as the said Airport officials may require, and Grantee shall not enter the Easement Premises until authorized to do so by said Airport officials.
4. Transferability. Grantee shall not assign or otherwise transfer its interest in this Easement without the express, written consent of the Martin County Board of County Commissioners. Any attempt to assign or transfer the Easement without the required consent shall nullify the Easement and all rights thereto.
5. Relocation. If for any reason, Grantor determines that the sewage force main or any part thereof, located within the Easement Premises must be relocated, Grantee shall cause the said sewage force main, or any part thereof and the Easement Premises to be relocated at Grantee's sole cost and expense.
6. Grantor's Rights. The Grantor hereby reserves the right to full use and enjoyment of the Easement Premises except for such uses that may unreasonably interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct any building, permanent structure or obstruction over or on the Easement Premises, provided however, that none of the rights granted herein to the Grantee shall prohibit Grantor from the use and enjoyment of the Easement Premises for the purpose of providing ingress and egress to any adjoining property of Grantor.
7. Binding Effect. This Easement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, grantees, successors and assigns.
8. Covenants and Warranties. Grantor hereby covenants with the Grantee that Grantor is lawfully seized of the Easement Premises in fee simple, subject to regulatory authority of the Federal Aviation Administration, and that Grantor has good and lawful authority to grant and convey this Easement. Grantor fully warrants the title to the Easement Premises and will defend the same against the lawful claims of all persons whomsoever, except the United States of America.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS,
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN
CLERK OF THE CIRCUIT COURT

SARAH HEARD, CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

MICHAEL D. DURHAM, COUNTY ATTORNEY

Acknowledged and Accepted:
The City of Stuart, Florida, a municipal
Corporation of the State of Florida,
As Grantee

ATTEST:

By: _____
Mayor

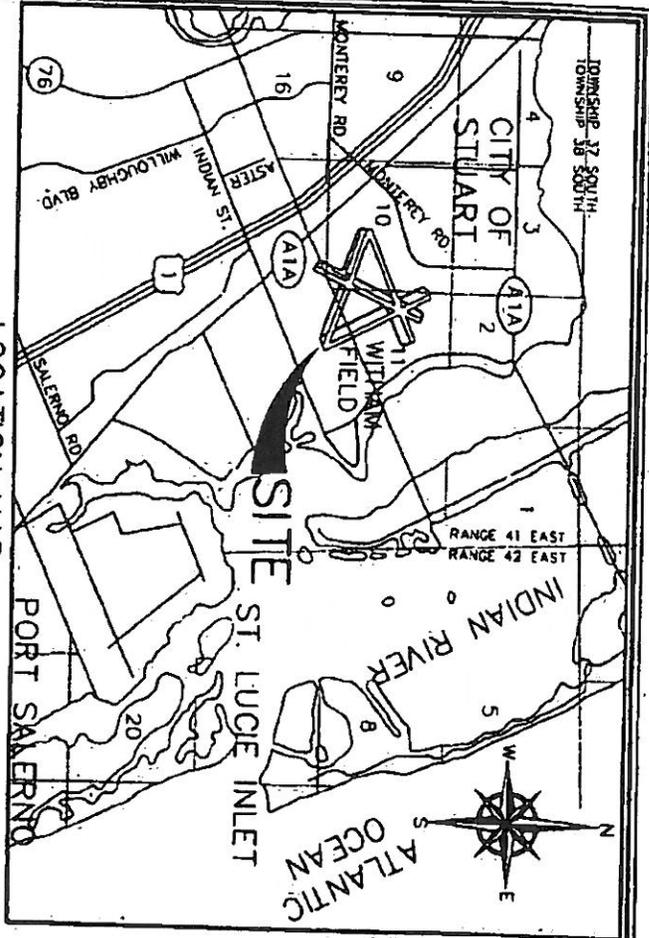
Clerk

Approved as to Form and Correctness:

City Attorney

Date: _____

EXHIBIT "A"



LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON DECEMBER 11, 2012, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY, INC.
SURVEYORS AND MAPPERS

ELIZABETH A. LINDSAY, P.E.S.
FLORIDA REGISTRATION NO. 4724

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

SURVEYOR'S NOTES

1. THE BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 83/90, FLORIDA EAST ZONE. REFERENCE A BEARING OF N25°58'46"W ALONG THE SOUTHWESTERLY LINE OF THE WITHAM FIELD AIRPORT, MARTIN COUNTY, FLORIDA.
2. THIS IS NOT A BOUNDARY SURVEY.
3. THIS SKETCH AND LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3.

SHEET NO. 1	DATE	REVISIONS
OF 3 SHEETS		
PROJECT NO. 09-56 B		

A PORTION OF WITHAM FIELD AIRPORT IN THE HANSON GRANT, MARTIN COUNTY, FL. SKETCH AND LEGAL DESCRIPTION. SEWAGE FORCE MAIN EASEMENT

DATE 12/11/2012	DATE 12/11/2012
SCALE 1"=40'	SCALE 1"=40'
DRAWN BY A.E.	CHECKED BY E.A.L.

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7825 E. JACK JAMES DRIVE, STUART, FLORIDA 34997
772-686-5723 772-686-5724 FAX
LICENSED SURVEYOR NO. 6823

LEGAL DESCRIPTION

SEWAGE FORCE MAIN EASEMENT

A 15.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE WITHAM FIELD AIRPORT PARCEL LYING IN THE HANSON GRANT, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. SAID STRIP BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2, BLOCK 45 OF THE PLAT OF PORT SEWALL, AS RECORDED IN PLAT BOOK 3, PAGE 8, PUBLIC RECORDS OF PALM BEACH, NOW MARTIN COUNTY, FLORIDA; THENCE N15°40'06"W, A DISTANCE OF 394.00 FEET TO THE MOST SOUTHWESTERLY CORNER OF SAID WITHAM FIELD AIRPORT PARCEL; THENCE N25°58'46"W ALONG THE SOUTHWESTERLY LINE OF SAID WITHAM FIELD AIRPORT PARCEL, A DISTANCE OF 740.31 FEET; THENCE N47°17'08"E, A DISTANCE OF 382.10 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF THE EXISTING SEWAGE FORCE MAIN EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2297, PAGE 1931, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND THE POINT OF BEGINNING; SAID POINT OF BEGINNING HAVING A COORDINATE VALUE OF 1033984.99 NORTH AND 911657.66 EAST, NAD 83/90; THENCE ALONG SAID EASTERLY LINE FOR THE FOLLOWING TWO (2) COURSES: (1) S64°48'28"W, A DISTANCE OF 3.96 FEET; (2) S67°10'32"W, A DISTANCE OF 16.76 FEET; THENCE N20°21'07"E, A DISTANCE OF 245.39 FEET TO AN INTERSECTION WITH SAID EASTERLY LINE OF SAID EXISTING SEWAGE FORCE MAIN EASEMENT; THENCE S24°57'02"E ALONG SAID EASTERLY LINE, A DISTANCE OF 21.10 FEET; THENCE S20°21'07"W, A DISTANCE OF 216.25 FEET TO THE POINT OF BEGINNING. CONTAINING 3,464 SQUARE FEET OR 0.080 ACRES, MORE OR LESS.

SAID EASEMENT BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

ABBREVIATIONS

- NAD NORTH AMERICAN DATUM
- NO. NUMBER
- O.R.B. OFFICIAL RECORDS BOOK
- P.L.S. PROFESSIONAL LAND SURVEYOR
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

SHEET NO. <u>2</u> OF <u>3</u> SHEETS PROJECT NO. <u>09-56 B</u>	DATE REVISIONS	A PORTION OF WITHAM FIELD AIRPORT IN THE HANSON GRANT, MARTIN COUNTY, FL SKETCH AND LEGAL DESCRIPTION SEWAGE FORCE MAIN EASEMENT	DATE <u>12/11/2012</u> SCALE <u>AS SHOWN</u> DRAWING BY <u>A.B.</u> CHECKED BY <u>K.L.</u>
B. BETSY LINDSAY, INC. SURVEYING AND MAPPING 7807 AIR JONES AVENUE SUITE 100, FLORIDA 32007 (904) 276-0753 (904) 276-0754 LICENSED SURVEYOR NO. 6833			

SHEET NO. 3
 OF 3 SHEETS
 PROJECT NO.
 09-56 B

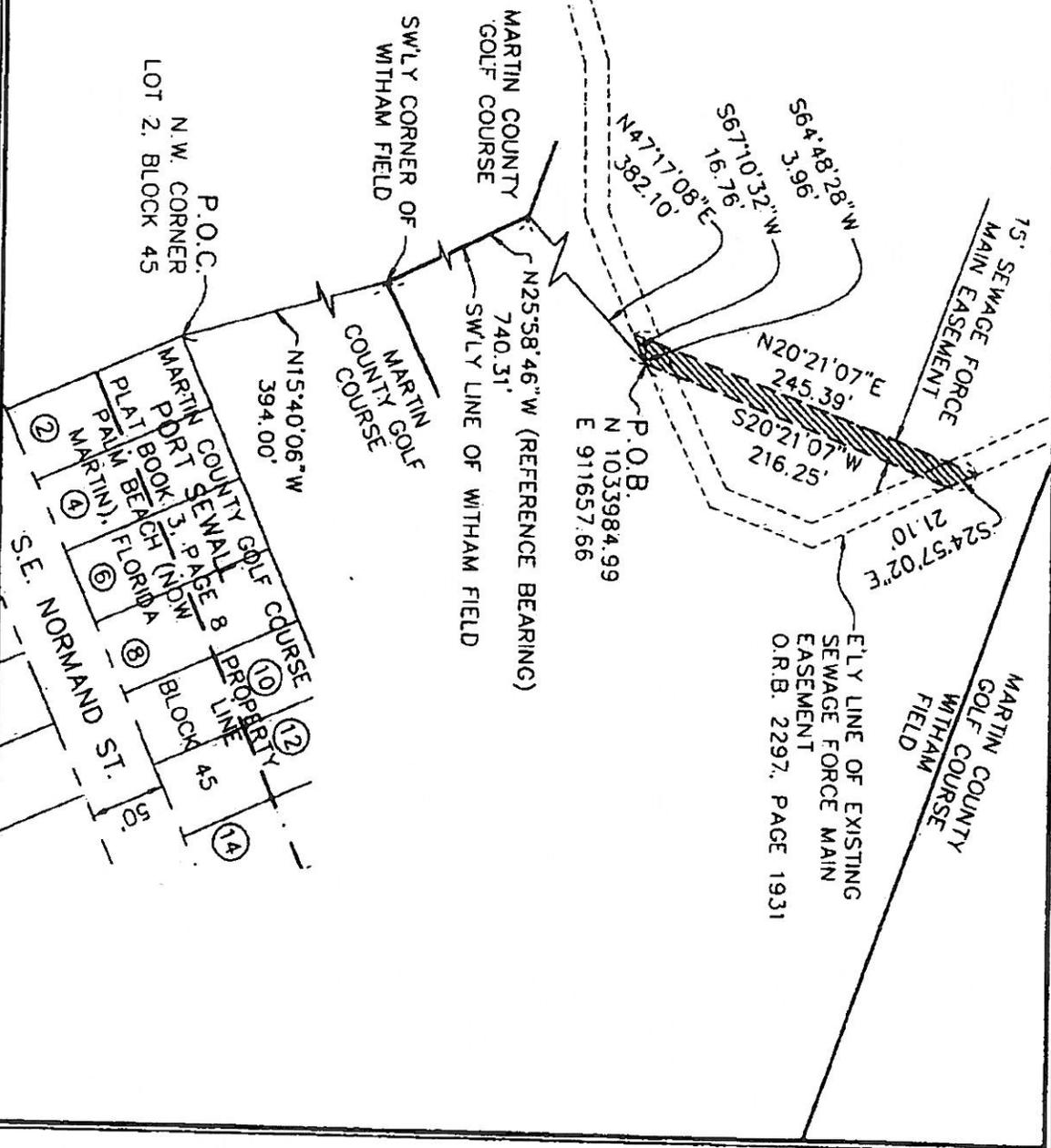
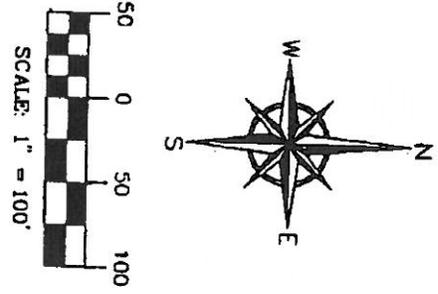
DATE	REVISIONS

A PORTION OF WITHAM FIELD AIRPORT IN THE HANSON GRANT, MARTIN COUNTY, FL
 SKETCH AND LEGAL DESCRIPTION
 SEWAGE FORCE MAIN EASEMENT

DATE: 12/21/2012
 SCALE: 1" = 100'
 DRAWING BY: B.L.
 CHECKED BY: C.A.L.

B BETSY LINDSAY, INC.
 SURVEYING AND MAPPING
 7800 NEW JERSEY EXPRESSWAY, SUITE 100, FORT WORTH, TEXAS 76116
 LICENSED SURVEYOR NO. 2003

THIS IS NOT
 A SURVEY



This instrument prepared by:
Jeffrey Dougherty
Engineering Department
Real Property Manager
2401 SE Monterey Road
Stuart, FL 34996

Project Name: Airport EMAS Utility Easement - 1939
PCN:

SPACE ABOVE THIS LINE FOR PROCESSING DATA

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, Executed this _____ day of _____, 2013, by the CITY OF STUART, a municipal corporation of the State of Florida, whose post office address is 121 SW Flagler Avenue, Stuart, Florida 34994, first party, to MARTIN COUNTY, a political subdivision of the State of Florida, whose post office address is 2401 SE Monterey Road, Stuart, Florida 34996, second party:

WITNESSETH, that the said first party, for and in consideration of the sum of \$10.00 and other good and valuable consideration to the said first party in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Martin, State of Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behalf of the said second party forever.

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

ATTEST:

THE CITY OF STUART, a municipal
Corporation of the State of Florida

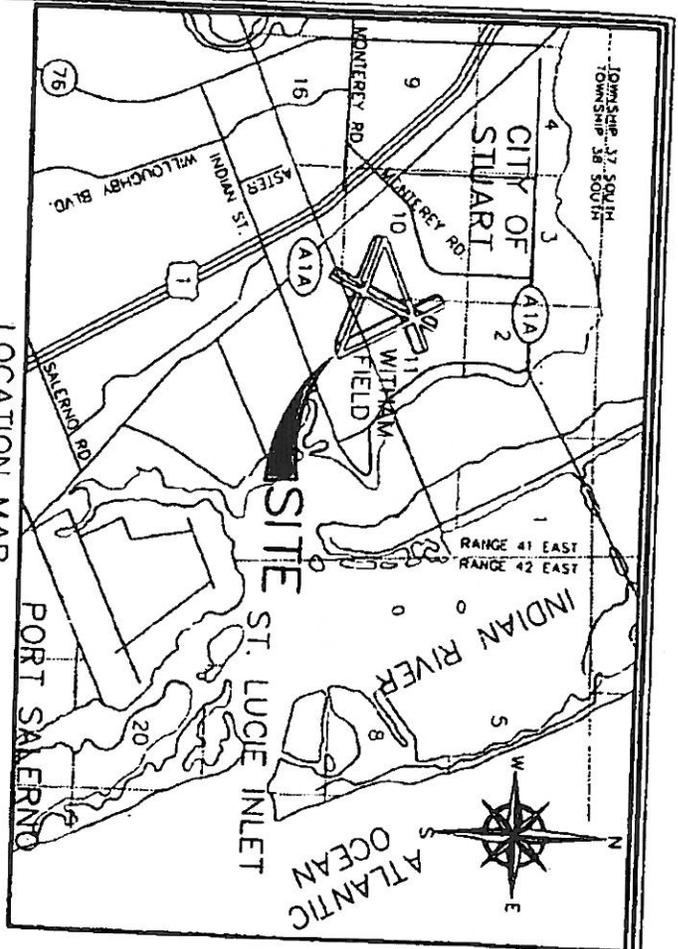
Clerk

By: _____
Mayor

Approved as to Form and Correctness:

City Attorney
67 of 169

EXHIBIT "A"



LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON DECEMBER 11, 2012, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY, INC.
SURVEYORS AND MAPPERS

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724

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

SURVEYOR'S NOTES

1. THE BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 83/90, FLORIDA EAST ZONE. REFERENCE A BEARING OF N25°58'46"W ALONG THE SOUTHWESTERLY LINE OF THE WITHAM FIELD AIRPORT, MARTIN COUNTY, FLORIDA.
2. THIS IS NOT A BOUNDARY SURVEY.
3. THIS SKETCH AND LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3.

SHEET NO. 1	DATE	REVISIONS
OF 3 SHEETS		
PROJECT NO. 09-56 B		

A PORTION OF WITHAM FIELD AIRPORT IN THE HANSON GRANT, MARTIN COUNTY, FL
SKETCH AND LEGAL DESCRIPTION
SEWAGE FORCE MAIN EASEMENT

DATE 12/11/2012	SCALE 1/8" = 1'-0"
DRAWING BY E.L.	CHECKED BY E.L.

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7817 SW JACK JAMES DRIVE, SUITE 100, GAINESVILLE, FL 32609
(770) 886-5792 (772) 338-5141
LICENSED BUSINESS NO. 882

LEGAL DESCRIPTION

SEWAGE FORCE MAIN EASEMENT

A 15.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE WITHAM FIELD AIRPORT PARCEL LYING IN THE HANSON GRANT, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. SAID STRIP BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2, BLOCK 45 OF THE PLAT OF PORT SEWALL, AS RECORDED IN PLAT BOOK 3, PAGE 8, PUBLIC RECORDS OF PALM BEACH, NOW MARTIN COUNTY, FLORIDA; THENCE N15°40'06"W, A DISTANCE OF 394.00 FEET TO THE MOST SOUTHWESTERLY CORNER OF SAID WITHAM FIELD AIRPORT PARCEL, THENCE N25°58'46"W ALONG THE SOUTHWESTERLY LINE OF SAID WITHAM FIELD AIRPORT PARCEL, A DISTANCE OF 740.31 FEET; THENCE N47°17'08"E, A DISTANCE OF 382.10 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF THE EXISTING SEWAGE FORCE MAIN EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2297, PAGE 1931, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND THE POINT OF BEGINNING, SAID POINT OF BEGINNING HAVING A COORDINATE VALUE OF 1033984.99 NORTH AND 911657.66 EAST, NAD 83/90; THENCE ALONG SAID EASTERLY LINE FOR THE FOLLOWING TWO (2) COURSES: (1) S64°48'28"W, A DISTANCE OF 3.96 FEET; (2) S67°10'32"W, A DISTANCE OF 16.76 FEET; THENCE N20°21'07"E, A DISTANCE OF 245.39 FEET TO AN INTERSECTION WITH SAID EASTERLY LINE OF SAID EXISTING SEWAGE FORCE MAIN EASEMENT; THENCE S24°57'02"E ALONG SAID EASTERLY LINE, A DISTANCE OF 21.10 FEET; THENCE S20°21'07"W, A DISTANCE OF 216.25 FEET TO THE POINT OF BEGINNING, CONTAINING 3,464 SQUARE FEET OR 0.080 ACRES, MORE OR LESS.

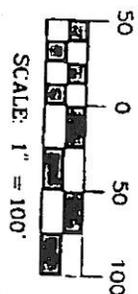
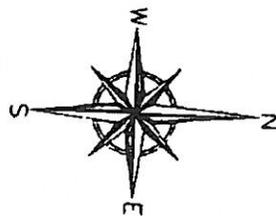
SAID EASEMENT BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

ABBREVIATIONS

- NAD NORTH AMERICAN DATUM
- N.O. NUMBER
- O.R.B. OFFICIAL RECORDS BOOK
- P.L.S. PROFESSIONAL LAND SURVEYOR
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

SHEET NO. <u>2</u> OF <u>3</u> SHEETS PROJECT NO <u>09-56 B</u>	DATE REVISIONS	A PORTION OF WITHAM FIELD AIRPORT IN THE HANSON GRANT, MARTIN COUNTY, FL SKETCH AND LEGAL DESCRIPTION SEWAGE FORCE MAIN EASEMENT	DATE <u>12/11/2012</u> SCALE AND TO SCALE DRAWING BY <u>BL</u> CHECKED BY <u>EAL</u>	B BETSY LINDSAY, INC. SURVEYING AND MAPPING 7907 HWY JACK JAMES DRIVE SUITE 100 ORLA FLORIDA 32067 (772)388-5753 (772)396-8035 FAX LICENSED SURVEYOR NO. 8450
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THIS IS NOT
A SURVEY

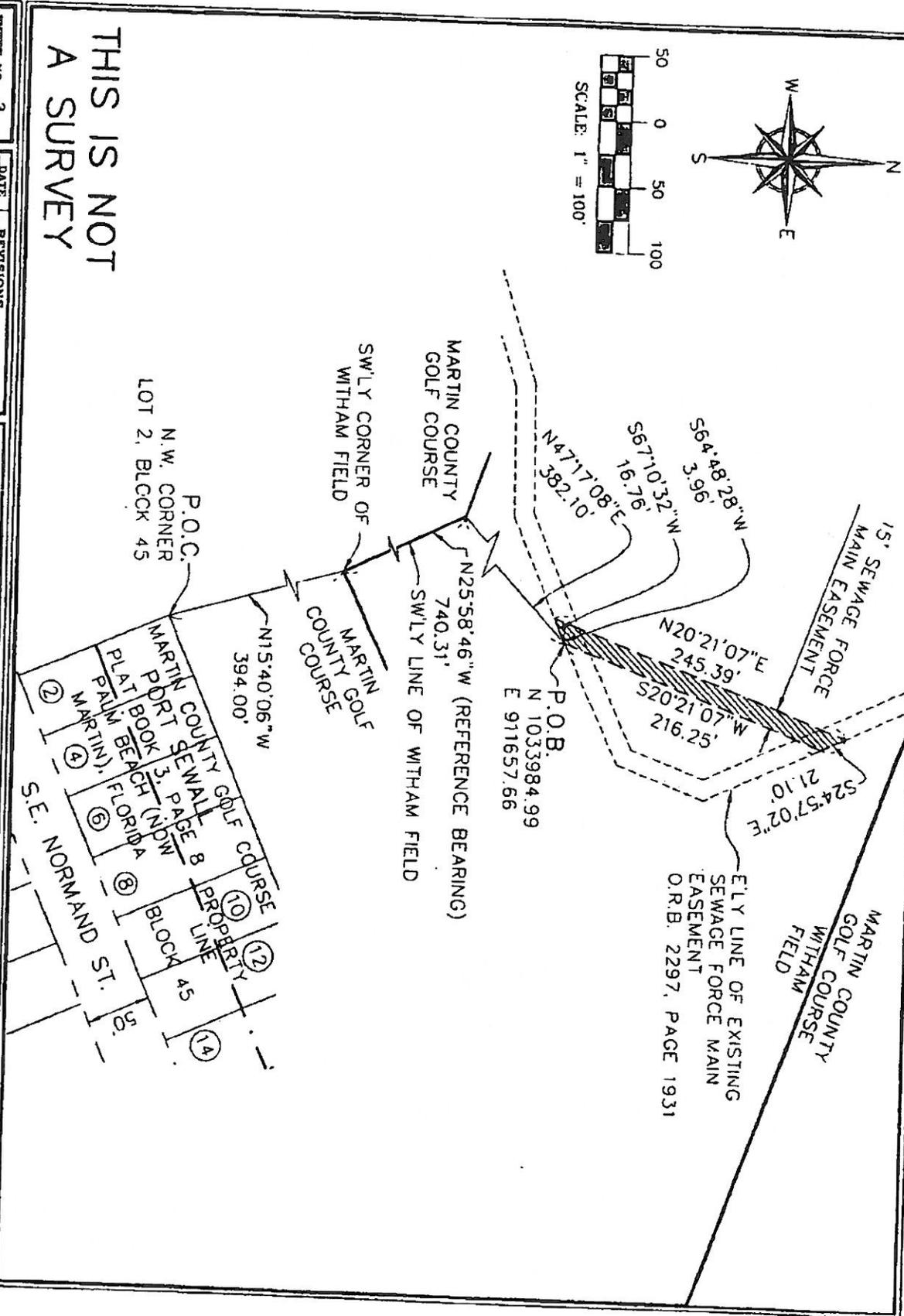


SHEET NO. 3	DATE	REVISIONS
OF 3 SHEETS		
PROJECT NO. 09-56 B		

A PORTION OF WITHAM FIELD AIRPORT IN THE HANSON GRANT, MARTIN COUNTY, FL
 SKETCH AND LEGAL DESCRIPTION
 SEWAGE FORCE MAIN EASEMENT

DATE 12/21/2012	SCALE 1" = 100'
FIELD BK. 08	DRAWING BY 08
CHECKED BY 08	

B BETSY LINDSAY, INC.
 SURVEYING AND MAPPING
 7800 AIR LANE EAST, SUITE 200, STUART, FLORIDA 34927
 (772) 286-5733
 LICENSED SURVEYOR NO. 607



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

Meeting Date: 6/12/2017

Prepared by: David D. Peters

Title of Item:

RESOLUTION No. 67-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE EXECUTION OF TWO (2) NON-EXCLUSIVE RECLAIMED WATER MAIN EASEMENTS WITH MARTIN COUNTY, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES. (RC)

Summary Explanation/Background Information on Agenda Request:

The non-exclusive easements for the reclaimed water main are located on Witham Field Airport and Holt Law Enforcement Center property.

These easements were previously recognized by Martin County but never presented to the City Commission for execution.

Funding Source:

N/A

Recommended Action:

Adopt Resolution No. 67-2017

ATTACHMENTS:

	Description	Upload Date	Type
▢	R67-2017 Non-Exclusive Easements for Reclaimed Water Main with Martin County	6/5/2017	Resolution add to Y drive
▢	Reclaimed Water Easement Witham Field Airport	6/7/2017	Attachment
▢	Reclaimed Water Easement Holt Law Enforcement Center	6/7/2017	Attachment



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 67-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
STUART, FLORIDA, AUTHORIZING THE EXECUTION OF TWO
(2) NON-EXCLUSIVE RECLAIMED WATER MAIN EASEMENTS
WITH MARTIN COUNTY, 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 authorizes the execution of two (2)
non-exclusive reclaimed water main easements for ingress and egress to operate and maintain a
reclaimed water main as noted on the attached legal descriptions and sketches.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 67-2017
Reclaimed Water Main Easement – Martin County

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

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

YES	NO	ABSENT

ADOPTED this 12th day of June, 2017.

ATTEST:

CHERYL WHITE
CITY CLERK

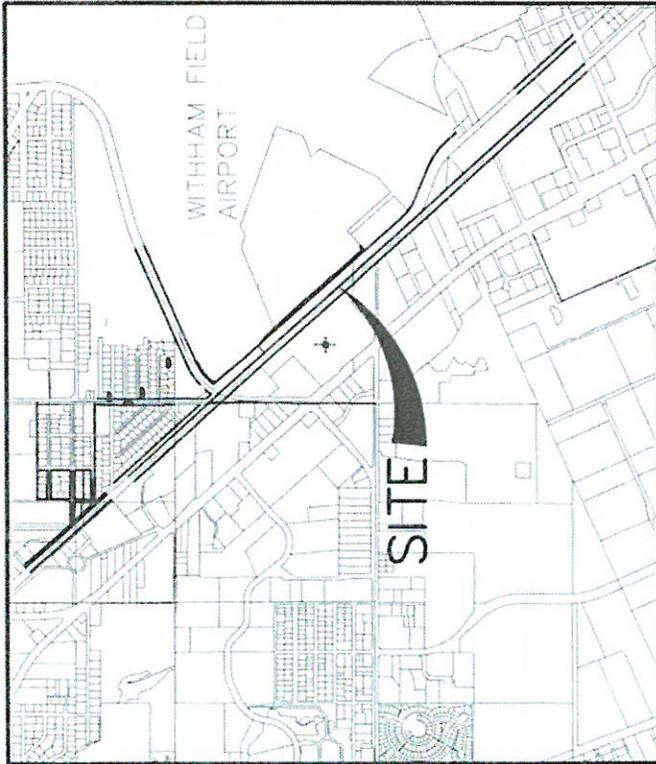
TROY A. MCDONALD
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

SURVEYOR'S NOTES

1. THE BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 83/90, FLORIDA EAST ZONE, REFERENCE A BEARING OF N00°20'44"E ALONG THE WEST LINE OF SECTION 10-38-41, MARTIN COUNTY, FLORIDA.
2. THIS IS NOT A BOUNDARY SURVEY.
3. THIS SKETCH AND LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3.



LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON MAY 28, 2009, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY, INC.
SURVEYORS AND MAPPERS

[Signature]

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO: 4724
NOT VALID WITHOUT THE SIGNATURE
AND ORIGINAL RAISED SEAL OF FLORIDA
LICENSED SURVEYOR AND MAPPER

SHEET NO	1
OF	3 SHEETS
PROJECT NO.	09-08

DATE	REVISIONS

CITY OF STUART TO WATER MAIN
WITHAM FIELD AIRPORT EASEMENT
SEC. 10, TWP. 38 S., RNG. 41 E- MARTIN COUNTY, FLORIDA
SKETCH AND LEGAL DESCRIPTION
UTILITY EASEMENT

DATE	5/28/2009
SCALE	NOT TO SCALE
FIELD BK	
DRAWING BY	J.L.
CHECKED BY	E.A.L.

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7907 SW JACK JAMES DRIVE STUART FLORIDA 34997
(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

LEGAL DESCRIPTION

A UTILITY EASEMENT BEING A PORTION OF THE WITHHAM FIELD AIRPORT PROPERTY LYING IN A PORTION OF SECTION 10, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE N00°20'44"E ALONG THE WEST LINE OF SAID SECTION 10 FOR A DISTANCE OF 2,197.93 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF FEC RAILROAD RIGHT OF WAY; THENCE S42°00'14"E ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 831.51 FEET; THENCE S41°59'44"E ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 149.79 FEET; THENCE N47°59'50"E, A DISTANCE OF 127.01 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF S.R. A1A, BEING THE SOUTHWESTERLY BOUNDARY LINE OF THE WITHHAM FIELD AIRPORT PROPERTY AND THE POINT OF BEGINNING; THENCE S53°06'13"E, A DISTANCE OF 130.84 FEET TO THE POINT OF CURVE CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 10°53'36", A DISTANCE OF 62.42 FEET; THENCE S42°12'37"E, A DISTANCE OF 616.69 FEET; THENCE S42°58'15"E, A DISTANCE OF 194.03 FEET; THENCE S41°53'07"E, A DISTANCE OF 885.43 FEET; THENCE N48°00'34"E, A DISTANCE OF 48.66 FEET; THENCE S41°57'14"E, A DISTANCE OF 19.97 FEET; THENCE S48°24'26"W, A DISTANCE OF 83.83 FEET; THENCE N41°59'52"W, A DISTANCE OF 19.69 FEET; THENCE N48°37'58"E, A DISTANCE OF 20.19 FEET; THENCE N41°53'07"W, A DISTANCE OF 885.23 FEET; THENCE N42°58'15"W, A DISTANCE OF 193.99 FEET; THENCE N42°12'37"W, A DISTANCE OF 616.79 FEET TO THE POINT OF CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 10°53'36", A DISTANCE OF 59.57 FEET; THENCE N53°06'13"W, A DISTANCE OF 54.52 FEET TO AN INTERSECTION WITH SAID SOUTHWESTERLY BOUNDARY LINE OF THE WITHHAM FIELD AIRPORT PROPERTY; THENCE N41°59'44"W ALONG SAID BOUNDARY LINE FOR 77.87 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 29,400 SQUARE FEET OR 0.675 ACRES MORE LESS.

SAID EASEMENT BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS OR RESTRICTIONS.

ABBREVIATIONS

- Δ CENTRAL (DELTA) ANGLE
- IQ IRRIGATION QUALITY
- L LENGTH
- NO. NUMBER
- F.E.C. FLORIDA EAST COAST
- PG. PAGE
- P.L.S. PROFESSIONAL LAND SURVEYOR
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R RADIUS
- RNG. RANGE
- SEC. SECTION
- S.R. STATE ROAD
- TWP. TOWNSHIP

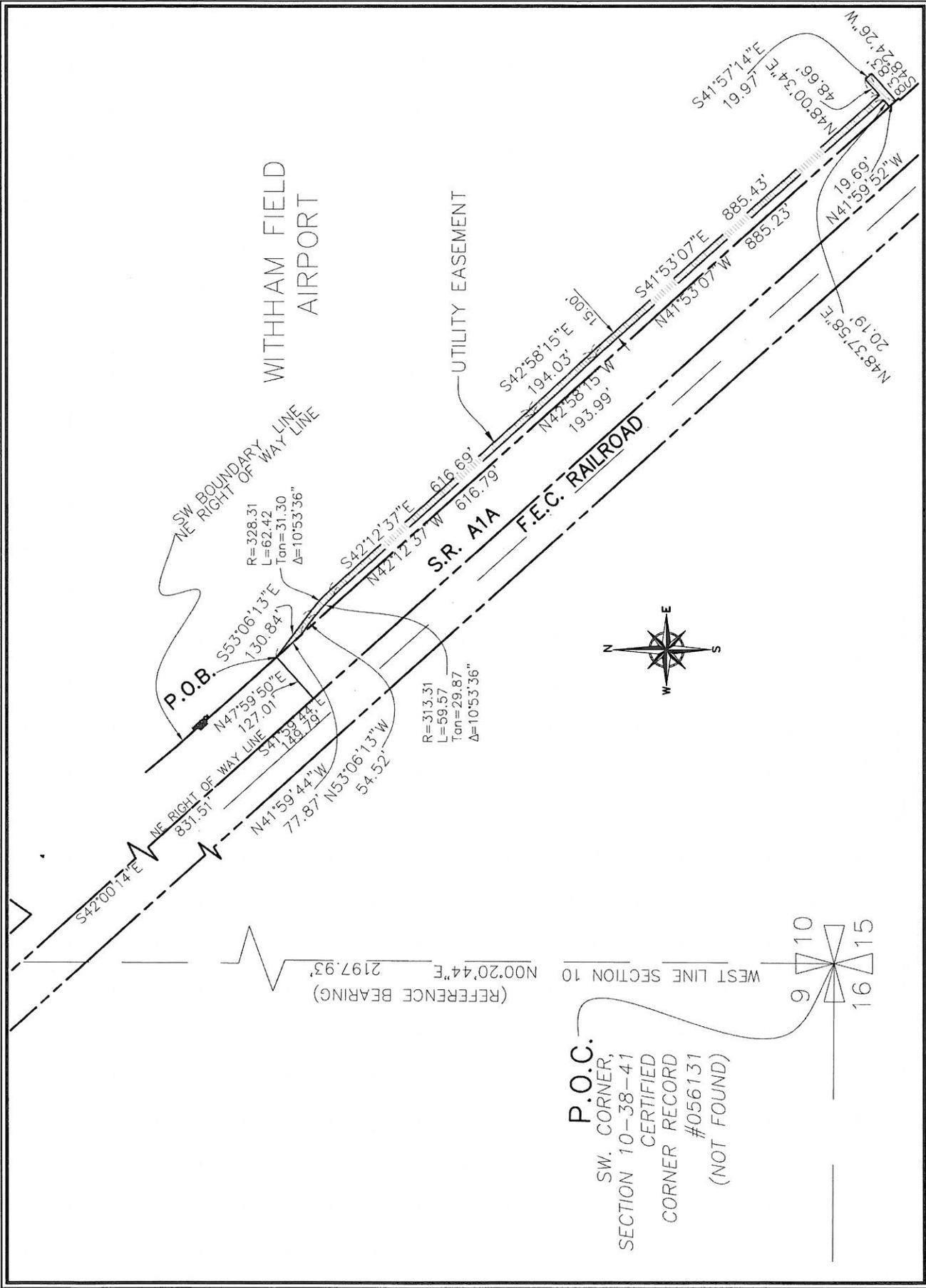
SHEET NO. 2
OF 3 SHEETS
PROJECT NO. 09-08

DATE	REVISIONS

CITY OF STUART IQ WATER MAIN WITHAM FIELD AIRPORT EASEMENT SEC. 10, TWP. 38 S., RNG. 41 E- MARTIN COUNTY, FLORIDA
SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT

DATE 5/28/2009
SCALE NOT TO SCALE
FIELD BK.
DRAWING BY D.B.
CHECKED BY E.A.L.

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7697 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5633FAX
LICENSED BUSINESS NO. 6852



B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7697 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5793 (772)286-6633 FAX
LICENSED BUSINESS NO. 6862

DATE 5/29/2009
SCALE 1"=300'
FIELD BK.
DRAWING BY D.B.
CHECKED BY E.A.L.

CITY OF STUART IQ WATER MAIN
WITHAM FIELD AIRPORT EASEMENT
SEC. 10, TWP. 38 S., RING. 41 E- MARTIN COUNTY, FLORIDA

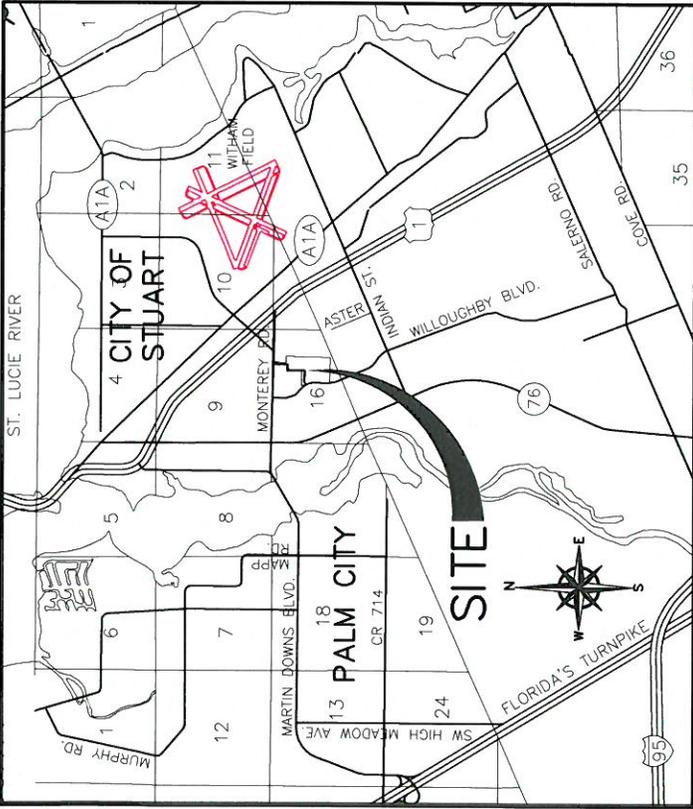
SKETCH AND LEGAL DESCRIPTION
UTILITY EASEMENT

DATE	REVISIONS

SHEET NO. 2
OF 3 SHEETS
PROJECT NO.
09-08

SURVEYOR'S NOTES

1. THE BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 83/90, FLORIDA EAST ZONE, REFERENCE A BEARING OF N89°38'11"W ALONG THE NORTH LINE OF SECTION 16-38-41, MARTIN COUNTY, FLORIDA.
2. THIS IS NOT A BOUNDARY SURVEY.
3. THIS SKETCH AND LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3.



LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON NOVEMBER 1, 2011, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY, INC.
SURVEYORS AND MAPPERS

[Signature]
ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724

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

SHEET NO. 1
OF 3 SHEETS
PROJECT NO.
09-08

DATE _____ REVISIONS _____

CITY OF STUART IQ WATER MAIN
HOLT LAW ENFORCEMENT CENTER EASEMENT
SEC. 16, TWP. 38 S., RNG. 41 E. - MARTIN COUNTY, FLORIDA
SKETCH AND LEGAL DESCRIPTION
UTILITY EASEMENT

DATE 11/01/2011
SCALE NOT TO SCALE
FIELD BK.
DRAWING BY D.B.
CHECKED BY E.A.L.

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7997 SW JACK JAMES DRIVE STUART FLORIDA 34997
(772)286-5743 (772)286-5633 FAX
LICENSED BUSINESS NO. 6882

LEGAL DESCRIPTION

A 15.00 FOOT WIDE UTILITY EASEMENT BEING A PORTION OF THE HOLT LAW ENFORCEMENT CENTER PROPERTY LYING IN A PORTION OF GOVERNMENT LOT 2, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE N89°38'11"W ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,613.50 FEET; THENCE S00°21'49"W, A DISTANCE OF 40.00 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF MONTEREY ROAD PER THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 89512-2601, AS RECORDED IN PLAT BOOK 8, PAGE 95, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, ALSO BEING THE POINT OF BEGINNING; THENCE S00°29'03"W, A DISTANCE OF 126.37 FEET; THENCE S45°23'05"W, A DISTANCE OF 14.17 FEET; THENCE N89°42'54"W, A DISTANCE OF 59.36 FEET; THENCE S45°29'55"W, A DISTANCE OF 13.48 FEET; THENCE S00°42'43"W, A DISTANCE OF 484.42 FEET; THENCE N89°14'27"W, A DISTANCE OF 276.30 FEET; THENCE S00°28'34"W, A DISTANCE OF 783.87 FEET; THENCE S45°44'00"W, A DISTANCE OF 35.14 FEET; THENCE N88°56'10"W, A DISTANCE OF 153.89 FEET; THENCE N83°16'41"W, A DISTANCE OF 228.52 FEET; THENCE N86°10'06"W, A DISTANCE OF 94.13 FEET; THENCE S63°09'25"W, A DISTANCE OF 164.55 FEET TO AN INTERSECTION WITH THE NORTHEAST RIGHT OF WAY LINE OF WILLOUGHBY BOULEVARD, AS SHOWN ON THE RIGHT OF WAY CONTROL SURVEY PERFORMED BY GCY, INC., CIVIL ENGINEERS FOR WILLOUGHBY BOULEVARD EXTENSION - MARTIN COUNTY DATED 9-91, AND THE POINT OF TERMINATION.

SAID EASEMENT CONTAINING 36,513 SQUARE FEET OR 0.84 ACRES MORE LESS.

SAID EASEMENT BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

ABBREVIATIONS

ESMT.	EASEMENT	P.L.S.	PROFESSIONAL LAND SURVEYOR
FPL	FLORIDA POWER & LIGHT	P.O.B.	POINT OF BEGINNING
IQ	IRRIGATION QUALITY	P.O.C.	POINT OF COMMENCEMENT
NO.	NUMBER	P.O.T.	POINT OF TERMINATION
O.R.B.	OFFICIAL RECORDS BOOK	RNG.	RANGE
PG.	PAGE	SEC.	SECTION
		TWP.	TOWNSHIP

SHEET NO. 2
OF 3 SHEETS
PROJECT NO.
09-08

DATE	REVISIONS

CITY OF STUART IQ WATER MAIN
HOLT LAW ENFORCEMENT CENTER EASEMENT
SEC. 16, TWP. 38 S., RNG. 41 E. - MARTIN COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION
UTILITY EASEMENT

DATE 11/01/2011
SCALE NOT TO SCALE
FIELD BK.
DRAWING BY D.B.
CHECKED BY E.A.L.

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7997 SW JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5835 FAX
LICENSED BUSINESS NO. 6862

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

Meeting Date: 6/12/2017

Prepared by: David D. Peters

Title of Item:

RESOLUTION No. 68-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE SEWAGE FORCE MAIN EASEMENT WITH CONQUISTADOR HOMEOWNERS ASSOCIATION, INC., PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES. (RC)

Summary Explanation/Background Information on Agenda Request:

This Non-Exclusive Sewage Force Main Easement will allow the City to utilize the regional sewage lift station at Conquistador to provide service to the St. Lucie Sewer Basin.

Funding Source:

N/A

Recommended Action:

Adopt Resolution No. 68-2017.

ATTACHMENTS:

Description	Upload Date	Type
☐ Resolution 68-2017	6/4/2017	Resolution add to Y drive
☐ Sewage Force Main Easement with Conquistador 060517	6/5/2017	Attachment



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 68-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE SEWAGE FORCE MAIN EASEMENT WITH CONQUISTADOR HOMEOWNERS ASSOCIATION, INC. 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 authorizes the execution of non-exclusive sewage force main with Conquistador Homeowners Association, Inc. for ingress and egress to operate and maintain a sewage force main as noted on the attached legal description and sketch.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 68 - 2017
Conquistador Sewage Force Main Easement

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

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

YES	NO	ABSENT

ADOPTED this 12th day of June, 2017.

ATTEST:

CHERYL WHITE
CITY CLERK

TROY A. MCDONALD
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

NON-EXCLUSIVE SEWER MAIN EASEMENT

THIS NON-EXCLUSIVE SEWAGE FORCE MAIN EASEMENT executed and delivered this 18th day of MAY, 2017, by and between CONQUISTADOR HOMEOWNERS ASSOCIATION, INC., a profit corporation, its successors and assigns, whose post office address is 1800 1800 SE St. Lucie Boulevard, Stuart, Florida 34996 (hereinafter the "Grantor"), and the CITY OF STUART, FLORIDA, a municipal corporation of the State of Florida (hereinafter the "Grantee").

WITNESSETH

WHEREAS, Grantor wishes to grant a non-exclusive sewage force main easement (the "Easement") to Grantee on that certain land described on Exhibit "A" attached hereto and made a part hereof (the "Easement Premises"), which Easement is for the purposes of providing Grantee with access to and use of the Easement Premises for construction, maintenance and operation of a sewage force main and appurtenances located within the Easement Premises, subject to certain terms and conditions set forth herein.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee a non-exclusive, perpetual easement (the "Easement") over, upon, across and under the Easement Premises, subject to the following:

1. **Purposes and Permitted Uses.** The Easement shall exist for the sole purpose of providing Grantee, its agents and employee's access to and use of the Easement Premises for operation and maintenance of a sewage force main and appurtenances by the City of Stuart and for ownership and perpetual maintenance within the Easement Premises.

2. **Grantor's Rights.** The Grantor shall retain all rights over and upon the Easement Premises for use which does not conflict with Grantee's use. If Grantee's normal operation, maintenance and repairs of the sewage force main result in disturbance of the improvements will be repaired or replaced at the Grantee's expense. In no event shall the Grantor construct any structures or plant any trees in or on the Easement Premises. Notwithstanding anything in this Easement instrument to the contrary, Grantee may use the Easement Premises for other utility purposes, provided however, that the written consent of the Grantor is obtained prior to any such use of Grantee.

And the Grantor hereby covenants with the Grantee that Grantor is lawfully seized of the Easement Premises in fee simple: that Grantor has good and lawful authority to grant and convey this Easement; the Grantor fully warrants the title to the Easement Premises and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

CITY OF STUART, FLORIDA

CONQUISTADOR HOMEOWNERS ASSOCIATION, INC.

~~Tom Campenni~~
Mayor

Anna M. Murphy

ATTEST:

Cheryl White
City Clerk

Sydney A. Frederick, Mgr.
Witness

APPROVED AS TO FORM AND CORRECTNESS:

Michael J. Mortell
City Attorney

Susan K. Simon
Witness

STATE OF FLORIDA, COUNTY OF ~~OSCEOLA~~ ^{MARTIN}

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by _____, who is personally known to me or has produced _____ as identification.

Notary Public: _____

EXHIBIT A

LEGAL DESCRIPTION

Being an easement lying in Section 11, Township 38 South, Range 41 East, City of Stuart, Martin County, Florida being more particularly described as follows;

Commence at the Northwest corner of Lot 1, according to the plat of CONQUISTADOR ESTATES, as recorded in Plat Book 6, Page 100, Public Records of Martin County, Florida; thence North 00°04'28" East, a distance of 712.50 feet; thence South 89°55'31" East, a distance of 30.42 feet to the POINT OF BEGINNING of the following described property;

Thence North 00°16'48" East, a distance of 36.64 feet; thence North 45°16'48" East, a distance of 92.50 feet; thence South 89°43'12" East, a distance of 998.94 feet; thence North 49°09'24" East, a distance of 15.50 feet to the Westerly right-of-way of SE St. Lucie Boulevard (a 50.00 foot wide right-of-way); thence South 36°57'56" East, along said Westerly right-of-way of SE St. Lucie Boulevard, a distance of 20.05 feet; thence South 49°09'24" West, a distance of 21.64 feet; thence North 89°43'12" West, a distance of 998.16 feet; thence South 45°16'48" West, a distance of 75.93 feet; thence South 00°16'48" West, a distance of 28.36 feet; thence North 89°43'12" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 0.521 acres, more or less.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS, SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

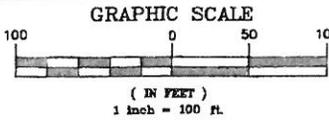
Professional Seal of Thomas P. Kiernan, Florida Professional Surveyor & Mapper, Certificate No. 6199.

1/19/17

DATE

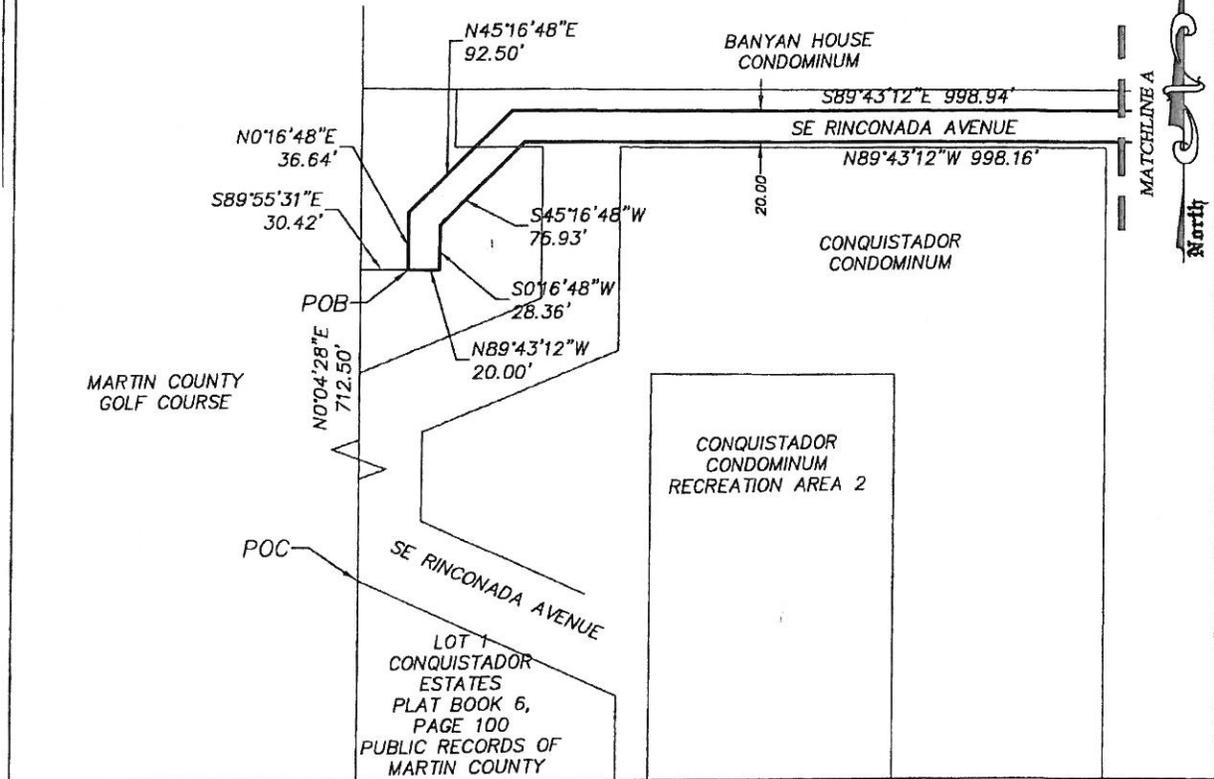
CULPEPPER & TERPENING, INC. CONSULTING ENGINEERS | LAND SURVEYORS. 2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981. 151 SW FLAGLER AVENUE • STUART, FLORIDA 34994. PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com. STATE OF FLORIDA CERTIFICATION No. LE 4286.

UTILITY EASEMENT DESCRIPTION table with columns for JOB NO, SCALE, DRAWN BY, and DATE.



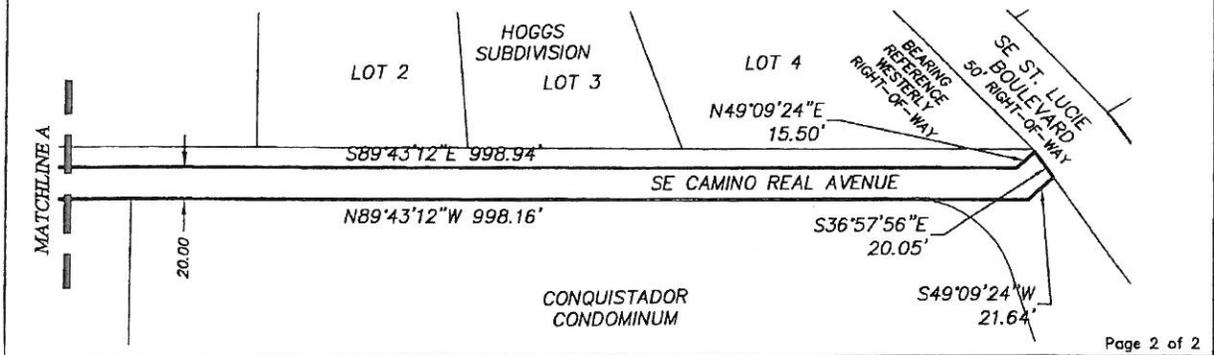
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



- Δ = DELTA
- R = RADIUS
- L = ARC LENGTH
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PLS = PROFESSIONAL LAND SURVEYOR

BEARINGS SHOWN HEREON ARE RELATIVE TO THE WESTERLY RIGHT-OF-WAY OF SE ST. LUCIE BOULEVARD HAVING A BEARING OF S36°57'56"E



CULPEPPER & TERPENING, INC
 CONSULTING ENGINEERS | LAND SURVEYORS
 2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
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 STATE OF FLORIDA CERTIFICATION No. LB 4286

UTILITY EASEMENT

SKETCH

JOB NO: 16-096 sdd ue1.dwg SCALE: 1"=100'
 DRAWN BY: GLM DATE: 1-15-2017

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

Meeting Date: 6/12/2017

Prepared by: jchrulski

Title of Item:

RESOLUTION No. 65-2017; BUDGET AMENDMENT 09-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT NO. 09-2017 TO ACCEPT, APPROPRIATE AND AUTHORIZE EXPENDITURES FOR IN AN AMOUNT NOT TO EXCEED \$5,360 FROM THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY; PROVIDING FOR READING EDUCATION; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES. (RC)

Summary Explanation/Background Information on Agenda Request:

"Summer Slide" Reading Program Grant: Due to the success of the 10th Street After School program, the Children's Services Council of Martin County awarded the City of Stuart Community Services Department (Recreation & Public Services Division) with an additional grant in the amount of \$5,360 for a summer reading program. This program will be implemented during summer camp at the 10th Street Recreation Center during FY17.

Funding Source:

Children's Services Council of Martin County (CSCMC) "Summer Slide" Program Budget
Increase General Fund - Local Grant
Increase Community Services - 10th Street - Operating

Recommended Action:

Approve R65-2017 / BA09-2017 and authorize staff to sign the CSCMC contract amendment (attached).

ATTACHMENTS:

	Description	Upload Date	Type
▣	R65-2017 BA09-2017 CSC Summer Slide Grant	5/31/2017	Resolution add to Y drive
▣	16-17 CSC Letter - Chrulski ESYI	5/31/2017	Attachment
▣	16-17 CSC-City Contract Amendment	5/31/2017	Attachment



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 65-2017

R-56-2017 / BA 09-2017. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT NO. 09-2017 TO ACCEPT, APPROPRIATE AND AUTHORIZE EXPENDITURES FOR IN AN AMOUNT NOT TO EXCEED \$5,360.00 FROM THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY; PROVIDING FOR READING EDUCATION; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart, Florida is to accept a grant for the Children's Service Council of Martin County in the amount of \$5,360 for Reading Education at the 10th Street Community Center;

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

SECTION 1: The foregoing precatory language is incorporated herein, as if set forth below.

SECTION 2: The City of Stuart, Florida has derived funds from the Children's Services Council of Martin County.

SECTION 3: The 2016-2017 Year Budget of the Community Services Department is hereby further amended as follows:

\$1,400 added to 1242 Acct. 548: Curriculum, supplies & books
\$3,960 added to 1242 Acct. 534: Teachers & Instructors
\$5,360

This authorization is to appropriate and expend funds in the amount of \$5,360 for the Summer Slide program at the 10th Street Community Center. .

SECTION 4: Conflicts. All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5: Severability. If any section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other Section or part of this Resolution.

SECTION 6: Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2017.

ATTEST:

CHERYL WHITE
CITY CLERK

TROY A. MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MIKE MORTELL
CITY ATTORNEY

Council Members

Chair

William Tulko

Vice-Chair

Laurel Hopper

Treasurer

Christia Li Roberts

Jody Bond

Laurie Gaylord

Sarah Heard

Hon. Michael J. McNicholas

Executive Director

David L. Heaton

May 19, 2017

Mr. Jim Chrulski
Community Services Director
City of Stuart Community Services Department
121 SW Flagler Avenue
Stuart, FL 34994

Dear Mr. Chrulski:

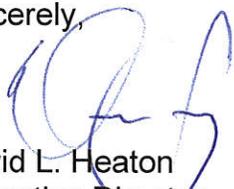
Enclosed are two original Amendments to the Contract with the term of July 1, 2016, through June 30, 2017, between Children's Services Council of Martin County and City of Stuart Community Services Department for the **ESYI-City of Stuart Parks and Recreation** program.

The Contract has been amended to reflect the additional funding allocation of \$5,360.00 that was approved by Council on April 24, 2017, for the Summer Slide Prevention program component's June 2017 expenses.

Please sign and date the two enclosed original Amendments and return both originals, including the attachments, to the attention of **Stephanie Macera**. Upon full execution, one signed original will be returned for your contract records.

Thank you for your continued dedication to the children and families of Martin County. Please let us know if you have any questions.

Sincerely,



David L. Heaton
Executive Director

DLH:sjm

Enclosures

e-mail cc: Judy Browning, Julie McHenry

**Children's Services Council of Martin County
CONTRACT AMENDMENT**

1. This is an amendment to the Contract with the term of July 1, 2016, through June 30, 2017, between Children's Services Council of Martin County, hereinafter referred to as "CSCMC" and **City of Stuart Community Services Department – East Stuart Youth Initiative** for the **ESYI – City of Stuart Parks and Recreation** program, and shall be effective for the entire term of the Contract, upon full execution by both parties.
2. The Contract is hereby amended as follows: *(underline indicates revised language)*

Section IV. FUNDS, item 1, is amended as stated below:

1. The budget for both CSCMC and other funds (if any) for accomplishing the above stated services are set forth in Attachment 4 (Budget). CSCMC agrees to reimburse up to \$328,660.00 for actual costs incurred for services rendered pursuant to this Contract.

Attachment 4 BUDGET is amended to reflect the additional CSCMC funding allocation of \$5,360.00 for the Summer Slide Prevention component's June 2017 expenses, thereby increasing the total allocation for this Contract to \$328,660.00, per the "Budget Amendment Detail Report" included with this Contract Amendment.

3. Except as expressly amended above, all other terms and conditions of the original Contract, as well as any Contract Amendments previously issued for the current contract term, unless specified as being replaced with this Contract Amendment, are still in full force and effect. CSCMC certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**Children's Services Council
of Martin County**

**City of Stuart Community Services
Department - East Stuart Youth Initiative**

Signature of Executive Director

Signature & Title of Authorized Representative

Printed Name

Printed Name

Date

Date

Signature of Board of Directors' Chair/President

Printed Name

Date

Budget Amendment Detail Report

City of Stuart Community - ESYI - City of Stuart Parks and Recreation

Fiscal Year: 2016-17

Contract #: 26PP

Amendment ID: 691
 Status: Approved
 Date Submitted: 05/15/2017
 Date Approved: 05/15/2017

GL Account	Allocation	Amended CSC Budget	Current Unspent Balance	Credit	Debit	Revised CSC Budget	Revised Unspent Balance	Narrative
Regular Salaries and Wages	259,029.00	259,029.00	32,175.45	0.00	0.00	259,029.00	32,175.45	
FICA	19,816.00	19,816.00	2,461.65	0.00	0.00	19,816.00	2,461.65	
Retirement Contributions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Life and Health Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Workers Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Unemployment Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Totals for Salary	278,845.00	278,845.00	34,637.10	0.00	0.00	278,845.00	34,637.10	
Travel/Transportation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Conference/Training	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Office Supplies	500.00	500.00	454.22	0.00	0.00	500.00	454.22	
Telephone	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Occupancy (Building & Grounds)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

City of Stuart Community - ESYI - City of Stuart Parks and Recreation

GL Account	Allocation	Amended CSC Budget	Current Unspent Balance	Credit	Debit	Revised CSC Budget	Revised Unspent Balance	Narrative
Printing & Copying	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Dues/Memberships	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Equipment Rental/Lease & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Equipment Purchases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Professional Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Books/Subscriptions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Administrative Cost	12,000.00	12,000.00	2,000.00	0.00	0.00	12,000.00	2,000.00	
Audit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Specific Assistance to Individuals	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Other/Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Other/Contract	24,036.00	24,036.00	0.00	3,960.00	0.00	27,996.00	3,960.00	Summer Slide Program - 4 group x 4 weeks x 6 hours/week x \$40.00/hour=\$3840 and Family Literacy Launch 2 teachers x \$40/hour x 1.5 hours= \$120 Total \$3960
Program Supplies	7,919.00	7,919.00	892.76	1,400.00	0.00	9,319.00	2,292.76	Summer Slide Program - Curriculum, reproducible, supplies for projects 4 teachers x \$150= \$600 Supplies for 40 children x \$15/per child= \$600 Supplies for drawbots and related books= \$200
								Total \$1400
Other/Special Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Totals for Expense	44,455.00	44,455.00	3,346.98	5,360.00	0.00	49,815.00	8,706.98	
Grand Totals	323,300.00	323,300.00	37,984.08	5,360.00	0.00	328,660.00	43,344.08	

GL Account	Allocation	Amended CSC Budget	Current Unspent Balance	Credit	Debit	Revised CSC Budget	Revised Unspent Balance	Narrative
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Amendment Comments:

<u>Date</u>	<u>User ID</u>	<u>Narrative</u>
4/27/2017 3:25 pm	jbrowning	CSC increased program funds for Summer Slide Reading Enhancement Program
5/2/2017 4:33 pm	lhaase	Narrative missing for other/contract line item.
5/2/2017 5:19 pm	jbrowning	Budget Amendment for Summer Slide Program
5/3/2017 3:53 pm	jbailey	Narrative for amendment is still not showing. Please try and add again. If it doesn't take we will send in another ticket. Thank you.
5/9/2017 9:56 am	jbailey	There is narrative in other/contract and in program supplies we need more detail than what is listed here. We generally ask for a break down of how the dollars will be used. LH & JB
5/15/2017 9:01 am	lhaase	Reviewed by Program. Okay

GL Account	Allocation	Amended CSC Budget	Current Unspent Balance	Credit	Debit	Revised CSC Budget	Revised Unspent Balance	Narrative
Audit Trail								
jbrowning created document - Apr 27 2017 3:22PM								
jbrowning forwarded document to jmchenry - Apr 27 2017 3:26PM								
jmchenry submitted document to CSC for approval - May 2 2017 10:25AM								
lhaase rejected document - sent back to - jbrowning - May 2 2017 4:33PM								
Reason: Rejected - May 2 2017 4:33PM								
jbrowning forwarded document to jmchenry - May 2 2017 5:20PM								
jmchenry submitted document to CSC for approval - May 3 2017 9:09AM								
lhaase forwarded document to jbailey - May 3 2017 3:34PM								
jbailey approved document - May 3 2017 3:41PM								
jbailey unapproved document - May 3 2017 3:51PM								
jbailey rejected document - sent back to - lhaase - May 3 2017 3:53PM								
Reason: Rejected - May 3 2017 3:53PM								
lhaase moved document from lhaase to jbrowning using the Move in Chain function. Document is in Rejection status and the document is not associated with the creator (or Agency Level 1). - May 4 2017 9:38AM								
jbrowning forwarded document to jmchenry - May 4 2017 9:50AM								
jmchenry submitted document to CSC for approval - May 8 2017 5:23PM								
lhaase forwarded document to jbailey - May 9 2017 8:39AM								
jbailey approved document - May 9 2017 9:15AM								
jbailey unapproved document - May 9 2017 9:47AM								
jbailey rejected document - sent back to - jbrowning - May 9 2017 9:56AM								
Reason: Rejected - May 9 2017 9:56AM								
jbrowning forwarded document to jmchenry - May 9 2017 3:18PM								
jmchenry submitted document to CSC for approval - May 12 2017 6:27PM								
lhaase forwarded document to jbailey - May 15 2017 9:01AM								
jbailey approved document - May 15 2017 2:05PM								

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

Meeting Date: 6/12/2017

Prepared by: M. Kindel

Title of Item:

RESOLUTION No. 66-2017; 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 resolution is self explanatory, and it authorizes facsimile signatures for certain purposes.

Funding Source:

Not Applicable

Recommended Action:

Approve Resolution No. 66-2017

ATTACHMENTS:

Description	Upload Date	Type
□ R66-2017 Signatures	5/30/2017	Cover Memo



Cheryl White

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

Meeting Date: 6/12/2017

Prepared by: T. O'Neil

Title of Item:

RESOLUTION No. 69-2017; A RESOLUTION OF THE CITY OF STUART, FLORIDA AMENDING APPENDIX A, FEE, RATE AND CHARGE SCHEDULE OF THE STUART CODE OF ORDINANCES; PROVIDING FOR A FEE OF \$1,000 TO APPLY FOR AN AWARD OF FLOOR SPACE ALLOWING FOR THE CONSUMPTION OF ALCOHOLIC BEVERAGES ON PREMISES IN THE OLD DOWNTOWN DISTRICT; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES. (RC)

Summary Explanation/Background Information on Agenda Request:

In the course of recently amending Chapter 4 "Alcoholic Beverages" of the City's Code of Ordinances, the Commission agreed that a fee of \$1,000 should be established for businesses seeking an award of floor space in the old Downtown District (ODD) for consumption of alcoholic beverages on premises (COP). The attached resolution amends "Appendix A" of the Code to establish the fee.

On a related note, based on the recent forfeiture of COP floor space by Mr. Ron Hart and the owner of the newly renovated Vine & Barley building, as well as updated, more accurate floor space calculations made possible through the Property Appraiser's records (including the Lyric Theatre) there is now a total of 6,490 square feet available within the ODD for consumption on premises activities.

Upon approval of the \$1,000 fee, availability of the 6,490 square feet will be advertised in the newspaper and through contacts with groups such as Main Street and the Downtown Business Association. Staff expects to set a response period of 45 days.

Funding Source:

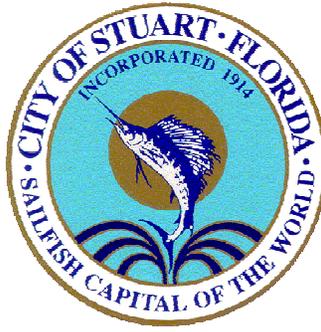
NA

Recommended Action:

Approve Resolution No. 69-2017

ATTACHMENTS:

Description	Upload Date	Type
☐ Resolution No. 69-2017	6/2/2017	DRAFT RESOLUTION
☐ Draft advertisement and application	6/2/2017	Cover Memo



**BEFORE THE CITY COMMISSION
CITY OF STUART**

RESOLUTION NO. 69-2017

A RESOLUTION OF THE CITY OF STUART, FLORIDA AMENDING APPENDIX A, FEE, RATE AND CHARGE SCHEDULE OF THE STUART CODE OF ORDINANCES; PROVIDING FOR A FEE OF \$1,000 TO APPLY FOR AN AWARD OF FLOOR SPACE ALLOWING FOR THE CONSUMPTION OF ALCOHOLIC BEVERAGES ON PREMISES IN THE OLD DOWNTOWN DISTRICT; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the Stuart City Commission deems it appropriate and in the public’s best interest to update and clarify fees and charges as cited in the Code of Ordinances.

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

SECTION 1. The City of Stuart Code of Ordinances, Appendix A, Fee, Rate and Charge Schedule, is amended, in part, to read as follows:

Chapter 32. Planning and Development

32-2	Zoning approval fees	
	Zoning and rezoning	\$1,400.00
	Zoning to planned unit development	\$3,500.00
	Annexation/contraction of single-family residential	No fee
	Annexation/contraction of governmental or nontaxable-entity-owned land	No fee
	Annexation/contraction of small scale improved property less than ten acres	\$1,750.00

	Annexation/contraction of any other property not mentioned above	\$1,750.00
	Plan designation	\$1,750.00
	Special exception	\$1,500.00
	Major urban code exception	\$1,500.00
	Minor urban code exception	\$500.00
	Variances to board of adjustment	\$800.00
	Administrative variance	\$200.00
	Right-of-way abandonment	\$750.00
	Plus appraised value from current appraisal	
	Plat approval	\$800.00
	Major planned unit development amendment	\$3,000.00
	Minor planned unit development amendment	\$2,000.00
	Planned unit development agreement amendment	\$1,000.00
	Site plan, major	\$2,000.00
	Site plan, minor and residential	\$1,600.00
	Amendment to approved site plan	\$800.00
	Administrative appeal	\$400.00
	Binding letter of determination	\$300.00
	<u>Application for award of floor space for consumption on premises (COP) of alcoholic beverages in the old Downtown District</u>	<u>\$500</u>
	Basic letter of zoning determination	\$40.00

	<p>Plan review resubmittal, 25 percent of the initial review fee in the event modifications are added by the applicant during the review process or after issuance of the building permit or in the event a third plan review is necessary because of the failure of the applicant to adequately respond to plan review comments of the city development department.</p>	
	<p>Unless otherwise provided by resolution of the city commission, fees set forth in this section shall be increased effective April 1 each year by the lesser of three percent or the Consumer Price Index published by the U.S. Department of Labor, U.S. city average, all items. The computed amount shall be rounded downward to the nearest whole dollar amount.</p>	

SECTION 2. This Resolution shall take effect immediately 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:

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

YES	NO	ABSENT

ADOPTED this 12TH day of June, 2017.

ATTEST:

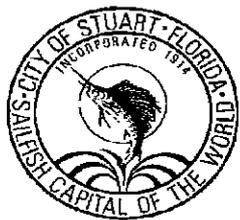
 CHERYL WHITE, MMC
 CITY CLERK

 TROY A. MCDONALD
 MAYOR

Approved as to Form and Correctness:

 MICHAEL J. MORTELL
 CITY ATTORNEY

DRAFT

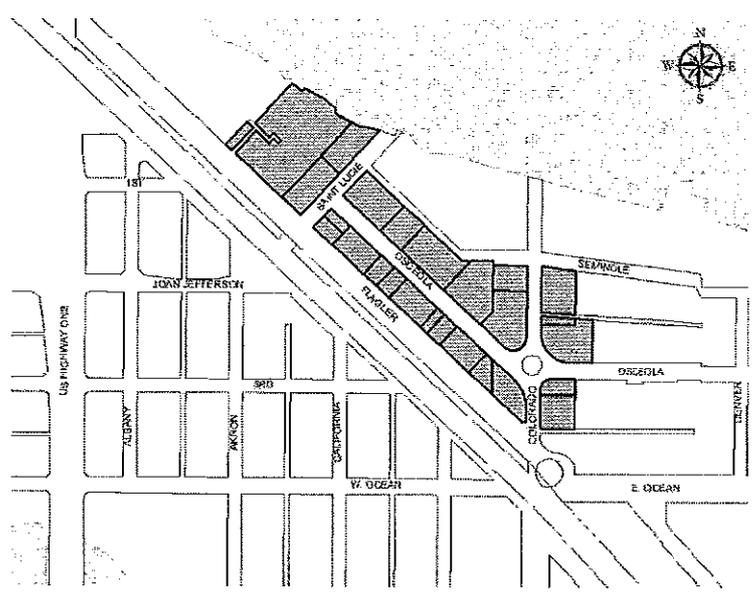


DRAFT

NOTICE OF AVAILABLE FLOOR SPACE FOR THE SALE AND CONSUMPTION ON PREMISES OF ALCOHOLIC BEVERAGES IN THE OLD DOWNTOWN DISTRICT OF STUART

Chapter 4, Alcoholic Beverages, of the City of Stuart Code of Ordinances caps the total square footage of floor space in the Old Downtown District (ODD) that may be used for the sale and consumption of alcoholic beverages on premises (COP). Six-thousand four-hundred ninety (6,490) square feet of floor space is now available for establishing a new or expanded COP use in the ODD.

OLD DOWNTOWN DISTRICT (SHADED AREA)



Property owners and bona fide lease holders within the ODD who are ready and able to establish a new or expanded COP use within twelve (12) months are invited to obtain and submit an application to the Stuart City Development Department, 121 SW Flagler, Stuart, M-F, between the hours of 8:30 A.M. and 5:00 P.M. Applications are also available on the City's website at www.cityofstuart.us/cop-app.

The deadline for receipt of an application^{*} is 5:00 P.M., July 19, 2017. In the event applications received exceed 6,490 square feet, a lottery system will be used to determine which of the applicants shall be permitted to open or expand an establishment. Questions regarding this notice may be directed to the Stuart City Development Department at 772-288-5368.

Publish: ~~June 5, 2017~~ JUNE 15, 2017
* APPLICATION FEE IS \$1,000.

DRAFT



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

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

**APPLICATION FOR AWARD OF SURPLUS FLOOR SPACE
FOR THE SALE AND CONSUMPTION ON PREMISES (COP) OF ALCOHOLIC
BEVERAGES IN THE OLD DOWNTOWN DISTRICT
OF THE CITY OF STUART**

Please print clearly and provide all required information.
Applications received after 5:00 PM, July 19, 2017 will not be considered.

Application Date: _____

Background Information

1. State Registration: () Sole-Proprietary () Limited Liability () Corporation
() Partnership
2. A. Legal Name of Business _____
B. Operating/Trade Name of Business _____
C. Type of Business _____
3. Has this name been registered with the State of Florida, Department of Business and Professional Regulation
(Submit a copy of the business license)? Yes or No
Registration # _____
Federal Tax ID # _____

Applicant/Licensee Information

4. Full Name of Applicant/Licensee _____
5. Street Address of Premises _____
City, State, Zip _____
6. Type(s) of Alcohol to be sold: () Beer Only () Beer and Wine Only () Liquor, Beer & Wine
7. Proposed type of Beverage License: Series _____
8. Do you own the property where the business is located? (Submit a copy of the deed, title, etc.)

9. If property rented/leased, owner's name and address (Submit a copy of an executed lease, sublease, rental agreement, contract, etc.)

10. Contact Person _____ Home/Mobile Phone Number _____

E-mail Address _____

Owner of Building in Which the Licensed Established is Located

11. Building Owner's Full Name _____

12. Building Owner's Street Address _____

City, State, Zip _____

13. Business Telephone Number of Building Owner _____

E-mail Address _____

14. What is the occupancy loads as determined by the Fire Department? _____

15. What is the proposed number of seats, including bar seats, in all areas (Indoor and Outdoor Areas)?

16. Will you have live entertainment (Specify)? _____

17. I acknowledge that night clubs are not a permitted use in the ODD (please initial). _____

18. What will be your business/operating hours? _____

19. What is the total square footage of the licensed premises? _____

20. Will you use any outside area(s) for the sale of consumption of alcoholic beverages (Specify – provide diagram)?

21. Will the licensed premises require tenant improvements? _____

22. I acknowledge that all tenant improvements must be permitted within 60 days and the work completed and the new or expanded use open for business within twelve (12) months of the award of surplus floor space (please initial). _____

23. Floor Plan – Provide a detailed floor plan/diagram that depicts the actual seating (indoor and outdoor), serving area, kitchen, etc. of the alcohol licensed premises.

24. I acknowledge that this application is not transferable (please initial). _____

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

Signed this _____ day of _____, 20_____.

Signature of Applicant

State of Florida
Martin County

The foregoing instrument was acknowledged before me on this _____ day of _____, 20__ by
_____ who is personally known to me, or who has produced _____
as identification and who did/did not take an oath.

Notary Signature

Commission expires:

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

Meeting Date: 6/12/2017

Prepared by: T. O'Neil

Title of Item:

RESOLUTION No. 70-2017; A RESOLUTION OF THE CITY OF STUART, FLORIDA ALLOCATING \$125,000 IN BUILDING PERMIT FEE PROCEEDS TO THE CITY'S ENERGY EFFICIENCY REBATE PROGRAM; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES. (RC)

Summary Explanation/Background Information on Agenda Request:

With pay-outs to date totaling \$371,000, the City's rebate program for energy efficient windows, doors, A/C units, hot water heaters, etc., first launched in 2014, has enjoyed significant and measurable success. Thus far over 800 rebates have been issued directly to 693 homeowners and interest in the program remains strong. Accordingly, staff is once again seeking Commission approval to extend the life of the program by allocating an additional \$125,000 for energy rebates. As in the past, these monies will be derived exclusively from building permit fees and not the general fund. The BP fund's current balance is \$1,140,690. Approving an additional \$125,000 for energy rebates is in keeping with the Commission's practice of maintaining a BP fund balance of around a million dollars.

Note: The BP fund is also used in support of the City's partnership with the not-for-profit Solar Energy Loan Fund (SELF) organization which conducts energy audits and makes construction loans for energy efficient improvements. City funding for SELF has ranged between \$30K-\$50K a year over the past several years and is a recurring line item in the Development Department budget. Other uses of the BP fund include contractor education initiatives and bridge funding for the demolition of derelict structures.

CITY MANAGER'S NOTE: This remains a highly successful program, which has not caused any operating issues. Since the funds do not come from the General Fund or the Utilities Fund, there is NO impact on the taxpayers or the utility ratepayers. I encourage your continued support of this program.

Funding Source:

Building Permit Fund

Recommended Action:

Approve Resolution No. 70-2017

ATTACHMENTS:

Description	Upload Date	Type
☐ Resolution No. 70-2017	6/2/2017	DRAFT RESOLUTION

- | | | | |
|---|----------------------------------------|----------|--------------------|
| ▢ | Program's original enabling resolution | 6/2/2017 | Backup
Material |
| ▢ | Rebate Poster | 6/2/2017 | Backup
Material |



**BEFORE THE CITY COMMISSION
CITY OF STUART**

RESOLUTION NO. 70-2017

**A RESOLUTION OF THE CITY OF STUART, FLORIDA
ALLOCATING \$125,000 IN BUILDING PERMIT FEE PROCEEDS
TO THE CITY'S ENERGY EFFICIENCY REBATE PROGRAM;
PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER
PURPOSES.**

WHEREAS, the Stuart City Commission deems it appropriate and in the public's best interest to offer and support the City's Energy Efficiency Rebate Program, and

WHEREAS, nearly 700 homeowners have participated in the Program since its inception in 2013, and

WHEREAS, with a steadily increasing number of homeowners choosing to make energy efficient improvements to their homes, interest in the City's Program remains strong.

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

SECTION 1. An allocation of \$125,000 in building permit fee proceeds to the City's Energy Efficiency Rebate Program is hereby approved.

SECTION 2. This Resolution shall take effect immediately 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:

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

YES	NO	ABSENT

ADOPTED this 12TH day of June, 2017.

ATTEST:

CHERYL WHITE, MMC
CITY CLERK

TROY A. MCDONALD
MAYOR

Approved as to Form and Correctness:

MICHAEL J. MORTELL
CITY ATTORNEY



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA
RESOLUTION 90-2014**

A RESOLUTION OF THE STUART, FLORIDA CITY COMMISSION TEMPORARILY AUTHORIZING A REBATE PROGRAM FOR CERTAIN ENERGY EFFICIENT RENOVATION ACTIVITIES; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, to encourage energy efficient renovation activities, the Stuart City Commission deems it appropriate and in the Public's best interest to temporarily establish a rebate program for the installation of solar water heaters, high efficiency air conditioning systems, highly rated windows and doors, and other comparable building improvements.

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

SECTION 1: An energy efficiency rebate program for specific renovation activities is hereby established for a temporary and indefinite period, on a first-come first-served basis, providing that rebate expenditures over the life of the program, which shall be derived from the City's Building Permit Reserve fund, shall not exceed \$200,000. Further, the program is cancellable at any time by a vote of the City Commission.

SECTION 2: The following rebates shall apply:

Solar Water Heater	\$350.00	Ea.
Tankless Water Heater	\$350.00	Ea.
15 Seer or Higher HVAC system	\$500.00	Ea.
Duct Repair/Sealing/Replacement	\$300.00	
Energy Star Rated Roof	\$500.00	
Radiant Roof Barrier System	\$200.00	
Energy Star Rated Windows or Doors	\$100.00	Ea.
Attic/Roof/Wall/Floor Insulation	\$300.00	
Low Flow Plumbing Fixture Replacement	\$25.00	Ea.
Solar Attic Fans	\$75.00	Ea.

SECTION 3: Additional program conditions: (a) Solar Panels used to heat swimming pools are not eligible for the rebate program. (b) only ENERGY STAR Rated equipment shall be eligible for a program rebate, (c) all equipment and materials must be installed by a qualified contractor, (d) new construction and projects involving renovation of more than two-thirds of the square footage of an existing structure shall not be eligible for program rebates.

SECTION 4: A report on program activities shall be produced on at least a quarterly basis.

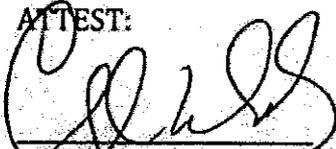
SECTION 4: This Resolution shall take effect upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
TROY A. Mc DONALD, MAYOR	X			
KELLI GLASS LEIGHTON, VICE-MAYOR	X			
EULA CLARKE, COMMISSIONER	X			
JEFFREY A. KRAUSKOPF, COMMISSIONER	X			
THOMAS CAMPENNI, COMMISSIONER	X			

ADOPTED this 22nd day of September, 2014.

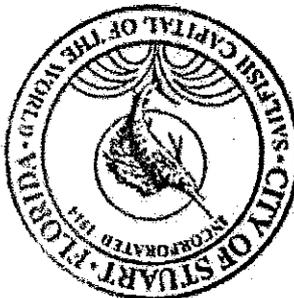
ATTEST:


 CHERYL WHITE
 CITY CLERK


 TROY A. Mc DONALD
 MAYOR

APPROVED AS TO FORM
 AND CORRECTNESS:


 MICHAEL MORTELL
 CITY ATTORNEY





Homeowner Rebates



Solar Water Heater	\$350.00	Ea.
Tankless Water Heater	\$350.00	Ea.
16 Seer or Higher HVAC system	\$500.00	Ea.
Duct Repair/Sealing/Replacement	\$300.00	
Energy Star Rated Roof	\$500.00	
Radiant Roof Barrier System	\$200.00	
Energy Star Rated Windows or Doors	\$100.00	Ea.
Attic/Roof/Wall/Floor Insulation	\$300.00	
Low Flow Plumbing Fixture Replacement	\$25.00	Ea.
Solar Attic Fans	\$75.00	Ea.

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

Meeting Date: 6/12/2017

Prepared by: Nicole King

Title of Item:

VOTING DELEGATE FOR FL LEAGUE OF CITIES (RC)

Summary Explanation/Background Information on Agenda Request:

Each municipality designates one official to be the voting delegate for the Florida League of Cities. One official from each municipality who will make decisions that determine the direction of the League, based upon those factors that will benefit their respective city, and the common good.

Funding Source:

N/A

Recommended Action:

Motion to appoint Commissioner _____ as the FLC Delegate for the Annual Meeting.

ATTACHMENTS:

Description	Upload Date	Type
☐ FLC Voting Delegation Info	6/2/2017	Attachment



301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

RECEIVED

MAY 26 2017

CITY OF STUART-CITY MGR.

TO: Municipal Key Official

FROM: Michael Sittig, Executive Director 

DATE: May 22, 2017

SUBJECT: 91st Annual FLC Conference
VOTING DELEGATE INFORMATION
August 17-19, 2017 – World Center Marriott, Orlando

As you know, the Florida League of Cities' Annual Conference will be held at the World Center Marriott, Orlando, Florida on August 17-19. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2016.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 14, 2017.**

Attachments: Form Designating Voting Delegate

President **Susan Haynie**, Mayor, Boca Raton

First Vice President **Gil Ziffer**, Commissioner, Tallahassee • Second Vice President **Leo E. Longworth**, Commissioner, Bartow

Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

**91st Annual Conference
Florida League of Cities, Inc.
August 17-19, 2017
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Gail Dennard at (850) 222-3806 or email gdennard@flcities.com

Important Dates

May 2017

Notice to Local and Regional League Presidents and Municipal Associations
regarding the Resolutions Committee

June 2017

Appointment of Resolutions Committee Members

July 12th

Deadline for Submitting Resolutions to the League office

August 17th

Policy Committee Meetings
Voting Delegates Registration

August 18th

Resolutions Committee Meeting

August 19th

Immediately Following Breakfast – Pick Up Voting Delegate Credentials
Followed by Annual Business Session

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

Meeting Date: 6/12/2017

Prepared by: Michael Mortell

Title of Item:

7-Eleven at 2375 Kanner Highway. A policy discussion regarding lease or sale of property located at 2375 Kanner Highway (northeast corner of Kanner Hwy. and Monterrey Road. (RC)

Summary Explanation/Background Information on Agenda Request:

In previous meetings, the City Commission discussed the proposed long term lease or sale of the property currently occupied by 7-Eleven, which has decided not to exercise its option to extend the lease. The Commission discussed potential future uses while also considering and deciding on the removal of the gasoline storage tanks, and the building structure which is a condition of the lease.

Pursuant to Commission direction, staff informed 7-Eleven that it is required to remove the building and tanks from the property no later than June 30, 2017 or it will be responsible for monthly rent until the property is restored to its original condition. 7-Eleven has informed the procurement department that it is ready to move forward and restore the property.

However, the City received an unsolicited offer to purchase the property. The offer includes the structure and tanks. Therefore, the Commission must decide if Staff should negotiate with a potential purchaser and delay the removal of the tanks. If the removal is delayed, 7-Eleven will not be responsible to pay hold over rent for the delay period and time is of the essence because 7-eleven desires to move forward immediately.

Pursuant to Division 3, section 2-253 of the Stuart Code of Ordinances, no real property owned by the city shall be sold unless a real estate appraisal report has been presented to the city commission which contains an estimate of the fair market value of the subject real property determined within the preceding three months. In addition, the prospective purchaser shall agree to pay for any appraisals required by the city commission as a condition precedent to the further consideration of the application by the city commission.

If the Commission does not intend to sell the property then an appraisal isn't necessary as the offer is only for purchase. On the other hand, time is of the essence because the proposal includes the tanks and building which are currently subject to removal by 7-11 during the next few weeks.

If The Commission desires to negotiate the sale of the property, the City needs to release 7-Eleven from the obligation to pay rent for any months after July 1 that the structure remains.

The Contract offer is silent on the issue of the billboard which means it would typically be included in the sale pursuant to the current offer. The Commission needs to provide direction regarding the billboard as well. If it is included in the sale, then the projected income can be included in the appraisal. If it will be excluded by a perpetual easement then the appraisal will reflect same.

Funding Source:

N/A

Recommended Action:

1. Motion providing direction to staff regarding sale or lease of property.
2. Motion providing direction regarding the billboard located on site.
3. Motion giving staff authority to delay removal of tanks and structure on property, if necessary.
4. Motion directing staff to negotiate a contract with the potential purchaser, and obtain an Appraisal (if terms are reached), and draft a Resolution authorizing the sale for Commission action on June 26th, or as soon thereafter as possible.

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

Meeting Date: 6/12/2017

Prepared by: T. O'Neil, S. Mayer

Title of Item:

ORDINANCE No. 2332-2017; 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 2.04.02, SUPPLEMENTAL AREA REQUIREMENTS"; 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. (RC)

Summary Explanation/Background Information on Agenda Request:

This agenda item is a companion to Ordinance No. 2342-2017, which is a text amendment to the Future Land Use Element of the Comprehensive Plan. Please refer to the staff memo and analysis that was performed for the companion Ordinance.

Funding Source:

N/A

Recommended Action:

Approve Ordinance No 2332-2017 on first reading.

The second reading will be held until the review of the companion Comprehensive Plan Ordinance by the Department of Economic Opportunity is complete.

ATTACHMENTS:

Description	Upload Date	Type
☐ Staff Memo	4/26/2017	Backup Material

▣ Ordinance No. 2332-2017	4/25/2017	Backup Material
▣ Data and analysis	6/6/2017	Exhibit
▣ Data and Map Package	4/26/2017	Backup Material
▣ LPA Minutes	4/25/2017	Backup Material
▣ Public Correspondence	4/25/2017	Backup Material
▣ Apgar Pennock Memo	4/26/2017	Backup Material

Memorandum

To: City Commission

From: Terry O'Neil, City Development Director

Cc: Paul Nicoletti, City Manager
Mike Mortell, City Attorney
Stephen Mayer, Senior Planner

Date: April 26, 2017

Re: Inconsistencies between the City's Comprehensive Plan and Land Development Code (LDC) and within the LDC itself, pertaining to residential density.

In mid-2016, a yet-to-be-processed minimum lot size reduction variance application before the City's Board of Adjustments (BOA) and questions raised by an objecting neighbor as to how the site's maximum residential density (units per acre) should be calculated brought to light several long-overlooked conflicts between the City's Comprehensive Plan and Land Development Code, and within the LDC itself.

Stuart's 50-year practice of controlling residential density thru minimum lot sizes and thru the Board of Adjustments

Since the City's first comprehensive zoning code was adopted in 1967, minimum lot sizes for one and two-family homes have remained unchanged. They are:

<i>Zone</i>	<i>Minimum lot size (Sq. Ft.)</i>
<i>R-1A</i>	<i>10,000</i>
<i>R-1</i>	<i>7,500</i>
<i>R-2 (Duplex)</i>	<i>7,500</i>
<i>R-2 (Single Family)</i>	<i>6,000</i>

Thus for 50 years, a single-family or duplex lot meeting these standards (as well as minimum lot width, impervious coverage limitations, parking and setbacks) has been deemed compliant and suitable for development. Further, at least since 1967, the City's Board of Adjustments (BOA) has from time to time granted lot size variances allowing single-family and duplex homes on smaller lots without regard to site-specific density calculations. In 2007, the LDC was amended to include "Cottage Lot" provisions which encouraged smaller lot development (typically 5,000 square feet) within the older, established R-1 and R-2 zoned subdivisions. As with lots meeting the LDC's minimum area requirements or lots granted a size variance by the BOA, cottage lots have also been deemed developable without regard to site-specific density calculations.

When did site specific density calculations come into play?

In 2002, prompted by a Martin County law suits over annexation, in accordance with Florida’s 1980’s-Era Growth Management Law, the City was compelled to add residential densities to its Comprehensive Plan¹ and in doing so chose to cap the “*Low-Density Residential*” land use category² at 7 units per acre. This category encompasses the R-1A, R-1 and R-2 (duplex) zoning districts. Sometime following this amendment, the LDC itself was inexplicably or perhaps inadvertently altered to include even more restrictive density caps of (4) four units per acre in the R-1A zoning category and (5) units per acre in the R-1 district. In drafting these two amendments, City staff failed to recognize the conflicts they created between the Comprehensive Plan and the LDC, and within the LDC itself.

Fixing the problem

To resolve these conflicts, both the City’s Comprehensive Plan and its LDC must be amended. (Please see attached legal opinions from the City Attorney and outside experts Robert Apgar and Robert Pennok). If no action is taken, there are several scenarios under which a property owner may no longer be able to seek a lot size variance from the Board of Adjustments or develop in reliance on the LDC’s minimum lot size standards in place since 1967.

The following table illustrates the density versus minimum lot size conflicts:

<i>Zone</i>	<i>Current minimum lot size per LDC (Sq. Ft.)</i>	<i>Required lot size if CP’s 7 UPA cap is applied (Sq. Ft.)</i>	<i>Required lot size if LDC’s 4 UPA cap is applied (Sq. Ft.)</i>	<i>Required lot size if LDC’s 5 UPA cap is applied (Sq. Ft.)</i>	<i>Required lot size if LDC’s 7 UPA density caps applied (Sq. Ft.)</i>	<i>Lot meets CP’s 7 UPA density cap</i>	<i>Lot meets LDC’s density cap</i>	<i>Proposed Fix</i>
<i>R-1A</i>	<i>10,000</i>	<i>6,223</i>	<i>10,890</i>	<i>NA</i>	<i>NA</i>	<i>YES</i>	<i>NO</i>	<i>Remove 4 UPA cap in LDC</i>
<i>R-1</i>	<i>7,500</i>	<i>6,223</i>	<i>NA</i>	<i>8,712</i>	<i>NA</i>	<i>YES</i>	<i>NO</i>	<i>Remove 5 UPA cap in LDC</i>
<i>R-2 duplex</i>	<i>7,500</i>	<i>12,446</i>	<i>NA</i>	<i>NA</i>	<i>12,446</i>	<i>NO</i>	<i>NO</i>	<i>Amend the Comp Plan and LDC to increase range to 11.62 for duplexes</i>
<i>R-2 Single Family</i>	<i>6,000</i>	<i>6,223</i>	<i>NA</i>	<i>NA</i>	<i>6,223</i>	<i>NO</i>	<i>NO</i>	<i>Amend the Comp Plan and LDC to increase range to 8.62 for Single Family</i>

¹ Each jurisdiction’s state-mandated comprehensive plan overrides any conflicting language that may exist within its land development code.

² Excluding the Pines/Windemere PUD, there are 629.4 acres of land within the “low-density residential” land use category, excluding rights-of-way. This category encompasses 2,102 residential parcels. Approximately 74 of these are vacant. Dividing 629.4 acres by the number of existing single family and duplex parcels yields an average actual density of 3.34 units per acre. This figure reduces further if rights-of-way are factored in.

Are there any unintended consequences to the proposed remedial amendments?

Some residents have expressed concern that remedially increasing the *low-density residential* caps in the City Comprehensive Plan and LDC may lead to unwanted or unanticipated growth. Stuart's historical growth patterns and existing regulatory safeguards suggest otherwise:

- One need only look to Stuart's 50-year history of controlling residential density through minimum lot sizes and the good judgement of the BOA to see how well the approach has worked.
- Again, no changes to the minimum lot sizes in the LDC, in place since 1967, are being proposed.
- With regard to lot size variances, the BOA's track record is a conservative one. In the last 50 years only 27 of 227 variance requests have been for lot size reductions. Of those 27 requests, 2 were withdrawn and another 2 were denied. In 50 years, only 23 variance requests for lot sizes have been approved. When measured against the total number of low density residential lots in the City (2,102 lots) the potential for runaway growth because of actions by the BOA is de minimus. (2,102 lots as compared to 23 substandard lots allowed by variance)
- *Tear down scenario.* What if a developer purchased (10) ten adjoining, already developed riverfront parcels in the R-1A zoning district, tore the existing homes down, and with a newly increased density cap in place, sought a variance from the BOA to allow for a series of (20) twenty fifty-foot wide lots of 5,000 square foot each? While theoretically possible, in the decades before today's density conflict was discovered, this scenario has never played out. City residents are traditionally very vocal in protecting their neighborhoods from wholesale change and are not shy about making their feelings known to the BOA. Also, to ensure quality and a degree of certainty about the final product, it has long been the BOA's practice to require "compatible" site plans and architectural elevations as a condition of approval, including lot size reductions. Finally, all BOA determinations are appealable to the City Commission.

Notwithstanding these safeguards, to eliminate even the remotest possibility of the above scenario, if so directed, staff will draft additional language in the Comprehensive Plan and the LDC that forbids variance applications in the low-density residential category involving multiple lot consolidation and subdivision into smaller lots.

Recommendation

Staff strongly supports the City's 50 year tradition of regulating residential density mainly through minimum lot sizes and the BOA, and recommends moving forward with the attached remedial ordinances.

Return to:

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

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

ORDINANCE NO: 2332-2017

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 2.04.02, SUPPLEMENTAL AREA REQUIREMENTS", 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.

WHEREAS, the effective regulation of zoning density, as a means of regulating the volume, location, and intensity of residential dwelling units is vital to the public's health safety and welfare; and

WHEREAS, Policy A7.2 of the City's Comprehensive Plan establishes a "Table of Land Use Densities and Intensities which provides that the maximum dwelling units per acre of 7

dwelling units per acre within the Low Density Residential Future Land Use Designation;
and

WHEREAS, Objective B1 of the City's Comprehensive Plan discourages urban sprawl by facilitating urban redevelopment and infill development of properties and planning for urban infill and redevelopment of lands located within Stuart in order to achieve a compact urban form.

WHEREAS, on February 16, 2017, the Local Planning Agency met for the purpose of transmitting its recommended amendment to the Land Development Code; and

WHEREAS, the Stuart City Commission held duly noticed public workshop on May 3, 2017, and public hearings on May 22 and June 12, 2017, to consider this ordinance and provide for full public participation in the Land Development Code amendment process.

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

SECTION 1: The City of Stuart Land Development Code Chapter 2, Section 2.03.05, Table 3, "Maximum Dwelling Units per Acre" is hereby amended as follows:

TABLE 3

MAXIMUM DWELLING UNITS PER ACRE

Comprehensive Plan Land Use Classification	Zoning Districts																			
	R1-A	R-1	R-2	R-3	RPUD ¹	B-1	B-2	B-3	B-4	CPUD	P	I	IPUD	H	PSPUD	MXPUD	Urban Code District	East Stuart		
																		GRO	BMU	SFD
Low Density Residential	4 8.72	5 8.72	7 8.72 to 11.62 ⁸		4 ² /7 ³ /15 ⁴ 8.72 to 11.62 ⁸															
Multi-family Residential				10 to 11.62 ⁹	4 ² /7 ³ /15 ⁴ 30	10	L	L								15 ²	30			
Office/Residential				10 to 11.62 ⁹	15 30	10	10	10		5 ⁷ /7 8/10 4						15 ²	30			
Commercial				10		10	L	L		5 ⁷ /7 8/10 4						15 ²	15			
Downtown Redevelopment				15/30	15/30 ³	15/30	15/30			5 ⁷ /7 8/10 4						15 ²	15/30 ⁶			
Neighborhood/Special Dist.					15					5 ⁷ /7 8/10 4						15 ²	15/30 ⁶			
Industrial																				
East Stuart																15 ²		15/30 ⁵	15/30 ⁵	17
Marine/Industrial				15			15									15 ²	15/30 ⁶			
Public											E									
Recreation																				
Institutional					4 ² /7 ³ /15 ⁴															
Conservation																				

R-1A Single Family - Estate; R-1 Single Family - General; R-2 Duplex; R-3 Multi-Family/Office; R-M Residential Multi-Family; B-1 Business -Limited; B-2 Business-General; B-3 Business-Restricted; B-4 Limited Business/Manufacturing; P Public Service; I Industrial; H Hospital; Planned Unit Development (PUD) includes Residential (RPUD), Commercial (CPUD), Public Service (PSPUD), Industrial (IPUD), and Mixed Use (MXPUD); Urban Code District includes Urban General (UG), Urban Center (UC), Urban Neighborhood (UN), Urban Highway (UH), Urban Waterfront (UW); East Stuart District includes Business and Mixed Use (BMU), General Residential and Office (GRO), Single-family and Duplex (SFD).

Footnotes:

1 = Assisted Living Facility (ALF) is allowed a maximum of 30 units per acre in land use classification multi-family residential, office/residential, and downtown redevelopment.

~~2 = Single Family Detached Dwelling Unit~~

~~3 = Single Family Attached Dwelling Unit~~

~~4 = Multi Family Dwelling Unit~~

~~2.5~~ = Potential Bonus Units Allowable. Where not less than 50% of the total residential units of site are smaller than 1,500 square feet in size, then at the sole discretion of the city commission, a residential unit variety density bonus may be awarded (Refer to Land Development Code Table 2.07.00.C).

~~3.6~~ = Up to 30 units with Major Urban Code Conditional Use

~~7 = Based on R-1 Density Requirements~~

~~8 = Based on R-2 Density Requirements~~

~~4.9~~ = Based on R-3, B-1 and B-2 Density Requirements

~~5.10~~ = Up to 30 with East Stuart District Conditional Use Approval

~~6.11~~ = Up to 30 upon approval by City Commission with a RPUD within the Downtown Redevelopment Land Use area

~~7 = Up to 11.62 dwelling units per acre for duplexes provided that such a density achieves certain performance standards in the Land Development Code~~

~~8 = Maximum 8.72 dwelling units per acre for single family dwelling units and 11.62 dwelling units per acre for duplex units~~

~~9 = Maximum ten (10) dwelling units per acre for single and 11.62 dwelling units per acre for multi-family and duplex units~~

E = Only Residential dwelling unit allowed and only by Conditional Use

L = Limited. No maximum density established by Land Development Code or Comprehensive Plan at this time. Rather, the term "Limited" is used instead of a numerical value.

2.04.02 SUPPLEMENTAL AREA REQUIREMENTS

A. Minimum width and area of lots, unless varied by the Board of Adjustments via a variance approval.

1. No lot, even though it may consist of one or more adjacent lots of record, shall be reduced so that the lot width or depth, front side or rear yard, minimum lot area of other requirements of this code are not maintained. This section shall not apply when a portion of a lot is subsequently acquired for public purposes.
2. No residential lot shall be less than 60 feet in width. In the case of irregularly shaped lots, the average lot width shall be measured and determined in accordance with the definition of average lot width set forth in Chapter XII.
3. No platted lot shall contain less than 6,000 square feet.

2.07.00 DESIGNATION OF PLANNED UNIT DEVELOPMENT (PUD)

3. Density. The net residential density for an RPUD shall not exceed the maximum permitted as prescribed by the following:

A. Single-family, detached: ~~Four~~ 8.72 dwelling units per acre

B. Single-family, attached: ~~Seven~~ 8.72 dwelling units per acre

C. Multiple-family residential: ~~15~~ 30 dwelling units per acre

2.03.03. Planned Unit Development (PUD) density

The density for a planned unit development shall not exceed those densities set forth in Table 3 – Maximum Dwelling Units per Acre, unless a density bonus as defined herein, has been granted by the city commission as part of a planned unit development zoning agreement.

Chapter 12, “definitions”, to clarify the definition of net density and density bonus

Density Bonus: Additional residential density may be approved for a RPUD in accordance with the City of Stuart's comprehensive plan and land development regulations provided the total density does not exceed 30 dwelling units per acre. A density bonus may only be granted at the discretion of the City Commission as an incentive for developments to provide greater public amenities or housing opportunities which enhance the City, such as affordable housing, new housing stock, or housing types that are in demand.

Net density: The net density of a project shall be computed by dividing the total number of units to be constructed by the net residential acreage of the parcel. The net residential acreage of a parcel shall be the acreage devoted to residential lots buildings, and accessory structures rights-of-way, common areas, landscape buffers and retention areas less all bodies of water including wet retention areas, the dedicated public open space, all easements dedicated to a governmental body for a public use, all public and private road right-of-ways, and required protected environmentally sensitive areas.

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

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

SECTION 4: The provisions of this ordinance shall be codified.

SECTION 5: This ordinance shall become effective immediately upon adoption.

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

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

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

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

ATTEST:

CHERYL WHITE
CITY CLERK

THOMAS CAMPENNI
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

Data and Analysis Summary

This section provides data and analysis, including an examination of consistency with **Rule Chapter 9J-5, F.A.C. and Chapter 163, F.S.** and the City's Comprehensive Plan.

A. Procedure

The proposed amendment to adopted Comprehensive Plan policies is a text amendment subject to the Expedited State Review Process per provisions of Chapter 163.3184(3) and (5), Florida Statutes, adopted by the 2011 state legislation. The Expedited State Review Process applies to all comprehensive plan amendments except small scale amendments and amendments that must follow the State Coordinated Review process, such as the Evaluation and Appraisal Review (EAR) - based amendments.

If the Commission approves the proposed amendment, it will be transmitted for review to the Florida Department of Economic Opportunity (DEO), currently the state land planning agency. Within the DEO, the program is then administered by the Division of Community Planning and Development and Bureau of Comprehensive Planning. The final adoption by the City Commission is tentatively scheduled for July of 2017.

B. Proposed Text Changes

This amendment will address a discrepancy between gross density within the Comprehensive Plan and densities long since established in the City's Land Development Code and historic growth patterns by updating the land use categories so they better align with the City's vision through adopting the new density requirements of Ordinance No. 2342-2017 into the Comprehensive Plan. Please see **Exhibit "A"** for the text of the proposed text amendment.

The proposed increases in maximum density can be summarized as follows:

- (A) Low Density Residential land use category from <7 to <8.72 for single family uses
- (B) Low Density Residential land use category from <7 to 11.62 for duplex uses
- (C) Multi-Family Residential land use category from <15 to <30 for RPUD only
- (D) Multi-Family Residential land use category from <10 to <11.62
- (E) Office/Residential land use category from <15 to <30 for RPUD only
- (F) Office/Residential land use category from <10 to <11.62
- (G) East Stuart land use category from <15 to <17

C. Consistency with the Comprehensive Plan

This proposed amendment furthers several provisions of the Future Land Use and Housing Elements of the Comprehensive Plan, including the items listed below.

Exhibit “B” – Comprehensive Plan Objectives and Policies Consistency Analysis

D. Land Development Code Implications

This proposed amendment will result in changes to the Land Development Code (LDC). Please see Ordinance No. 2332-2017, attached as **Exhibit “C”** for the text of the proposed text amendment. This will be amended concurrently with the Comprehensive Plan text amendment in order to provide stream less consistency between the two documents.

E. Recommendation

As indicated herein and analyzed fully in **Exhibit “D”**, staff recommends approval of the proposed City-initiated Comprehensive Plan text amendment and a related Land Development Code text amendment implementing the changes to the Comprehensive plan for transmittal to the State for an Expedited State Review.

Exhibit “A”
Proposed Comprehensive Plan Text Revisions

Strike thru text in **red**

Added text in **blue**

Policy A7.2. Gross densities, gross intensities and proportional use amounts for each land use category are established in the “Table of Land Use Densities and Intensities” that is adopted as part of this element.

Table of Land Use Densities and Intensities

Land Use Category	In/Out CRA ¹	Residential				Non-Residential			
		General	Not A ELF ⁴	A ELF	>15 du/acre ⁵	%residential	General	>2.0 FAR ³	%non-residential
Low Density Residential	NA	<7 du/ae <8.72 du/ac to 11.62 du/ac ⁵	<7 du/ae <8.72 du/ac to 11.62 du/ac ⁵	none	None	95-100	<0.75 FAR		0-5%
Multi-Family Residential	In	<15 du/ac	<15 du/ae <30 du/ac	<30 du/ac	<5 ae	70-100	<3.0 FAR	<20 ac	0-30%
	Out	<10 du/ac to 11.62 du/ac ⁹	15 du/ae <30 du/ac	<30 du/ac	<40 ae	70-100	<0.5 FAR		0-30%
Commercial	In	<15 du/ac	<15	<30 du/ac	<5 ae	0-15	<3.0 FAR	<50 ac	85-100%
	Out	<10 du/ac	<10	<30 du/ac	<25 ae	0-15	<1.5 FAR		85-100%
Office/ Residential	In	<15 du/ac	<15 du/ae <30 du/ac	<30 du/ac	<5 ae	0-25	<3.0 FAR	<10 ac	75-100%
	Out	<10 du/ac	<10 du/ae	<30 du/ac	<5 ae	0-25	<1.5 FAR		75-100%

		to 11.62 du/ac ⁹	<30 du/ac						
Industrial	In	None				0	<3.0 FAR	<10 ac	100%
	Out	None				0	<1.0 FAR		100%
Public		None				0	<1.0 FAR		100%
Institutional		<10 du/ac	<30 du/ac	<30 du/ac	<5 ae	0	<0.75 FAR		100%
Recreation		None					<0.5 FAR		100%
Downtown Redevelopment		<15 du/ac ⁸	<30 du/ac	<30 du/ac	<25 ae	0-70	<4.0 FAR	<50 ac	0-70% ⁶
Neighborhood/ Special District	In	<15 du/ac		<30 du/ac	<5 ae	30-90	<3.0 FAR	<10 ac	10-70%
	Out	<15 du/ac		<30 du/ac	<5 ae	30-90	<2.0 FAR		10-70%
East Stuart	NA	<15 du/ae <17 du/ac	<15 du/ae <17 du/ac	<30 du/ac	<5 ae	70-100	<1.5 FAR		0-30%
Conservation		None				0	<10% ISR		100%
Marina/ Industrial		<15 du/ac	<15 du/ac	NA	<5 ae	0-25	<3.0 FAR	<5 ac	0-75%

¹ CRA = Community Redevelopment Agency. A delineated area

² RPUD = Residential Planned Unit Development; ~~Major UCE = Major Urban Code Exception~~ Major UCCU = Major Urban Code Conditional Use

³ The total number of acres in developments approved and constructed after the policy effective date that exceed 2.0 FAR shall not exceed the specified amount.

⁴ A ~~CLF = Assisted Adult Congregated~~ Living Facility

~~⁵ The Total number of acres in developments approved and constructed after the policy effective date that exceed 15 du/ae shall not exceed the specified amount and shall be approved via a Planned Unit Development or Major Urban Code Exception~~

⁵ This designation is intended for parcels that are suited for single family attached and detached and duplex development ranging in density from 8.72 for single family units to 11.62 for duplex units.

⁶ Recreation uses shall not exceed 25 percent of the land area

⁷ ISR = Impervious surface ratio. Not to exceed 10,000 square feet for any contiguous parcel.

⁸ Shall be interpreted on an Urban Subdistrict basis within the CRA (including Urban Neighborhood, Urban General, Urban Center, Urban Waterfront, and Urban Highway)

⁹ **This designation is intended for parcels that are suited for single family attached and detached, duplex and multi-family development ranging in density from 10 for single family units to 11.62 for multi-family and duplex units.**

Note: Throughout the City, properties located in the Coastal High Hazard Area (CHHA), as identified on the future land use map in the Coastal Element of the Comprehensive Plan, are limited to 15 dwelling units per acre unless the applicant can demonstrate to comply with Florida Statute 163.3178 (9)(a)1,2 and 3. ALFs shall continue to be prohibited within the Coastal High Hazard Area.

Exhibit “B”

Comprehensive Plan Objectives and Policies Consistency Analysis

The following are adopted Comprehensive Plan policies in support of the text changes:

FUTURE LAND USE ELEMENT

Policy A5.1: The Future Land Use Element of the City’s adopted Comprehensive Plan shall provide land for future residential use to promote a more compact development pattern. This shall include sufficient land suitable for the public utility facilities needed to support the projected level and pattern of development.

Staff Comment: The areas that the City are promoting an allowance to split into higher density lots are within the Low Density Residential Land Use Category. Map A illustrates the location of the Low Density Land Use Category, a majority of which is centrally located within the City, adjacent to the downtown area and a majority of which is located within the City’s Community Redevelopment Agency (CRA). By allowing lot splits when there is a reasonable request for a hardship, the City will allow more compact development patterns within existing infrastructure and in conformance with current patterns of development.

Policy A5.4: City land development regulations and housing programs should support the provision of housing for very-low income to moderate income residents.

Staff Comment: The City has historically observed smaller lot sizes and in turn smaller houses as desirable within the City’s platted neighborhoods. This can be contributed to the fact that smaller houses are more affordable to purchase and maintain. The trend toward smaller houses and the correlation between affordable housing and the size of the lot demonstrate the necessity for the City to remain flexible in regard to minimum lot sizes, which includes the increasing of densities to ensure that 5,000 square foot lots within all zoning districts are attainable under the density limits of the Comprehensive Plan.

Objective B1: Compact Urban Form. Discourage urban sprawl by facilitating urban redevelopment and infill development of properties and planning for urban infill and redevelopment of lands located within Stuart in order to achieve a compact urban form.

Staff Comment: Similar to the comment above regarding compact urban form, the City is encouraging infill development and redevelopment of lands located within the Low Density Land Use category, by allowing them to petition the City for smaller minimum lot sizes.

HOUSING ELEMENT

Policy A2.6: Housing opportunities. In order to expand the number and type of opportunities for affordable housing, the City will encourage new construction through density bonuses and other provisions provided through the land development regulations as well as through grants and special programs administered by the City.

Staff Comment: It is the intent of the City to provide a more diverse housing stock with greater housing opportunities, and to regulate those provisions through the adherence of minimum lot sizes within the City's Land Development Regulations, which will allow for the provision of a variance to reduce the size of lots to no less than 5,000 square feet within the Low Density Land Use Category for single family lots, and a total of 7,000 square feet for duplexes in the same land use. This will allow the City to regulate expansion of the housing stock and allow opportunities where they conform with the provisions of the code.

Policy E.1.1: The City shall continue to apply existing standards within its LDC to encourage reinvestment in the City's existing housing stock. These standards include relaxed lot coverage and setback provisions, cottage lot allowed and less restrictive variance criteria.

Staff Comment: The City's cottage lot allowances are being promoted by the relaxation of density limits mandated by the Comprehensive Plan. By allowing 5,000 square foot lots, the City is encouraging reinvestment in the City's existing housing stock.

Footnotes:

1 = Assisted Living Facility (ALF) is allowed a maximum of 30 units per acre in land use classification multi-family residential, office/residential, and downtown redevelopment.

~~2 = Single Family Detached Dwelling Unit~~

~~3 = Single Family Attached Dwelling Unit~~

~~4 = Multi-Family Dwelling Unit~~

~~2 5~~ = Potential Bonus Units Allowable. Where not less than 50% of the total residential units of site are smaller than 1,500 square feet in size, then at the sole discretion of the city commission, a residential unit variety density bonus may be awarded (Refer to Land Development Code Table 2.07.00.C).

~~3 6~~ = Up to 30 units with Major Urban Code Conditional Use

~~7 = Based on R-1 Density Requirements~~

~~8 = Based on R-2 Density Requirements~~

~~4 9~~ = Based on R-3, B-1 and B-2 Density Requirements

~~5 10~~ = Up to 30 with East Stuart District Conditional Use Approval

~~6 11~~ = Up to 30 upon approval by City Commission with a RPUD within the Downtown Redevelopment Land Use area

~~7 = Up to 11.62 dwelling units per acre for duplexes provided that such a density achieves certain performance standards in the Land Development Code~~

~~8 = Maximum 8.72 dwelling units per acre for single family dwelling units and 11.62 dwelling units per acre for duplex units~~

~~9 = Maximum ten (10) dwelling units per acre for single and 11.62 dwelling units per acre for multi-family and duplex units~~

~~E = Only Residential dwelling unit allowed and only by Conditional Use~~

L = Limited. No maximum density established by Land Development Code or Comprehensive Plan at this time. Rather, the term "Limited" is used instead of a numerical value.

2.04.02 SUPPLEMENTAL AREA REQUIREMENTS

A. Minimum width and area of lots, **unless varied by the Board of Adjustments via a variance approval.**

1. No lot, even though it may consist of one or more adjacent lots of record, shall be

reduced so that the lot width or depth, front side or rear yard, minimum lot area of other requirements of this code are not maintained. This section shall not apply when a portion of a lot is subsequently acquired for public purposes.

2. No residential lot shall be less than 60 feet in width. In the case of irregularly shaped lots, the average lot width shall be measured and determined in accordance with the definition of average lot width set forth in Chapter XII.
3. No platted lot shall contain less than 6,000 square feet.

2.07.00 DESIGNATION OF PLANNED UNIT DEVELOPMENT (PUD)

3. Density. The net residential density for an RPUD shall not exceed the maximum permitted as prescribed by the following:

A. Single-family, detached: ~~Four~~ **8.72** dwelling units per acre

B. Single-family, attached: ~~Seven~~ **8.72** dwelling units per acre

C. Multiple-family residential: ~~15~~ **30** dwelling units per acre

2.03.03. Planned Unit Development (PUD) density

The density for a planned unit development shall not exceed those densities set forth in Table 3 – Maximum Dwelling Units per Acre, unless a density bonus **as defined herein**, has been granted by the city commission as part of a planned unit development zoning agreement.

Chapter 12, “definitions”, to clarify the definition of net density and density bonus

Density Bonus: Additional residential density may be approved for a RPUD in accordance with the City of Stuart’s comprehensive plan and land development regulations provided the total density does not exceed 30 dwelling units per acre. A density bonus may only be granted at the discretion of the City Commission as an incentive for developments to provide greater public amenities or housing opportunities which enhance the City, such as affordable housing, new housing stock, or housing types that are in demand.

Net density: The net density of a project shall be computed by dividing the total number of units to be constructed by the net residential acreage of the parcel. The net residential acreage of a parcel shall be the acreage devoted to residential ~~lots~~ **buildings, and accessory structures** rights-of-way, common areas, landscape buffers and retention areas less all

bodies of water ~~including wet retention areas, the dedicated public open space, all easements dedicated to a governmental body for a public use, all public and private road right-of-ways,~~ and **required** protected environmentally sensitive areas.

Exhibit “D” Data & Analysis

In compliance with Florida Statutes, this Exhibit provides details the background, analysis of potential impacts and level of service analysis regarding the specific text changes identified in **Exhibit “A”**.

The sections within the Data and Analysis are organized to analyze the impacts of the Comprehensive Plan text change identified in **Exhibit “A”**, as follows: 1) Background Information; 2) Population Trends and Change in Population, 3) Analysis and Impact of the Proposed Density Changes, 4) Vacant land and infill development, 5) Infrastructure level of service analysis, with subsections of a) Sanitary sewer, b) Solid waste, c) Drainage, d) Potable water, e) recreation, f) transportation, and g) public education, 6) consistency with the Comprehensive Plan, 7) consistency with Florida Statutes and 8) intergovernmental coordination and public participation.

1) Background Information

Since the City’s first comprehensive zoning code was adopted in 1967, minimum lot sizes for one and two-family homes have remained unchanged. In 2002, prompted by a Martin County law suits over annexation, and in accordance with Florida’s 1980’s-Era Growth Management Law, the City addressed compliance with Florida Statute 163.3177, by adding residential densities to its Comprehensive Plan. In doing so, the City chose to cap the “Low-Density Residential” land use category at 7 units per acre. This category encompasses the R-1A, R-1 and R-2 (duplex) zoning districts. In drafting these Comprehensive Plan density caps, the City failed to recognize the conflicts created between the Comprehensive Plan and the LDC, and between the Comprehensive Plan and long standing practice to allow variances to the minimum lot size.

To resolve these “house cleaning” conflicts, amendments to both the City’s Comprehensive Plan and its LDC are proposed. If no action is taken, there are several scenarios under which a property owner may no longer be able to seek a lot size variance from the Board of Adjustments or develop in reliance on the LDC’s minimum lot size standards in place since 1967.

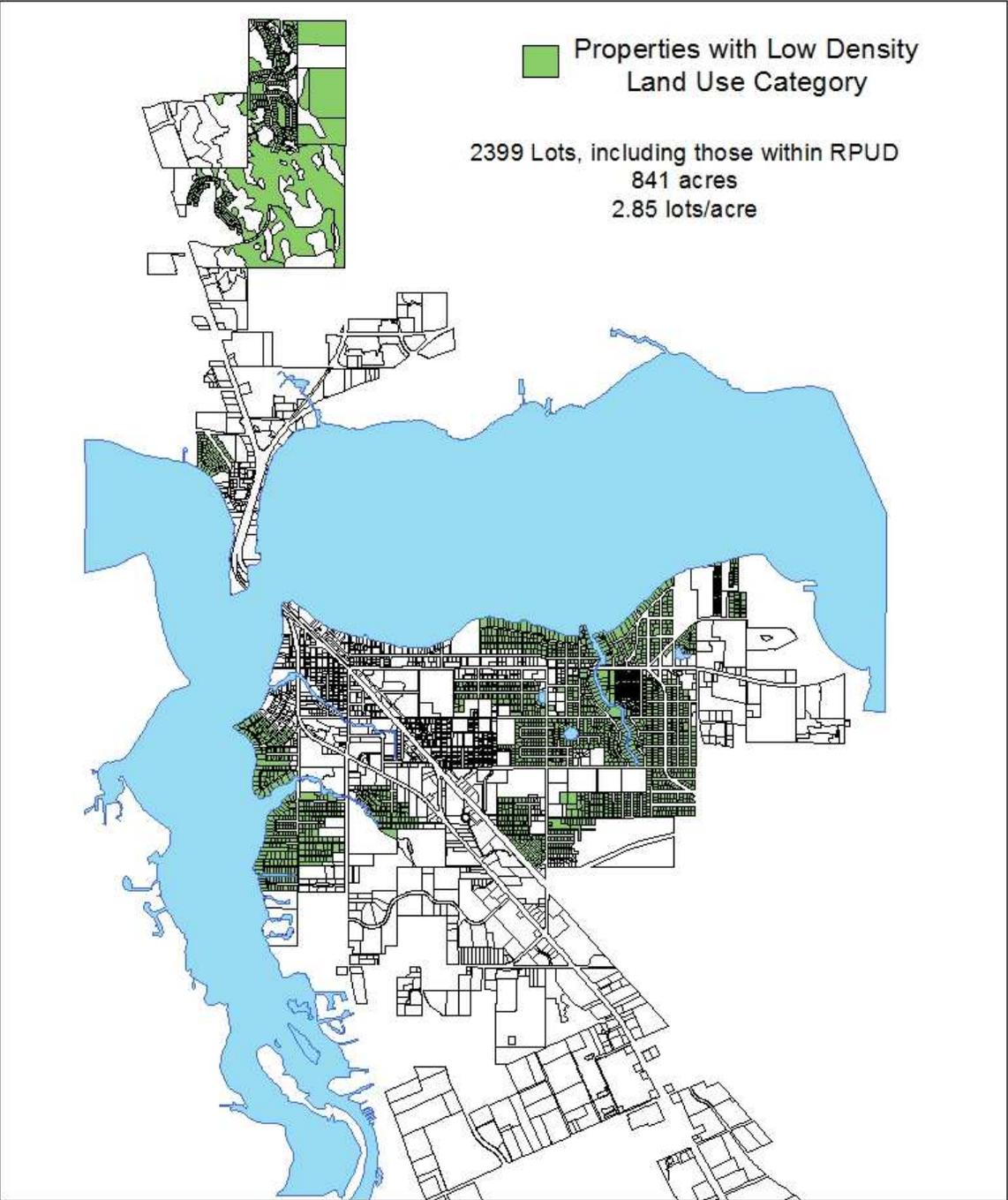
The following table illustrates the density versus minimum lot size conflicts:

<i>Zone</i>	<i>Current minimum lot size per LDC (Sq. Ft.)</i>	<i>Required lot size if CP's 7 UPA cap is applied (Sq. Ft.)</i>	<i>Required lot size if LDC's 4 UPA cap is applied (Sq. Ft.)</i>	<i>Required lot size if LDC's 5 UPA cap is applied (Sq. Ft.)</i>	<i>Required lot size if LDC's 7 UPA density caps applied (Sq. Ft.)</i>	<i>Lot meets CP's 7 UPA density cap</i>	<i>Lot meets LDC's density cap</i>	<i>Proposed Fix</i>
<i>R-1A</i>	<i>10,000</i>	<i>6,223</i>	<i>10,890</i>	<i>NA</i>	<i>NA</i>	<i>YES</i>	<i>NO</i>	<i>Remove 4 UPA cap in LDC</i>
<i>R-1</i>	<i>7,500</i>	<i>6,223</i>	<i>NA</i>	<i>8,712</i>	<i>NA</i>	<i>YES</i>	<i>NO</i>	<i>Remove 5 UPA cap in LDC</i>
<i>R-2 duplex</i>	<i>7,500</i>	<i>12,446</i>	<i>NA</i>	<i>NA</i>	<i>12,446</i>	<i>NO</i>	<i>NO</i>	<i>Amend the Comp Plan and LDC to increase range to 11.62 for duplexes</i>
<i>R-2 Single Family</i>	<i>6,000</i>	<i>6,223</i>	<i>NA</i>	<i>NA</i>	<i>6,223</i>	<i>NO</i>	<i>NO</i>	<i>Amend the Comp Plan and LDC to increase range to 8.62 for Single Family</i>

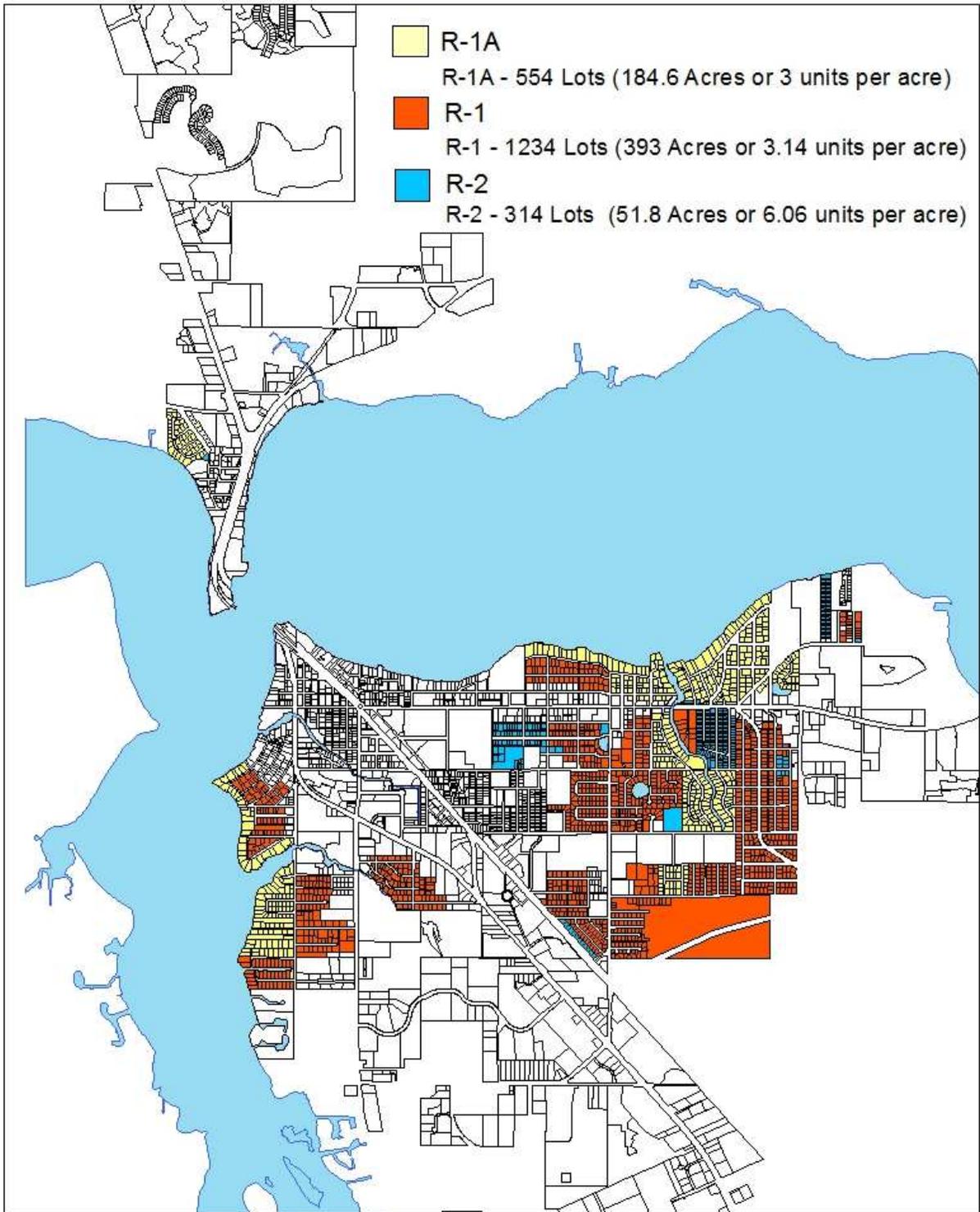
The “house cleaning” of the City’s densities within the Future Land Use Element is namely due to a significant number of properties classified as Low Density Residential carry a conventional zoning designation with maximum densities exceeding the 7 dwelling unit per acre prescribed for the Low Density Land Use category. In lieu of creating new Land Use Categories, the City has elected to raise the overall densities to match the established historic lot sizes.

The total number of lots within the Low Density Residential land use category is 2,399. 304 of these properties are located within a built RPUD, which the City would not expect to benefit from the changes in the land use designation. A few hundred of the remaining 2,095 properties are within the CRA, which is an area that the city is encouraging infill redevelopment. **Maps A and B** on the following pages, show the location of the Low Density Residential areas and the zoning of those areas, minus the RPUD.

Map A. Low Density Residential Property versus all property



Map B. R-1A, R-1 and R-2 Zoned Property versus all property



2) Population Trends and Change in Population

The population of the City from 1990 to 2000 grew at a rate of 18.2%. Since 2000, the rate declined to an average annual rate of 6.3%. According to the estimates of population by County and City in Florida, 2016, Stuart is estimated to have 16,148 persons as of April 1, 2016. The total change between 2010 and 2016 is estimated to be 555 persons, or 3.4%. The 2010 Census recorded 15,593 persons. After experiencing an average annual growth of over 5% for the first half of the 2000s, the City’s more recent population growth has been stagnant according to University of Florida’s BEBR estimates.

Permanent Population for the City of Stuart, U.S. Census Bureau

<i>1990</i>	<i>2000</i>	<i>2010</i>	<i>2016</i>
11,936	14,605	15,593	16,148

The declining rate of population increase is mainly due to the fact that the city is nearing complete buildout and population increase has been decelerating region and state-wide, especially since the time of the housing bust of 2007.

Permanent Population for the City of Stuart

As referenced from the Population Technical Bulletin, prepared by Martin County, 2015.

<i>2016</i>	<i>2020</i>	<i>2025</i>	<i>2030</i>	<i>2035</i>	<i>2040</i>
16,148	17,140	17,902	18,545	19,112	19,591

Peak Population for the City of Stuart,

As referenced from the Population Technical Bulletin, prepared by Martin County, 2015.

<i>2016</i>	<i>2020</i>	<i>2025</i>	<i>2030</i>	<i>2035</i>	<i>2040</i>
16,148	18,958	19,721	20,363	20,930	21,409

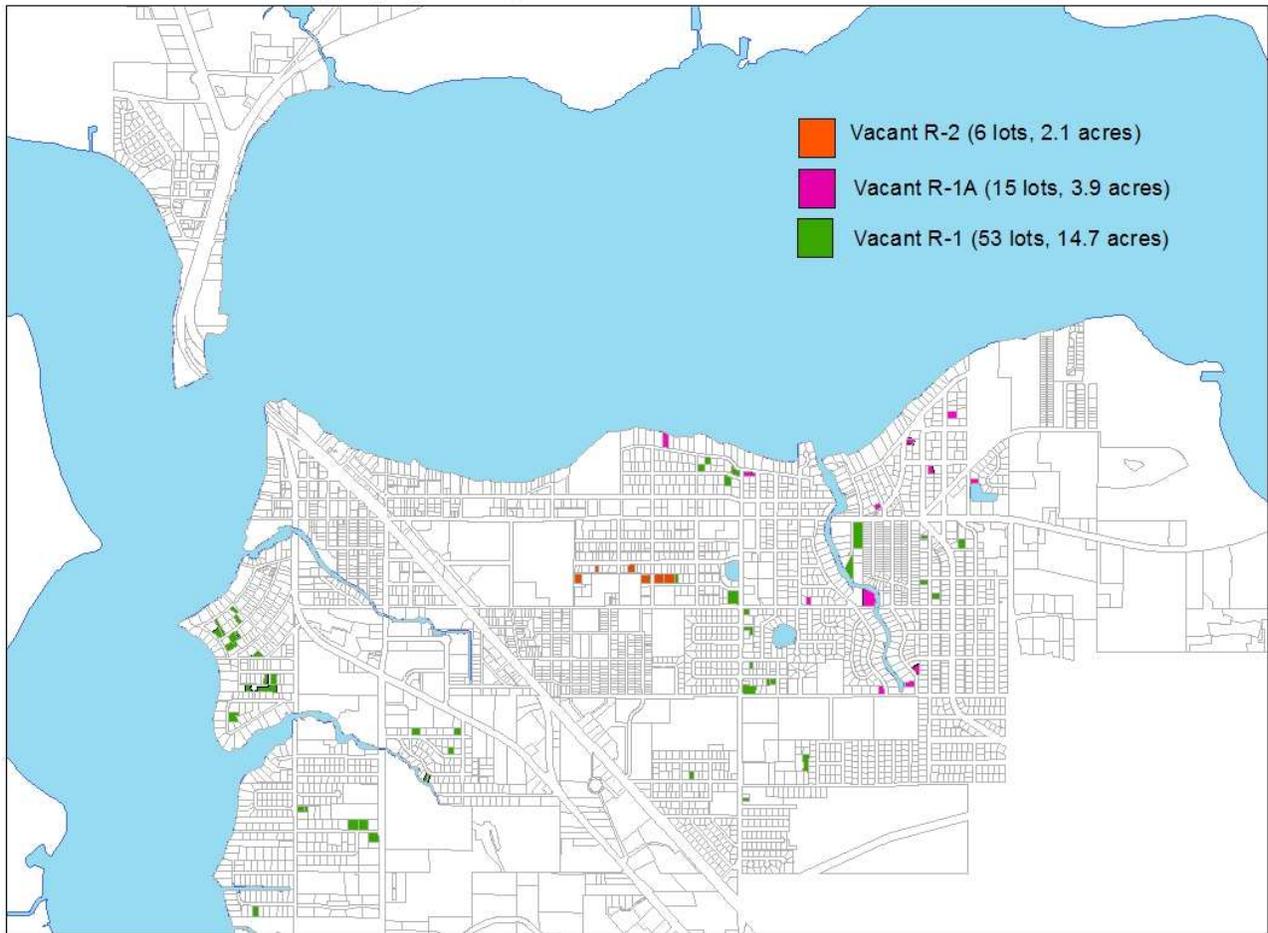
Although the City’s Capital Improvement budget, which analyzes the City’s capacity to serve and maintain adopted Level of Service standards, takes into consideration a natural growth rate for the next five years, it is important to note that due to mainly infill development, the City already anticipates the 2040 permanent population to be 19,591 and the peak population may be 21,409.

3) Analysis and Impact of the Proposed Density Changes

The impact of increasing the density within the Comprehensive Plan within the Low Density Residential, Multi-Family Residential, Office-Residential, and East Stuart, is in the practical sense permitting the City to proceed with long standing procedures, which allow the City to adhere to the minimum lot sizes contained within the City's Land Development Code (which has remained unchanged for over 50 years since its adoption) and allow the City's Board of Adjustment to vary those minimum lot sizes when a complete variance application is requested and the testimony presents a clear hardship to permit a reduced lot size in the context of established, platted neighborhoods. The elimination of a City-wide discrepancy whereby a significant number of properties were allowed smaller lot sizes since the establishment of the City's Land Development Code with the density limitations adopted and imposed on those lots since 2002, is determined not to be a significant change in the number of lots or population. This is due to historic fact that these lots either exist or were always anticipated to be formed, since they meet the long standard minimum lot sizes of the City's Land Development Code.

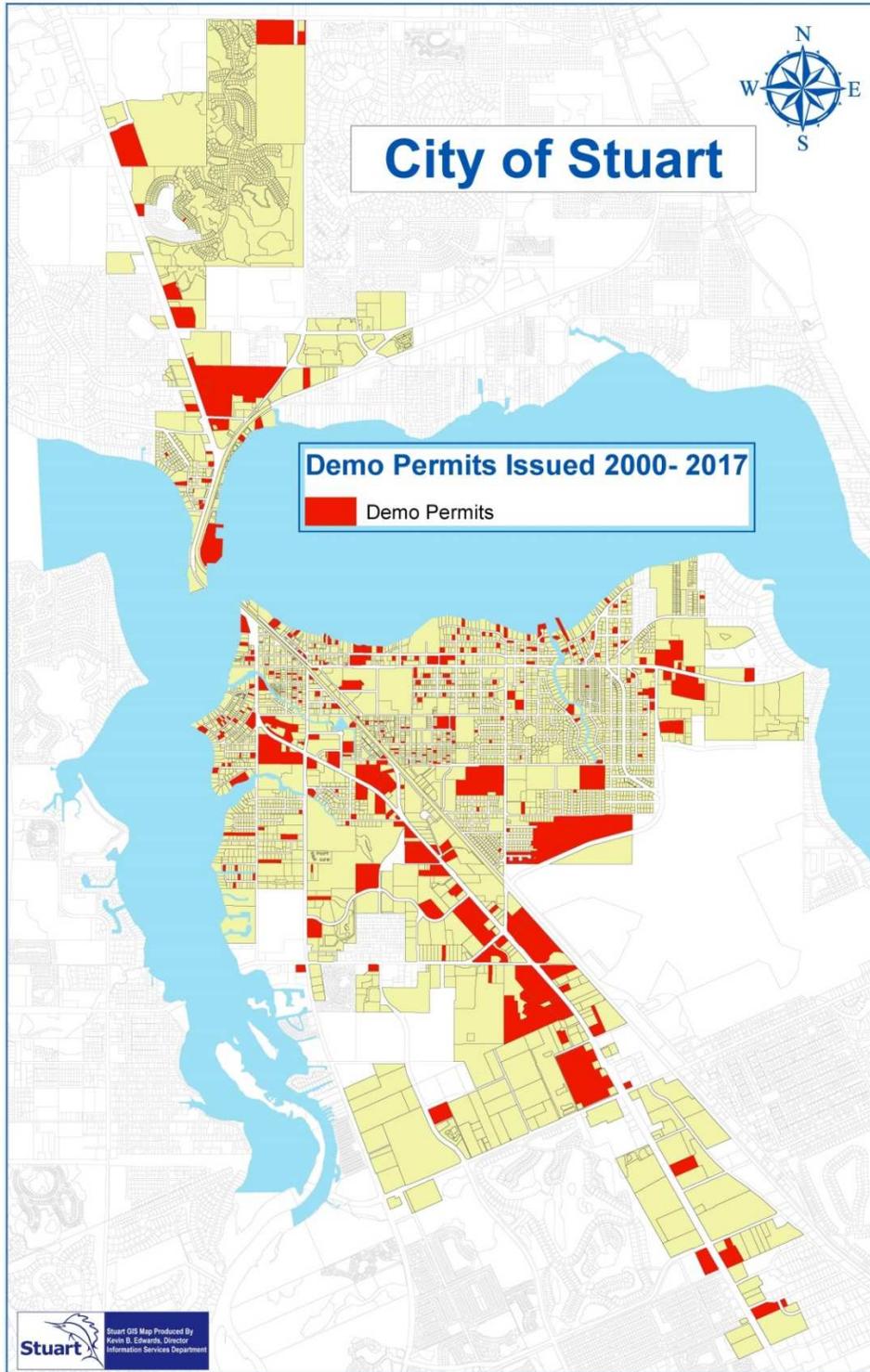
In order to anticipate the formation of new lots granted by variance to be smaller than the minimum lot sizes, the City has determined that existing vacant lots are the only lots that represent a likely and best case scenario of redevelopment and infill. Demonstrated on **Map C** on the following page and further explained in the next section of the analysis, the total numbers of vacant properties that are potentially impacted are only 74 lots. Even if each one of these vacant lots are able to demonstrate a hardship, only 74 additional lots may be created due to the increase in density contained in the proposed language above the minimum lot sizes of the Land Development Code. Based on the unlikely scenario that each vacant lot does subdivide, the increase of 74 lots have been determined to be de Minimis due to the comparative size of the City (2,399 low density lots), and the most likely scenario of development (74 lots, or 3%). Of note, the City has 8,777 housing units as of the 2010 census. The impact of the comprehensive plan text amendment in the context of the entire city is .8% of the city's total number of units.

Map C. Vacant properties within the Low Density Land Use Category.



The City acknowledges that the increase in allowable density is not limited to vacant lots, and therefore, lots with residences may be torn down to allow for smaller lot splits than currently allowed, or due to the situation of the residence, the lot splits may occur without having the residence torn down. In either case, these scenarios represent an unlikely scenario and the worst case scenario of redevelopment, as it is uncharacteristic for the City to see that many lot splits over the City's history. As an example, **Map D** on the following page demonstrates the relatively small number of demolitions the City processes to determine the historic likelihood that the City may see tear downs and subdivisions after the adoption of higher densities within the Comprehensive Plan. Since 2000, the City has processed 134 Residential Demolitions within the Residential Low Density Land Use Category, but it should be noted that 23 of those lots were within the Witham Field landing buffer zone and should not be considered voluntary. Therefore, the City has 111 demolition requests, or an average of about 6.5 per year.

Map D. Demolition Permits Issued 2000-2017



Finally, the city acknowledges that the total area under the Residential Planned Unit Development (PUD) category that could potentially be unrestricted since there is no size requirement to become a RPUD. Under the proposed Comprehensive Plan text amendment, a density bonus program currently referred to in the City's Land Development Regulations is allowed to potentially increase the PUD density from 15 units per acre to 30 units per acre. Only 62.96 acres of this category are currently vacant and may benefit from the proposed density bonus. There is a potential increase of 944 units, due to the comprehensive plan text amendment. However, staff notes that these are not guaranteed units and may only be awarded based on density bonuses.

With a total potential increase of 74 lots, the City may experience an additional 170 residents. (74 new lots x 2.3 household size = 170 total new residents). Please note that this total does not take into account how many of the new residences might be seasonal. Because this change in population takes into account the full redevelopment of the city's residential lots, and the redevelopment of all of the residential vacant lots, the hypothetical built-out population scenario would be 19,761 (19,591+ 170).

4) Vacant land and infill development

The chief factor limiting the potential impact of the proposed density increase is the fact that almost all land under the Residential Low Density category is already developed.

The Comprehensive Plan text amendment only impacts the by-right density of the East Stuart and Low Density Residential land use category, and for density bonuses to Residential Planned Unit Development (RPUD) zoned properties. The vacant areas of the Low Density Residential land use category is demonstrated and tabulated on **Map D**, broken down by zoning district. The chart demonstrates that the total numbers of vacant properties that are potentially impacted are only 74 lots. This represents the highest reasonable impact in the short term, because it does not take into consideration lot splits with a residence currently built on the property.

Also note that the vacant parcels within East Stuart have always been developed in this fashion without a minimum lot size and with density in the Land Development Regulations equal to the proposed Comprehensive Plan Text amendment. Therefore, the City finds that these impacts have been known to our level of service analysis.

Infill Development

The City has several policies that support the potential increase in density within the existing fabric of the city as a planning tool to decrease urban sprawl in locations that support the additional density. By potentially decreasing urban sprawl, the City may ultimately decrease the public expenditure of needed infrastructure, decrease overall traffic on US 1 (which is the only road that is failing concurrency), benefit the environment and have a positive effect on health and quality of life of our residence.

According to the Urban Land Institute (2007), *Growing Cooler: Evidence on Urban Development and Climate Change*, more compact urban development strategies helps reduce vehicle miles traveled. Coupled with the analysis of the City's Economic Element performed by the Department of Economic Opportunity (DEO), the City's commercial activities employ 21,627 people who live outside of the city, while only employing 1,497 who call Stuart home. Taking into consideration that 4,078 residents commute to work outside the city, a net traffic positive flow of 17,549 commuters travel into Stuart at peak rush hours. This imbalance is a root cause for traffic concurrency issues on Highway One. If lots within our Low Density Land Use areas utilize the variance process to subdivide and add some additional units to the City's housing stock, it may be in the City's best interest to allow the variance process to work as it has been working for so long.

A city with a core density has also been linked to increased productivity. The Federal Reserve Bank of New York's 2010 report, *Productivity and the Density of Human Capital*, reviewed 363 metropolitan areas to understand how density affects an area's economic productivity. Although this report reviewed metropolitan areas, the findings may be applied to smaller cities like Stuart. The study shows that sector with the highest productivity gains due where higher density patterns existed were those in the professional services, education, arts and entertainment, information and finance sectors. These are Sectors that the City is currently invested in and desires to continue to invest in.

Infrastructure is also an important factor in why a small City may benefit from some additional housing in the core of its city. As a community expands outward, new infrastructure is required and be maintained. The City has focused its budget on continuing excellent public services and fund new infrastructure projects as they are needed. Choosing to focus on increasing density in areas where infrastructure already exists not only the most cost-effective way to use limited resources, but additionally, easier and quicker to maintain. Focusing on funds within higher densities also creates more of an impact to public benefit. The city is aggressively providing inexpensive avenues to convert septic and wells to water and sewer. Because of this emphasis, the City is well prepared if there is a small increase of 170 new residents.

Furthermore, it may be argued that dense development is poor development and not in keeping with a small community, but that is not necessarily the case. Compact development strategies are outliving the sprawling commuter city strategies, because compact development is far more sustainable. Also, the underlining fabric of a city's sustainable density is demonstrated by the underlying 5,000 square foot lots that were originally platted and planned for these neighborhoods in the 1920s. These original plats took into consideration density clustering to provide more walkable blocks and sharing of infrastructure. A majority of these platted neighborhoods dedicated alley-ways and rights of ways that create spaces that make the complete neighborhood subdivision feel less dense and in fact can be calculated today to be less dense (if the city included alleyways and rights of ways in the density calculation of these subdivisions). Although times have changed since the 1920s, so has the role of citizen

participation in our local government. Higher densities can address a number of sustainable development issues, such as walkable neighborhoods, local housing stock, access to housing, and quality development, in order to realize the benefits of compact neighborhoods. It is important to recognize that higher densities make walkability possible and great design makes it enjoyable. It is through the public variance process promoted by the City and allowed by the proposed Ordinance that these issues may be discussed to benefit the land owner, the neighborhood and the City.

5) Infrastructure level of service analysis

The State requires an assessment of the financial feasibility of providing infrastructure needed to achieve and maintain adopted level of service standards and sustain concurrency. A level of service (LOS) analysis and an assessment of the financial feasibility of the comprehensive plan were conducted in conjunction with each update of the Capital Improvement Element.

Comprehensive Plan Level of Service

A description of availability of and the demand on sanitary sewer, solid waste, drainage, potable water, water supply, traffic circulation, schools, and recreation is required by section 163.3177 F.S.

The adopted LOS standards for infrastructure services are set forth in policies in the Infrastructure, Transportation and Parks and Recreation Elements of the Comprehensive Plan. They are summarized in Policy A3.1 of the Capital Improvements Element.

Summary of Level of Service Standards

<i>Facility</i>	<i>Level of Service Standard</i>
Sanitary Sewer facilities	80 gallons per capita per day for residential
	1,100 gpcpd for non-residential
	115 gpcpd total
Solid Waste facilities	3.5 pounds per capita per day (residential)
	.007 pounds per square foot per day (non-residential)
Drainage Facilities	Retention of half of the runoff from a 25-year, 3 day duration storm event on parcels greater than 1 acre or 10-year 3-day duration storm event on parcels less than 1 acre
Potable Water	250 gallons per day per equivalent residential connection
Recreation Facilities	3 acres of developed community park per 1,000 permanent and seasonal residents
Transportation Facilities	LOS E at peak hour for arterials except, A) An interim standard of maintain is established for the following roadways: SR 707 from Green River Parkway to south of Wright Blvd SR 714 from Palm City Bridge to SR 76 B) Transportation level of service standards shall not be applied to

	any development occurring within the TCEA C) Transportation level of service standards for arterials within the TCEA Buffer area shall allow an additional 30% increase in peak hour traffic over the adopted level of service standards otherwise set in this policy
Public Education Facilities	See a more detailed section below on Public Education facilities

a) Sanitary Sewer

Sanitary Sewer level of service standard for sanitary sewer is 80 gallons per capita per day. According to the City’s Public Works Department, we are meeting and exceeding the 80 gallons per capita per day threshold. While using 50% of water use outside, and 166 gallons per capita per day for water usage. The Public Works Department confirmed via memorandum that the anticipated increase in population should not be a concern.

b) Solid Waste

The city processes approximately 17,263 tons of commercial garbage, including multi-family residential per day. The City’s Public Works Department currently processes 2.19 pounds per capita per day for garbage and .69 pounds per capita per day for recycling, in line with the 3.5 pounds per capita per day LOS service standard. The Public Works Department confirmed via memorandum that the anticipated increase in population should not be a concern.

c) Drainage

The Public Works Department confirmed via memorandum that the anticipated increase in population should not be a concern toward drainage requirements, as they are held to standards during development that should keep the City within the LOS standard threshold.

d) Potable Water

The City owns and operates its own potable water supply system. All responsibilities for the treatment and distribution of public water supply to the residents and businesses within its service area, which includes a small portion of unincorporated Martin County, are assumed by the City. In addition, there are areas of the City which receive potable water service from Martin County Consolidated Water System.

Raw water for the Stuart water system is provided by 24 production wells drawing from the Surficial Aquifer System (SAS). In addition, Stuart received an average of 500,000 gallons per day from the Northrup Grumman Corporation remediation system.

Stuart currently operates a single water treatment facility, which consists of three 2-MGD treatment units, with a finished peak-day capacity of 4.355 MGD, although the current Consumptive Use Permit (CUP) only permits a maximum withdrawal of 3.67 MGD.

The current average daily output of finished water is approximately 3.25 MGD

Population projections for the Stuart water service areas are below:

YEAR	Service Area Total (Resident Population)
2018	19,960

The City has adopted finished potable water level of service standard of 250 gallons per day equivalent residential connection, as part of the Ten-Year Water Supply Facilities Work Plan.

e) Transportation Concurrency Exception Area (TCEA)

An evaluation of the effectiveness of the City’s TCEA was conducted as part of the EAR, in accordance with State law.

Stuart’s TCAE represents approximately 19% of the total municipal acreage. The purpose of the TCEA, within which development is exempted from transportation concurrency requirements, is to encourage urban redevelopment and infill development within the CRA. In order to avoid creating a ring of under development and blight around the TCEA, the city created a transition zone extending approximately one mile to the west, south and east of the TCEA south of the bridge, within which the LOS standard allows up to a 30% increase in peak hour traffic over the adopted LOS service volumes.

The TCEA appears to be succeeding in fostering infill development and redevelopment within the CRA.

Traffic volume on major collectors and arterials within the TCEA, buffer area and beyond is lower than anticipated and not exceeding LOS “E” with exception of the US-1 Roosevelt bridge link. An evaluation of the traffic patterns indicates that the congestion on US-1 is not generated by development within the TCEA or TCEA buffer area, but rather from development outside the city. As this link is projected by the MPO to continue to operate as LOS “E” until 2040, the TCAE should become increasingly important to the promotion of redevelopment and infill development within the CRA and buffer area. It is concluded that the TCEA and TCEA buffer area LOS standards should be retained, subject to monitoring.

According to the most recent Roadway Level of Service Inventory (Marti MPO 2040 LRTP), the only roadway links that are projected to exceed the LOS “E” within the city are US Highway One, between Palm City Road and Britt Road.

According to the Martin County Metropolitan Planning Organization, “2040 Long Range Transportation Plan”, prepared by Kimley-Horn and Associates, Inc., and based on the Martin County 2013 LOS Inventory Report, the only roadway within the City that is failing the volume to capacity ratio is US Highway One. This report examined roadway deficiencies resulting from growth in travel demands over the 25-year time horizon.

Martin County identified required improvement projects needed to maintain satisfactory mobility conditions, including roadway projects, transit projects, and projects related to non-motorized improvements. Within the “Roadway Needs Plan”, the only roadway identified by the County as requiring funding for the next 20 years was Indian Street, between Kanner and Willoughby, which is a short section of which there are no low density land use areas that this amendment would potentially exacerbate this concern.

f) Public Education Facilities

Any large number of additional residential units would be due to the approval of a planned unit development, which would have the availability to apply for a density bonus up to 30 units per acre. During the time of application, the City currently, and will continue to, coordinate with the Martin County School Board such application for residential units. The City does not anticipate the potential for a small number of infill lots over a period of twenty years will impact the Public Education Facilities negatively; furthermore, the City finds that the maximum likely potential increase could be planned for as a natural and measured population increase are planned and the levels of service maintained.

6) Internal Consistency with Comprehensive Plan

The City of Stuart’s Comprehensive Plan contains a number Elements, which contain Goals, Objectives and Policies which provide the City a City-wide, long term vision. In order to demonstrate consistency of the proposed Comprehensive Plan text amendments within the existing Goals, Objectives and Policies of the current Comprehensive Plan, please see Attachment A, which includes several Goals, Objectives and Policies that support the proposed text amendment.

Please see Exhibit “B” – Comprehensive Plan Objectives and Policies Consistency Analysis

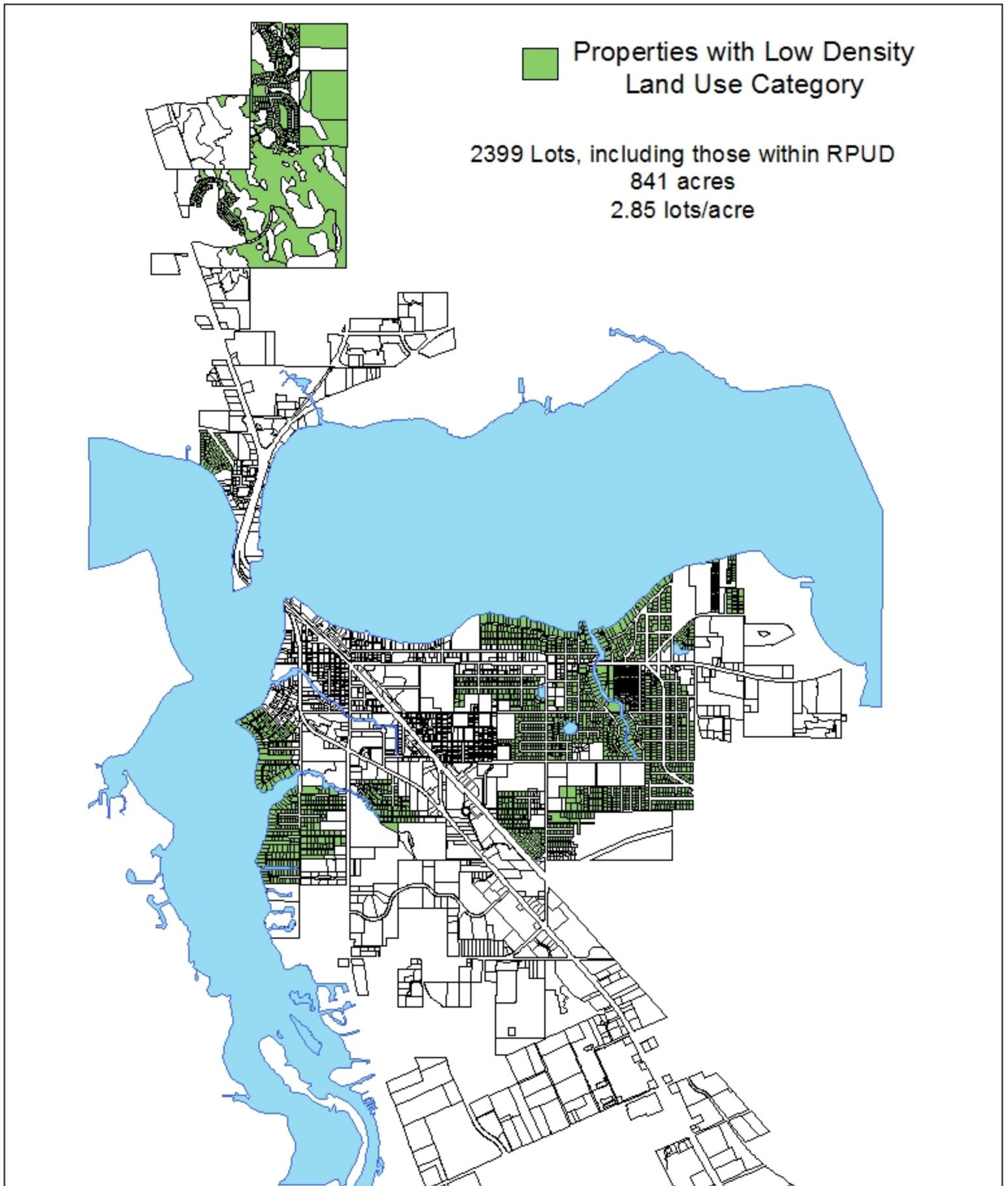
7) Consistency with Florida Statutes

The City of Stuart’s Comprehensive Plan is currently in compliance with all Florida Statutes and the proposed text change does not conflict with any Florida Statute requirements. The City is amending the Comprehensive Plan Future Land Use Element in accordance with **Rule Chapter 9J-5, F.A.C. and Chapter 163, F.S.**

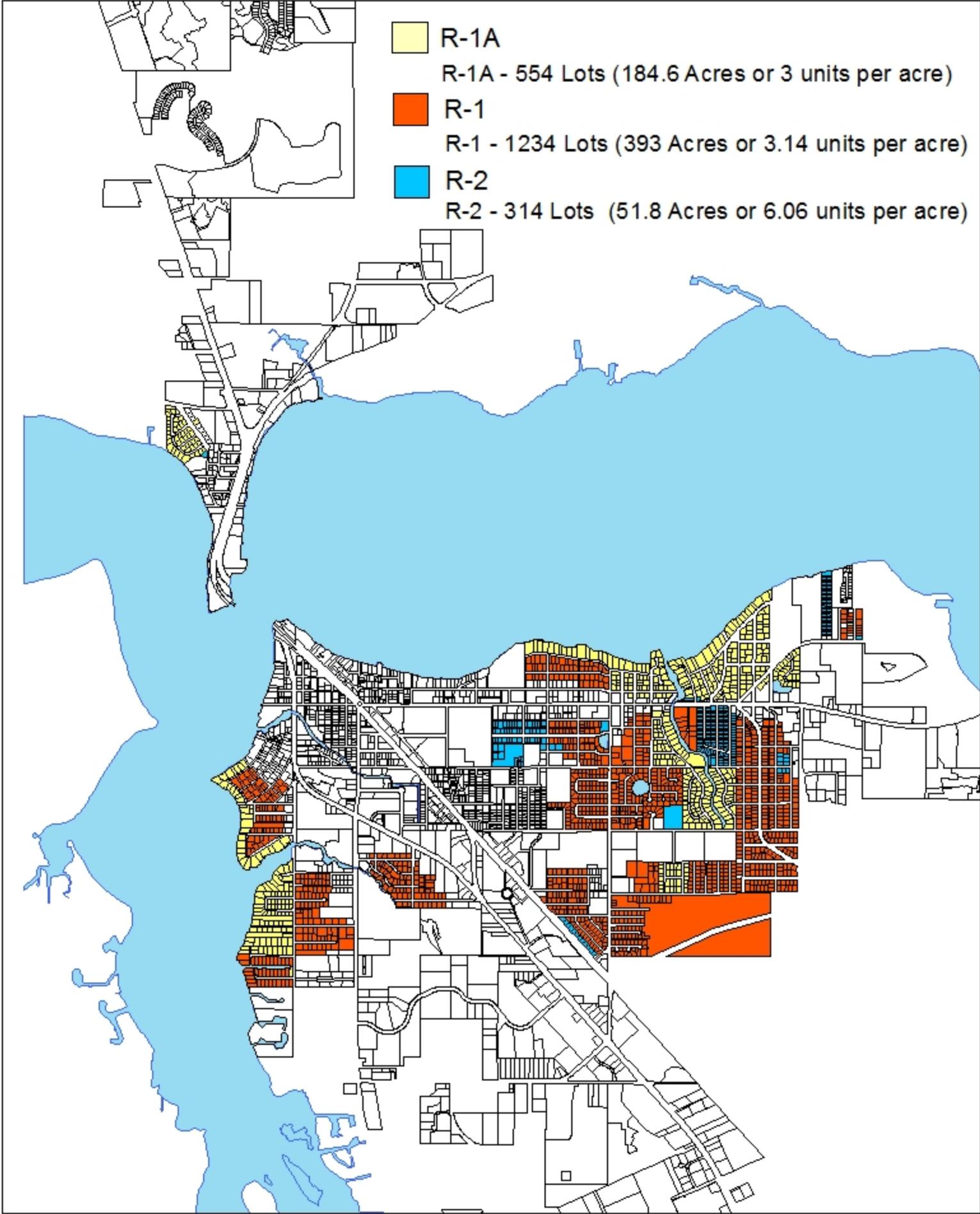
8) Intergovernmental Coordination and Public Participation

The City has brought forth the City- initiated Ordinance to the Local Planning Agency at the _____, 2017 hearing, a Public Workshop with the City Commission on _____, 2017, and a transmittal hearing at City Commission on June 22, 2017. Please see Exhibit “E” to examine the public hearing minutes, the City’s required proof of notification and all additional public comments the City has received.

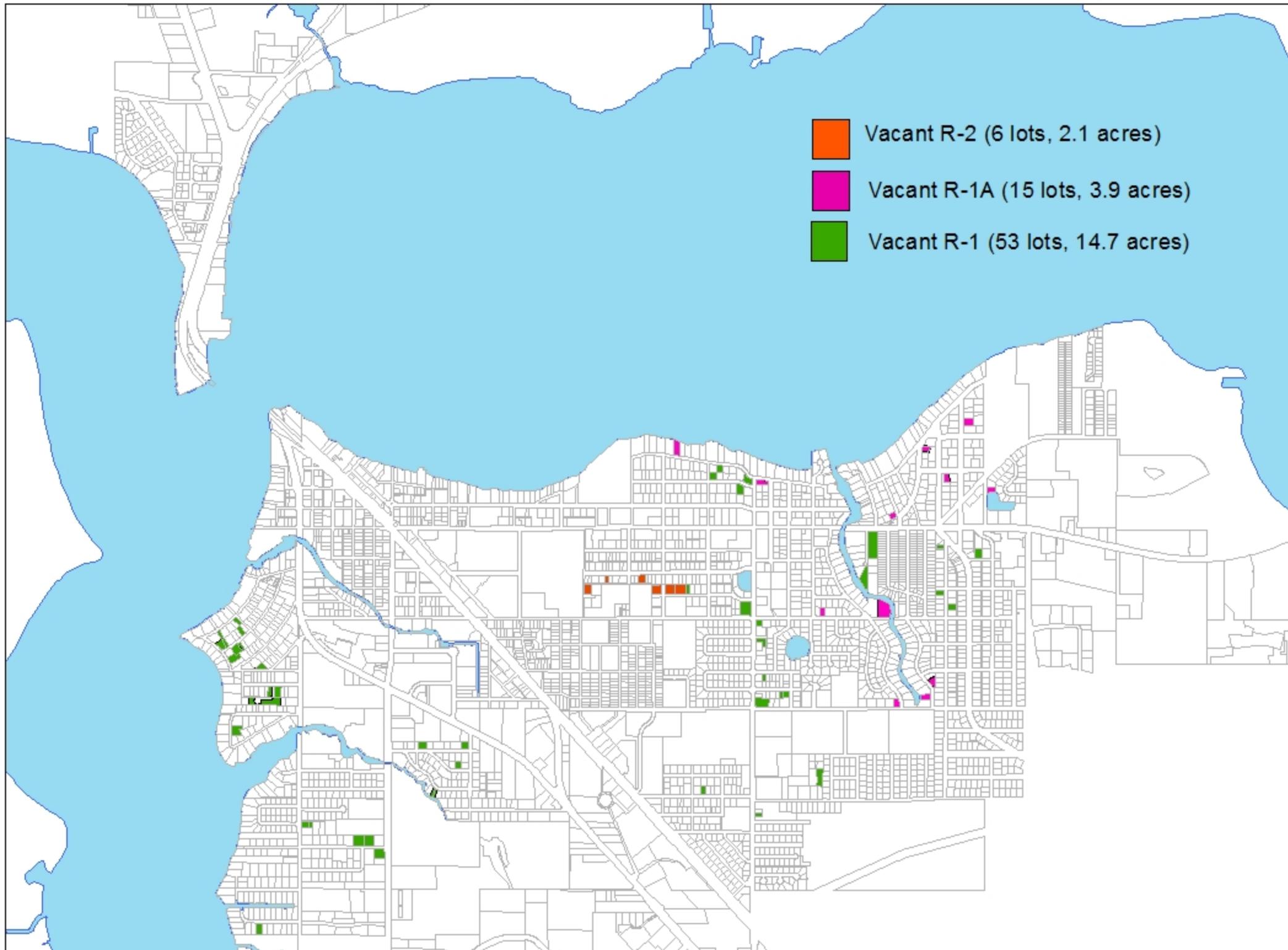
Low Density Residential Property versus all property



R-1A, R-1, and R-2 Zoned Property versus all property



Vacant Residential Property by Zoning

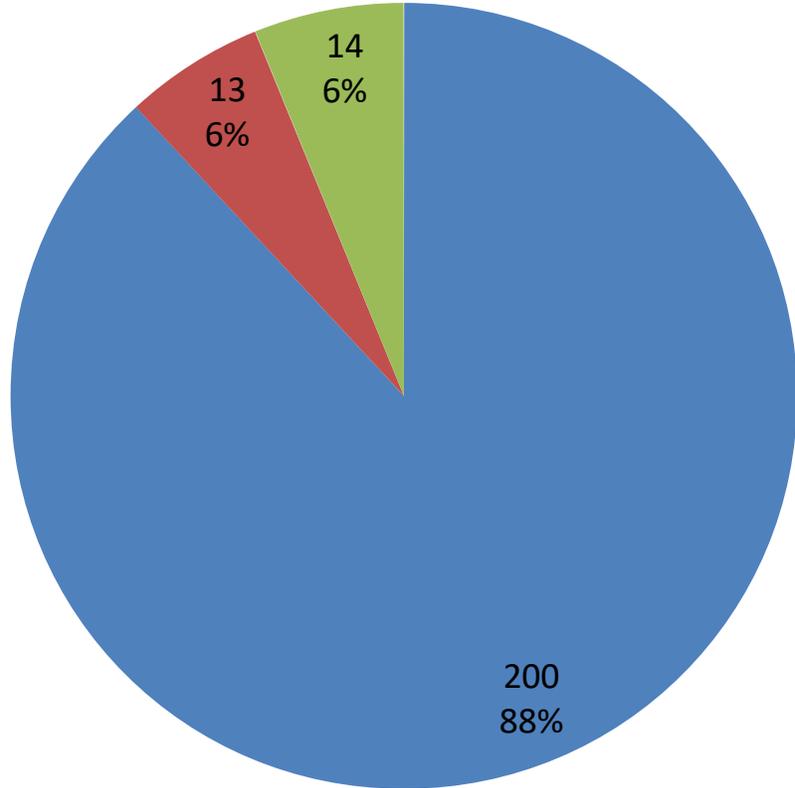


All Board of Adjustment Variance Requests Since 1967

■ Variances for setbacks,
height, fences, parking,
and signage

■ Variances to minimum lot
size prior to
Comprehensive Plan

■ Variance to lot size since
establishment of
Comprehensive Plan
(1.02)



All impacts to single family lots in relation to density change (7 to 9 DUA) only as it pertains to lot splits of certain sized lots (Including tear downs, existing houses that can split without tear downs, and vacant lots)

Single Family Scenarios		R1-A	R-1	R-2	Total
Under 4,839sf	Nonconforming either way	3	10	187	200
4,840sf – 6,223sf	Made a conforming single lot with change	15	51	50	116
6,224sf – 9,680sf	No changes in impact (conforming single lot not eligible to subdivide)	143	517	38	698
9,681sf – 12,446sf	Not permitted to divide now, but eligible due to new density (1 to 2 lots)	122	348	16	486
12,447sf – 14,520sf	No changes in impact (permitted to divide once)	64	128	7	199
14,521sf – 18,669sf	Permitted to divide once now, but eligible to divide twice due to new density (2 to 3 lots)	95	102	9	206
18,670sf – 19,360sf	No changes in impact (permitted to divide twice)	7	3	1	11
19,361sf – 24,200sf	Permitted to divide twice now, but eligible to divide three times due to new density (3 to 4 lots)	56	31	3	90
24,201sf – 25,000sf	Permitted to divide three times now, but eligible to divide four times due to new density (4 to 5)	30	16	0	46
25,000 - 31,115sf					
Over 31,116sf		19	22	3	44
Total lots impacted		322	519	31	872
Total lots		554	1228	314	2095

All impacts to lots in relation to density change (7 to 14 DUA) only as it pertains to lot splits for duplexes of certain sized lots (including tear downs, existing houses that can split without tear downs, and vacant lots)

Duplex scenarios		R1-A	R-1	R-2	Total
Below 3,111sf	Individual duplex unit nonconforming (1 unit)	N/A	N/A	0	0
3,112sf – 6,222sf	Individual duplex unit made conforming (1 unit)	N/A	N/A	237	237
6,223sf – 9,680sf	Made a conforming duplex lot due to new density (1 unit to 2)	N/A	N/A	38	38
9,681sf – 12,446sf	Not permitted to divide into a duplex and is eligible to divide into a duplex (1 to 2 units)	N/A	N/A	16	16
12,447sf – 18,669sf	Permitted to divide into a duplex and is eligible to divide into two duplexes due to new density (2 units to 4 units)	N/A	N/A	16	16
18,670sf – 24,892sf	Permitted to divide into a duplex and is eligible to divide into three duplex units due to new density (2 to 6 units)	N/A	N/A	4	4
24,893sf – 31,115sf	Permitted to divide into two duplexes and is eligible to divide into four duplexes due to new density (4 to 8)	N/A	N/A	0	0
Over 31,116sf		N/A	N/A	3	3
Total lots impacted		0	0	77	77
Total lots		0	0	314	314

MINUTES

**LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD MEETING
FEBRUARY 16, 2017 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 the questions Li Roberts submitted in her absence. The first one was asking for a signage location and example.

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

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

Ryan Strom asked for the outdoor lighting location and example.

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

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

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

Ryan Strom asked the definition of extended stay.

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

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

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

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



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

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

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

PUBLIC COMMENT: None

BOARD COMMENT:

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

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

Ryan Strom read Li Roberts comments: Substantial part of boundary; approximately 2.5% of perimeter is adjacent to city boundary, completely ignored the road as required or looked at it as 20% of eastern side of property ignoring the narrow access road 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

Karen Sayer spoke at the February 27, 2017 City Commission Meeting Public Comment and asked that Susan O'Rourke's comments be accounted for in LPA minutes in greater detail:

Susan O'Rourke said "I understand the need to correct things, but I also I'll use one of I think Mark wrote something about skinning the cat. I have a couple concerns. I know that the attorney had made a comment about the data and analysis and you know we've had this issue in the city and the county with the density and where the population goes and all that kind of thing and it's a somewhat contentious issue and so I think the data and analysis should come before the decision. And I also I do feel strongly that as you all know I primarily do a lot of work with land development and I do also work with Mainstreet and feel it's very important to even quirky neighborhoods lend character to the community and if you look at these different cities where we go in and make changes and somebody comes out with their urban design annual you start to get cities that you know we used to have anywhere USA along US1 because everybody did the same pattern and you couldn't tell when you went from one city to another and the same thing can happen with neighborhood and communities where you don't have a vision like in West Palm Beach. There's a decision, this is where the core is and then you have people coming in and preserving some of the different density types in the neighborhoods and whether they do it like as a historic neighborhood or they do it as a voluntary thing but I do have concerns that where we're cleaning things up I mean we've gone to wherever the high side was versus maybe looking at it and saying "maybe we need to stick with this number here and adjust no maybe we need to adjust the land use and the LDR. So I live in the city on a big lot and have a cottage lot that can combine into two you know I'd like to split mine. But I think I wouldn't want my neighbor to be able to do that and I know there are restrictions and people have to come in and go through a process but I do have concern about you know I don't have a problem with the true up of East Stuart going from 15 to 17 but you know just looking from you know the different."

John Leighton said "why wouldn't you have that concern, but you have concerns outside of that."

Susan O'Rourke said "because this was a 15 to 17 where the 17 was referenced in the document was what my understanding was."

John Leighton said "right so they have 25 foot lots over there in some cases that are legal, conforming lots so if you had that in a R1A district and the person owned it prior to zoning and they have the right to build on it, you would have an issue with that, when the density would actually be higher than what was proposed?"

Susan O'Rourke said "I'm having a problem with making a wholesale change to correct particular instances and my issue isn't necessarily with the result, my issue is with making it. I know staff is comfortable mathematically with it but I don't know what the impact of it is except we're you know on a table so I don't know you know the number of lots and it does concern me because I feel like we're we have areas that are going to look the same as everywhere else if the city makes this change without having some other thought of the development patterns and what it means. And we're saying we're going to do data analysis when we get to before it goes up to the state but it seems like that should be part of what we're reviewing and I don't know that neighborhoods understand and maybe there needs to be some visioning of the neighborhoods and what you know and how that you know moves out from the density and where the density is going to occur and are there any. Are we going to put any kind of more character binding you know it's not just because I mean you can look around and see and I know that you look down and I don't want to name cities but there are cities that you go to that used to be quaint and they just made a wholesale change and people came in and they got development but then they lost their character and there's other places that did density but they had a vision and they've retained they've been able to do density but it has a whole different feel and a whole different result to the community so I think those two things need to go hand in hand and I don't see this fix but I don't see the vision and I think the vision is something we struggle with a lot and I just think that should be first."

Terry O'Neil said that 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

November 15th, 2016

Stephen Mayer
Senior Planner
City of Stuart, FL

Re: Density

Dear Stephen:

Months have passed since the density discussion was brought to the forefront. We have talked periodically about your research findings and I realize you are still pulling information together. It is my hope this will insure a thoughtful discussion with staff, the city commission, advisory boards, interested professionals, and citizens.

Here are some additional questions which would routinely be judiciously addressed by any city prior to a change in density. Please address them for me. In addition, these questions will be posed to the citizens by me as I work towards creating neighborhood coalitions ahead of the planned workshop. Please advise me well in advance of the workshop date.

- How many properties have been affected over the years since the city deviated from the density allowances approved by the citizens. Will those property owners be notified?
- What is the actual “real” density in each zone including the urban zone?
- Where is the city in real density numbers in comparison to the city’s growth plan projections? In other words, what are the exact residential numbers compared to the comprehensive growth management plan projections.
- How does the current infrastructure hold up to the current actual density demands?
- If density is to be increased, what are the plans for increased infrastructure needs in accordance with projections.
- What are your marketing and feasibility studies showing you about increasing residential density versus commercial density and which adds more to the tax rolls?
- Have you polled citizens who live in and outside the city who use city infrastructure and partake in activities within the city? Are they mostly city

or county residents? How are you tracking who is utilizing city assets and frequenting businesses?

- What is the comprehensive revenue collection comparison for residential versus commercial income benefit for the city?
- Have you done an assessment of your older neighborhoods? What do the citizens who live there desire relative to density and expectations for infill architecture compatibility and maintaining natural beauty?
- Presently disproportional density and infill architecture located within older neighborhoods are easily recognizable. What is the plan to maintain sense of place, neighborhood charm and quality of living if density is to be increased?
- What are the provisions in place which promote the city's mission of supporting the vision of "small town character"?
- Have your marketing and feasibility studies included interested parties such as: Community Redevelopment Agency, Treasure Coast Regional Planning Council, The River Coalition, preservation boards, local land planners and architects, citizens, city activists, etc.
- What has your study shown when you compare our density with other towns of our size? Do we have higher or lower density in comparison?
- If density is to be increased, what cities will we be emulating? Will it be Miami, Ft. Lauderdale, or areas of Palm Beach?
- Will the citizens have a say in this decision?

I personally feel the citizenry may likely choose quality over quantity because they have a history of it as exemplified by restriction in how many stories can be erected.

If there is a leaning towards increasing density, I will be strongly encouraging the citizens of Stuart to request a referendum vote.

Please make certain this letter is submitted officially for the record.

Sincerely,

Karen Sayer

cc: Paul Nicoletti, Terry Oniel, city commissioners

Gil Smart: How dense is too dense for Stuart?

Gil Smart, gil.smart@tupalm.com

Published 5:40 p.m. ET Feb. 24, 2017 | Updated 6:25 p.m. ET Feb. 24, 2017



Photo: JAVIER MASCARDI/TREASURE COAST NEWS/PAPER360

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Last spring Karen Sayer's neighbor knocked on her door, saying the vacant lot he owned near her home on Southeast Sixth Street was going to be developed. He wanted to split the less-than-half-acre lot into three separate parcels and build three homes.

Sayer was aghast. Like many older Stuart neighborhoods, Sayer's is populated with smaller, unpretentious homes on big lots. There's an "Old Florida" feel to it — one, she worries, that might be lost by cramming more homes onto smaller spaces.

She soon discovered the city's Board of Adjustment routinely signs off on such requests. She also discovered something else: There were discrepancies in the way the city calculated "densities," the number of homes that can be built per acre in residential neighborhoods. The city's comprehensive plan said one thing, its local development codes another. Coupled with exemptions granted by the Board of Adjustment, it meant the city was permitting higher-density development than it should have been.

Now city officials are trying to square the circle by revising the comprehensive plan and local codes to match local practice. Officially, more density — up to nine single-family homes per acre in low-density residential neighborhoods — will be permitted.

City officials say it merely will legitimize what already has been happening and the exemptions already granted by the Board of Adjustment. It's no big deal.

But this is Martin County, and we're talking development.

It's always a big deal.

How dense is too dense for the city of Stuart? It's a complicated question in a community where many residents want to keep things the way they are, and elected and appointed officials say Stuart has to change or it's in trouble.

"We desperately need housing in the city," city Commissioner Tom Campenni said.

Younger people and older folks who want to downsize have few housing options, he said. Businesses, particularly those along the revitalized Colorado Avenue corridor, don't have enough local traffic to sustain them.

An ongoing study funded by the state Department of Economic Opportunity determined 21,000 people drive into Stuart to work each day, while a mere 4,078 Stuart residents drive to work somewhere else. That's a big economic drain, city officials say: all those commuters use city services but don't pay city property taxes.

The DEO study, which will help the city craft an economic development plan, has identified four priorities that need to be addressed. No. 1 is housing.

"Fifty years ago, the city of Stuart had 40 percent of Martin County's population," Campenni wrote on his blog, "Martin County Moment," in November. "We are now less than 10 percent. For political relevancy, economic stability and cultural diversity, we need to have more residents."

But how many, where and how densely should they be packed? It's not as if the city has huge fallow citrus fields that can be tamed into new developments. So we're talking infill development and redevelopment. There were complaints earlier this month when city commissioners approved a plan for 20 condos and retail space on Southeast Seminole Street. Neighbors complained it might increase traffic and wouldn't fit in with the character of the existing neighborhood.

More such arguments could lie ahead as Stuart figures out how to accommodate new residents without alienating the old, how it can thrive without losing its charm.

The changes city officials are on the cusp of making to its comprehensive plan and development codes aren't part of this broader discussion about Stuart's future, really. City attorney Michael Mortell likens them to "fixing a typo."

"Is putting a single-family home on a 50-foot-wide lot instead of a 75-foot-wide lot really going to destroy your quality of life?" he asked.

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FLORIDA ATLANTIC UNIVERSITY



Letter: Speak out against higher-density housing in Stuart

Treasure Coast 4:02 a.m. ET April 24, 2017



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NEWSPAPERS



You may not have time in your busy life to dwell on city issues and the things that make our city special, but perhaps you have spare time for a sit-down discussion in a workshop with elected officials about density, May 3, 5:30 p.m. at Stuart City Hall.

Stuart is pretty much the epitome of small-town Americana. So, why are city leaders considering deviating from the intent of our comprehensive plan, which calls for seven residential units (houses) per acre in our low-density, quaint older neighborhoods? City officials are considering nine units per acre.

Neighbors be advised: The ratio for low-density single-family residential neighborhoods in Cocoa is four units per acre; in Satellite Beach it's also four; in West Melbourne, five; in Vero Beach and Jensen Beach, six.

Even Jacksonville, Fort Lauderdale and Miami keep the ratio at less than seven per acre.

The average low-density neighborhood in Florida cities our size is 5.25 compared to Stuart's seven.

Keep in mind, we haven't even reached 50 percent of our projected growth potential. Can you see the writing on the wall?

Our low-density and charming older neighborhoods would forever be altered with a higher-density change.

In the next decade, with a change from seven to nine, it is highly probable the way you live would become more congested.

The charming neighborhoods we love so much would be diminished by small lots, by the tearing down of cottage homes, by overcrowding, and a landscape dominated by larger Miami-esque homes. The proposed change would virtually eliminate low-density in the city.

Don't let the specialness of Stuart be altered without sharing your opinion. The May 3 workshop may be your only opportunity to make a difference. A vote is imminent.

Let's have a large turn-out to advocate an outcome that promotes a harmonious life for all of us who live in the city.

Karen Sayer, Stuart

An advertisement for the Humane Society of the Treasure Coast. It features a photo of a dog and a person on a beach. The text includes the organization's name, address (4100 SW Leighton Farm Ave, Palm City, Florida 34990), phone number (772) 223-8822, and a call to action: "Click Here to Learn More".

HUMANE SOCIETY
of the Treasure Coast, Inc.

4100 SW Leighton Farm Ave
Palm City, Florida 34990
(772) 223-8822

Click Here
to Learn More

An advertisement for "Exit Laughing" by Paul Elliott. It features a collage background with a green box containing the text "Exit Laughing by Paul Elliott". Below this, it says "May 4 - 21, 2017" and "Click for Tickets". Logos for "SLCT" and "PINEAPPLE POLYHOUSE" are also visible.

Exit
Laughing
by Paul Elliott

May 4 - 21, 2017

Click for Tickets

700 W. Weatherbee Rd., Fort Pierce

SLCT
PINEAPPLE POLYHOUSE

Letter: Don't let Stuart developers tunnel under Comprehensive Plan

Treasure Coast 4:02 a.m. ET April 7, 2017



(Photo: TREASURE COAST NEWSPAPERS)

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When I first moved here from the jungle to the south of us 40 years ago, one could tell when the tourist season started by the congestion on our roads. Now we are congested year round.

I now read that Stuart wants to increase the density in its Comprehensive Plan. I spoke to the mayor

about it. He seems to think we need more people and money.

I learned decades ago that growth does not pay for itself. Growth means more police, fireman, teachers, schools, jails, road improvements, etc.

Several years ago when Stuart annexed county land to the north of Roosevelt Bridge, some of us environmentalists were skeptical. Stuart said, "What's the problem? We'll abide by the same density requirements of the county's Comp Plan."

Unfortunately, the city caves in to developers sporadically.

Now it appears the city commissioners are tired of fighting with some of the developers that have to abide by the Comp Plan. The cowards are going to jack up the density on all the undeveloped property

Attention citizens of Martin County: If you care about our county please attend the workshop on the amendment to the Comp Plan at City Hall April 19.

Tom Tomlinson, Palm City

CINCO DE MAYO
TASTING EVENT
Saturday, April 29
11 a.m. - 3 p.m.
GET DETAILS Publix.

Exit Laughing
by Paul Elliott
May 4 - 21, 2017
SLCT PINEAPPLE PLAYHOUSE
Click for Tickets
700 W. Weatherbee Rd., Fort Pierce

MEMORANDUM

TO: City of Stuart, Florida

FROM: Robert C. Apgar, Esquire
Robert Pennock, Ph.D., AICP

RE: Review of Proposed Comprehensive Plan Amendment

DATE: December 20, 2016

This is written in response to a request from the City of Stuart that Apgar and Pennock review the attached draft amendment to comprehensive plan Policy A.7.2 (“the amendment”) and respond to the following questions:

1. Does the proposed amendment raise any legal or planning issues that might support an administrative or judicial challenge to the amendment? Is there anything missing that would be important to the validity of the amendment?
2. What are the legal procedures and notice requirements that the City must satisfy for adoption of the plan amendment.

Response to Question 1: legal and planning issues.

The proposed amendment would increase the maximum density allowable in certain land use categories; delete limitations on the total number of acres in development that exceed 15 dwelling units per acre; and add or amend footnotes for clarification. The amendment does not raise any legal issues, nor is any additional amendment necessary to establish its validity, unless the supporting data and analysis showed that an amendment to the 5-Year Capital Improvements Schedule was needed. The amendment is clearly within the City’s authority and responsibility under the Community Planning Act, Chapter 163, Part II, Florida Statutes. Moreover, the amendment would not decrease the possible density or intensity of development, thereby avoiding any issues under the Bert Harris Act, Chapter 70, Florida Statutes.

There are, however, some minor issues that should be addressed. Footnote 5 describes “flexible densities having a base of nine (9) units per acre for single family dwelling units and a maximum of fourteen (14) units per acre for duplexes . . .” The term “base” is not commonly used in regulatory documents and could be confusing. From the context, “base” appears to indicate a maximum number of single family units. If so, “maximum” would be a better term to use.

Further, we recommend that

- The maximum of 14 units per acre for duplexes be stated in the Table of Land Use Densities and Intensities. In general, all minimum and maximum limits should appear in the land use table, not in footnotes.
- The conditional language regarding compatibility would be better placed in a future land use element policy and this footnote could reference that policy.
- Footnote 2 changes the term UCE to UCCU. This acronym should also be changed in the Table of Land Use Densities and Intensities.

Finally, the “Note” that follows the numbered footnotes states that properties in the Coastal High Hazard Area are limited to a maximum of 15 units per acre except in certain cases, and ALF’s are prohibited. The City should insure that this restriction is stated in a policy or objective in the FLU element or the Coastal Element of the Plan. The Note should reference the applicable policy or objective.

The amendment must be supported by data and analysis providing the planning rationale for the amendment and showing the effect of these density increases.

The data and analysis could include the following:

- A recent review of the land development regulations, particularly Chapter 2, showed that in some instances the land development regulations, if read independently from the comprehensive plan, could cause some confusion regarding what densities are allowed in particular circumstances. This proposed plan amendment, along with subsequent revisions to the land development regulations, is intended to provide clarity and certainty with regard to the maximum residential densities that may be allowed.
- Also, these plan amendments support several important planning goals including the discouragement of urban sprawl, increased opportunities for affordable housing, and economic development within the City. (this should be expanded by City)
- Supporting data and analysis is required by section 163.3177 F.S. The DEO website <http://www.floridajobs.org/community-planning-and-development/programs/community-planning-table-of-contents/how-to-prepare-and-submit-a-proposed-expedited-state-review-comprehensive-plan-amendment> outlines these requirements which include: A description of availability of and the demand on sanitary sewer, solid waste, drainage, potable water and water supply, traffic circulation, schools (if local government has adopted school concurrency), and recreation, as appropriate.
 - This may require changes to the Capital Improvements Schedule – but this appears unlikely.

- Note that an impact analysis should take into account the population projections.
- An analysis of extra-jurisdictional impacts, if any.

Response to Question 2: Procedures for adoption.

This Memorandum provides an overview of the adoption process. It does not, however, repeat all of the detailed requirements of the statute, Fla. Stat. 163.3184. The City Staff must review the statute to insure that all requirements are met.

First, the proposed plan amendment must be reviewed by the local planning agency (“LPA”) pursuant to Fla. Stat. 163.3174. The LPA must hold at least one public hearing on the plan amendment. The LPA must make a recommendation to the local government, including whether the proposed amendment is consistent with the local comprehensive plan.

The procedures for the City Commission to adopt the proposed amendment are set out in Fla. Stat. 163.3184(3), known as the Expedited State Review Process, and 163.3184(11), which describes the public hearings and method of adoption. Additional requirements are set out in Fla. Stat. 163.3184(11) which governs adoption of ordinances by municipalities. The following is an overview of these procedures and requirements:

The local governing body must hold at least two advertised public hearings on the proposed comprehensive plan or plan amendment. The advertising and scheduling requirements are governed by Fla. Stat. 163.3184(3) and (11), and by Fla. Stat. 166.041(3). Pursuant to Fla. Stat. 163.3184(11), “For the purposes of transmitting or adopting a comprehensive plan or plan amendment, the notice requirements in chapters 125 and 166 are superseded by this subsection, except as provided in this part.”

Pursuant to this direction, the adoption procedure is as follows:

1. The first public hearing is held to decide whether to transmit the plan amendment to the reviewing agencies. An ordinance is not necessary for transmittal. A resolution is the appropriate local government action. The transmittal must be approved by no less than a majority of the members of the governing body present at the hearing.
2. The hearing must be held on a weekday at least 7 days after the day that the first advertisement is published pursuant to the requirements of chapter 166.
3. If the local government votes to transmit the proposed amendment, the local government must send the amendment with supporting data and analyses to the reviewing agencies within 10 days.
4. The agencies must send their comments to the local government within 30 days after receiving the amendment. The statute sets out in detail the limits on the scope of agency review.
5. After receipt of agency comments, the local government must hold a second public hearing for adoption. The statute allows 180 days for the adoption

hearing. If the hearing is not held within 180 days, the amendment is deemed withdrawn.

The plan amendment must be adopted by ordinance, approved by no less than a majority of the members of the governing body present at the hearing. The ordinance adoption process is also governed by Fla. Stat. 166.041(3)(a) as follows:

Except as provided in paragraph (c), a proposed ordinance may be read by title, or in full, on at least 2 separate days and shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality. The notice of proposed enactment shall state the date, time, and place of the meeting; the title or titles of proposed ordinances; and the place or places within the municipality where such proposed ordinances may be inspected by the public. The notice shall also advise that interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

As noted above, Fla. Stat. 163.3184(11) states that the notice requirements of subsection (11) supersede the requirements of Chapter 166. Subsection (11) states: "The hearing must be held on a weekday at least **7 days** after the day that the first advertisement is published pursuant to the requirements of chapter 166." (emphasis added)

We emphasize that the notice and hearing requirements for a zoning change are much more detailed and rigorous than the requirements for amending a comprehensive plan. The statute allows comprehensive plan amendments and zoning amendments to be processed concurrently. In fact, concurrent processing is required if an applicant requests such, Fla. Stat. 163.3184(12). A complete analysis of the notice and hearing requirements for concurrent zoning and plan amendments is beyond the scope of this memorandum.

For purposes of the comprehensive plan amendment, we note that the statute requires notice by mail only when the proposed ordinance changes the zoning map designation of property, or the list of uses allowed within a zoning category. See Fla. Stat. 166.041(3)(c). The City of Stuart's proposed plan amendment does neither, and therefore notice by mail is not required for the plan amendment.

If the amendment is adopted, the local government must forward a complete copy of the amendment and supporting data and analysis to the State Land Planning Agency and the reviewing agencies and local governments within 10 days. The State has 5 working days to notify the local government of any deficiencies in the

transmittal. Once the State notifies the local government that the amendment transmittal is complete, the amendment takes effect as follows:

An amendment adopted under this paragraph does not become effective until 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, an amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. Fla. Stat. 163.3184(3)(c)4.

The statute also includes detailed provisions governing a possible administrative challenge to a comprehensive plan amendment by the state land planning agency or an "affected person" alleging that the amendment is not "in compliance" with state statutes and related requirements. Fla. Stat. 163.3184(1)(5)-(9). Such a challenge must be filed within thirty (30) days after the amendment is adopted. A review the administrative process is beyond the scope of this memorandum.

MEMORANDUM

TO: City of Stuart, Florida

FROM: Robert C. Apgar, Esquire
Robert Pennock, Ph.D., AICP

RE: Review of Proposed Comprehensive Plan Amendment

DATE: December 20, 2016

This is written in response to a request from the City of Stuart that Apgar and Pennock review the attached draft amendment to comprehensive plan Policy A.7.2 (“the amendment”) and respond to the following questions:

1. Does the proposed amendment raise any legal or planning issues that might support an administrative or judicial challenge to the amendment? Is there anything missing that would be important to the validity of the amendment?
2. What are the legal procedures and notice requirements that the City must satisfy for adoption of the plan amendment.

Response to Question 1: legal and planning issues.

The proposed amendment would increase the maximum density allowable in certain land use categories; delete limitations on the total number of acres in development that exceed 15 dwelling units per acre; and add or amend footnotes for clarification. The amendment does not raise any legal issues, nor is any additional amendment necessary to establish its validity, unless the supporting data and analysis showed that an amendment to the 5-Year Capital Improvements Schedule was needed. The amendment is clearly within the City’s authority and responsibility under the Community Planning Act, Chapter 163, Part II, Florida Statutes. Moreover, the amendment would not decrease the possible density or intensity of development, thereby avoiding any issues under the Bert Harris Act, Chapter 70, Florida Statutes.

There are, however, some minor issues that should be addressed. Footnote 5 describes “flexible densities having a base of nine (9) units per acre for single family dwelling units and a maximum of fourteen (14) units per acre for duplexes . . .” The term “base” is not commonly used in regulatory documents and could be confusing. From the context, “base” appears to indicate a maximum number of single family units. If so, “maximum” would be a better term to use.

Further, we recommend that

- The maximum of 14 units per acre for duplexes be stated in the Table of Land Use Densities and Intensities. In general, all minimum and maximum limits should appear in the land use table, not in footnotes.
- The conditional language regarding compatibility would be better placed in a future land use element policy and this footnote could reference that policy.
- Footnote 2 changes the term UCE to UCCU. This acronym should also be changed in the Table of Land Use Densities and Intensities.

Finally, the “Note” that follows the numbered footnotes states that properties in the Coastal High Hazard Area are limited to a maximum of 15 units per acre except in certain cases, and ALF’s are prohibited. The City should insure that this restriction is stated in a policy or objective in the FLU element or the Coastal Element of the Plan. The Note should reference the applicable policy or objective.

The amendment must be supported by data and analysis providing the planning rationale for the amendment and showing the effect of these density increases.

The data and analysis could include the following:

- A recent review of the land development regulations, particularly Chapter 2, showed that in some instances the land development regulations, if read independently from the comprehensive plan, could cause some confusion regarding what densities are allowed in particular circumstances. This proposed plan amendment, along with subsequent revisions to the land development regulations, is intended to provide clarity and certainty with regard to the maximum residential densities that may be allowed.
- Also, these plan amendments support several important planning goals including the discouragement of urban sprawl, increased opportunities for affordable housing, and economic development within the City. (this should be expanded by City)
- Supporting data and analysis is required by section 163.3177 F.S. The DEO website <http://www.floridajobs.org/community-planning-and-development/programs/community-planning-table-of-contents/how-to-prepare-and-submit-a-proposed-expedited-state-review-comprehensive-plan-amendment> outlines these requirements which include: A description of availability of and the demand on sanitary sewer, solid waste, drainage, potable water and water supply, traffic circulation, schools (if local government has adopted school concurrency), and recreation, as appropriate.
 - This may require changes to the Capital Improvements Schedule – but this appears unlikely.

- Note that an impact analysis should take into account the population projections.
- An analysis of extra-jurisdictional impacts, if any.

Response to Question 2: Procedures for adoption.

This Memorandum provides an overview of the adoption process. It does not, however, repeat all of the detailed requirements of the statute, Fla. Stat. 163.3184. The City Staff must review the statute to insure that all requirements are met.

First, the proposed plan amendment must be reviewed by the local planning agency (“LPA”) pursuant to Fla. Stat. 163.3174. The LPA must hold at least one public hearing on the plan amendment. The LPA must make a recommendation to the local government, including whether the proposed amendment is consistent with the local comprehensive plan.

The procedures for the City Commission to adopt the proposed amendment are set out in Fla. Stat. 163.3184(3), known as the Expedited State Review Process, and 163.3184(11), which describes the public hearings and method of adoption. Additional requirements are set out in Fla. Stat. 163.3184(11) which governs adoption of ordinances by municipalities. The following is an overview of these procedures and requirements:

The local governing body must hold at least two advertised public hearings on the proposed comprehensive plan or plan amendment. The advertising and scheduling requirements are governed by Fla. Stat. 163.3184(3) and (11), and by Fla. Stat. 166.041(3). Pursuant to Fla. Stat. 163.3184(11), “For the purposes of transmitting or adopting a comprehensive plan or plan amendment, the notice requirements in chapters 125 and 166 are superseded by this subsection, except as provided in this part.”

Pursuant to this direction, the adoption procedure is as follows:

1. The first public hearing is held to decide whether to transmit the plan amendment to the reviewing agencies. An ordinance is not necessary for transmittal. A resolution is the appropriate local government action. The transmittal must be approved by no less than a majority of the members of the governing body present at the hearing.
2. The hearing must be held on a weekday at least 7 days after the day that the first advertisement is published pursuant to the requirements of chapter 166.
3. If the local government votes to transmit the proposed amendment, the local government must send the amendment with supporting data and analyses to the reviewing agencies within 10 days.
4. The agencies must send their comments to the local government within 30 days after receiving the amendment. The statute sets out in detail the limits on the scope of agency review.
5. After receipt of agency comments, the local government must hold a second public hearing for adoption. The statute allows 180 days for the adoption

hearing. If the hearing is not held within 180 days, the amendment is deemed withdrawn.

The plan amendment must be adopted by ordinance, approved by no less than a majority of the members of the governing body present at the hearing. The ordinance adoption process is also governed by Fla. Stat. 166.041(3)(a) as follows:

Except as provided in paragraph (c), a proposed ordinance may be read by title, or in full, on at least 2 separate days and shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality. The notice of proposed enactment shall state the date, time, and place of the meeting; the title or titles of proposed ordinances; and the place or places within the municipality where such proposed ordinances may be inspected by the public. The notice shall also advise that interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

As noted above, Fla. Stat. 163.3184(11) states that the notice requirements of subsection (11) supersede the requirements of Chapter 166. Subsection (11) states: "The hearing must be held on a weekday at least **7 days** after the day that the first advertisement is published pursuant to the requirements of chapter 166." (emphasis added)

We emphasize that the notice and hearing requirements for a zoning change are much more detailed and rigorous than the requirements for amending a comprehensive plan. The statute allows comprehensive plan amendments and zoning amendments to be processed concurrently. In fact, concurrent processing is required if an applicant requests such, Fla. Stat. 163.3184(12). A complete analysis of the notice and hearing requirements for concurrent zoning and plan amendments is beyond the scope of this memorandum.

For purposes of the comprehensive plan amendment, we note that the statute requires notice by mail only when the proposed ordinance changes the zoning map designation of property, or the list of uses allowed within a zoning category. See Fla. Stat. 166.041(3)(c). The City of Stuart's proposed plan amendment does neither, and therefore notice by mail is not required for the plan amendment.

If the amendment is adopted, the local government must forward a complete copy of the amendment and supporting data and analysis to the State Land Planning Agency and the reviewing agencies and local governments within 10 days. The State has 5 working days to notify the local government of any deficiencies in the

transmittal. Once the State notifies the local government that the amendment transmittal is complete, the amendment takes effect as follows:

An amendment adopted under this paragraph does not become effective until 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, an amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. Fla. Stat. 163.3184(3)(c)4.

The statute also includes detailed provisions governing a possible administrative challenge to a comprehensive plan amendment by the state land planning agency or an "affected person" alleging that the amendment is not "in compliance" with state statutes and related requirements. Fla. Stat. 163.3184(1)(5)-(9). Such a challenge must be filed within thirty (30) days after the amendment is adopted. A review the administrative process is beyond the scope of this memorandum.

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

Meeting Date: 6/12/2017

Prepared by: T. O'Neil, S. Mayer

Title of Item:

ORDINANCE No. 2342-2017; 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. (RC)

Summary Explanation/Background Information on Agenda Request:

Due to a recent application for a minimum lot size reduction variance before the Board of Adjustment (BOA) and questions raised by an objecting neighbor as to how a site's maximum residential density should be calculated, a number of long-overlooked inconsistencies between the City's Comprehensive Plan and its LDC have been brought into light. Of note is the fact that state-mandated goals, policies and objectives contained in a jurisdiction's comprehensive plan are paramount and override any conflicting or errant language that may exist in its land development regulations. However, long-standing practices and existing residential lots have been developed contrary to comprehensive plan. In order to continue these practices, the comprehensive plan must be reviewed and amended to provide consistency.

Since its adoption in 1967, Stuart's Zoning Code -- now the LDC -- has set forth, without change, the following minimum lot sizes for residential lots in the R-1A, R-1, and R-2 duplex zoning districts: (R-1A 10,000, R-1 7,500, R-2 (Duplex) 7,500.

As a result, for nearly 50 years, a single-family or duplex lot meeting these minimum standards (as well as minimum lot width, impervious coverage limitations and setbacks) has been deemed compliant and issued a permit for development. Further, since 1967, the City's BOA has routinely granted lot size variances allowing single-family and duplex homes on smaller lots. In the late 1990's, prompted by Martin County's law suits over annexation, in accordance with Chapter 163 of Florida Statute, the City Commission made several remedial amendments to its Comprehensive Plan, thereby establishing a maximum of (7) seven dwelling units per acre (UPA) in the "Low-Density Residential" land use category, which generally encompasses R-1A, R-1 and R-2 duplex zoning districts. Sometime following this amendment, the LDC was (inexplicably) altered to include more restrictive density caps of (4) four units per acre (UPA) in the R-1A zoning category and (5) five UPA in the R-1 district. In 2007, the LDC was amended to include "cottage lot" provisions to encourage smaller lot development within older established subdivisions.

Furthermore, the Land Development Code establishes a density of 17 units per acre, which is reflective of the specific historic fabric of the East Stuart neighborhood. The Comprehensive Plan established 15 units per acre for the East Stuart district and therefore would need to be amended to be consistent.

Staff has performed an analysis of every residential zone and identified several zoning districts that were in

conflict with the densities prescribed in the Comprehensive Plan. To resolve these conflicts, both the City's Comprehensive Plan and its Land Development Code must be amended. First, staff drafted a text amendment to correct the inconsistencies of the Future Land Use Element and requested the assistance of legal consultants Robert Pennock and Bob Apgar, who are well known leaders in Comprehensive Planning in the State of Florida. We requested that they provide any legal or planning issues in regard to our draft and what the legal procedures and notice requirements that the City must satisfy for adoption of the plan amendment. Their memorandum is attached and states in summary, "The amendment does not raise any legal issues, nor is any additional amendment necessary to establish its validity, unless the supporting data and analysis showed that an amendment to the 5-year Capital Improvements Schedule was needed...Moreover, the amendment would not decrease the possible density or intensity of development, thereby avoiding any issues under the Bert Harris Act, Chapter 70, Florida Statutes.

In drafting this language to the Comprehensive Plan, staff has made an assumption that the Commission wishes to retain the status quo in terms of applying the same minimum lot size and density standards that have been observed since 1967. The data and analysis concludes that at most, the most reasonable expectation is that no more than 74 additional lots would be created, assuming that every vacant lot were granted a hardship to subdivide. Staff has provided the level of service analysis which indicates that such an increase is considered de minimus.

Therefore, staff recommends approval of the ordinance to the Future Land Use Element, increasing the maximum density calculations for Low Density Residential, Multi-Family Residential, Office/Residential (only for duplexes), and East Stuart District.

Please note that staff has drafted a complimentary but separate Ordinance (Ordinance No. 2332-2017) amending the Land Development Code and due to the mutual issues regarding the two different forms of text amendment, staff anticipates that both Ordinances will be given joint consideration.

Funding Source:

N/A

Recommended Action:

Staff recommends approval of Ordinance 2342-2017 on First Reading.

This item will be transmitted to the Department of Economic Opportunity, which will include the data and analysis document, for their consideration, prior to Second Reading.

ATTACHMENTS:

Description	Upload Date	Type
☐ Staff Memo	4/26/2017	Backup Material
☐ Data and Analysis	6/6/2017	Exhibit
☐ Data and Map Package	4/26/2017	Backup Material
☐ Ordinance No. 2342-2017 Comp Plan Amend	4/25/2017	Backup Material
☐ Attachment A - Future Land Use Element	6/6/2017	Attachment
☐ Public Works LOS Letter	6/6/2017	Attachment

▣	LPA Minutes	4/25/2017	Backup Material
▣	Public Correspondence	4/25/2017	Backup Material
▣	Apgar Pennock Memo	4/26/2017	Backup Material

Memorandum

To: City Commission

From: Terry O'Neil, City Development Director

Cc: Paul Nicoletti, City Manager
Mike Mortell, City Attorney
Stephen Mayer, Senior Planner

Date: April 26, 2017

Re: Inconsistencies between the City's Comprehensive Plan and Land Development Code (LDC) and within the LDC itself, pertaining to residential density.

In mid-2016, a yet-to-be-processed minimum lot size reduction variance application before the City's Board of Adjustments (BOA) and questions raised by an objecting neighbor as to how the site's maximum residential density (units per acre) should be calculated brought to light several long-overlooked conflicts between the City's Comprehensive Plan and Land Development Code, and within the LDC itself.

Stuart's 50-year practice of controlling residential density thru minimum lot sizes and thru the Board of Adjustments

Since the City's first comprehensive zoning code was adopted in 1967, minimum lot sizes for one and two-family homes have remained unchanged. They are:

<i>Zone</i>	<i>Minimum lot size (Sq. Ft.)</i>
<i>R-1A</i>	<i>10,000</i>
<i>R-1</i>	<i>7,500</i>
<i>R-2 (Duplex)</i>	<i>7,500</i>
<i>R-2 (Single Family)</i>	<i>6,000</i>

Thus for 50 years, a single-family or duplex lot meeting these standards (as well as minimum lot width, impervious coverage limitations, parking and setbacks) has been deemed compliant and suitable for development. Further, at least since 1967, the City's Board of Adjustments (BOA) has from time to time granted lot size variances allowing single-family and duplex homes on smaller lots without regard to site-specific density calculations. In 2007, the LDC was amended to include "Cottage Lot" provisions which encouraged smaller lot development (typically 5,000 square feet) within the older, established R-1 and R-2 zoned subdivisions. As with lots meeting the LDC's minimum area requirements or lots granted a size variance by the BOA, cottage lots have also been deemed developable without regard to site-specific density calculations.

When did site specific density calculations come into play?

In 2002, prompted by a Martin County law suits over annexation, in accordance with Florida’s 1980’s-Era Growth Management Law, the City was compelled to add residential densities to its Comprehensive Plan¹ and in doing so chose to cap the “*Low-Density Residential*” land use category² at 7 units per acre. This category encompasses the R-1A, R-1 and R-2 (duplex) zoning districts. Sometime following this amendment, the LDC itself was inexplicably or perhaps inadvertently altered to include even more restrictive density caps of (4) four units per acre in the R-1A zoning category and (5) units per acre in the R-1 district. In drafting these two amendments, City staff failed to recognize the conflicts they created between the Comprehensive Plan and the LDC, and within the LDC itself.

Fixing the problem

To resolve these conflicts, both the City’s Comprehensive Plan and its LDC must be amended. (Please see attached legal opinions from the City Attorney and outside experts Robert Apgar and Robert Pennok). If no action is taken, there are several scenarios under which a property owner may no longer be able to seek a lot size variance from the Board of Adjustments or develop in reliance on the LDC’s minimum lot size standards in place since 1967.

The following table illustrates the density versus minimum lot size conflicts:

<i>Zone</i>	<i>Current minimum lot size per LDC (Sq. Ft.)</i>	<i>Required lot size if CP’s 7 UPA cap is applied (Sq. Ft.)</i>	<i>Required lot size if LDC’s 4 UPA cap is applied (Sq. Ft.)</i>	<i>Required lot size if LDC’s 5 UPA cap is applied (Sq. Ft.)</i>	<i>Required lot size if LDC’s 7 UPA density caps applied (Sq. Ft.)</i>	<i>Lot meets CP’s 7 UPA density cap</i>	<i>Lot meets LDC’s density cap</i>	<i>Proposed Fix</i>
<i>R-1A</i>	<i>10,000</i>	<i>6,223</i>	<i>10,890</i>	<i>NA</i>	<i>NA</i>	<i>YES</i>	<i>NO</i>	<i>Remove 4 UPA cap in LDC</i>
<i>R-1</i>	<i>7,500</i>	<i>6,223</i>	<i>NA</i>	<i>8,712</i>	<i>NA</i>	<i>YES</i>	<i>NO</i>	<i>Remove 5 UPA cap in LDC</i>
<i>R-2 duplex</i>	<i>7,500</i>	<i>12,446</i>	<i>NA</i>	<i>NA</i>	<i>12,446</i>	<i>NO</i>	<i>NO</i>	<i>Amend the Comp Plan and LDC to increase range to 11.62 for duplexes</i>
<i>R-2 Single Family</i>	<i>6,000</i>	<i>6,223</i>	<i>NA</i>	<i>NA</i>	<i>6,223</i>	<i>NO</i>	<i>NO</i>	<i>Amend the Comp Plan and LDC to increase range to 8.62 for Single Family</i>

¹ Each jurisdiction’s state-mandated comprehensive plan overrides any conflicting language that may exist within its land development code.

² Excluding the Pines/Windemere PUD, there are 629.4 acres of land within the “low-density residential” land use category, excluding rights-of-way. This category encompasses 2,102 residential parcels. Approximately 74 of these are vacant. Dividing 629.4 acres by the number of existing single family and duplex parcels yields an average actual density of 3.34 units per acre. This figure reduces further if rights-of-way are factored in.

Are there any unintended consequences to the proposed remedial amendments?

Some residents have expressed concern that remedially increasing the *low-density residential* caps in the City Comprehensive Plan and LDC may lead to unwanted or unanticipated growth. Stuart's historical growth patterns and existing regulatory safeguards suggest otherwise:

- One need only look to Stuart's 50-year history of controlling residential density through minimum lot sizes and the good judgement of the BOA to see how well the approach has worked.
- Again, no changes to the minimum lot sizes in the LDC, in place since 1967, are being proposed.
- With regard to lot size variances, the BOA's track record is a conservative one. In the last 50 years only 27 of 227 variance requests have been for lot size reductions. Of those 27 requests, 2 were withdrawn and another 2 were denied. In 50 years, only 23 variance requests for lot sizes have been approved. When measured against the total number of low density residential lots in the City (2,102 lots) the potential for runaway growth because of actions by the BOA is de minimus. (2,102 lots as compared to 23 substandard lots allowed by variance)
- *Tear down scenario.* What if a developer purchased (10) ten adjoining, already developed riverfront parcels in the R-1A zoning district, tore the existing homes down, and with a newly increased density cap in place, sought a variance from the BOA to allow for a series of (20) twenty fifty-foot wide lots of 5,000 square foot each? While theoretically possible, in the decades before today's density conflict was discovered, this scenario has never played out. City residents are traditionally very vocal in protecting their neighborhoods from wholesale change and are not shy about making their feelings known to the BOA. Also, to ensure quality and a degree of certainty about the final product, it has long been the BOA's practice to require "compatible" site plans and architectural elevations as a condition of approval, including lot size reductions. Finally, all BOA determinations are appealable to the City Commission.

Notwithstanding these safeguard, to eliminate even the remotest possibility of the above scenario, if so directed, staff will draft additional language in the Comprehensive Plan and the LDC that forbids variance applications in the low-density residential category involving multiple lot consolidation and subdivision into smaller lots.

Recommendation

Staff strongly supports the City's 50 year tradition of regulating residential density mainly through minimum lot sizes and the BOA, and recommends moving forward with the attached remedial ordinances.

Data and Analysis Summary

This section provides data and analysis, including an examination of consistency with **Rule Chapter 9J-5, F.A.C. and Chapter 163, F.S.** and the City's Comprehensive Plan.

A. Procedure

The proposed amendment to adopted Comprehensive Plan policies is a text amendment subject to the Expedited State Review Process per provisions of Chapter 163.3184(3) and (5), Florida Statutes, adopted by the 2011 state legislation. The Expedited State Review Process applies to all comprehensive plan amendments except small scale amendments and amendments that must follow the State Coordinated Review process, such as the Evaluation and Appraisal Review (EAR) - based amendments.

If the Commission approves the proposed amendment, it will be transmitted for review to the Florida Department of Economic Opportunity (DEO), currently the state land planning agency. Within the DEO, the program is then administered by the Division of Community Planning and Development and Bureau of Comprehensive Planning. The final adoption by the City Commission is tentatively scheduled for July of 2017.

B. Proposed Text Changes

This amendment will address a discrepancy between gross density within the Comprehensive Plan and densities long since established in the City's Land Development Code and historic growth patterns by updating the land use categories so they better align with the City's vision through adopting the new density requirements of Ordinance No. 2342-2017 into the Comprehensive Plan. Please see **Exhibit "A"** for the text of the proposed text amendment.

The proposed increases in maximum density can be summarized as follows:

- (A) Low Density Residential land use category from <7 to <8.72 for single family uses
- (B) Low Density Residential land use category from <7 to 11.62 for duplex uses
- (C) Multi-Family Residential land use category from <15 to <30 for RPUD only
- (D) Multi-Family Residential land use category from <10 to <11.62
- (E) Office/Residential land use category from <15 to <30 for RPUD only
- (F) Office/Residential land use category from <10 to <11.62
- (G) East Stuart land use category from <15 to <17

C. Consistency with the Comprehensive Plan

This proposed amendment furthers several provisions of the Future Land Use and Housing Elements of the Comprehensive Plan, including the items listed below.

Exhibit “B” – Comprehensive Plan Objectives and Policies Consistency Analysis

D. Land Development Code Implications

This proposed amendment will result in changes to the Land Development Code (LDC). Please see Ordinance No. 2332-2017, attached as **Exhibit “C”** for the text of the proposed text amendment. This will be amended concurrently with the Comprehensive Plan text amendment in order to provide stream less consistency between the two documents.

E. Recommendation

As indicated herein and analyzed fully in **Exhibit “D”**, staff recommends approval of the proposed City-initiated Comprehensive Plan text amendment and a related Land Development Code text amendment implementing the changes to the Comprehensive plan for transmittal to the State for an Expedited State Review.

Exhibit “A”
Proposed Comprehensive Plan Text Revisions

Strike thru text in **red**

Added text in **blue**

Policy A7.2. Gross densities, gross intensities and proportional use amounts for each land use category are established in the “Table of Land Use Densities and Intensities” that is adopted as part of this element.

Table of Land Use Densities and Intensities

Land Use Category	In/Out CRA ¹	Residential				Non-Residential			
		General	Not A ELF ⁴	A ELF	>15 du/acre ⁵	%residential	General	>2.0 FAR ³	%non-residential
Low Density Residential	NA	<7 du/ae <8.72 du/ac to 11.62 du/ac ⁵	<7 du/ae <8.72 du/ac to 11.62 du/ac ⁵	none	None	95-100	<0.75 FAR		0-5%
Multi-Family Residential	In	<15 du/ac	<15 du/ae <30 du/ac	<30 du/ac	<5 ae	70-100	<3.0 FAR	<20 ac	0-30%
	Out	<10 du/ac to 11.62 du/ac ⁹	15 du/ae <30 du/ac	<30 du/ac	<40 ae	70-100	<0.5 FAR		0-30%
Commercial	In	<15 du/ac	<15	<30 du/ac	<5 ae	0-15	<3.0 FAR	<50 ac	85-100%
	Out	<10 du/ac	<10	<30 du/ac	<25 ae	0-15	<1.5 FAR		85-100%
Office/ Residential	In	<15 du/ac	<15 du/ae <30 du/ac	<30 du/ac	<5 ae	0-25	<3.0 FAR	<10 ac	75-100%
	Out	<10 du/ac	<10 du/ae	<30 du/ac	<5 ae	0-25	<1.5 FAR		75-100%

		to 11.62 du/ac ⁹	<u><30 du/ac</u>						
Industrial	In	None				0	<3.0 FAR	<10 ac	100%
	Out	None				0	<1.0 FAR		100%
Public		None				0	<1.0 FAR		100%
Institutional		<10 du/ac	<30 du/ac	<30 du/ac	<5 ae	0	<0.75 FAR		100%
Recreation		None					<0.5 FAR		100%
Downtown Redevelopment		<15 du/ac ⁸	<30 du/ac	<30 du/ac	<25 ae	0-70	<4.0 FAR	<50 ac	0-70% ⁶
Neighborhood/ Special District	In	<15 du/ac		<30 du/ac	<5 ae	30-90	<3.0 FAR	<10 ac	10-70%
	Out	<15 du/ac		<30 du/ac	<5 ae	30-90	<2.0 FAR		10-70%
East Stuart	NA	<15 du/ae <17 du/ac	<15 du/ae <17 du/ac	<30 du/ac	<5 ae	70-100	<1.5 FAR		0-30%
Conservation		None				0	<10% ISR		100%
Marina/ Industrial		<15 du/ac	<15 du/ac	NA	<5 ae	0-25	<3.0 FAR	<5 ac	0-75%

¹ CRA = Community Redevelopment Agency. A delineated area

² RPUD = Residential Planned Unit Development; ~~Major UCE = Major Urban Code Exception~~ Major UCCU = Major Urban Code Conditional Use

³ The total number of acres in developments approved and constructed after the policy effective date that exceed 2.0 FAR shall not exceed the specified amount.

⁴ A ~~CLF = Assisted Adult Congregated~~ Living Facility

~~⁵ The Total number of acres in developments approved and constructed after the policy effective date that exceed 15 du/ae shall not exceed the specified amount and shall be approved via a Planned Unit Development or Major Urban Code Exception~~

⁵ This designation is intended for parcels that are suited for single family attached and detached and duplex development ranging in density from 8.72 for single family units to 11.62 for duplex units.

⁶ Recreation uses shall not exceed 25 percent of the land area

⁷ ISR = Impervious surface ratio. Not to exceed 10,000 square feet for any contiguous parcel.

⁸ Shall be interpreted on an Urban Subdistrict basis within the CRA (including Urban Neighborhood, Urban General, Urban Center, Urban Waterfront, and Urban Highway)

⁹ **This designation is intended for parcels that are suited for single family attached and detached, duplex and multi-family development ranging in density from 10 for single family units to 11.62 for multi-family and duplex units.**

Note: Throughout the City, properties located in the Coastal High Hazard Area (CHHA), as identified on the future land use map in the Coastal Element of the Comprehensive Plan, are limited to 15 dwelling units per acre unless the applicant can demonstrate to comply with Florida Statute 163.3178 (9)(a)1,2 and 3. ALFs shall continue to be prohibited within the Coastal High Hazard Area.

Exhibit “B”

Comprehensive Plan Objectives and Policies Consistency Analysis

The following are adopted Comprehensive Plan policies in support of the text changes:

FUTURE LAND USE ELEMENT

Policy A5.1: The Future Land Use Element of the City’s adopted Comprehensive Plan shall provide land for future residential use to promote a more compact development pattern. This shall include sufficient land suitable for the public utility facilities needed to support the projected level and pattern of development.

Staff Comment: The areas that the City are promoting an allowance to split into higher density lots are within the Low Density Residential Land Use Category. Map A illustrates the location of the Low Density Land Use Category, a majority of which is centrally located within the City, adjacent to the downtown area and a majority of which is located within the City’s Community Redevelopment Agency (CRA). By allowing lot splits when there is a reasonable request for a hardship, the City will allow more compact development patterns within existing infrastructure and in conformance with current patterns of development.

Policy A5.4: City land development regulations and housing programs should support the provision of housing for very-low income to moderate income residents.

Staff Comment: The City has historically observed smaller lot sizes and in turn smaller houses as desirable within the City’s platted neighborhoods. This can be contributed to the fact that smaller houses are more affordable to purchase and maintain. The trend toward smaller houses and the correlation between affordable housing and the size of the lot demonstrate the necessity for the City to remain flexible in regard to minimum lot sizes, which includes the increasing of densities to ensure that 5,000 square foot lots within all zoning districts are attainable under the density limits of the Comprehensive Plan.

Objective B1: Compact Urban Form. Discourage urban sprawl by facilitating urban redevelopment and infill development of properties and planning for urban infill and redevelopment of lands located within Stuart in order to achieve a compact urban form.

Staff Comment: Similar to the comment above regarding compact urban form, the City is encouraging infill development and redevelopment of lands located within the Low Density Land Use category, by allowing them to petition the City for smaller minimum lot sizes.

HOUSING ELEMENT

Policy A2.6: Housing opportunities. In order to expand the number and type of opportunities for affordable housing, the City will encourage new construction through density bonuses and other provisions provided through the land development regulations as well as through grants and special programs administered by the City.

Staff Comment: It is the intent of the City to provide a more diverse housing stock with greater housing opportunities, and to regulate those provisions through the adherence of minimum lot sizes within the City's Land Development Regulations, which will allow for the provision of a variance to reduce the size of lots to no less than 5,000 square feet within the Low Density Land Use Category for single family lots, and a total of 7,000 square feet for duplexes in the same land use. This will allow the City to regulate expansion of the housing stock and allow opportunities where they conform with the provisions of the code.

Policy E.1.1: The City shall continue to apply existing standards within its LDC to encourage reinvestment in the City's existing housing stock. These standards include relaxed lot coverage and setback provisions, cottage lot allowed and less restrictive variance criteria.

Staff Comment: The City's cottage lot allowances are being promoted by the relaxation of density limits mandated by the Comprehensive Plan. By allowing 5,000 square foot lots, the City is encouraging reinvestment in the City's existing housing stock.

Footnotes:

1 = Assisted Living Facility (ALF) is allowed a maximum of 30 units per acre in land use classification multi-family residential, office/residential, and downtown redevelopment.

~~2 = Single Family Detached Dwelling Unit~~

~~3 = Single Family Attached Dwelling Unit~~

~~4 = Multi-Family Dwelling Unit~~

~~2 5~~ = Potential Bonus Units Allowable. Where not less than 50% of the total residential units of site are smaller than 1,500 square feet in size, then at the sole discretion of the city commission, a residential unit variety density bonus may be awarded (Refer to Land Development Code Table 2.07.00.C).

~~3 6~~ = Up to 30 units with Major Urban Code Conditional Use

~~7 = Based on R-1 Density Requirements~~

~~8 = Based on R-2 Density Requirements~~

~~4 9~~ = Based on R-3, B-1 and B-2 Density Requirements

~~5 10~~ = Up to 30 with East Stuart District Conditional Use Approval

~~6 11~~ = Up to 30 upon approval by City Commission with a RPUD within the Downtown Redevelopment Land Use area

~~7 = Up to 11.62 dwelling units per acre for duplexes provided that such a density achieves certain performance standards in the Land Development Code~~

~~8 = Maximum 8.72 dwelling units per acre for single family dwelling units and 11.62 dwelling units per acre for duplex units~~

~~9 = Maximum ten (10) dwelling units per acre for single and 11.62 dwelling units per acre for multi-family and duplex units~~

~~E = Only Residential dwelling unit allowed and only by Conditional Use~~

L = Limited. No maximum density established by Land Development Code or Comprehensive Plan at this time. Rather, the term "Limited" is used instead of a numerical value.

2.04.02 SUPPLEMENTAL AREA REQUIREMENTS

A. Minimum width and area of lots, **unless varied by the Board of Adjustments via a variance approval.**

1. No lot, even though it may consist of one or more adjacent lots of record, shall be

reduced so that the lot width or depth, front side or rear yard, minimum lot area of other requirements of this code are not maintained. This section shall not apply when a portion of a lot is subsequently acquired for public purposes.

2. No residential lot shall be less than 60 feet in width. In the case of irregularly shaped lots, the average lot width shall be measured and determined in accordance with the definition of average lot width set forth in Chapter XII.
3. No platted lot shall contain less than 6,000 square feet.

2.07.00 DESIGNATION OF PLANNED UNIT DEVELOPMENT (PUD)

3. Density. The net residential density for an RPUD shall not exceed the maximum permitted as prescribed by the following:

A. Single-family, detached: ~~Four~~ **8.72** dwelling units per acre

B. Single-family, attached: ~~Seven~~ **8.72** dwelling units per acre

C. Multiple-family residential: ~~15~~ **30** dwelling units per acre

2.03.03. Planned Unit Development (PUD) density

The density for a planned unit development shall not exceed those densities set forth in Table 3 – Maximum Dwelling Units per Acre, unless a density bonus **as defined herein**, has been granted by the city commission as part of a planned unit development zoning agreement.

Chapter 12, “definitions”, to clarify the definition of net density and density bonus

Density Bonus: Additional residential density may be approved for a RPUD in accordance with the City of Stuart’s comprehensive plan and land development regulations provided the total density does not exceed 30 dwelling units per acre. A density bonus may only be granted at the discretion of the City Commission as an incentive for developments to provide greater public amenities or housing opportunities which enhance the City, such as affordable housing, new housing stock, or housing types that are in demand.

Net density: The net density of a project shall be computed by dividing the total number of units to be constructed by the net residential acreage of the parcel. The net residential acreage of a parcel shall be the acreage devoted to residential ~~lots~~ **buildings, and accessory structures** rights-of-way, common areas, landscape buffers and retention areas less all

bodies of water ~~including wet retention areas, the dedicated public open space, all easements dedicated to a governmental body for a public use, all public and private road right-of-ways,~~ and **required** protected environmentally sensitive areas.

Exhibit “D” Data & Analysis

In compliance with Florida Statutes, this Exhibit provides details the background, analysis of potential impacts and level of service analysis regarding the specific text changes identified in **Exhibit “A”**.

The sections within the Data and Analysis are organized to analyze the impacts of the Comprehensive Plan text change identified in **Exhibit “A”**, as follows: 1) Background Information; 2) Population Trends and Change in Population, 3) Analysis and Impact of the Proposed Density Changes, 4) Vacant land and infill development, 5) Infrastructure level of service analysis, with subsections of a) Sanitary sewer, b) Solid waste, c) Drainage, d) Potable water, e) recreation, f) transportation, and g) public education, 6) consistency with the Comprehensive Plan, 7) consistency with Florida Statutes and 8) intergovernmental coordination and public participation.

1) Background Information

Since the City’s first comprehensive zoning code was adopted in 1967, minimum lot sizes for one and two-family homes have remained unchanged. In 2002, prompted by a Martin County law suits over annexation, and in accordance with Florida’s 1980’s-Era Growth Management Law, the City addressed compliance with Florida Statute 163.3177, by adding residential densities to its Comprehensive Plan. In doing so, the City chose to cap the “Low-Density Residential” land use category at 7 units per acre. This category encompasses the R-1A, R-1 and R-2 (duplex) zoning districts. In drafting these Comprehensive Plan density caps, the City failed to recognize the conflicts created between the Comprehensive Plan and the LDC, and between the Comprehensive Plan and long standing practice to allow variances to the minimum lot size.

To resolve these “house cleaning” conflicts, amendments to both the City’s Comprehensive Plan and its LDC are proposed. If no action is taken, there are several scenarios under which a property owner may no longer be able to seek a lot size variance from the Board of Adjustments or develop in reliance on the LDC’s minimum lot size standards in place since 1967.

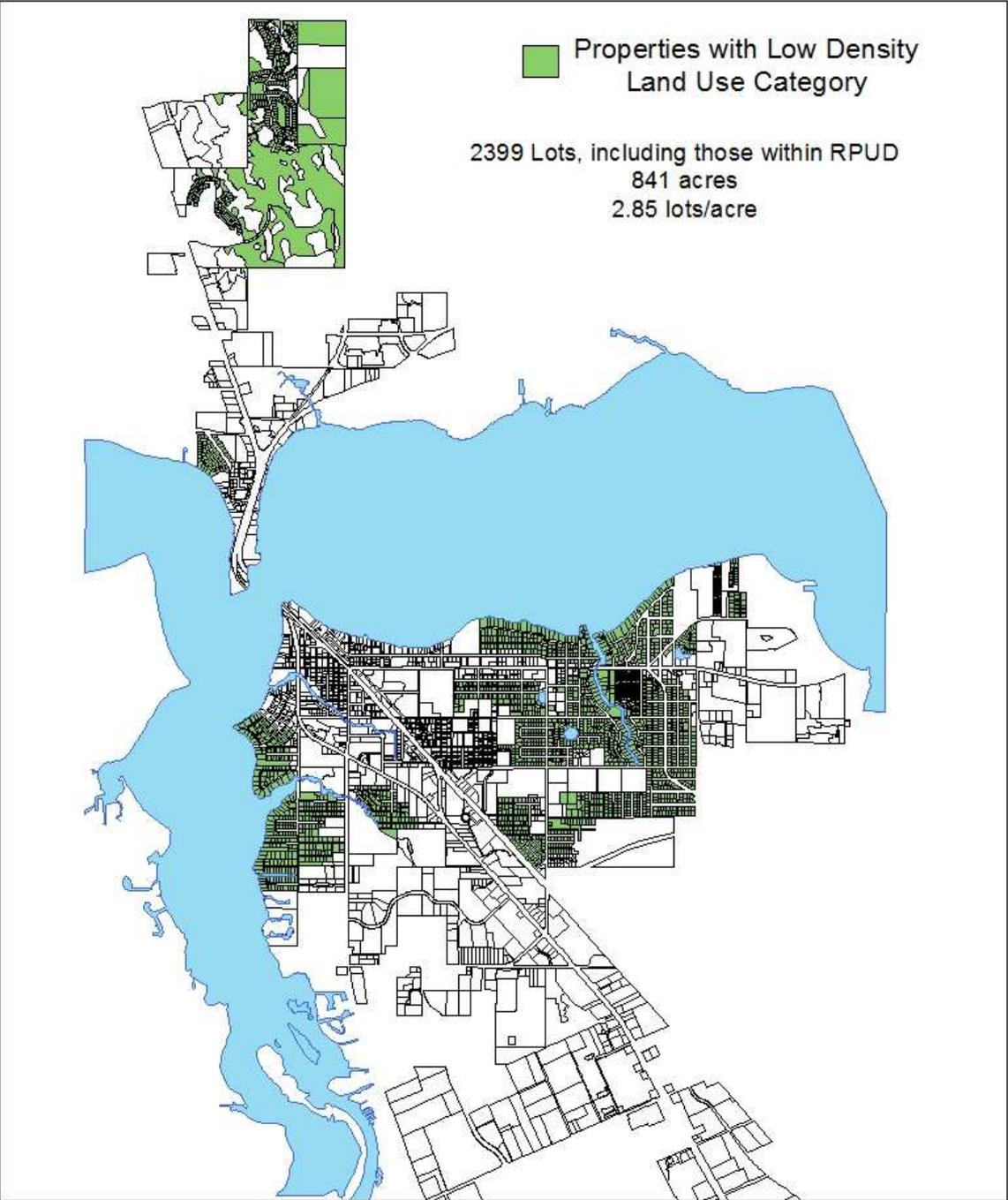
The following table illustrates the density versus minimum lot size conflicts:

<i>Zone</i>	<i>Current minimum lot size per LDC (Sq. Ft.)</i>	<i>Required lot size if CP's 7 UPA cap is applied (Sq. Ft.)</i>	<i>Required lot size if LDC's 4 UPA cap is applied (Sq. Ft.)</i>	<i>Required lot size if LDC's 5 UPA cap is applied (Sq. Ft.)</i>	<i>Required lot size if LDC's 7 UPA density caps applied (Sq. Ft.)</i>	<i>Lot meets CP's 7 UPA density cap</i>	<i>Lot meets LDC's density cap</i>	<i>Proposed Fix</i>
<i>R-1A</i>	<i>10,000</i>	<i>6,223</i>	<i>10,890</i>	<i>NA</i>	<i>NA</i>	<i>YES</i>	<i>NO</i>	<i>Remove 4 UPA cap in LDC</i>
<i>R-1</i>	<i>7,500</i>	<i>6,223</i>	<i>NA</i>	<i>8,712</i>	<i>NA</i>	<i>YES</i>	<i>NO</i>	<i>Remove 5 UPA cap in LDC</i>
<i>R-2 duplex</i>	<i>7,500</i>	<i>12,446</i>	<i>NA</i>	<i>NA</i>	<i>12,446</i>	<i>NO</i>	<i>NO</i>	<i>Amend the Comp Plan and LDC to increase range to 11.62 for duplexes</i>
<i>R-2 Single Family</i>	<i>6,000</i>	<i>6,223</i>	<i>NA</i>	<i>NA</i>	<i>6,223</i>	<i>NO</i>	<i>NO</i>	<i>Amend the Comp Plan and LDC to increase range to 8.62 for Single Family</i>

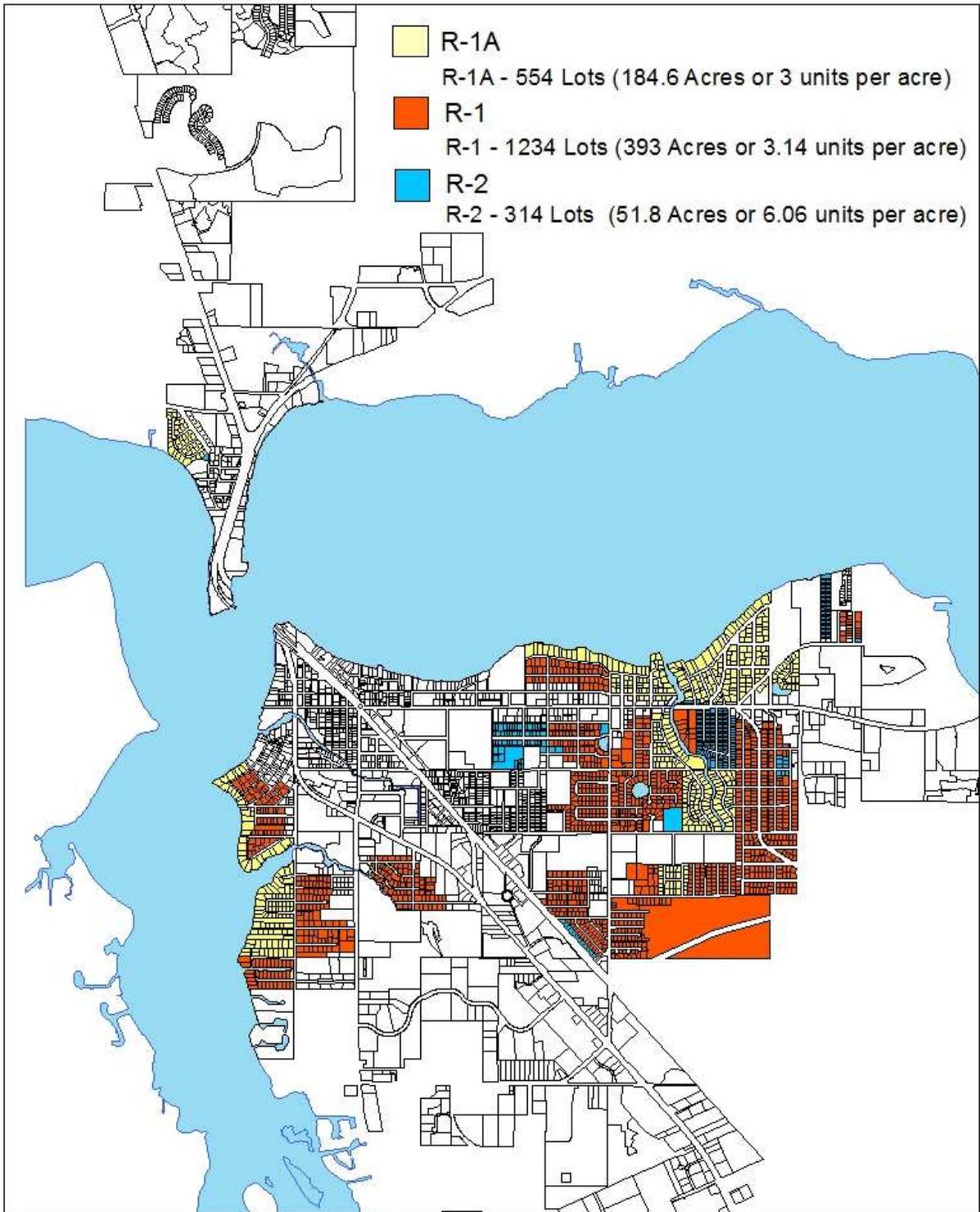
The “house cleaning” of the City’s densities within the Future Land Use Element is namely due to a significant number of properties classified as Low Density Residential carry a conventional zoning designation with maximum densities exceeding the 7 dwelling unit per acre prescribed for the Low Density Land Use category. In lieu of creating new Land Use Categories, the City has elected to raise the overall densities to match the established historic lot sizes.

The total number of lots within the Low Density Residential land use category is 2,399. 304 of these properties are located within a built RPUD, which the City would not expect to benefit from the changes in the land use designation. A few hundred of the remaining 2,095 properties are within the CRA, which is an area that the city is encouraging infill redevelopment. **Maps A and B** on the following pages, show the location of the Low Density Residential areas and the zoning of those areas, minus the RPUD.

Map A. Low Density Residential Property versus all property



Map B. R-1A, R-1 and R-2 Zoned Property versus all property



2) Population Trends and Change in Population

The population of the City from 1990 to 2000 grew at a rate of 18.2%. Since 2000, the rate declined to an average annual rate of 6.3%. According to the estimates of population by County and City in Florida, 2016, Stuart is estimated to have 16,148 persons as of April 1, 2016. The total change between 2010 and 2016 is estimated to be 555 persons, or 3.4%. The 2010 Census recorded 15,593 persons. After experiencing an average annual growth of over 5% for the first half of the 2000s, the City’s more recent population growth has been stagnant according to University of Florida’s BEBR estimates.

Permanent Population for the City of Stuart, U.S. Census Bureau

<i>1990</i>	<i>2000</i>	<i>2010</i>	<i>2016</i>
11,936	14,605	15,593	16,148

The declining rate of population increase is mainly due to the fact that the city is nearing complete buildout and population increase has been decelerating region and state-wide, especially since the time of the housing bust of 2007.

Permanent Population for the City of Stuart

As referenced from the Population Technical Bulletin, prepared by Martin County, 2015.

<i>2016</i>	<i>2020</i>	<i>2025</i>	<i>2030</i>	<i>2035</i>	<i>2040</i>
16,148	17,140	17,902	18,545	19,112	19,591

Peak Population for the City of Stuart,

As referenced from the Population Technical Bulletin, prepared by Martin County, 2015.

<i>2016</i>	<i>2020</i>	<i>2025</i>	<i>2030</i>	<i>2035</i>	<i>2040</i>
16,148	18,958	19,721	20,363	20,930	21,409

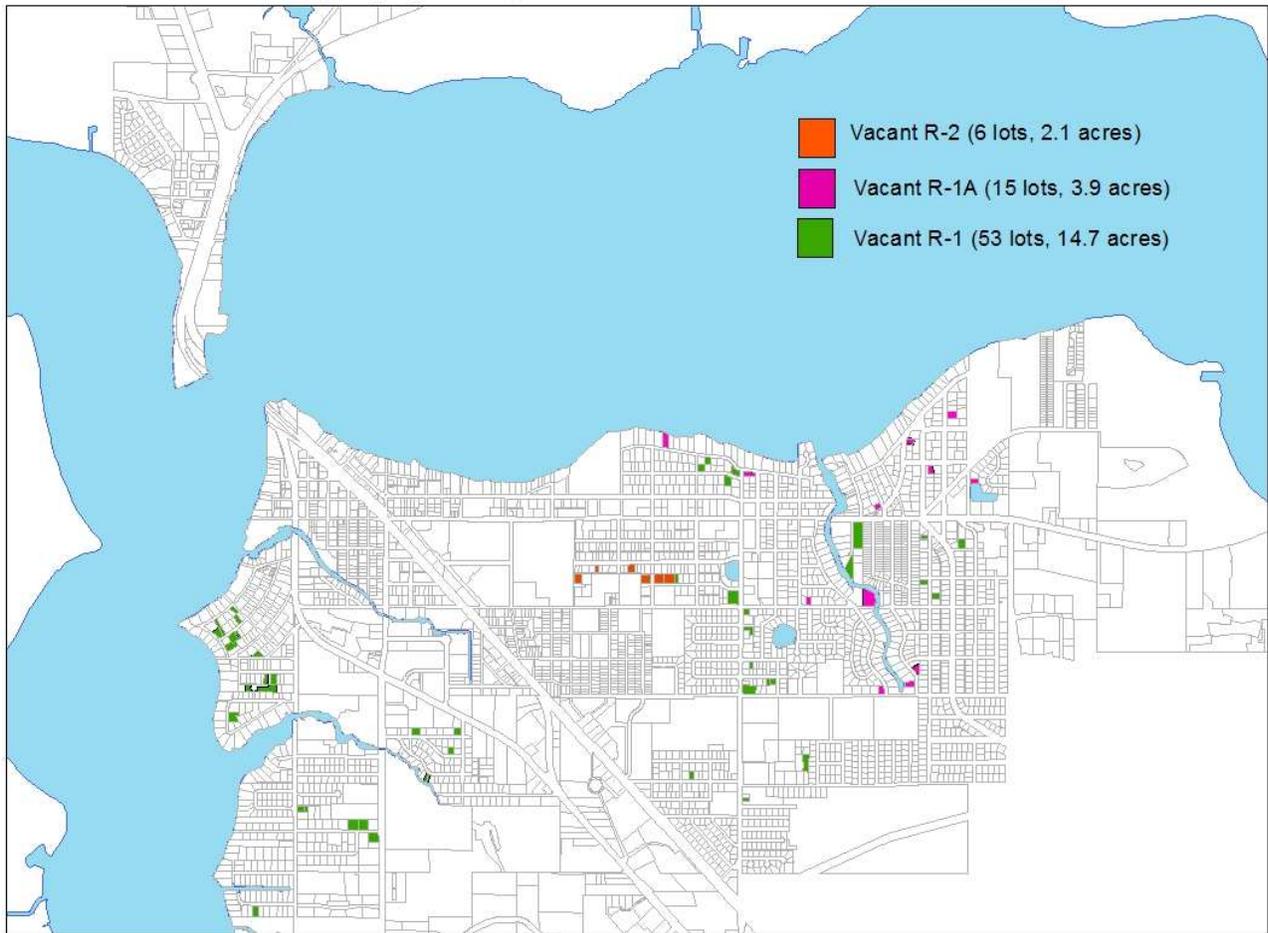
Although the City’s Capital Improvement budget, which analyzes the City’s capacity to serve and maintain adopted Level of Service standards, takes into consideration a natural growth rate for the next five years, it is important to note that due to mainly infill development, the City already anticipates the 2040 permanent population to be 19,591 and the peak population may be 21,409.

3) Analysis and Impact of the Proposed Density Changes

The impact of increasing the density within the Comprehensive Plan within the Low Density Residential, Multi-Family Residential, Office-Residential, and East Stuart, is in the practical sense permitting the City to proceed with long standing procedures, which allow the City to adhere to the minimum lot sizes contained within the City's Land Development Code (which has remained unchanged for over 50 years since its adoption) and allow the City's Board of Adjustment to vary those minimum lot sizes when a complete variance application is requested and the testimony presents a clear hardship to permit a reduced lot size in the context of established, platted neighborhoods. The elimination of a City-wide discrepancy whereby a significant number of properties were allowed smaller lot sizes since the establishment of the City's Land Development Code with the density limitations adopted and imposed on those lots since 2002, is determined not to be a significant change in the number of lots or population. This is due to historic fact that these lots either exist or were always anticipated to be formed, since they meet the long standard minimum lot sizes of the City's Land Development Code.

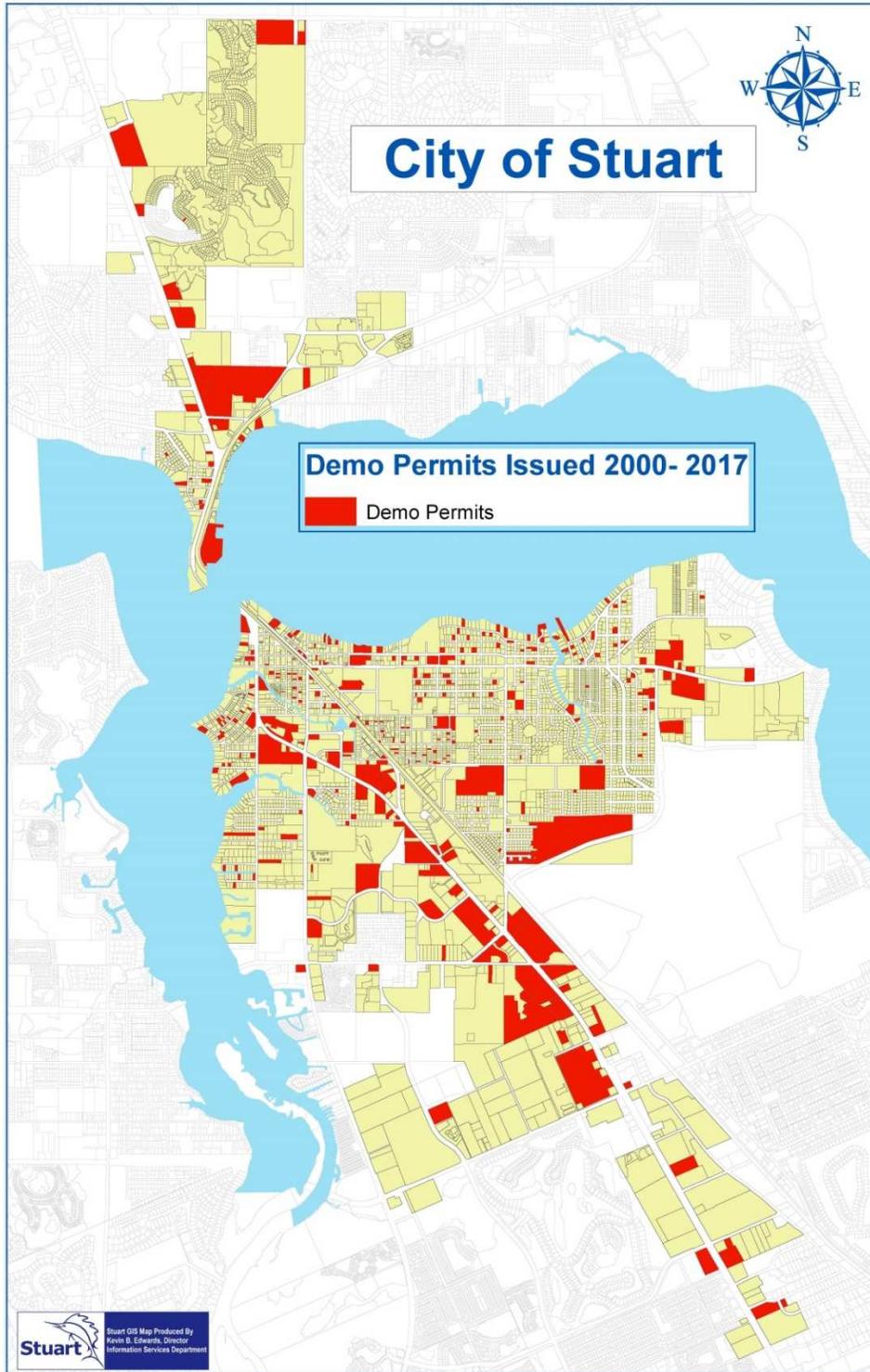
In order to anticipate the formation of new lots granted by variance to be smaller than the minimum lot sizes, the City has determined that existing vacant lots are the only lots that represent a likely and best case scenario of redevelopment and infill. Demonstrated on **Map C** on the following page and further explained in the next section of the analysis, the total numbers of vacant properties that are potentially impacted are only 74 lots. Even if each one of these vacant lots are able to demonstrate a hardship, only 74 additional lots may be created due to the increase in density contained in the proposed language above the minimum lot sizes of the Land Development Code. Based on the unlikely scenario that each vacant lot does subdivide, the increase of 74 lots have been determined to be de Minimis due to the comparative size of the City (2,399 low density lots), and the most likely scenario of development (74 lots, or 3%). Of note, the City has 8,777 housing units as of the 2010 census. The impact of the comprehensive plan text amendment in the context of the entire city is .8% of the city's total number of units.

Map C. Vacant properties within the Low Density Land Use Category.



The City acknowledges that the increase in allowable density is not limited to vacant lots, and therefore, lots with residences may be torn down to allow for smaller lot splits than currently allowed, or due to the situation of the residence, the lot splits may occur without having the residence torn down. In either case, these scenarios represent an unlikely scenario and the worst case scenario of redevelopment, as it is uncharacteristic for the City to see that many lot splits over the City's history. As an example, **Map D** on the following page demonstrates the relatively small number of demolitions the City processes to determine the historic likelihood that the City may see tear downs and subdivisions after the adoption of higher densities within the Comprehensive Plan. Since 2000, the City has processed 134 Residential Demolitions within the Residential Low Density Land Use Category, but it should be noted that 23 of those lots were within the Witham Field landing buffer zone and should not be considered voluntary. Therefore, the City has 111 demolition requests, or an average of about 6.5 per year.

Map D. Demolition Permits Issued 2000-2017



Finally, the city acknowledges that the total area under the Residential Planned Unit Development (PUD) category that could potentially be unrestricted since there is no size requirement to become a RPUD. Under the proposed Comprehensive Plan text amendment, a density bonus program currently referred to in the City's Land Development Regulations is allowed to potentially increase the PUD density from 15 units per acre to 30 units per acre. Only 62.96 acres of this category are currently vacant and may benefit from the proposed density bonus. There is a potential increase of 944 units, due to the comprehensive plan text amendment. However, staff notes that these are not guaranteed units and may only be awarded based on density bonuses.

With a total potential increase of 74 lots, the City may experience an additional 170 residents. (74 new lots x 2.3 household size = 170 total new residents). Please note that this total does not take into account how many of the new residences might be seasonal. Because this change in population takes into account the full redevelopment of the city's residential lots, and the redevelopment of all of the residential vacant lots, the hypothetical built-out population scenario would be 19,761 (19,591+ 170).

4) Vacant land and infill development

The chief factor limiting the potential impact of the proposed density increase is the fact that almost all land under the Residential Low Density category is already developed.

The Comprehensive Plan text amendment only impacts the by-right density of the East Stuart and Low Density Residential land use category, and for density bonuses to Residential Planned Unit Development (RPUD) zoned properties. The vacant areas of the Low Density Residential land use category is demonstrated and tabulated on **Map D**, broken down by zoning district. The chart demonstrates that the total numbers of vacant properties that are potentially impacted are only 74 lots. This represents the highest reasonable impact in the short term, because it does not take into consideration lot splits with a residence currently built on the property.

Also note that the vacant parcels within East Stuart have always been developed in this fashion without a minimum lot size and with density in the Land Development Regulations equal to the proposed Comprehensive Plan Text amendment. Therefore, the City finds that these impacts have been known to our level of service analysis.

Infill Development

The City has several policies that support the potential increase in density within the existing fabric of the city as a planning tool to decrease urban sprawl in locations that support the additional density. By potentially decreasing urban sprawl, the City may ultimately decrease the public expenditure of needed infrastructure, decrease overall traffic on US 1 (which is the only road that is failing concurrency), benefit the environment and have a positive effect on health and quality of life of our residents.

According to the Urban Land Institute (2007), *Growing Cooler: Evidence on Urban Development and Climate Change*, more compact urban development strategies helps reduce vehicle miles traveled. Coupled with the analysis of the City's Economic Element performed by the Department of Economic Opportunity (DEO), the City's commercial activities employ 21,627 people who live outside of the city, while only employing 1,497 who call Stuart home. Taking into consideration that 4,078 residents commute to work outside the city, a net traffic positive flow of 17,549 commuters travel into Stuart at peak rush hours. This imbalance is a root cause for traffic concurrency issues on Highway One. If lots within our Low Density Land Use areas utilize the variance process to subdivide and add some additional units to the City's housing stock, it may be in the City's best interest to allow the variance process to work as it has been working for so long.

A city with a core density has also been linked to increased productivity. The Federal Reserve Bank of New York's 2010 report, *Productivity and the Density of Human Capital*, reviewed 363 metropolitan areas to understand how density affects an area's economic productivity. Although this report reviewed metropolitan areas, the findings may be applied to smaller cities like Stuart. The study shows that sector with the highest productivity gains due where higher density patterns existed were those in the professional services, education, arts and entertainment, information and finance sectors. These are Sectors that the City is currently invested in and desires to continue to invest in.

Infrastructure is also an important factor in why a small City may benefit from some additional housing in the core of its city. As a community expands outward, new infrastructure is required and be maintained. The City has focused its budget on continuing excellent public services and fund new infrastructure projects as they are needed. Choosing to focus on increasing density in areas where infrastructure already exists not only the most cost-effective way to use limited resources, but additionally, easier and quicker to maintain. Focusing on funds within higher densities also creates more of an impact to public benefit. The city is aggressively providing inexpensive avenues to convert septic and wells to water and sewer. Because of this emphasis, the City is well prepared if there is a small increase of 170 new residents.

Furthermore, it may be argued that dense development is poor development and not in keeping with a small community, but that is not necessarily the case. Compact development strategies are outliving the sprawling commuter city strategies, because compact development is far more sustainable. Also, the underlining fabric of a city's sustainable density is demonstrated by the underlying 5,000 square foot lots that were originally platted and planned for these neighborhoods in the 1920s. These original plats took into consideration density clustering to provide more walkable blocks and sharing of infrastructure. A majority of these platted neighborhoods dedicated alley-ways and rights of ways that create spaces that make the complete neighborhood subdivision feel less dense and in fact can be calculated today to be less dense (if the city included alleyways and rights of ways in the density calculation of these subdivisions). Although times have changed since the 1920s, so has the role of citizen

participation in our local government. Higher densities can address a number of sustainable development issues, such as walkable neighborhoods, local housing stock, access to housing, and quality development, in order to realize the benefits of compact neighborhoods. It is important to recognize that higher densities make walkability possible and great design makes it enjoyable. It is through the public variance process promoted by the City and allowed by the proposed Ordinance that these issues may be discussed to benefit the land owner, the neighborhood and the City.

5) Infrastructure level of service analysis

The State requires an assessment of the financial feasibility of providing infrastructure needed to achieve and maintain adopted level of service standards and sustain concurrency. A level of service (LOS) analysis and an assessment of the financial feasibility of the comprehensive plan were conducted in conjunction with each update of the Capital Improvement Element.

Comprehensive Plan Level of Service

A description of availability of and the demand on sanitary sewer, solid waste, drainage, potable water, water supply, traffic circulation, schools, and recreation is required by section 163.3177 F.S.

The adopted LOS standards for infrastructure services are set forth in policies in the Infrastructure, Transportation and Parks and Recreation Elements of the Comprehensive Plan. They are summarized in Policy A3.1 of the Capital Improvements Element.

Summary of Level of Service Standards

<i>Facility</i>	<i>Level of Service Standard</i>
Sanitary Sewer facilities	80 gallons per capita per day for residential
	1,100 gpcpd for non-residential
	115 gpcpd total
Solid Waste facilities	3.5 pounds per capita per day (residential)
	.007 pounds per square foot per day (non-residential)
Drainage Facilities	Retention of half of the runoff from a 25-year, 3 day duration storm event on parcels greater than 1 acre or 10-year 3-day duration storm event on parcels less than 1 acre
Potable Water	250 gallons per day per equivalent residential connection
Recreation Facilities	3 acres of developed community park per 1,000 permanent and seasonal residents
Transportation Facilities	LOS E at peak hour for arterials except, <ul style="list-style-type: none"> A) An interim standard of maintain is established for the following roadways: <ul style="list-style-type: none"> SR 707 from Green River Parkway to south of Wright Blvd SR 714 from Palm City Bridge to SR 76 B) Transportation level of service standards shall not be applied to

	any development occurring within the TCEA C) Transportation level of service standards for arterials within the TCEA Buffer area shall allow an additional 30% increase in peak hour traffic over the adopted level of service standards otherwise set in this policy
Public Education Facilities	See a more detailed section below on Public Education facilities

a) Sanitary Sewer

Sanitary Sewer level of service standard for sanitary sewer is 80 gallons per capita per day. According to the City’s Public Works Department, we are meeting and exceeding the 80 gallons per capita per day threshold. While using 50% of water use outside, and 166 gallons per capita per day for water usage. The Public Works Department confirmed via memorandum that the anticipated increase in population should not be a concern.

b) Solid Waste

The city processes approximately 17,263 tons of commercial garbage, including multi-family residential per day. The City’s Public Works Department currently processes 2.19 pounds per capita per day for garbage and .69 pounds per capita per day for recycling, in line with the 3.5 pounds per capita per day LOS service standard. The Public Works Department confirmed via memorandum that the anticipated increase in population should not be a concern.

c) Drainage

The Public Works Department confirmed via memorandum that the anticipated increase in population should not be a concern toward drainage requirements, as they are held to standards during development that should keep the City within the LOS standard threshold.

d) Potable Water

The City owns and operates its own potable water supply system. All responsibilities for the treatment and distribution of public water supply to the residents and businesses within its service area, which includes a small portion of unincorporated Martin County, are assumed by the City. In addition, there are areas of the City which receive potable water service from Martin County Consolidated Water System.

Raw water for the Stuart water system is provided by 24 production wells drawing from the Surficial Aquifer System (SAS). In addition, Stuart received an average of 500,000 gallons per day from the Northrup Grumman Corporation remediation system.

Stuart currently operates a single water treatment facility, which consists of three 2-MGD treatment units, with a finished peak-day capacity of 4.355 MGD, although the current Consumptive Use Permit (CUP) only permits a maximum withdrawal of 3.67 MGD.

The current average daily output of finished water is approximately 3.25 MGD

Population projections for the Stuart water service areas are below:

YEAR	Service Area Total (Resident Population)
2018	19,960

The City has adopted finished potable water level of service standard of 250 gallons per day equivalent residential connection, as part of the Ten-Year Water Supply Facilities Work Plan.

e) Transportation Concurrency Exception Area (TCEA)

An evaluation of the effectiveness of the City’s TCEA was conducted as part of the EAR, in accordance with State law.

Stuart’s TCAE represents approximately 19% of the total municipal acreage. The purpose of the TCEA, within which development is exempted from transportation concurrency requirements, is to encourage urban redevelopment and infill development within the CRA. In order to avoid creating a ring of under development and blight around the TCEA, the city created a transition zone extending approximately one mile to the west, south and east of the TCEA south of the bridge, within which the LOS standard allows up to a 30% increase in peak hour traffic over the adopted LOS service volumes.

The TCEA appears to be succeeding in fostering infill development and redevelopment within the CRA.

Traffic volume on major collectors and arterials within the TCEA, buffer area and beyond is lower than anticipated and not exceeding LOS “E” with exception of the US-1 Roosevelt bridge link. An evaluation of the traffic patterns indicates that the congestion on US-1 is not generated by development within the TCEA or TCEA buffer area, but rather from development outside the city. As this link is projected by the MPO to continue to operate as LOS “E” until 2040, the TCAE should become increasingly important to the promotion of redevelopment and infill development within the CRA and buffer area. It is concluded that the TCEA and TCEA buffer area LOS standards should be retained, subject to monitoring.

According to the most recent Roadway Level of Service Inventory (Marti MPO 2040 LRTP), the only roadway links that are projected to exceed the LOS “E” within the city are US Highway One, between Palm City Road and Britt Road.

According to the Martin County Metropolitan Planning Organization, “2040 Long Range Transportation Plan”, prepared by Kimley-Horn and Associates, Inc., and based on the Martin County 2013 LOS Inventory Report, the only roadway within the City that is failing the volume to capacity ratio is US Highway One. This report examined roadway deficiencies resulting from growth in travel demands over the 25-year time horizon.

Martin County identified required improvement projects needed to maintain satisfactory mobility conditions, including roadway projects, transit projects, and projects related to non-motorized improvements. Within the “Roadway Needs Plan”, the only roadway identified by the County as requiring funding for the next 20 years was Indian Street, between Kanner and Willoughby, which is a short section of which there are no low density land use areas that this amendment would potentially exacerbate this concern.

f) Public Education Facilities

Any large number of additional residential units would be due to the approval of a planned unit development, which would have the availability to apply for a density bonus up to 30 units per acre. During the time of application, the City currently, and will continue to, coordinate with the Martin County School Board such application for residential units. The City does not anticipate the potential for a small number of infill lots over a period of twenty years will impact the Public Education Facilities negatively; furthermore, the City finds that the maximum likely potential increase could be planned for as a natural and measured population increase are planned and the levels of service maintained.

6) Internal Consistency with Comprehensive Plan

The City of Stuart’s Comprehensive Plan contains a number Elements, which contain Goals, Objectives and Policies which provide the City a City-wide, long term vision. In order to demonstrate consistency of the proposed Comprehensive Plan text amendments within the existing Goals, Objectives and Policies of the current Comprehensive Plan, please see Attachment A, which includes several Goals, Objectives and Policies that support the proposed text amendment.

Please see Exhibit “B” – Comprehensive Plan Objectives and Policies Consistency Analysis

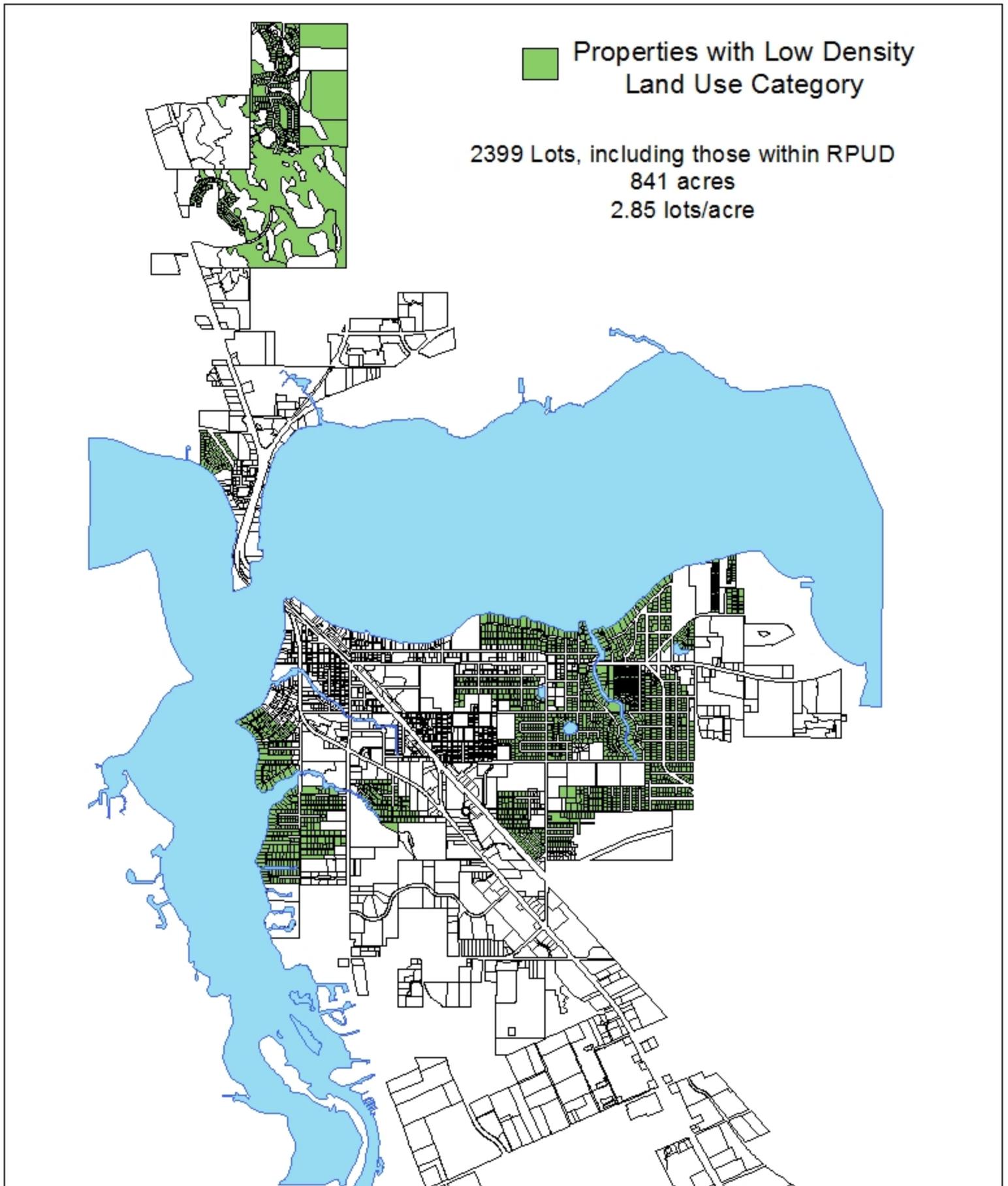
7) Consistency with Florida Statutes

The City of Stuart’s Comprehensive Plan is currently in compliance with all Florida Statutes and the proposed text change does not conflict with any Florida Statute requirements. The City is amending the Comprehensive Plan Future Land Use Element in accordance with **Rule Chapter 9J-5, F.A.C. and Chapter 163, F.S.**

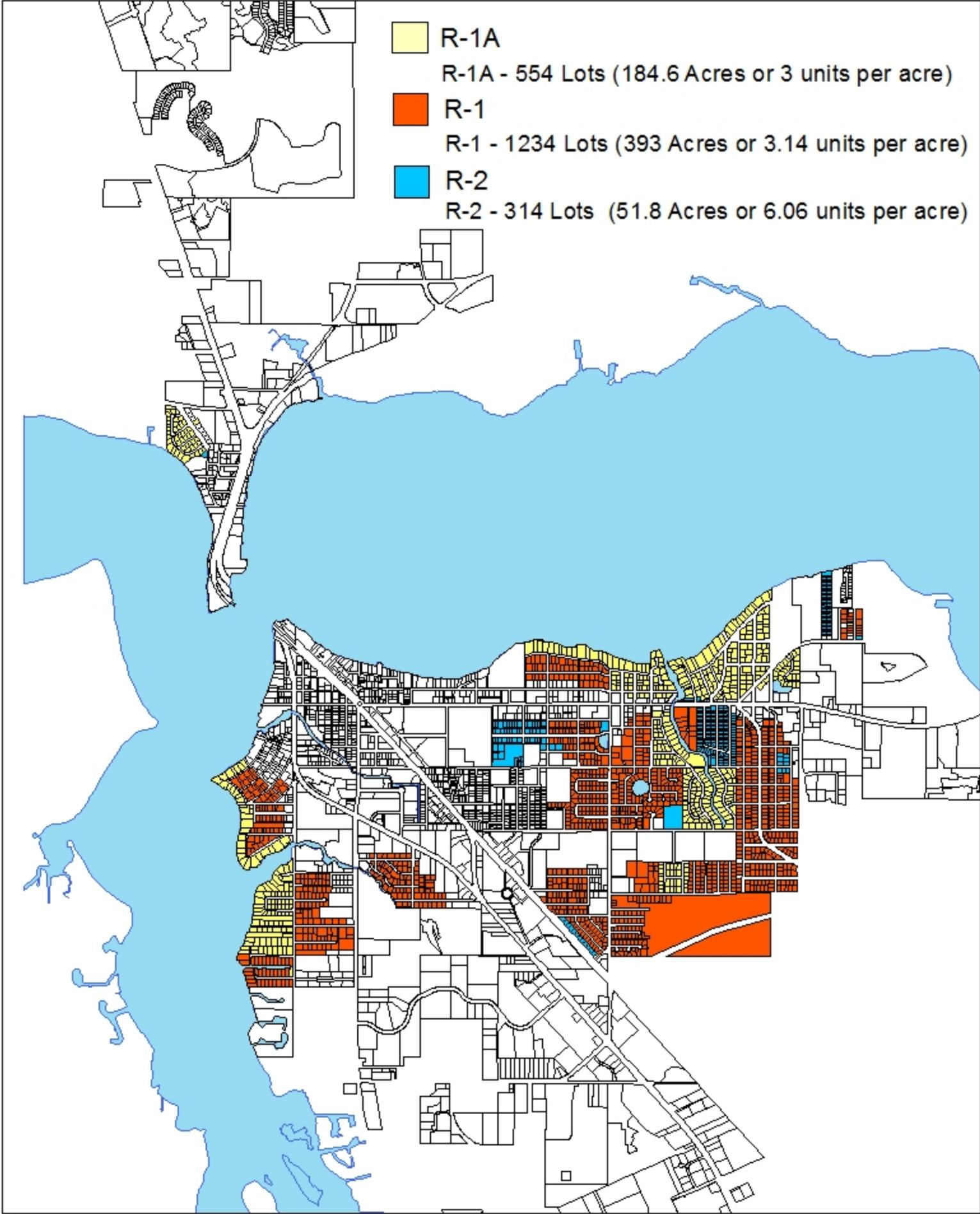
8) Intergovernmental Coordination and Public Participation

The City has brought forth the City- initiated Ordinance to the Local Planning Agency at the _____, 2017 hearing, a Public Workshop with the City Commission on _____, 2017, and a transmittal hearing at City Commission on June 22, 2017. Please see Exhibit “E” to examine the public hearing minutes, the City’s required proof of notification and all additional public comments the City has received.

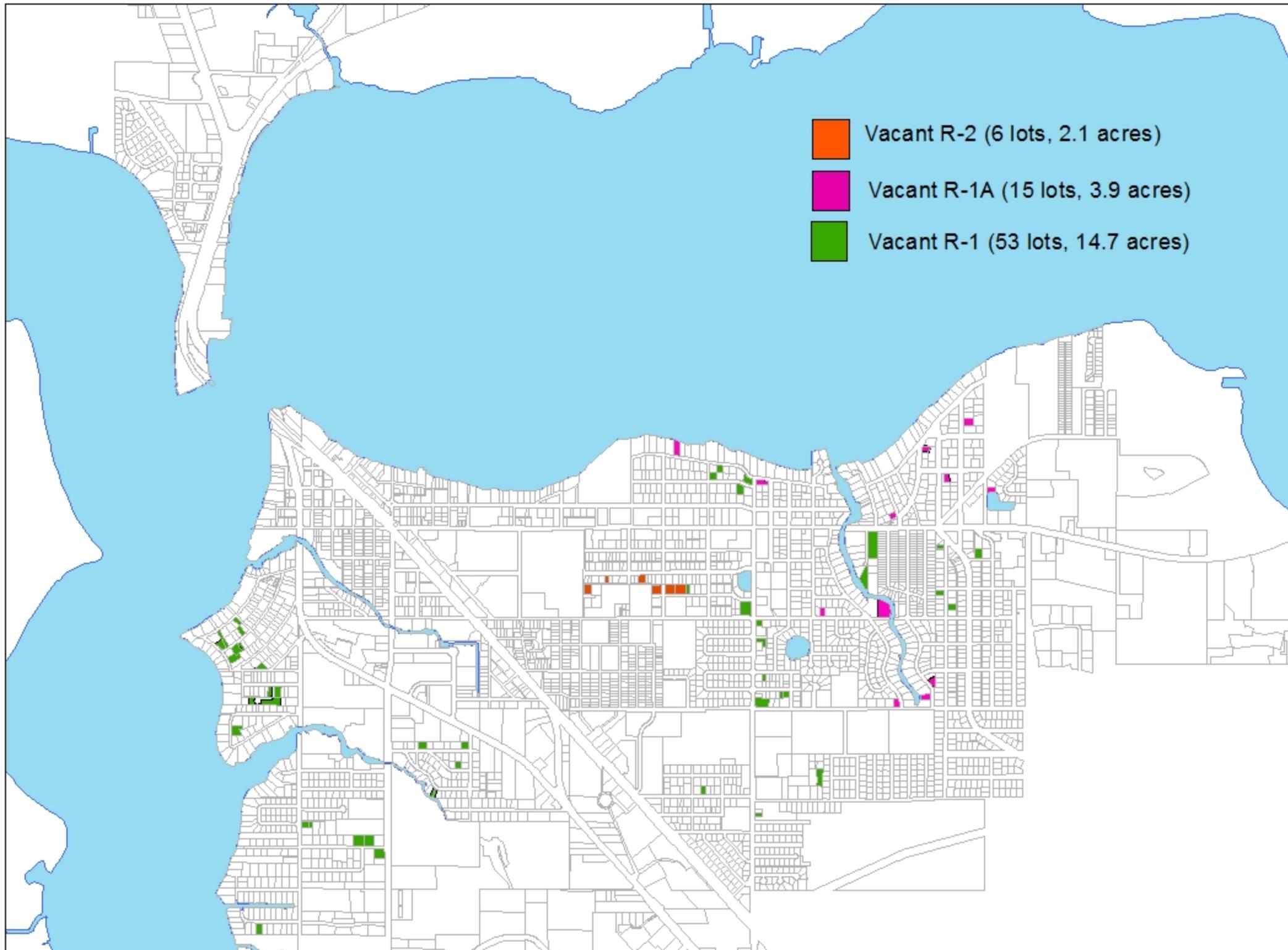
Low Density Residential Property versus all property



R-1A, R-1, and R-2 Zoned Property versus all property



Vacant Residential Property by Zoning

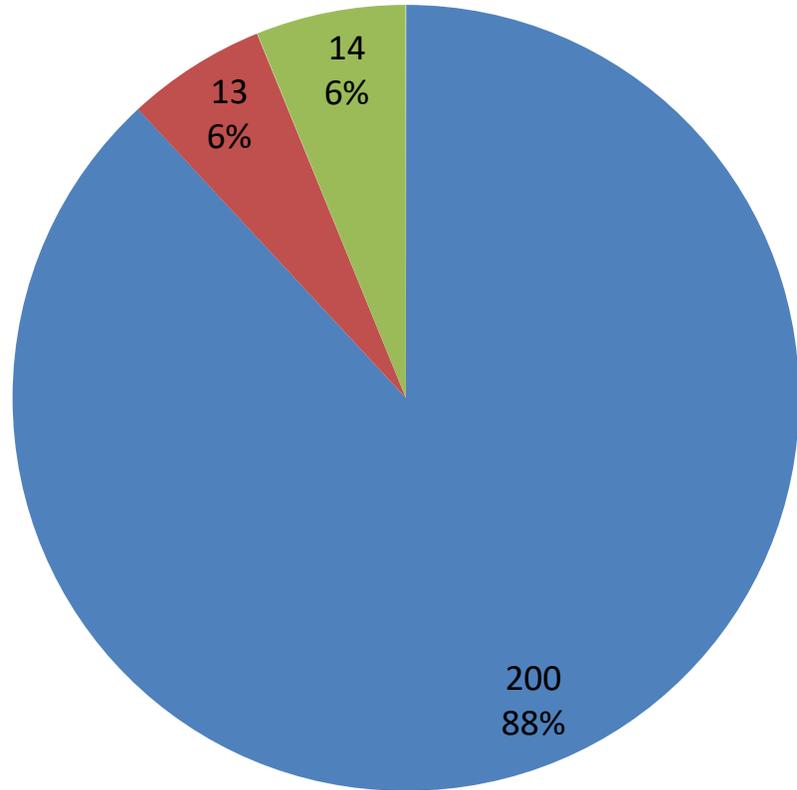


All Board of Adjustment Variance Requests Since 1967

■ Variances for setbacks,
height, fences, parking,
and signage

■ Variances to minimum lot
size prior to
Comprehensive Plan

■ Variance to lot size since
establishment of
Comprehensive Plan
(1.02)



All impacts to single family lots in relation to density change (7 to 9 DUA) only as it pertains to lot splits of certain sized lots (Including tear downs, existing houses that can split without tear downs, and vacant lots)

Single Family Scenarios		R1-A	R-1	R-2	Total
Under 4,839sf	Nonconforming either way	3	10	187	200
4,840sf – 6,223sf	Made a conforming single lot with change	15	51	50	116
6,224sf – 9,680sf	No changes in impact (conforming single lot not eligible to subdivide)	143	517	38	698
9,681sf – 12,446sf	Not permitted to divide now, but eligible due to new density (1 to 2 lots)	122	348	16	486
12,447sf – 14,520sf	No changes in impact (permitted to divide once)	64	128	7	199
14,521sf – 18,669sf	Permitted to divide once now, but eligible to divide twice due to new density (2 to 3 lots)	95	102	9	206
18,670sf – 19,360sf	No changes in impact (permitted to divide twice)	7	3	1	11
19,361sf – 24,200sf	Permitted to divide twice now, but eligible to divide three times due to new density (3 to 4 lots)	56	31	3	90
24,201sf – 25,000sf 25,000 - 31,115sf	Permitted to divide three times now, but eligible to divide four times due to new density (4 to 5)	30	16	0	46
Over 31,116sf		19	22	3	44
Total lots impacted		322	519	31	872
Total lots		554	1228	314	2095

All impacts to lots in relation to density change (7 to 14 DUA) only as it pertains to lot splits for duplexes of certain sized lots (including tear downs, existing houses that can split without tear downs, and vacant lots)

Duplex scenarios		R1-A	R-1	R-2	Total
Below 3,111sf	Individual duplex unit nonconforming (1 unit)	N/A	N/A	0	0
3,112sf – 6,222sf	Individual duplex unit made conforming (1 unit)	N/A	N/A	237	237
6,223sf – 9,680sf	Made a conforming duplex lot due to new density (1 unit to 2)	N/A	N/A	38	38
9,681sf – 12,446sf	Not permitted to divide into a duplex and is eligible to divide into a duplex (1 to 2 units)	N/A	N/A	16	16
12,447sf – 18,669sf	Permitted to divide into a duplex and is eligible to divide into two duplexes due to new density (2 units to 4 units)	N/A	N/A	16	16
18,670sf – 24,892sf	Permitted to divide into a duplex and is eligible to divide into three duplex units due to new density (2 to 6 units)	N/A	N/A	4	4
24,893sf – 31,115sf	Permitted to divide into two duplexes and is eligible to divide into four duplexes due to new density (4 to 8)	N/A	N/A	0	0
Over 31,116sf		N/A	N/A	3	3
Total lots impacted		0	0	77	77
Total lots		0	0	314	314



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

ORDINANCE NUMBER 2342-2017

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.

*** * * * ***

WHEREAS, Section 163.3184, Florida Statutes, provides for the authority and procedure to the local government to amend its Comprehensive Plan as needed to ensure that the plan provides appropriate policy guidance for growth and development; and

WHEREAS, the City Commission of the City of Stuart, Florida adopted its last Evaluation and Appraisal Report (EAR) based Comprehensive Plan amendments in September 27, 2010.

WHEREAS, the densities established in the Comprehensive Plan serve to provide specific density and intensity measures allowed in each land use category.

WHEREAS, the City of Stuart recognizes the importance of discouraging urban sprawl by facilitating urban development and infill development in order to achieve a more compact urban form.

WHEREAS, the Local Planning Agency of City of Stuart reviewed the proposed amendments to the Comprehensive Plan at a public hearing on ____, 2017; and

WHEREAS, on ____, 2017 at a duly advertised public hearing, the City Commission considered the proposed Comprehensive Plan amendments, attached hereto as Attachment "A" and authorized transmittal of the proposed amendments to the Department of Economic Opportunities (DEO) and appropriate agencies and local government; and

WHEREAS, the City Commission has provided for full public participation in the comprehensive plan amendment process and has considered and responded to public comments.

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

SECTION 1: The City Commission hereby finds and determines that the approval of the Future Land Use Element attached hereto as Attachment "A" is consistent with the goals, objectives and policies of the City of Stuart Comprehensive Plan as amended.

SECTION 2: The City Commission does hereby approve transmittal of the Comprehensive Plan amendments for the purpose of a final order determining this adopted amendment to be in compliance.

SECTION 3: All ordinances or parts of ordinances herewith are hereby repealed to the extent of such conflict.

SECTION 4: 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 5: The provisions of this ordinance shall be codified.

SECTION 6: The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

PASSED on First Reading this th day of , 2017.

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

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

YES	NO	ABSENT

ADOPTED on Second Reading this day of , 2017.

ATTEST:

CHERYL WHITE
CITY CLERK

THOMAS CAMPENNI
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL, CITY ATTORNEY

DRAFT

Element I
FUTURE LAND USE ELEMENT
Goals, Objectives, and Policies
City of Stuart, Florida

Policy A7.2. Gross densities, gross intensities and proportional use amounts for each land use category are established in the “Table of Land Use Densities and Intensities” that is adopted as part of this element.

Table of Land Use Densities and Intensities

Land Use Category	In/Out CRA ¹	Residential				Non-Residential			
		General	Not ACLF ⁴	ACL ⁵	>15 du/acre ⁵	%residential	General	>2.0 FAR ³	%non-residential
Low Density Residential	NA	<7 du/ae <8.72 du/ac to 11.62 du/ac ³	<7 du/ae <8.72 du/ac to 11.62 du/ac ³	none	None	95-100	<0.75 FAR		0-5%
Multi-Family Residential	In	<15 du/ac	<15 du/ae <30 du/ac	<30 du/ac	<5 ae	70-100	<3.0 FAR	<20 ac	0-30%
	Out	<10 du/ac to 11.62 du/ac ⁹	15 du/ae <30 du/ac	<30 du/ac	<40 ae	70-100	<0.5 FAR		0-30%
Commercial	In	<15 du/ac	<15	<30 du/ac	<5 ae	0-15	<3.0 FAR	<50 ac	85-100%
	Out	<10 du/ac	<10	<30 du/ac	<25 ae	0-15	<1.5 FAR		85-100%
Office/Residential	In	<15 du/ac	<15 du/ae <30 du/ac	<30 du/ac	<5 ae	0-25	<3.0 FAR	<10 ac	75-100%
	Out	<10 du/ac to 11.62 du/ac ⁹	<10 du/ae <30 du/ac	<30 du/ac	<5 ae	0-25	<1.5 FAR		75-100%
Industrial	In	None				0	<3.0 FAR	<10 ac	100%
	Out	None				0	<1.0 FAR		100%
Public		None				0	<1.0 FAR		100%
Institutional		<10 du/ac	<30 du/ac	<30 du/ac	<5 ae	0	<0.75 FAR		100%
Recreation		None				0	<0.5 FAR		100%
Downtown Redevelopment		<15 du/ac ⁸	<30 du/ac	<30 du/ac	<25 ae	0-70	<4.0 FAR	<50 ac	0-70% ⁶
Neighborhood/ Special District	In	<15 du/ac		<30 du/ac	<5 ae	30-90	<3.0 FAR	<10 ac	10-70%
	Out	<15 du/ac		<30 du/ac	<5 ae	30-90	<2.0 FAR		10-70%
East Stuart	NA	<15 du/ae <17 du/ac	<15 du/ae <17 du/ac	<30 du/ac	<5 ae	70-100	<1.5 FAR		0-30%
Conservation		None				0	<10% ISR		100%
Marina/Industrial		<15 du/ac	<15 du/ac	NA	<5 ae	0-25	<3.0 FAR	<5 ac	0-75%

¹CRA = Community Redevelopment Agency. A delineated area

²RPUD = Residential Planned Unit Development; ~~Major UCE = Major Urban Code Exception~~ Major UCCU = Major Urban Code Conditional Use

³The total number of acres in developments approved and constructed after the policy effective date that exceed 2.0 FAR shall not exceed the specified amount.

⁴ALF = ~~Assisted Adult Congregate~~ Living Facility

⁵~~The Total number of acres in developments approved and constructed after the policy effective date that exceed 15 du/ac shall not exceed the specified amount and shall be approved via a Planned Unit Development or Major Urban Code Exception~~

⁵ This designation is intended for parcels that are suited for single family attached and detached and duplex development ranging in density from 8.72 for single family units to 11.62 for duplex units.

⁶ Recreation uses shall not exceed 25 percent of the land area

⁷ ISR = Impervious surface ratio. Not to exceed 10,000 square feet for any contiguous parcel.

⁸ -Shall be interpreted on an Urban Subdistrict basis within the CRA (including Urban Neighborhood, Urban General, Urban Center, Urban Waterfront, and Urban Highway)

⁹ This designation is intended for parcels that are suited for single family attached and detached, duplex and multi-family development ranging in density from 10 for single family units to 11.62 for multi-family and duplex units.

Note: Throughout the City, properties located in the Coastal High Hazard Area (CHHA), as identified on the future land use map in the Coastal Element of the Comprehensive Plan, are limited to 15 dwelling units per acre unless the applicant can demonstrate to comply with Florida Statute 163.3178 (9)(a)1,2 and 3. ALFs shall continue to be prohibited within the Coastal High Hazard Area.



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Telephone (772) 288-1292
Fax (772) 288-5381

Public Works Department
David D. Peters
Assistant Public Works Director

dpeters@ci.stuart.fl.us

June 6, 2017

Mr. Terry O'Neil
Development Director
City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994

Re: Water and Sewer System Capacity

Dear Mr. O'Neill:

Please accept this letter as confirmation that City of Stuart Utilities has sufficient water and sewer capacity to support residential density increases as identified in City of Stuart Ordinance Number 2254-2017.

If you have any questions or require any additional information please do not hesitate to contact me at (772) 288-1292, ext. 1.

Sincerely,

David D. Peters
Assistant Public Works Director

cc: Sam Amerson, Public Works Director
file

MINUTES

**LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD MEETING
FEBRUARY 16, 2017 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 the questions Li Roberts submitted in her absence. The first one was asking for a signage location and example.

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

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

Ryan Strom asked for the outdoor lighting location and example.

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

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

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

Ryan Strom asked the definition of extended stay.

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

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

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

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



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

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

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

PUBLIC COMMENT: None

BOARD COMMENT:

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

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

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

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

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

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

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

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

PUBLIC COMMENT:

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

BOARD COMMENT:

Larry Massing reaffirmed that this shores up the numbers.

Terry O'Neil agreed.

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

Karen Sayer spoke at the February 27, 2017 City Commission Meeting Public Comment and asked that Susan O'Rourke's comments be accounted for in LPA minutes in greater detail:

Susan O'Rourke said "I understand the need to correct things, but I also I'll use one of I think Mark wrote something about skinning the cat. I have a couple concerns. I know that the attorney had made a comment about the data and analysis and you know we've had this issue in the city and the county with the density and where the population goes and all that kind of thing and it's a somewhat contentious issue and so I think the data and analysis should come before the decision. And I also I do feel strongly that as you all know I primarily do a lot of work with land development and I do also work with Mainstreet and feel it's very important to even quirky neighborhoods lend character to the community and if you look at these different cities where we go in and make changes and somebody comes out with their urban design annual you start to get cities that you know we used to have anywhere USA along US1 because everybody did the same pattern and you couldn't tell when you went from one city to another and the same thing can happen with neighborhood and communities where you don't have a vision like in West Palm Beach. There's a decision, this is where the core is and then you have people coming in and preserving some of the different density types in the neighborhoods and whether they do it like as a historic neighborhood or they do it as a voluntary thing but I do have concerns that where we're cleaning things up I mean we've gone to wherever the high side was versus maybe looking at it and saying "maybe we need to stick with this number here and adjust no maybe we need to adjust the land use and the LDR. So I live in the city on a big lot and have a cottage lot that can combine into two you know I'd like to split mine. But I think I wouldn't want my neighbor to be able to do that and I know there are restrictions and people have to come in and go through a process but I do have concern about you know I don't have a problem with the true up of East Stuart going from 15 to 17 but you know just looking from you know the different."

John Leighton said "why wouldn't you have that concern, but you have concerns outside of that."

Susan O'Rourke said "because this was a 15 to 17 where the 17 was referenced in the document was what my understanding was."

John Leighton said "right so they have 25 foot lots over there in some cases that are legal, conforming lots so if you had that in a R1A district and the person owned it prior to zoning and they have the right to build on it, you would have an issue with that, when the density would actually be higher than what was proposed?"

Susan O'Rourke said "I'm having a problem with making a wholesale change to correct particular instances and my issue isn't necessarily with the result, my issue is with making it. I know staff is comfortable mathematically with it but I don't know what the impact of it is except we're you know on a table so I don't know you know the number of lots and it does concern me because I feel like we're we have areas that are going to look the same as everywhere else if the city makes this change without having some other thought of the development patterns and what it means. And we're saying we're going to do data analysis when we get to before it goes up to the state but it seems like that should be part of what we're reviewing and I don't know that neighborhoods understand and maybe there needs to be some visioning of the neighborhoods and what you know and how that you know moves out from the density and where the density is going to occur and are there any. Are we going to put any kind of more character binding you know it's not just because I mean you can look around and see and I know that you look down and I don't want to name cities but there are cities that you go to that used to be quaint and they just made a wholesale change and people came in and they got development but then they lost their character and there's other places that did density but they had a vision and they've retained they've been able to do density but it has a whole different feel and a whole different result to the community so I think those two things need to go hand in hand and I don't see this fix but I don't see the vision and I think the vision is something we struggle with a lot and I just think that should be first."

Terry O'Neil said that 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

November 15th, 2016

Stephen Mayer
Senior Planner
City of Stuart, FL

Re: Density

Dear Stephen:

Months have passed since the density discussion was brought to the forefront. We have talked periodically about your research findings and I realize you are still pulling information together. It is my hope this will insure a thoughtful discussion with staff, the city commission, advisory boards, interested professionals, and citizens.

Here are some additional questions which would routinely be judiciously addressed by any city prior to a change in density. Please address them for me. In addition, these questions will be posed to the citizens by me as I work towards creating neighborhood coalitions ahead of the planned workshop. Please advise me well in advance of the workshop date.

- How many properties have been affected over the years since the city deviated from the density allowances approved by the citizens. Will those property owners be notified?
- What is the actual “real” density in each zone including the urban zone?
- Where is the city in real density numbers in comparison to the city’s growth plan projections? In other words, what are the exact residential numbers compared to the comprehensive growth management plan projections.
- How does the current infrastructure hold up to the current actual density demands?
- If density is to be increased, what are the plans for increased infrastructure needs in accordance with projections.
- What are your marketing and feasibility studies showing you about increasing residential density versus commercial density and which adds more to the tax rolls?
- Have you polled citizens who live in and outside the city who use city infrastructure and partake in activities within the city? Are they mostly city

or county residents? How are you tracking who is utilizing city assets and frequenting businesses?

- What is the comprehensive revenue collection comparison for residential versus commercial income benefit for the city?
- Have you done an assessment of your older neighborhoods? What do the citizens who live there desire relative to density and expectations for infill architecture compatibility and maintaining natural beauty?
- Presently disproportional density and infill architecture located within older neighborhoods are easily recognizable. What is the plan to maintain sense of place, neighborhood charm and quality of living if density is to be increased?
- What are the provisions in place which promote the city's mission of supporting the vision of "small town character"?
- Have your marketing and feasibility studies included interested parties such as: Community Redevelopment Agency, Treasure Coast Regional Planning Council, The River Coalition, preservation boards, local land planners and architects, citizens, city activists, etc.
- What has your study shown when you compare our density with other towns of our size? Do we have higher or lower density in comparison?
- If density is to be increased, what cities will we be emulating? Will it be Miami, Ft. Lauderdale, or areas of Palm Beach?
- Will the citizens have a say in this decision?

I personally feel the citizenry may likely choose quality over quantity because they have a history of it as exemplified by restriction in how many stories can be erected.

If there is a leaning towards increasing density, I will be strongly encouraging the citizens of Stuart to request a referendum vote.

Please make certain this letter is submitted officially for the record.

Sincerely,

Karen Sayer

cc: Paul Nicoletti, Terry Oniel, city commissioners

Gil Smart: How dense is too dense for Stuart?

Gil Smart, gil.smart@tupalm.com

Published 5:40 p.m. ET Feb. 24, 2017 | Updated 6:25 p.m. ET Feb. 24, 2017



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(Photo: JAVIER MASCARDI/STARSUPRE COAST NEWS/PAPER2)

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Last spring Karen Sayer's neighbor knocked on her door, saying the vacant lot he owned near her home on Southeast Sixth Street was going to be developed. He wanted to split the less-than-half-acre lot into three separate parcels and build three homes.

Sayer was aghast. Like many older Stuart neighborhoods, Sayer's is populated with smaller, unpretentious homes on big lots. There's an "Old Florida" feel to it — one, she worries, that might be lost by cramming more homes onto smaller spaces.

She soon discovered the city's Board of Adjustment routinely signs off on such requests. She also discovered something else: There were discrepancies in the way the city calculated "densities," the number of homes that can be built per acre in residential neighborhoods. The city's comprehensive plan said one thing, its local development codes another. Coupled with exemptions granted by the Board of Adjustment, it meant the city was permitting higher-density development than it should have been.

Now city officials are trying to square the circle by revising the comprehensive plan and local codes to match local practice. Officially, more density — up to nine single-family homes per acre in low-density residential neighborhoods — will be permitted.

City officials say it merely will legitimize what already has been happening and the exemptions already granted by the Board of Adjustment. It's no big deal.

But this is Martin County, and we're talking development.

It's always a big deal.

How dense is too dense for the city of Stuart? It's a complicated question in a community where many residents want to keep things the way they are, and elected and appointed officials say Stuart has to change or it's in trouble.

"We desperately need housing in the city," city Commissioner Tom Campenni said.

Younger people and older folks who want to downsize have few housing options, he said. Businesses, particularly those along the revitalized Colorado Avenue corridor, don't have enough local traffic to sustain them.

An ongoing study funded by the state Department of Economic Opportunity determined 21,000 people drive into Stuart to work each day, while a mere 4,078 Stuart residents drive to work somewhere else. That's a big economic drain, city officials say: all those commuters use city services but don't pay city property taxes.

The DEO study, which will help the city craft an economic development plan, has identified four priorities that need to be addressed. No. 1 is housing.

"Fifty years ago, the city of Stuart had 40 percent of Martin County's population," Campenni wrote on his blog, "Martin County Moment," in November. "We are now less than 10 percent. For political relevancy, economic stability and cultural diversity, we need to have more residents."

But how many, where and how densely should they be packed? It's not as if the city has huge fallow citrus fields that can be tamed into new developments. So we're talking infill development and redevelopment. There were complaints earlier this month when city commissioners approved a plan for 20 condos and retail space on Southeast Seminole Street. Neighbors complained it might increase traffic and wouldn't fit in with the character of the existing neighborhood.

More such arguments could lie ahead as Stuart figures out how to accommodate new residents without alienating the old, how it can thrive without losing its charm.

The changes city officials are on the cusp of making to its comprehensive plan and development codes aren't part of this broader discussion about Stuart's future, really. City attorney Michael Mortell likens them to "fixing a typo."

"Is putting a single-family home on a 50-foot-wide lot instead of a 75-foot-wide lot really going to destroy your quality of life?" he asked.

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FLORIDA ATLANTIC UNIVERSITY



Letter: Speak out against higher-density housing in Stuart

Treasure Coast 4:02 a.m. ET April 24, 2017



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NEWSPAPERS



You may not have time in your busy life to dwell on city issues and the things that make our city special, but perhaps you have spare time for a sit-down discussion in a workshop with elected officials about density, May 3, 5:30 p.m. at Stuart City Hall.

Stuart is pretty much the epitome of small-town Americana. So, why are city leaders considering deviating from the intent of our comprehensive plan, which calls for seven residential units (houses) per acre in our low-density, quaint older neighborhoods? City officials are considering nine units per acre.

Neighbors be advised: The ratio for low-density single-family residential neighborhoods in Cocoa is four units per acre; in Satellite Beach it's also four; in West Melbourne, five; in Vero Beach and Jensen Beach, six.

Even Jacksonville, Fort Lauderdale and Miami keep the ratio at less than seven per acre.

The average low-density neighborhood in Florida cities our size is 5.25 compared to Stuart's seven.

Keep in mind, we haven't even reached 50 percent of our projected growth potential. Can you see the writing on the wall?

Our low-density and charming older neighborhoods would forever be altered with a higher-density change.

In the next decade, with a change from seven to nine, it is highly probable the way you live would become more congested.

The charming neighborhoods we love so much would be diminished by small lots, by the tearing down of cottage homes, by overcrowding, and a landscape dominated by larger Miami-esque homes. The proposed change would virtually eliminate low-density in the city.

Don't let the specialness of Stuart be altered without sharing your opinion. The May 3 workshop may be your only opportunity to make a difference. A vote is imminent.

Let's have a large turn-out to advocate an outcome that promotes a harmonious life for all of us who live in the city.

Karen Sayer, Stuart

An advertisement for the Humane Society of the Treasure Coast. It features a photo of a dog and a person on a beach. The text includes the organization's name, address (4100 SW Leighton Farm Ave, Palm City, Florida 34990), phone number (772) 223-8822, and a call to action: "Click Here to Learn More".

HUMANE SOCIETY
of the Treasure Coast, Inc.

4100 SW Leighton Farm Ave
Palm City, Florida 34990
(772) 223-8822

Click Here
to Learn More

An advertisement for "Exit Laughing" by Paul Elliott. It features a collage background with a green box containing the title and author. The date "May 4 - 21, 2017" is shown, along with logos for "SLCT" and "PINEAPPLE POLYHOUSE". A call to action "Click for Tickets" and the address "700 W. Weatherbee Rd., Fort Pierce" are also present.

Exit
Laughing
by Paul Elliott

May 4 - 21, 2017

SLCT
PINEAPPLE
POLYHOUSE

Click for Tickets

700 W. Weatherbee Rd., Fort Pierce

Letter: Don't let Stuart developers tunnel under Comprehensive Plan

Treasure Coast 4:02 a.m. ET April 7, 2017



(Photo: TREASURE COAST NEWSPAPERS)

f 10 CONNECT TWEET LINKEDIN COMMENT 1 EMAIL MORE

When I first moved here from the jungle to the south of us 40 years ago, one could tell when the tourist season started by the congestion on our roads. Now we are congested year round.

I now read that Stuart wants to increase the density in its Comprehensive Plan. I spoke to the mayor

about it. He seems to think we need more people and money.

I learned decades ago that growth does not pay for itself. Growth means more police, fireman, teachers, schools, jails, road improvements, etc.

Several years ago when Stuart annexed county land to the north of Roosevelt Bridge, some of us environmentalists were skeptical. Stuart said, "What's the problem? We'll abide by the same density requirements of the county's Comp Plan."

Unfortunately, the city caves in to developers sporadically.

Now it appears the city commissioners are tired of fighting with some of the developers that have to abide by the Comp Plan. The cowards are going to jack up the density on all the undeveloped property

Attention citizens of Martin County: If you care about our county please attend the workshop on the amendment to the Comp Plan at City Hall April 19.

Tom Tomlinson, Palm City

CINCO DE MAYO
TASTING EVENT
Saturday, April 29
11 a.m. - 3 p.m.
GET DETAILS **Publix.**

Exit Laughing
by Paul Elliott
May 4 - 21, 2017
SLCT
PINEAPPLE PLAYHOUSE
Click for Tickets
700 W. Weatherbee Rd., Fort Pierce

MEMORANDUM

TO: City of Stuart, Florida

FROM: Robert C. Apgar, Esquire
Robert Pennock, Ph.D., AICP

RE: Review of Proposed Comprehensive Plan Amendment

DATE: December 20, 2016

This is written in response to a request from the City of Stuart that Apgar and Pennock review the attached draft amendment to comprehensive plan Policy A.7.2 (“the amendment”) and respond to the following questions:

1. Does the proposed amendment raise any legal or planning issues that might support an administrative or judicial challenge to the amendment? Is there anything missing that would be important to the validity of the amendment?
2. What are the legal procedures and notice requirements that the City must satisfy for adoption of the plan amendment.

Response to Question 1: legal and planning issues.

The proposed amendment would increase the maximum density allowable in certain land use categories; delete limitations on the total number of acres in development that exceed 15 dwelling units per acre; and add or amend footnotes for clarification. The amendment does not raise any legal issues, nor is any additional amendment necessary to establish its validity, unless the supporting data and analysis showed that an amendment to the 5-Year Capital Improvements Schedule was needed. The amendment is clearly within the City’s authority and responsibility under the Community Planning Act, Chapter 163, Part II, Florida Statutes. Moreover, the amendment would not decrease the possible density or intensity of development, thereby avoiding any issues under the Bert Harris Act, Chapter 70, Florida Statutes.

There are, however, some minor issues that should be addressed. Footnote 5 describes “flexible densities having a base of nine (9) units per acre for single family dwelling units and a maximum of fourteen (14) units per acre for duplexes . . .” The term “base” is not commonly used in regulatory documents and could be confusing. From the context, “base” appears to indicate a maximum number of single family units. If so, “maximum” would be a better term to use.

Further, we recommend that

- The maximum of 14 units per acre for duplexes be stated in the Table of Land Use Densities and Intensities. In general, all minimum and maximum limits should appear in the land use table, not in footnotes.
- The conditional language regarding compatibility would be better placed in a future land use element policy and this footnote could reference that policy.
- Footnote 2 changes the term UCE to UCCU. This acronym should also be changed in the Table of Land Use Densities and Intensities.

Finally, the “Note” that follows the numbered footnotes states that properties in the Coastal High Hazard Area are limited to a maximum of 15 units per acre except in certain cases, and ALF’s are prohibited. The City should insure that this restriction is stated in a policy or objective in the FLU element or the Coastal Element of the Plan. The Note should reference the applicable policy or objective.

The amendment must be supported by data and analysis providing the planning rationale for the amendment and showing the effect of these density increases.

The data and analysis could include the following:

- A recent review of the land development regulations, particularly Chapter 2, showed that in some instances the land development regulations, if read independently from the comprehensive plan, could cause some confusion regarding what densities are allowed in particular circumstances. This proposed plan amendment, along with subsequent revisions to the land development regulations, is intended to provide clarity and certainty with regard to the maximum residential densities that may be allowed.
- Also, these plan amendments support several important planning goals including the discouragement of urban sprawl, increased opportunities for affordable housing, and economic development within the City. (this should be expanded by City)
- Supporting data and analysis is required by section 163.3177 F.S. The DEO website <http://www.floridajobs.org/community-planning-and-development/programs/community-planning-table-of-contents/how-to-prepare-and-submit-a-proposed-expedited-state-review-comprehensive-plan-amendment> outlines these requirements which include: A description of availability of and the demand on sanitary sewer, solid waste, drainage, potable water and water supply, traffic circulation, schools (if local government has adopted school concurrency), and recreation, as appropriate.
 - This may require changes to the Capital Improvements Schedule – but this appears unlikely.

- Note that an impact analysis should take into account the population projections.
- An analysis of extra-jurisdictional impacts, if any.

Response to Question 2: Procedures for adoption.

This Memorandum provides an overview of the adoption process. It does not, however, repeat all of the detailed requirements of the statute, Fla. Stat. 163.3184. The City Staff must review the statute to insure that all requirements are met.

First, the proposed plan amendment must be reviewed by the local planning agency (“LPA”) pursuant to Fla. Stat. 163.3174. The LPA must hold at least one public hearing on the plan amendment. The LPA must make a recommendation to the local government, including whether the proposed amendment is consistent with the local comprehensive plan.

The procedures for the City Commission to adopt the proposed amendment are set out in Fla. Stat. 163.3184(3), known as the Expedited State Review Process, and 163.3184(11), which describes the public hearings and method of adoption. Additional requirements are set out in Fla. Stat. 163.3184(11) which governs adoption of ordinances by municipalities. The following is an overview of these procedures and requirements:

The local governing body must hold at least two advertised public hearings on the proposed comprehensive plan or plan amendment. The advertising and scheduling requirements are governed by Fla. Stat. 163.3184(3) and (11), and by Fla. Stat. 166.041(3). Pursuant to Fla. Stat. 163.3184(11), “For the purposes of transmitting or adopting a comprehensive plan or plan amendment, the notice requirements in chapters 125 and 166 are superseded by this subsection, except as provided in this part.”

Pursuant to this direction, the adoption procedure is as follows:

1. The first public hearing is held to decide whether to transmit the plan amendment to the reviewing agencies. An ordinance is not necessary for transmittal. A resolution is the appropriate local government action. The transmittal must be approved by no less than a majority of the members of the governing body present at the hearing.
2. The hearing must be held on a weekday at least 7 days after the day that the first advertisement is published pursuant to the requirements of chapter 166.
3. If the local government votes to transmit the proposed amendment, the local government must send the amendment with supporting data and analyses to the reviewing agencies within 10 days.
4. The agencies must send their comments to the local government within 30 days after receiving the amendment. The statute sets out in detail the limits on the scope of agency review.
5. After receipt of agency comments, the local government must hold a second public hearing for adoption. The statute allows 180 days for the adoption

hearing. If the hearing is not held within 180 days, the amendment is deemed withdrawn.

The plan amendment must be adopted by ordinance, approved by no less than a majority of the members of the governing body present at the hearing. The ordinance adoption process is also governed by Fla. Stat. 166.041(3)(a) as follows:

Except as provided in paragraph (c), a proposed ordinance may be read by title, or in full, on at least 2 separate days and shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality. The notice of proposed enactment shall state the date, time, and place of the meeting; the title or titles of proposed ordinances; and the place or places within the municipality where such proposed ordinances may be inspected by the public. The notice shall also advise that interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

As noted above, Fla. Stat. 163.3184(11) states that the notice requirements of subsection (11) supersede the requirements of Chapter 166. Subsection (11) states: "The hearing must be held on a weekday at least **7 days** after the day that the first advertisement is published pursuant to the requirements of chapter 166." (emphasis added)

We emphasize that the notice and hearing requirements for a zoning change are much more detailed and rigorous than the requirements for amending a comprehensive plan. The statute allows comprehensive plan amendments and zoning amendments to be processed concurrently. In fact, concurrent processing is required if an applicant requests such, Fla. Stat. 163.3184(12). A complete analysis of the notice and hearing requirements for concurrent zoning and plan amendments is beyond the scope of this memorandum.

For purposes of the comprehensive plan amendment, we note that the statute requires notice by mail only when the proposed ordinance changes the zoning map designation of property, or the list of uses allowed within a zoning category. See Fla. Stat. 166.041(3)(c). The City of Stuart's proposed plan amendment does neither, and therefore notice by mail is not required for the plan amendment.

If the amendment is adopted, the local government must forward a complete copy of the amendment and supporting data and analysis to the State Land Planning Agency and the reviewing agencies and local governments within 10 days. The State has 5 working days to notify the local government of any deficiencies in the

transmittal. Once the State notifies the local government that the amendment transmittal is complete, the amendment takes effect as follows:

An amendment adopted under this paragraph does not become effective until 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, an amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. Fla. Stat. 163.3184(3)(c)4.

The statute also includes detailed provisions governing a possible administrative challenge to a comprehensive plan amendment by the state land planning agency or an "affected person" alleging that the amendment is not "in compliance" with state statutes and related requirements. Fla. Stat. 163.3184(1)(5)-(9). Such a challenge must be filed within thirty (30) days after the amendment is adopted. A review the administrative process is beyond the scope of this memorandum.

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

Meeting Date: 6/12/2017

Prepared by: S. Mayer

Title of Item:

ORDINANCE No. 2354-2017; 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 WITHIN THE MINIMUM LOT SIZE REQUIREMENTS BY INCREASING THE MAXIMUM DENSITIES FOR THE R-1A AND R-1 DISTRICTS TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; 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. (RC)

Summary Explanation/Background Information on Agenda Request:

Since the City's first comprehensive zoning code was established in 1967, the minimum lot sizes for one and two family homes have remained unchanged. For R-1A, the minimum lot size is 10,000 square feet and for R-1 the minimum lot size is 7,500 square feet.

Sometime after the adoption of density limitations in the Comprehensive Plan, in 2002, the LDC itself was inexplicably or perhaps inadvertently altered to include even more restrictive density limitation of four (4) units per acre in the R-1A zoning district, and five (5) units per acre in the R-1 zoning district. From real world, practical application, the City has been made aware of a discrepancy that is preventing a land owner from subdividing a lot into two lots that meet the minimum lot size. This instance was said into record by owner, Jeremy Lemaster, at the City's workshop hearing regarding density.

Mr. LeMaster impressed upon the City that each month of delay has real cost implications. The City desires through this remedial ordinance to correct the discrepancy in the Land Development Code, by increasing the densities within Table 3 of the Land Development Code to 7 units per acre. This correction is both equivalent and consistent with the maximum limitation of the adopted Comprehensive Plan and is in compliance with the City's long standing minimum lot sizes.

Please be aware that the City is also proposing a broader correction to the Comprehensive Plan and will bring forward a companion Land Development Code text amendment that if adopted will supersede this proposed remedial ordinance. The goal of this ordinance is to allow the subdivision of a lot that currently meets the Land Development Code to occur at least one month sooner than the companion Ordinance that being heard along with the Comprehensive Plan text amendment. Furthermore, staff is currently working along with the Treasure Coast Regional Planning Council in the preparation of a complete and satisfactory data and analysis for the Comprehensive Plan, which will be scheduled for June 12.

On May 22, the Stuart City Commission voted unanimously to approve Ordinance 2354-2017 on First Reading.

Funding Source:

N/A

Recommended Action:

Approve Ordinance 2354-2017 on second reading.

ATTACHMENTS:

Description	Upload Date	Type
📎 2354-2017	5/18/2017	Ordinance add to Y drive

Return to:

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

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

ORDINANCE NO: 2354-2017

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 WITHIN THE MINIMUM LOT SIZE REQUIREMENTS BY INCREASING THE MAXIMUM DENSITIES FOR THE R-1A AND R-1 DISTRICTS TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; 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.

WHEREAS, the effective regulation of zoning density, as a means of regulating the volume, location, and intensity of residential dwelling units is vital to the public's health safety and welfare; and

WHEREAS, Policy A7.2 of the City's Comprehensive Plan establishes a "Table of Land Use Densities and Intensities which provides that the maximum dwelling units per acre of 7 dwelling units per acre within the Low Density Residential Future Land Use Designation; and

WHEREAS, on February 16, 2017, the Local Planning Agency met for the purpose of

transmitting its recommended amendment to the Land Development Code; and

WHEREAS, the Stuart City Commission held duly noticed public workshop on May 3, 2017, and public hearings on May 22 and June 12, 2017, to consider this ordinance and provide for full public participation in the Land Development Code amendment process.

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

SECTION 1: The City of Stuart Land Development Code Chapter 2, Section 2.03.05, Table 3, "Maximum Dwelling Units per Acre" is hereby amended as follows:

TABLE 3

MAXIMUM DWELLING UNITS PER ACRE

Comprehensive Plan Land Use Classification	Zoning Districts																			
	R1-A	R-1	R-2	R-3	RPUD ¹	B-1	B-2	B-3	B-4	CPUD	P	I	IPUD	H	PSPUD	MXPU D	Urban Code District	East Stuart		
																		GRO	BMU	SFD
Low Density Residential	4 Z	5 Z	7		4 ² /7 ³ /15 ⁴															
Multi-family Residential				10	4 ² /7 ³ /15 ⁴	10	L	L								15 ²				
Office/Residential				10	15	10	10	10		5 ⁷ /7 ⁸ /10 ⁴						15 ²				
Commercial				10		10	L	L		5 ⁷ /7 ⁸ /10 ⁴						15 ²				
Downtown Redevelopment				15/30	15/30 ³	15/30	15/30			5 ⁷ /7 ⁸ /10 ⁴						15 ²	15/30 ⁶			
Neighborhood/Special Dist.					15					5 ⁷ /7 ⁸ /10 ⁴						15 ²	15/30 ⁶			
Industrial																				
East Stuart																15 ²		15/30 ⁵	15/30 ⁵	17
Marine/Industrial				15			15									15 ²	15/30 ⁶			
Public											E									
Recreation																				
Institutional					4 ² /7 ³ /15															
Conservation																				

R-1A Single Family - Estate; R-1 Single Family - General; R-2 Duplex; R-3 Multi-Family/Office; R-M Residential Multi-Family; B-1 Business -Limited; B-2 Business-General; B-3 Business-Restricted; B-4 Limited Business/Manufacturing; P Public Service; I Industrial; H Hospital; Planned Unit Development (PUD) includes Residential (RPUD), Commercial (CPUD), Public Service (PSPUD), Industrial (IPUD), and Mixed Use (MXPUD); Urban Code District includes Urban General (UG), Urban Center (UC), Urban Neighborhood (UN), Urban Highway (UH), Urban Waterfront (UW); East Stuart District includes Business and Mixed Use (BMU), General Residential and Office (GRO), Single-family and Duplex (SFD).

Footnotes:

1 = Assisted Living Facility (ALF) is allowed a maximum of 30 units per acre in land use classification multi-family residential, office/residential, and downtown redevelopment.

2 = Single Family Detached Dwelling Unit

3 = Single Family Attached Dwelling Unit

4 = Multi-Family Dwelling Unit

5 = Potential Bonus Units Allowable. Where not less than 50% of the total residential units of site are smaller than 1,500 square feet in size, then at the sole discretion of the city commission, a residential unit variety density bonus may be awarded (Refer to Land Development Code Table 2.07.00.C).

6 = Up to 30 units with Major Urban Code Conditional Use

7 = Based on R-1 Density Requirements

8 = Based on R-2 Density Requirements

9 = Based on R-3, B-1 and B-2 Density Requirements

10 = Up to 30 with East Stuart District Conditional Use Approval

11 = Up to 30 upon approval by City Commission with a RPUD within the Downtown Redevelopment Land Use area

E = Only Residential dwelling unit allowed and only by Conditional Use

L = Limited. No maximum density established by Land Development Code or Comprehensive Plan at this time. Rather, the term "Limited" is used instead of a numerical value.

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

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

SECTION 4: The provisions of this ordinance shall be codified.

SECTION 5: This ordinance shall become effective immediately upon adoption.

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

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

vote was as follows:

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

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

ATTEST:

CHERYL WHITE
CITY CLERK

THOMAS CAMPENNI
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY