



A G E N D A

**REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD July 24, 2017
AT 5:30 PM Commission Chambers
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

**Interim City Manager, Sam Amerson
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.

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.*

ROLL CALL

PLEDGE OF ALLEGIANCE

1. Arts Moment

PROCLAMATIONS

2. Treasure Coast Waterway Cleanup Week July 23-29, 2017
Recipients: Gail Byrd, Board Member of Marine Industries Association of the Treasure Coast and Jim Skeoch, St. Lucie River Power Squadron

PRESENTATIONS

3. July Service Awards
4. Employee of the Month
5. Fire Rescue Service expansion

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (5 min. max)

CONSENT CALENDAR

6. RESOLUTION 84-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE 90 DAY EXTENSION OF THE INTERLOCAL AGREEMENT FOR FIRE RESCUE SERVICES. (RC)
7. RESOLUTION 85-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA SUPPORTING THE REESTABLISHMENT OF THE DISCRETIONARY (INFRASTRUCTURE) SALES TAX; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES. (RC)

END OF CONSENT CALENDAR

COMMISSION ACTION

ORDINANCE FIRST READING

8. ORDINANCE No. 2359-2017: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ABANDONING A 344 SQ. FT. TRIANGULAR-SHAPED PORTION (+/-) OF EAST SEMINOLE STREET AND SIMULTANEOUSLY ACCEPTING THE DEDICATION OF A COMPARABLY SIZED PARCEL BY SEMINOLE STREET STUART, LLC, THEREBY PROVIDING FOR AN IMPROVED PUBLIC SIDEWALK CONFIGURATION AS DEPICTED ON THE HOLLUB INVESTMENTS MAJOR URBAN CODE CONDITIONAL USE APPROVAL "MASTER SITE PLAN"; SAID PROPERTIES BEING MORE FULLY DESCRIBED BY EXHIBITS "A", "B" AND "C" ATTACHED; PROVIDING WAIVER OF THE PRIVILEGE FEE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (R.C.)

ORDINANCE SECOND READING

9. ORDINANCE No. 2343-2017; (QUASI-JUDICIAL) AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE "BAKER ROAD COMMONS PUD" (ORDINANCE NO. 2312-2015), CONSISTING OF 3.02 ACRES, LOCATED AT 1440 NW FEDERAL HIGHWAY AND

OWNED BY WYNNE BUILDING CORPORATION, A FLORIDA CORPORATION, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; APPROVING AN AMENDED SITE PLAN; APPROVING CERTAIN DEVELOPMENT DOCUMENTS; DECLARING THE DEVELOPMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; APPROVING AMENDED DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.(RC) (QJ)

DISCUSSION AND DELIBERATION

10. Discussion of proposed language defining the term "Master Facilities Plan" and its application to future development of Martin Memorial Hospital's North campus.

ADJOURNMENT

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 7/24/2017

Prepared by: jchrulski

Title of Item:

Arts Moment - Lyric Theatre presents "Get A. Grip". A short vignette of the play that will be featured at the Lyric Theatre, Saturday August 12th.

Summary Explanation/Background Information on Agenda Request:

Due to a short meeting and the timing of available artists, the July Arts Moment was rescheduled from 7/10 to 7/24/17.

The Arts Moment schedule will continue the 1st meeting in August (8/14/17).

Funding Source:

N/A

Recommended Action:

Enjoy the presentation.

ATTACHMENTS:

Description	Upload Date	Type
□ Get A. Grip	7/12/2017	Cover Memo

Get A.

Written by Linda Lambrecht

Directed by Heidi Condon



GRIP!

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 7/24/2017

Prepared by: Ryanne Cavo

Title of Item:

Treasure Coast Waterway Cleanup Week July 23-29, 2017

Recipients: Gail Byrd, Board Member of Marine Industries Association of the Treasure Coast and Jim Skeoch, St. Lucie River Power Squadron

Summary Explanation/Background Information on Agenda Request:

The Marine Industries Association of the Treasure Coast and the Florida Inland Navigation District are deeply concerned with keeping the Treasure Coast waterways clean for all to enjoy. The Annual Waterway Cleanup event provides an opportunity for residents to participate in keeping our waterways free of litter and debris while enjoying a day on the water.

Funding Source:

N/A

Recommended Action:

Proclaim the week of July 23-29, 2017 as Treasure Coast Waterway Cleanup in the City of Stuart

ATTACHMENTS:

Description	Upload Date	Type
TC Waterway Cleanup Week Proclamation	7/10/2017	Proclamation

PROCLAMATION
TREASURE COAST WATERWAY CLEANUP WEEK
JULY 23 – 29, 2017

WHEREAS, the Marine Industries Association of the Treasure Coast and the Florida Inland Navigation District are deeply concerned with keeping the Treasure Coast waterways clean for all to enjoy, and;

WHEREAS, since 2008, more than 67 tons of trash has been collected from approximately 125 miles of waterways along the Martin, St. Lucie and Indian River Counties, and;

WHEREAS, the 10th Annual Treasure Coast Waterway Cleanup will be held on Saturday, July 29, 2017.

NOW, THEREFORE, I, TROY MCDONALD, Mayor of the City of Stuart, Florida do hereby proclaim the week of July 23 – 29, 2017, as

TREASURE COAST WATERWAY CLEANUP WEEK

in the City of Stuart, Florida and urges our citizens to participate in this event.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 24th day of July, 2017.

TROY MCDONALD
MAYOR

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

Meeting Date: 7/24/2017

Prepared by: R. Johnson

Title of Item:

July Service Awards

Summary Explanation/Background Information on Agenda Request:

Mercedes Pantoja	Building Maintenance	10 years
Alaina Knofla	Procurement & Contracting	5 years
Lenora Darden	Procurement & Contracting	5 years

Funding Source:

General Fund

Recommended Action:

Present Awards

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

Meeting Date: 7/24/2017

Prepared by: David D. Peters, Assistant Public Works Director

Title of Item:

Employee of the Month

Summary Explanation/Background Information on Agenda Request:

David Peters will present a memorandum regarding the July, 2017 employee of the month.

Funding Source:

N/a

Recommended Action:

Recognize the employee of the month

ATTACHMENTS:

Description	Upload Date	Type
□ Memorandum dated July 16, 2017	7/17/2017	Attachment



MEMORANDUM

TO: Sam Amerson, Interim City Manager
FROM: Dave Peters, Acting Assistant Public Works Director
DATE: July 16, 2017
SUBJECT: Employee of the Month Nomination

It is my pleasure to nominate Marvin Dyll as the City of Stuart's Employee of the Month for July of 2017.

Marvin began his career with the City in July of 1999 as a Groundkeeper in the Operations Division of the Public Works Department.

On September 29, 2003 Marvin was promoted to a Utility Service Worker I in the Utility Division, and promoted again in February, 2004 to an Equipment Operator II.

In 2011 Marvin was one of the original team who began installing residential grinder systems in the City's new sewer expansion program. His work efforts in this new endeavor set the standard for those who have followed him as it relates to excavating on private property and restoring that property to what it was before we arrived.

In December 2015, Marvin was once again promoted from Equipment Operator II to a newly created Water Treatment Operator Trainee, and this is where Marvin has blossomed.

His calm demeanor is exactly the trait needed in the water treatment profession. He never over reacts, always evaluates each opportunity presented to him, and always asks questions before making plant adjustments.

Just recently Marvin received his Class C Water License from the State of Florida and was promoted to a Water Treatment Plant Operator.

Sometimes we all get lucky, the City got lucky way back in July of 1999, when Marvin made the decision to join us.

His tireless work efforts make all of us look good, and we're pleased to say Marvin is a part of the Public Works Department.

Always ready, willing and able to accept new challenges, Marvin exemplifies the City's values by treating others with honesty, dignity and consideration and respect.

For the reasons mentioned above, I proudly request your consideration in recognizing Marvin Dyll as the City's Employee of the Month for July, 2017.

Should you have any questions or require any additional information please contact me.

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

Meeting Date: 7/24/2017

Prepared by: David Dyal

Title of Item:

Fire Rescue Service expansion

Summary Explanation/Background Information on Agenda Request:

Stuart Fire Rescue and Martin County Fire Rescue have been operating under an Interlocal Agreement for automatic aid in both the city and the county areas. MCFR intends to allow the ILA to lapse and then charge the City for any services rendered by MCFR in the City areas.

Funding Source:

N/A

Recommended Action:

Provide direction to City staff for negotiation of a new ILA, including expansion of services, establishment of fees by both SFR and MCFR for hourly fees, or other solution to provide services throughout the City.

ATTACHMENTS:

Description	Upload Date	Type
□ memo to S. Amerson	7/18/2017	Cover Memo



City of Stuart Fire Rescue

800 SE Martin Luther King, Jr. Boulevard
Stuart, FL 34994-2408

David Dyal, Fire Chief



Ddyal@ci.stuart.fl.us
www.cityofstuart.com

Telephone (772) 600-1287
Facsimile (772) 288-5371
Mobile (561) 662-9714

July 18, 2017

Taryn G. Kryzda, MPA, CPM
Martin County Board of County Commissioners
Administrator
2401 SE Monterey Rd.
Stuart, FL 34996
772-288-5939

RE: Interlocal Agreement for Fire Rescue Services

Ms. Kryzda:

The City of Stuart thanks you for the 90 day extension of the Interlocal Agreement for Fire Rescue Services. We expect to expedite this agreement to its conclusion in which both parties are equally compensated for their costs of readiness. In this time, SFR and MCFR will develop response protocols and a compensation rate schedule for mutual aid requests that is reasonable and fair.

The City expects to expand its coverage capacity, thereby reducing demand upon MCFR to cover those calls in both the areas north of the St. Lucie River and those areas in the southern reaches of the City's incorporated area.

It has been our pleasure to service those county areas closest to our stations over the years. It has been a great working relationship among those firefighters in the field and we expect that great working relationship to continue so that all residents and visitors to our area receive outstanding services.

Thank you again for extending the ILA's expiration window to October 31, 2017.

Respectfully,

Samuel Amerson,
Interim City Manager
City of Stuart

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

Meeting Date: 7/24/2017

Prepared by: David Dyal

Title of Item:

RESOLUTION 84-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE 90 DAY EXTENSION OF THE INTERLOCAL AGREEMENT FOR FIRE RESCUE SERVICES. (RC)

Summary Explanation/Background Information on Agenda Request:

The City and the County entered into an Interlocal Agreement (ILA) for mutual and automatic aid of fire rescue services. The County Administrator has informed the City that the County will not renew the current agreement which expires on July 31, 2017. According to the County, it believes that it should receive compensation of approximately \$300,000.00 to pay for "readiness". The County would like to change the agreement to increase the amount of money paid to the County. The issue arises due to a dispute as to the appropriate response protocol. Upon expiration of the agreement, it is the intent of the County to bill the City for each call run in the City and vice versa. The problem arises when determining the actual cost of each call. The City believes an ambulance and an attack 1 vehicle is all that is necessary for the majority of the calls. The County has a protocol that sends an ambulance, a battalion chief and a fire truck to each call. In addition, the County wants to charge the City for "readiness". For example, if a car accident occurs on US One and the Britt Road station responds, the County will charge the City for the response which includes the vehicles and staff mentioned above. However, in addition, since the Britt Road station is on a call, the County has an additional protocol that requires the Jensen Beach station to be available for back up which is also included in the call. As a result, the amount being billed for each call grows exponentially because it doesn't just include the personnel responding, but also includes all personnel that might respond to another call because the Britt Road fire fighters are not available.

On June 22, 2017, the County Administrator offered to provide a three month extension to the agreement while staff was working on a resolution to the disparity in the billing between the agencies. The City Attorney has opined that an extension to the agreement requires Commission Action. According to the County Attorney, the matter will be set before the County Commission as well. The agreement is to be extended 90 days (October 31, 2017) while a new agreement is negotiated for response areas and fees for service for providing fire rescue services in both the City and the County areas.

Funding Source:

N/A

Recommended Action:

Approve Resolution 84-2017.

ATTACHMENTS:

Description	Upload Date	Type
▢ R84-2017 RESOLUTION	7/18/2017	Cover Memo



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 84-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE 90 DAY EXTENSION OF THE INTERLOCAL AGREEMENT FOR FIRE RESCUE SERVICES; PROVIDING FOR CONFLICTS; SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart, Florida entered into an Interlocal Agreement with Martin County Fire Rescue for Fire Rescue Services;

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 entered into an Interlocal Agreement (ILA) with Martin County for mutual and automatic aid of fire rescue services. That agreement expires July 31, 2017. The City and the County agree to extend that ILA until October 31, 2017 while terms and conditions are being negotiated for a new ILA detailing response area assignments and hourly fees for the services of apparatus and personnel.

SECTION 3: Conflicts. All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4: 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 5: Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

Resolution No. 84-2017

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 24th day of July, 2017.

ATTEST:

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

Meeting Date: 7/24/2017

Prepared by: Ryanne Cavo

Title of Item:

RESOLUTION 85-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA SUPPORTING THE REESTABLISHMENT OF THE DISCRETIONARY (INFRASTRUCTURE) SALES TAX; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES. (RC)

Summary Explanation/Background Information on Agenda Request:

Funding Source:

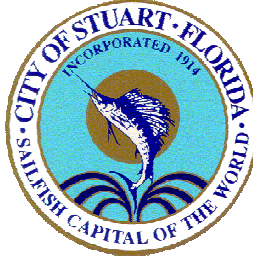
N/A

Recommended Action:

Approve the Resolution

ATTACHMENTS:

Description	Upload Date	Type
☐ R85-2017 Sales Tax Support	7/19/2017	Resolution add to Y drive



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

RESOLUTION NUMBER 85-2017

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA SUPPORTING THE
REESTABLISHMENT OF THE DISCRETIONARY
(INFRASTRUCTURE) SALES TAX; PROVIDING AN
EFFECTIVE DATE AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the revenue collected from the discretionary sales tax would be used as provided by law to support the capital infrastructure needs of the City; and

WHEREAS, the County Commission has voted to place a referendum before the voters for a 10 year, one cent infrastructure sales tax; and

WHEREAS, the City has demonstrated in the past that it will properly utilize these funds to directly benefit the residents by maintaining and enhancing the quality of life and improving the environment and water quality through capital projects; and

WHEREAS, the surtax is levied on residents and tourists alike rather than simply increasing property taxes.

WHEREAS, the majority of the City Voters have supported the surtax in the past and the entire community has benefited from the voter's decision because the funds were used to create projects such as the City Courtesy Dock, the City Riverwalk, the Frazier, Poppleton Creek and Haney Creek watershed projects as well as many others.

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

SECTION 1: The City Commission hereby fully supports the Martin County Board of County Commissioners' efforts to reestablish the Discretionary (Infrastructure) One Cent Sales Tax for ten years.

SECTION 2: This Resolution shall be effective 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

JEFFREY A. KRAUSKOPF, COMMISSIONER

EULA R. CLARKE, COMMISSIONER

TOM CAMPENNI, COMMISSIONER

YES	NO	ABSENT

ADOPTED this _____ day of July, 2017.

ATTEST:

CITY OF STUART, FLORIDA

CHERYL WHITE
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED TO AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 7/24/2017

Prepared by: Tom Reetz

Title of Item:

ORDINANCE No. 2359-2017: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ABANDONING A 344 SQ. FT. TRIANGULAR-SHAPED PORTION (+/-) OF EAST SEMINOLE STREET AND SIMULTANEOUSLY ACCEPTING THE DEDICATION OF A COMPARABLY SIZED PARCEL BY SEMINOLE STREET STUART, LLC, THEREBY PROVIDING FOR AN IMPROVED PUBLIC SIDEWALK CONFIGURATION AS DEPICTED ON THE HOLLUB INVESTMENTS MAJOR URBAN CODE CONDITIONAL USE APPROVAL "MASTER SITE PLAN"; SAID PROPERTIES BEING MORE FULLY DESCRIBED BY EXHIBITS "A", "B" AND "C" ATTACHED; PROVIDING WAIVER OF THE PRIVILEGE FEE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (R.C.)

Summary Explanation/Background Information on Agenda Request:

On January 9th, 2017, the City Commission granted a Conditional Use Approval for the Hollub mixed-use development consisting of 4,235 square feet of retail and 20 luxury residential units at 43 & 55 Seminole Street.

The Commission will recall that the applicant was required to deed private property to the City in exchange for a comparable portion of city right-of-way. This reconfiguration will benefit both the developer and the City as the reconfiguration will more accurately define the sidewalk in its relation to the roadway.

The applicant, with staff's concurrence, has requested the privilege fee for vacation of right-of-way be waived by the commission having shown that the abandonment will benefit the public and its residents at large and not the applicant exclusively. In addition, there is an offsetting contribution of land from the developer of approximately the same dimensions. **See Attachment - Ordinance No. 2359-2017 Exhibits A, B & C**

Note: The City Commission declared its intention to abandon the 344 sq. ft. of R.O.W. at it's July 10th meeting via Resolution No. 81-2017.

Funding Source:

N/A

Recommended Action:

Approve Ordinance No. 2359-2017.

ATTACHMENTS:

Description	Upload Date	Type
❑ Ordinance No. 2359-2017	7/17/2017	Ordinance add to Y drive
❑ Exhibits A,B & C	7/17/2017	Exhibit



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

ORDINANCE NUMBER 2359-2017

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ABANDONING A 344 SQ. FT. TRIANGULAR-SHAPED PORTION (+/-) OF EAST SEMINOLE STREET AND SIMULTANEOUSLY ACCEPTING THE DEDICATION OF A COMPARABLY SIZED PARCEL BY SEMINOLE STREET STUART, LLC, THEREBY PROVIDING FOR AN IMPROVED PUBLIC SIDEWALK CONFIGURATION AS DEPICTED ON THE HOLLUB INVESTMENTS MAJOR URBAN CODE CONDITIONAL USE APPROVAL “MASTER SITE PLAN”; SAID PROPERTIES BEING MORE FULLY DESCRIBED BY EXHIBITS “A”, “B” AND “C” ATTACHED; PROVIDING WAIVER OF THE PRIVILEGE FEE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*** * * * ***

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

WHEREAS, at the public hearing to consider the requested abandonment the City Commission has determined that it is the best public interest that the said right-of-way be abandoned as said right-of-way in exchange for a comparably sized parcel of private property deeded to the City. The resulting reconfiguration will benefit both the Developer and the City as the reconfiguration will improve the sidewalk configuration in its relation to the roadway

Ordinance No. 2359-2017 – Seminole Avenue – Hollub Investments R.O.W. Abandonment

NOW THEREFORE, THE CITY COMMISSION OF THE CITY OF STUART,
FLORIDA ordains, as follows:

SECTION 1: That any interest vested with the City of Stuart in the 344 sq. ft. triangular-shaped portion of right-of-way, more particularly described in **Exhibit “A”** attached hereto is hereby abandoned.

SECTION 2: The City’s acceptance of the dedication of a 344 sq. ft. triangular portion of private Property by Riverside Village Stuart, LLC as depicted in **Exhibit “B”** attached hereto

SECTION 3: A Master Site Plan as approved by the Commission depicting the subject areas is hereby attached as **Exhibit “C”**.

SECTION 4: The dedication of 344 sq. ft. triangular portion of private property by Riverside Village Stuart, LLC resulting in a sidewalk configuration is a benefit to the public and city residents at large and not the adjoining land owners exclusively is reasonable evidence that the discretion of the Commission to waive the privilege fee is in order.

SECTION 5: Conflicts. All ordinances or parts of ordinances in conflict herewith shall be repealed.

SECTION 6: Severability: If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

SECTION 7: Effective Date: This Ordinance shall become effective immediately upon adoption.

Passed on first reading this _____ day of July 24, 2017.

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

Ordinance No. 2359-2017 – Seminole Avenue – Hollub Investments R.O.W. Abandonment

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

YES	NO	ABSENT

Adopted on second reading this 14th day of August, 2017.

ATTEST:

CHERYL WHITE
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT PERTAINING TO THE ABANDONMENT OF RIGHT OF WAY IN ORDINANCE 2359-2017, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN AND IN ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE ABOVE ORDINANCE.

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

WITNESSES:

Seminole Street Stuart, LLC

Print Name: _____

By: _____
Harry Hollub, Manager

Print Name: _____

OWNER'S ACKNOWLEDGMENT

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

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____⁴

Type of Identification Produced _____

CITY’S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this ____ day of _____, 2017, by Troy McDonald, Mayor and Cheryl White, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT A

DESCRIPTION OF PART OF RIGHT OF WAY OF EAST SEMINOLE STREET LYING SOUTH OF LOT 1, BLOCK 1, AMENDED PLAT OF CHAS. A PORTER ADDITION TO CITY OF STUART, MARTIN COUNTY, FLORIDA TO BE DEEDED TO RIVERSIDE VILLAGE STUART, LLC.

That part of the right of way of East Seminole Street lying South of Lot 1, Block 1, Amended Plat of CHAS. A. PORTER ADDITION, according to the plat thereof recorded in Plat Book 2, Page 75, Public Records of Palm Beach (now Martin) County, Florida, being more particularly described as follows:

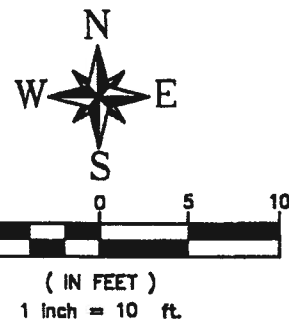
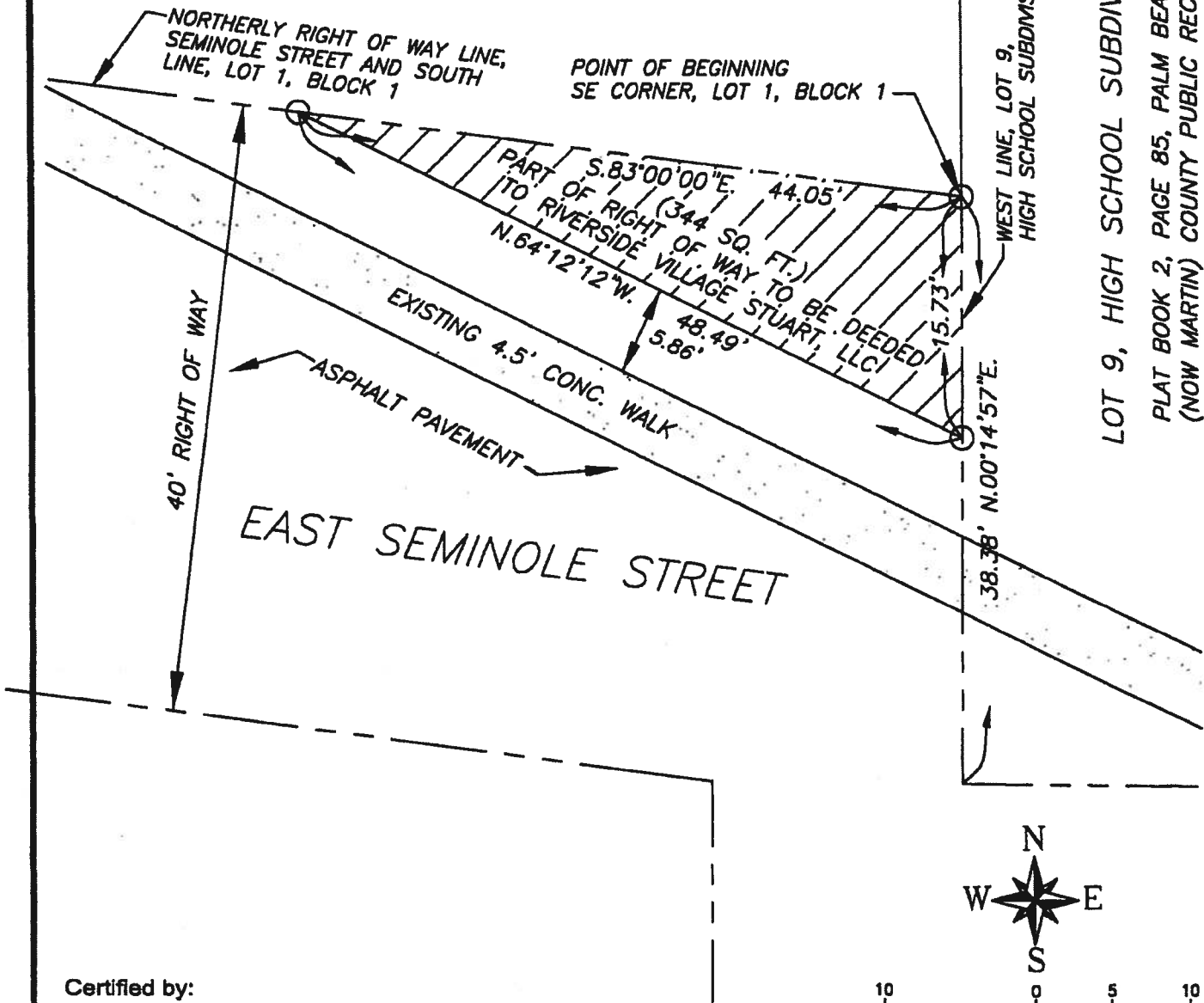
BEGIN at the Southeast corner of said Lot 1, Block 1 and run South $00^{\circ}14'57''$ West along the West line of Lot 9, HIGH SCHOOL SUBDIVISION, according to the plat thereof recorded in Plat Book 2, Page 85, Public Records of Palm Beach (now Martin) County, Florida, for 15.73 feet; Thence run North $64^{\circ}12'12''$ West for 48.49 feet, to a point lying on the South line of said Lot 1, Block 1 also lying on the Northerly right of way line of East Seminole Street; Thence run South $83^{\circ}00'00''$ East along said South line of Lot 1, Block 1 and along the Northerly right of way line of East Seminole Street for 44.05 feet to the Point of Beginning.

The area of this parcel is 344 square feet, more or less.

This description and sketch were prepared by Arthur Speedy, Professional Surveyor and Mapper, for C. Calvert Montgomery & Associates, Inc.; P.O. Box 92, 959 South Federal Highway, Stuart, Florida 34995.

LOT 1, BLOCK 1, AMENDED PLAT
OF CHAS. A. PORTER ADDITON
PLAT BOOK 2, PAGE 75, PALM BEACH
(NOW MARTIN) COUNTY PUBLIC RECORD

LOT 9, HIGH SCHOOL SUBDIVISION
PLAT BOOK 2, PAGE 85, PALM BEACH
(NOW MARTIN) COUNTY PUBLIC RECORD



Certified by:

Arthur Speedy
Professional Surveyor & Mapper
Florida License No. 3343

SKETCH TO ACCOMPANY DESCRIPTION FOR
SWAP OF PROPERTY BETWEEN RIVERSIDE
VILLAGE STUART, LLC AND CITY OF STUART
AT SEMINOLE STREET

SURVEYOR' NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED OR RESEARCHED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

DATE: 4.03.17			
SCALE: 1"=10'			
PAGE 2 OF 2	NO.	REVISION	DATE

C CALVERT MONTGOMERY & ASSOCIATES, INC.
ENGINEERS • SURVEYORS (C.A. & L.B. 000160)
P.O. BOX 92...959 S. FEDERAL HWY.....STUART, FLORIDA 34985
(Tel.) 772-287-3636 (Fax) 772-220-0580

EXHIBIT B

DESCRIPTION OF PART OF LOT 9, HIGH SCHOOL SUBDIVISION IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA TO BE DEEDED TO THE CITY OF STUART

That part of Lot 9, HIGH SCHOOL SUBDIVISION, according to the plat thereof recorded in Plat Book 2, Page 85, Public Records of Palm Beach (now Martin) County, Florida, to be deeded to the City of Stuart for right of way purposes for East Seminole Street, more particularly described as follows:

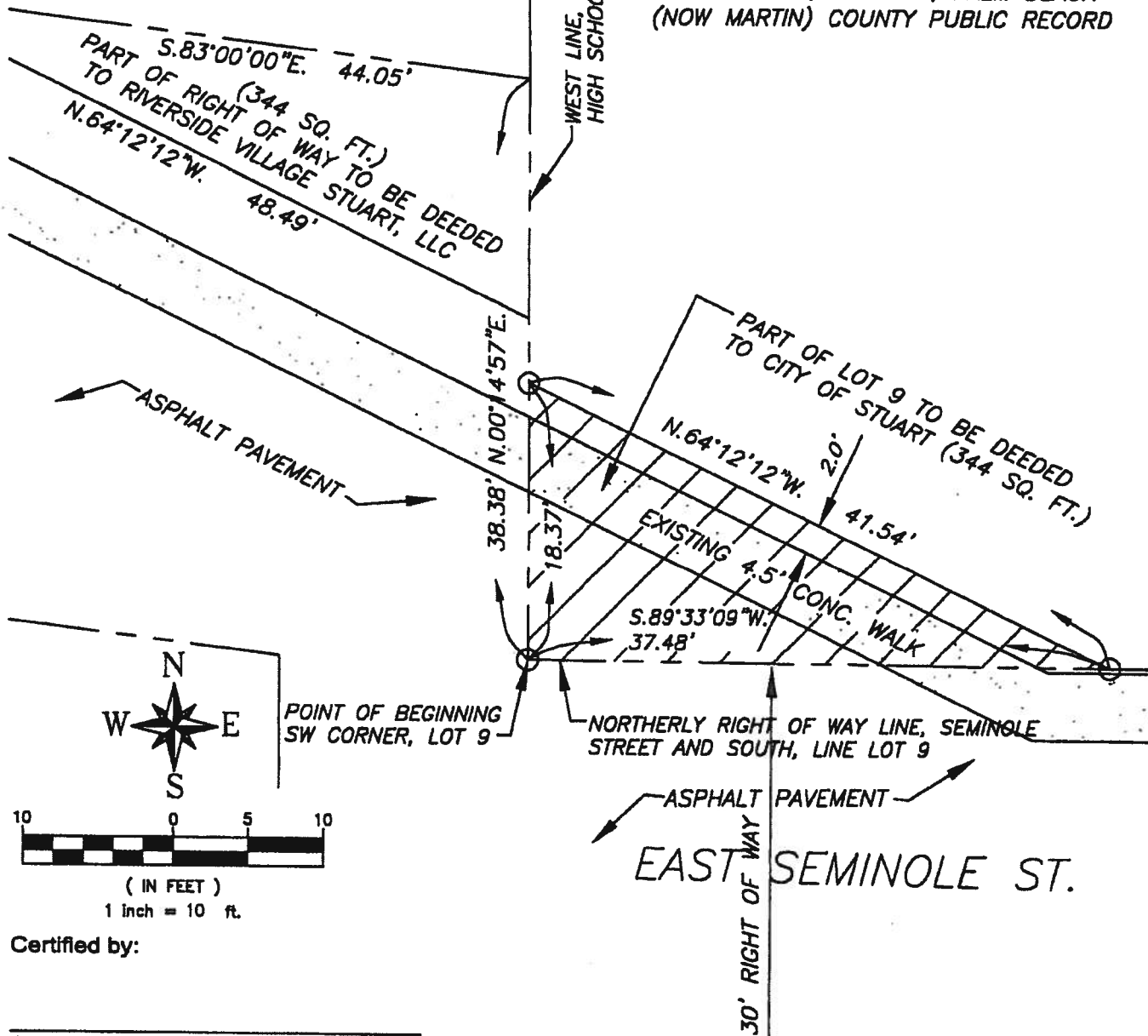
BEGIN at the Southwest corner of said Lot 9 and run North $00^{\circ}14'57''$ East along the West line of said Lot 9 for 18.37 feet; Thence run South $64^{\circ}12'12''$ East for 41.54 feet to a point on the South line of said Lot 9, said point also lying on the Northerly right of way line of East Seminole Street; Thence run South $89^{\circ}33'09''$ West along said South line of Lot 9 and along the Northerly right of way line of East Seminole Street for 37.48 feet to the Point of Beginning.

The area of this parcel is 344 square feet, more or less.

This description and sketch were prepared by Arthur Speedy, Professional Surveyor and Mapper, for C. Calvert Montgomery & Associates, Inc.: P.O. Box 92, 959 South Federal Highway, Stuart, Florida 34995.

LOT 1, BLOCK 1, AMENDED PLAT
OF CHAS. A. PORTER ADDITON
PLAT BOOK 2, PAGE 75, PALM BEACH
(NOW MARTIN) COUNTY PUBLIC RECORD

LOT 9, HIGH SCHOOL SUBDIVISION
PLAT BOOK 2, PAGE 85, PALM BEACH
(NOW MARTIN) COUNTY PUBLIC RECORD



(IN FEET)
1 inch = 10 ft.

Certified by:

Arthur Speedy
Professional Surveyor & Mapper
Florida License No. 3343

SKETCH TO ACCOMPANY DESCRIPTION FOR
SWAP OF PROPERTY BETWEEN RIVERSIDE
VILLAGE STUART, LLC AND CITY OF STUART
AT SEMINOLE STREET

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED OR RESEARCHED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

DATE: 4.03.17			
SCALE: 1"=10'			
PAGE 2 OF 2	NO.	REVISION	DATE

C. CALVERT MONTGOMERY & ASSOCIATES, INC.
ENGINEERS • SURVEYORS (C.A. & L.B. 000180)
P.O. BOX 92...859 S. FEDERAL HWY.....STUART, FLORIDA 34995
(Tel.) 772-287-3836 (Fax) 772-220-0580

PARCEL 1:
LOTS 1 & 2, BLOCK 1, AMENDED PLAT OF CHAS. A. PORTER ADDITION, ACCORDING TO THE
PLAT THEREOF, FILED FEBRUARY 8, 1913, AND RECORDED IN PLAT BOOK 2, PAGE 75, PUBLIC
RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, TOGETHER WITH THE FOLLOWING
DESCRIBED PARCEL:

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, SAID PARCEL LYING NORTH OF AND ADJACENT TO THE NORTH LINE OF CHAS. PORTER ADDITION AS RECORDED IN PLAT BOOK 2, PAGE 75, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, SAID PARCEL DESCRIBED AS FOLLOWS:

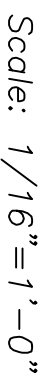
BEEN AT THE FARTHEMEST CORNER OF SAID LOT 2, BLOCK 1, OF THE ABOVEMENTIONED CHAS. A. PORTER ADDITION, THENCE NORTH 89°38'25" EAST, A DISTANCE OF 0.25 FEET, THENCE NORTH 12°05'27" EAST, A DISTANCE OF 9.92 FEET, THENCE NORTH 06°10'07" EAST, A DISTANCE OF 4.08 FEET, THENCE NORTH 17°34'10" EAST, A DISTANCE OF 76.10 FEET, THENCE NORTH 82°37'22" EAST, A DISTANCE OF 42.46 FEET, THENCE SOUTH 4°54'29" WEST, A DISTANCE OF 6.04 FEET, THENCE SOUTH 77°13'31" EAST, A DISTANCE OF 41.72 FEET, A DISTANCE SOUTH 44°17'12" WEST, A DISTANCE OF 26.53 FEET, THENCE NORTH 74°48'24" EAST, A DISTANCE SOUTH 44°17'12" WEST, A DISTANCE OF 21.6 FEET, THENCE NORTH 77°10'09" WEST, A DISTANCE SOUTH 44°44'49" WEST, A DISTANCE OF 2.16 FEET, THENCE NORTH 77°10'09" WEST, A DISTANCE OF 119.19 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND.

TOGETHER WITH ANY PROPERTY LIVING LANDWARD OF THE MEAN HIGH WATER LINE AS ESTABLISHED BY G. CALVERT MONTGOMERY & ASSOCIATES, INC. ON JANUARY 15, 2014 AND LYING NORTHEASTLY OF THE MEAN HIGH WATER LINE ESTABLISHED BY LINDAHL, BROWNING, FERRARI & HELSTROM ON OCTOBER 14, 1987.

LOTS 8 AND 9, HIGH SCHOOL SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2 PAGE 85, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA; TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. SAID PARCEL LYING NORTH OF AND ADJACENT TO THE NORTH LINE OF SAID HIGH SCHOOL SUBDIVISION AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PLAT AT THE NORTHEAST CORNER OF LOT 8, HIGH SCHOOL SUBDIVISION, ACCORDING TO THE BEING HEREBY RECORDED IN PLAT BOOK 2, PAGE 85, PUBLIC RECORDS OF PALM BEACH (NOW MARINO) COUNTY, FLORIDA, THENCE NORTH 85°05'39" WEST, 14.00 FEET, TO THE NORTH LINE OF SAID LOT 8, THENCE NORTH 85°05'39" WEST, 14.00 FEET, TO THE NORTH LINE OF SAID LOT 9 OF SAID HIGH SCHOOL SUBDIVISION, A DISTANCE OF 50.41 FEET, THENCE NORTH 15°44'49" WEST, A DISTANCE OF 2.16 FEET, THENCE NORTH 11°43'20" EAST, A DISTANCE OF 88.24 FEET; THENCE NORTH 18°44'01" EAST, A DISTANCE OF 6.62 FEET TO THE MEAN HIGH WATER LINE; ELEVATION -0.42, FEET, NAD 1983, THENCE NORTH 11°40'12" EAST, THENCE SOUTH 39°02'23" EAST, 14.00 FEET, TO THE MEAN HIGH WATER LINE; ELEVATION -0.45, FEET, NAD 1983, THENCE SOUTH 11°43'20" WEST, A DISTANCE OF 88.24 FEET, TO THE POINT OF BEGINNING, THENCE DEPARTING SAID MEAN HIGH WATER LINE, A DISTANCE OF 41.51 FEET, THENCE SOUTH 61°09'30" EAST, A DISTANCE OF 30.97 FEET, THENCE SOUTH 11°35'03" WEST, DEPARTING SAID MEAN HIGH WATER LINE, A DISTANCE OF 43.26 FEET TO THE POINT OF BEGINNING OF THE HERIN DESCRIBED PARCEL OF LAND.



PROJECT NAME: HOLLUB INVESTMENTS
LOCATION: 43 & 55 S.E. SEMINOLE STREET

EXISTING USE:	RESIDENTIAL/VACANT
ZONING:	UW (URBAN WATERFRONT)
LAND USE:	DOWNTOWN REDEVELOPMENT

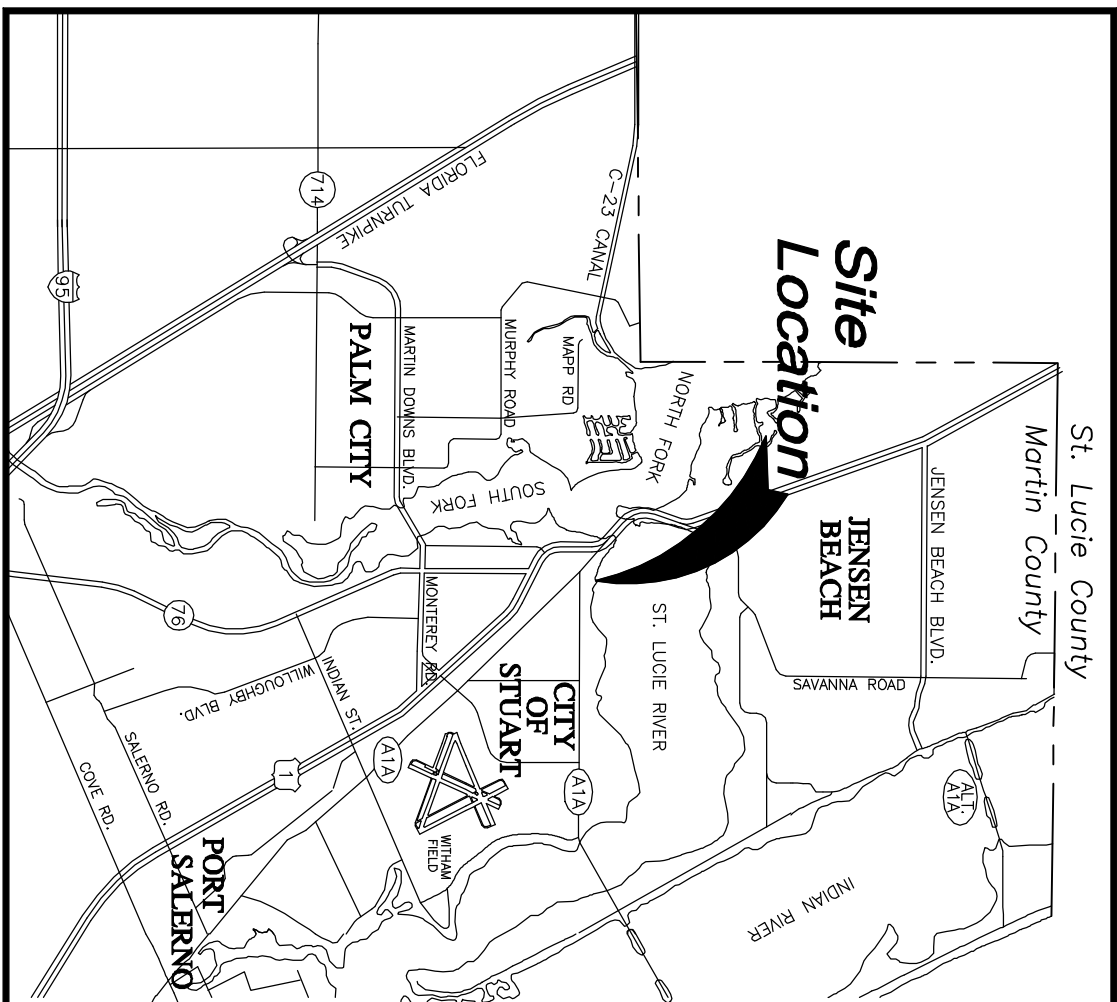
GROSS SITE AREA: 1.21 Ac.
NUMBER OF UNITS: 20
PROPOSED DENSITY: 20 Units / 1.21 Ac. = 16.5 Units/Ac.

(PER CITY OF STUART URBAN WATERFRONT OVERLAY STD.'S)

MIN. FRONT SETBACK:	5 FT.
MIN. SIDE SETBACK:	5 FT.
MIN. REAR SETBACK:	10 FT. (TO M.H.W.L. OR WATERWARD FACE OF SEAWALL)
MAX. BLDG. HEIGHT:	45 FT. / 4 STORIES (RESIDENTIAL USE)

	<u>REQUIRED</u>	<u>PROVIDED</u>
RIVERFRONT RESIDENTIAL BUILDING 15 RESIDENTIAL UNITS @ 1.5 SP. / UNIT =	22.5 Spaces	30 Spaces

5 RESIDENTIAL UNITS @ 1.5 SP. / UNIT =	7.5 Spaces	>	27 Spaces
4,235 SF RETAIL @ 1 SP. / 300 SF =	14 Spaces		
TOTAL	<u>44 Spaces</u>		57 Spaces
ADDITIONAL ON-STREET PARKING PROVIDED:			2 Spaces
TOTAL PARKING PROVIDED:			59 Spaces

$$\frac{Z}{i}$$


C. CALVERT MONTGOMERY & ASSOCIATES, INC.
Engineers—Surveyors (LB & C.A. 0000160)
P.O. BOX 92...959 S. FEDERAL HWY.....STUART, FLORIDA 34995
TEL. (772) 287-3636 FAX (772) 220-0580

NO	REVISION	DATE
DESIGNED BY:	DATE: 02.03.17	
DRAWN BY:	SCALE: 1"=16'	

CONDITIONAL USE SITE PLAN

SITE DEVELOPMENT PLANS FOR HOLLUB INVESTMENTS

43 / 55 SE. SEMINOLE STREET, STUART, FLORIDA

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 7/24/2017

Prepared by: Stephen Mayer

Title of Item:

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

Summary Explanation/Background Information on Agenda Request:

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

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

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

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

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

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

in architectural quality. Also, the applicant is conditioned to the same requirements to address aesthetic and safety concerns along Palm Lake Park Drive.

On June 15, 2017, The Local Planning Agency voted unanimously to recommend approval of Ordinance 2343-2017.

Director's note: This item was presented to the City Commission on a previous agenda, however, a flaw in the applicant's notification signs requires a "do over" of the public hearing process.

Funding Source:

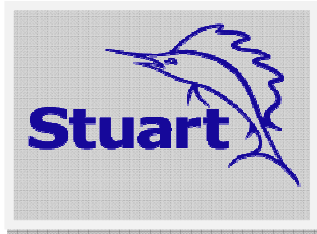
N/A

Recommended Action:

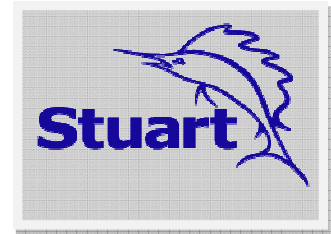
Approve Ordinance No. 2343-2017 on second reading.

ATTACHMENTS:

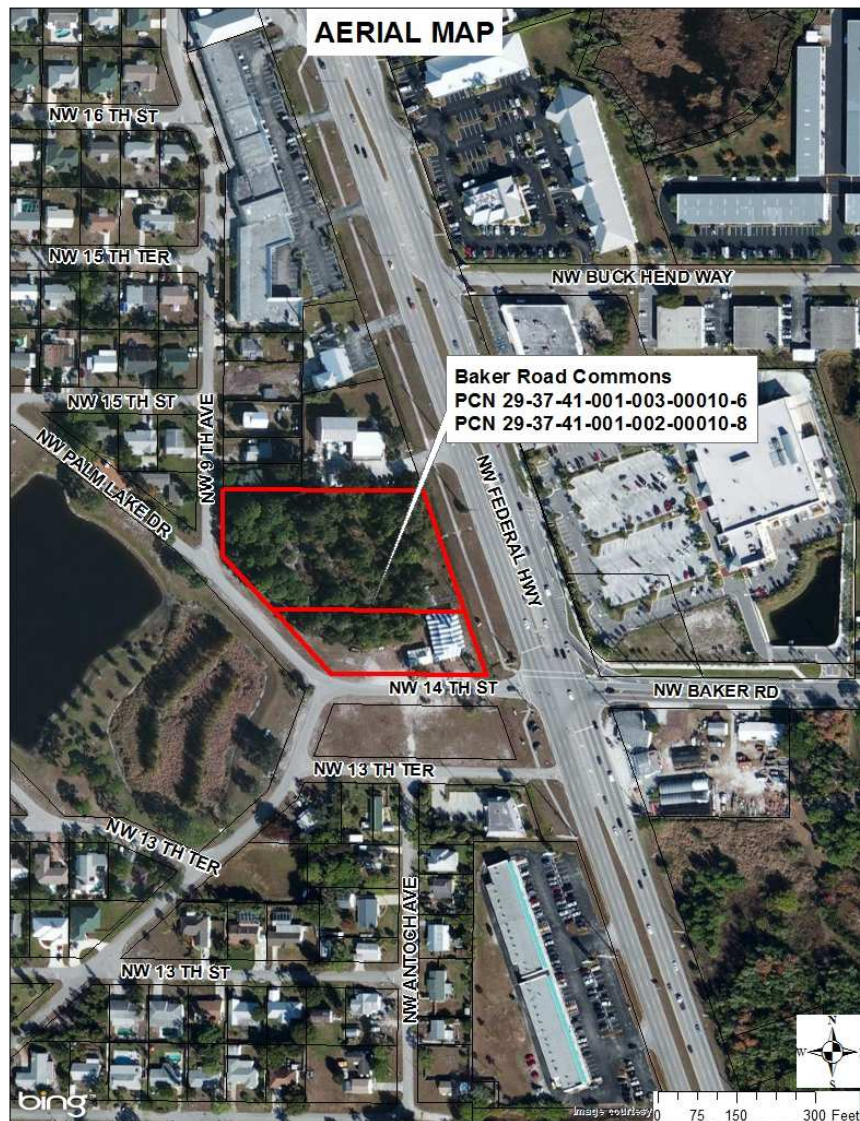
Description	Upload Date	Type
▣ Staff Report	6/29/2017	Staff Report
▣ Ordinance 2343-2017	7/17/2017	Ordinance add to Y drive
▣ Site Plan	6/29/2017	Exhibit
▣ Landscape Plan pg 1	2/9/2017	Exhibit
▣ Landscape Plan pg 2	2/9/2017	Exhibit
▣ Floor Plan and Elevations	2/9/2017	Exhibit
▣ Traffic Statement	2/9/2017	Attachment
▣ Auto-Turn Exhibit	2/9/2017	Attachment
▣ Topology and Tree Survey	2/9/2017	Attachment
▣ Application Letter	2/9/2017	Attachment
▣ Application	2/9/2017	Attachment
▣ LPA Minutes	2/21/2017	Backup Material



**CITY OF STUART
CITY COMMISSION**
July 10, 2017



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



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

STAFF REPORT AND RECOMMENDATION

I. LEGAL NOTICE REQUIREMENTS

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

B. Site Posting Date: May 31, 2017

C. Mail Notice Postmark: May 31, 2017 to property owners within 300 feet

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

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

IV. HISTORY OF THE SITE

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

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

V. STAFF ANALYSIS

A. Site and Area Characteristics (Attachment C)

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

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

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

B. Project Description

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

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

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

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

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

C. Land Development Code Standards

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

Chapter 2 – Zoning District Uses Allowed, Density and Intensity

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

Chapter 4 – Concurrency Determinations

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

Chapter 5 – Resource Protection

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

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

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

D. Technical Review by Other Agencies (Attachment D)

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

VI. LOCAL PLANNING AGENCY AND STAFF RECOMMENDATION (APPROVAL WITH CONDITIONS)

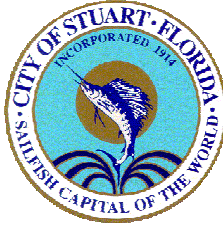
On June 15, 2017, the LPA unanimously recommended approval to forward the amendment on to the City Commission. Subject to the conditions contained in the attached Ordinance No. 2343-2017, and consideration before the City Commission, staff also recommends **approval** of the major amendment to the Baker Road Commons CPUD.

VII. ATTACHMENTS

Attachment A: Proposed Ordinance No. 2343-2017

Attachment B: Application Materials

Application Form; and supporting information



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

ORDINANCE NUMBER 2343-2017

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

* * * * *

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

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

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

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

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

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

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

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

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

SECTION 2. The legal description of the property, reflecting the 3.02 acre parcel, is set forth in **Exhibit “A”** attached hereto and made hereof by reference. A boundary survey depicting the Property is attached hereto as **Exhibit “B”** and made a part hereof by reference. The conditions of development for the property are attached hereto as **Exhibit “C”** and made a part hereof by reference, and each shall constitute one of the development documents.

SECTION 3. The Owners' written acceptance of this Ordinance shall constitute an agreement with the City for the purposes expressed herein, but the same shall not be construed as a "Development Agreement", as provided in Section 163.3221, Florida Statutes.

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

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

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

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

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

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

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

SECTION 7: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof is hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 8: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Ordinance 2343-2017
Baker Road Commons
CPUD Amendment

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

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

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

Commissioner _____ offered the foregoing ordinance and moved its adoption.

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

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

YES	NO	ABSENT

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

ATTEST:

CHERYL WHITE
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

ACCEPTANCE AND AGREEMENT

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

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

WITNESSES:

Print Name: _____

By: _____

Print Name: _____

OWNERS ACKNOWLEDGMENT

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

Notary Public, State of Florida
My Commission Expires:

Notary Seal

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

CITY'S ACKNOWLEDGMENT

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

Notary Public, State of Florida
My Commission Expires:

Notary Seal

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

EXHIBIT A – LEGAL DESCRIPTION

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

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

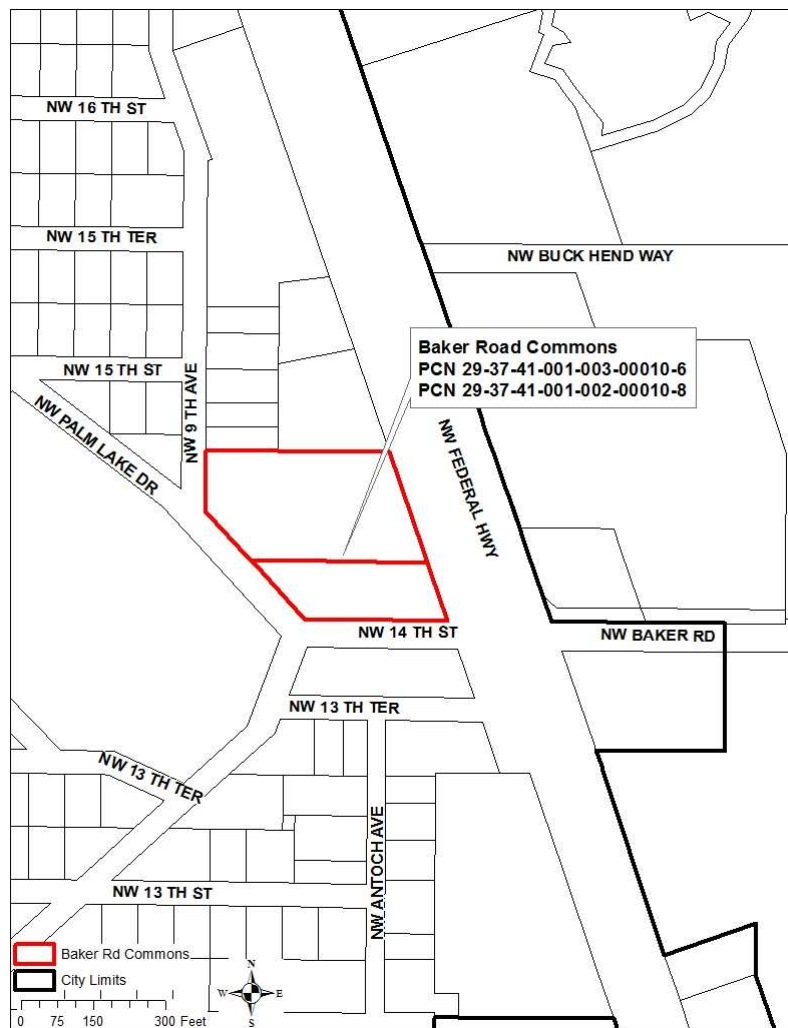


EXHIBIT B – DEVELOPMENT CONDITIONS

Approved Plans and Documents

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

Permitted Uses

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

Prior to Issuance of Site Permits

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

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

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

Landscaping

15. All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.
16. The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed \$1,500.00.
17. A landscape maintenance plan, executed in accordance with the LDC, shall be submitted to the Development Department and approved prior to the issuance of a certificate of occupancy.
18. "Hat racking" of trees is prohibited on the property.

Development and Construction

19. Construction activity shall be limited from 7:00 am to 6:00 pm Monday - Saturday.
20. Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.
21. One bike rack and one bench, in accordance with Section 6.01.05.G of the Land Development Code (LDC), shall be provided for the site prior to issuance of certificates of occupancy.
22. Signage shall be appropriately permitted and constructed in compliance with the applicable regulations in Section 6.11.00 of the LDC.

Ordinance 2343-2017
Baker Road Commons
CPUD Amendment

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

Timetables

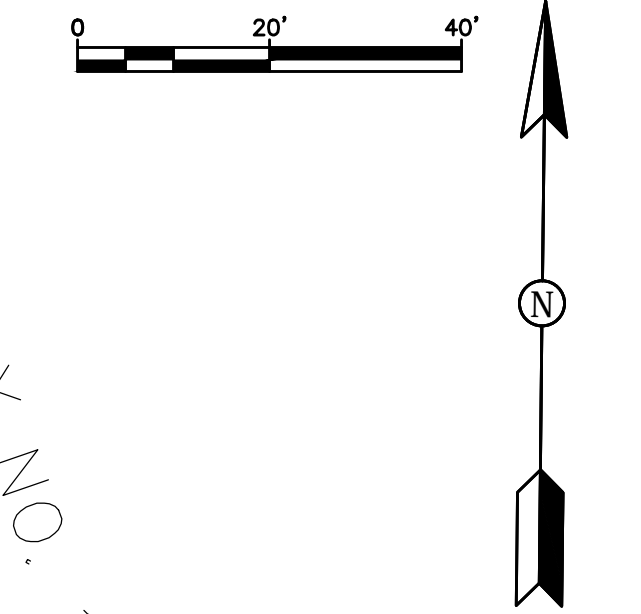
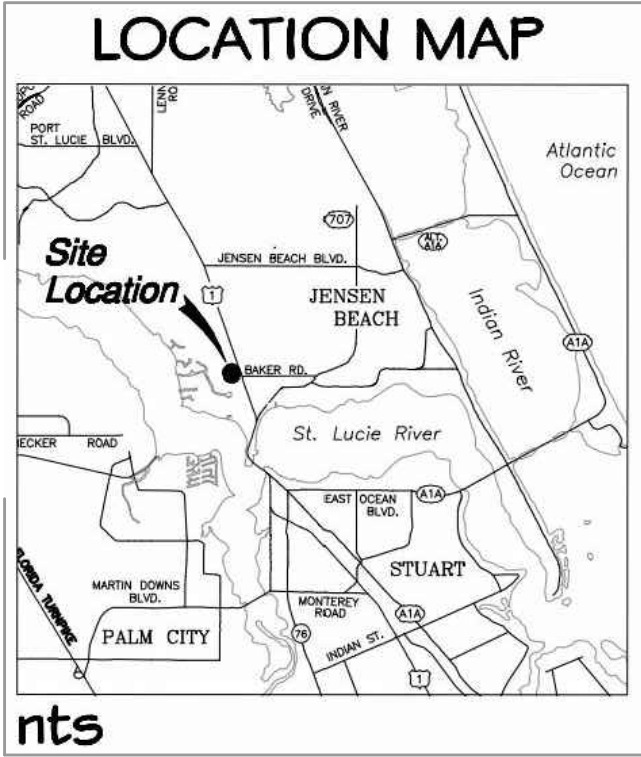
26. The project shall obtain certificates of occupancies for the hotel no later than December 28, 2019 (*Note: four years from date of Commission approval*).

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

PRESERVE
AREA

LEGEND

- PROPOSED ASPHALT
- CONCRETE WALK



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

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

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

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

REFER TO ARCHITECTURAL PLANS FOR ELEVATIONS AND FLOOR PLANS.

WYNNE COMMERCIAL
HILTON SUITES OF STUART
CITY OF STUART

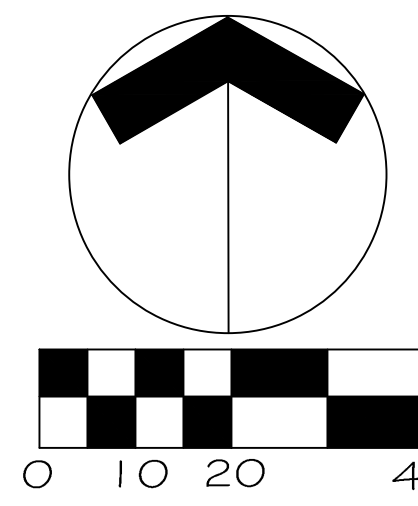
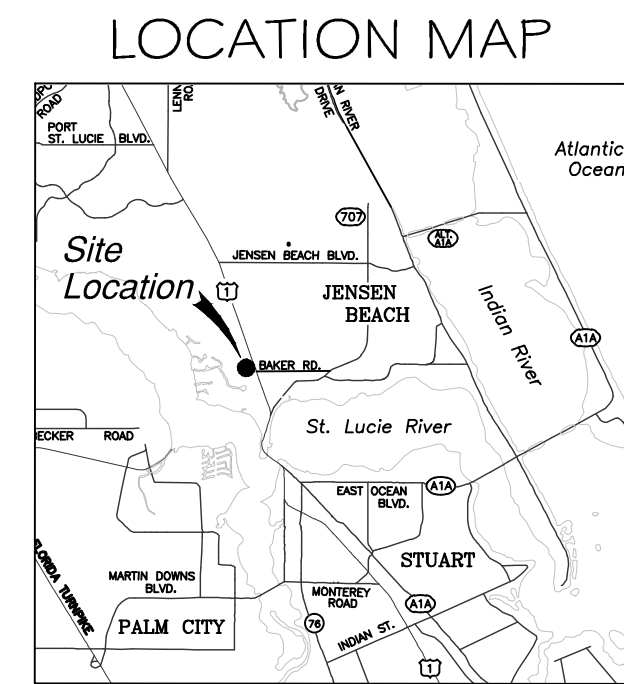
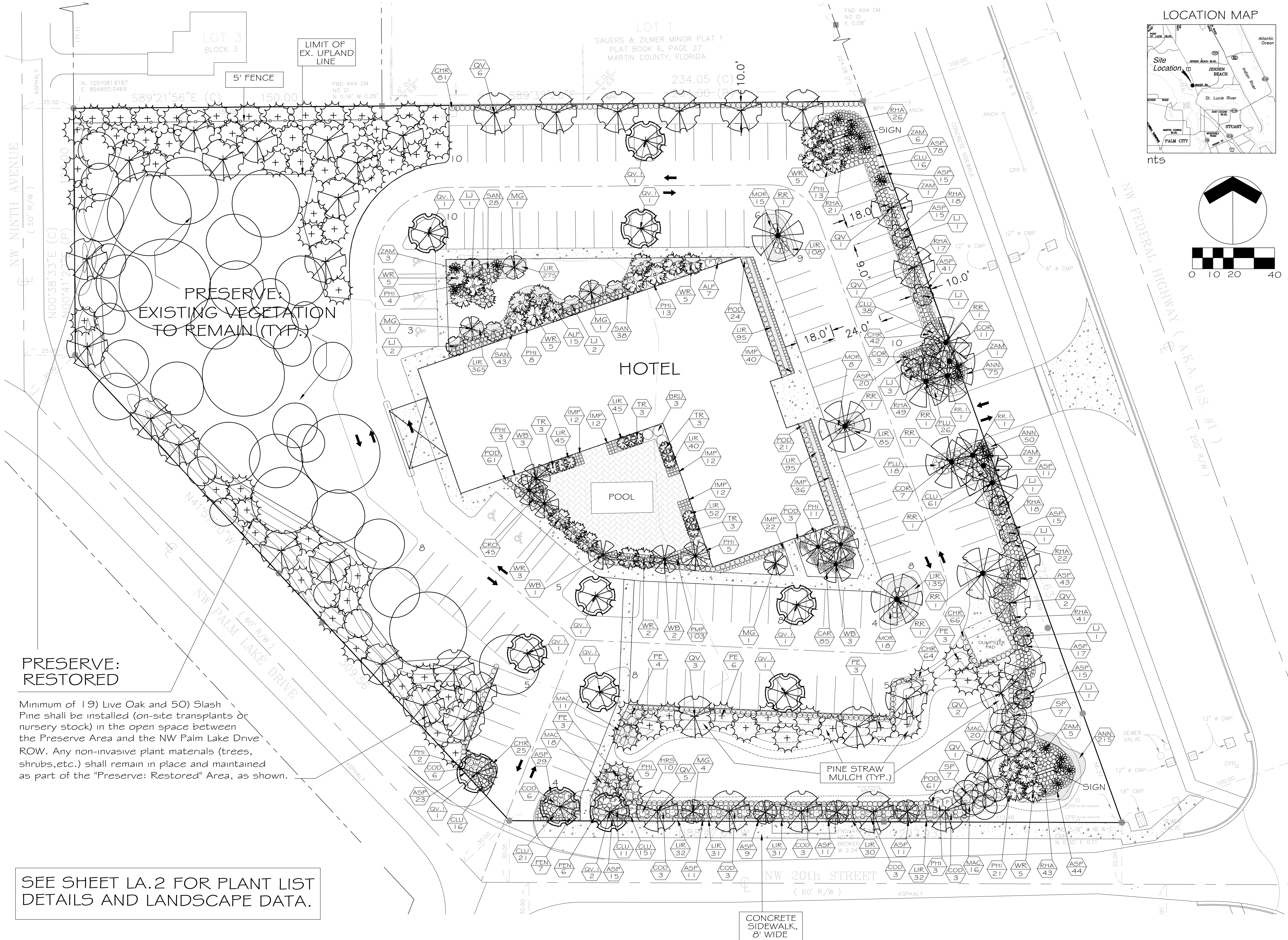
SITE PLAN

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

LEO GIANGRANDE, P.E.
License No: 66387

SP-1

Drawing Name: C:\Users\GEP_2\Dropbox\Hilton of Stuart\Design\Site Plan\Wynne Site Plan_GEP_2_2016.11.17.dwg Layout Name: SITEPLAN - Plotted by: GEP_2 - Date: 4/5/2017 - 1:02 PM - Holtz Consulting Engineers



LPLA

**Laurence L. Parr
Landscape Architect
235 Maplewood Drive
Clarksville, Tennessee 37042**

**931.378.5435
lpla1@bellsouth.net**

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

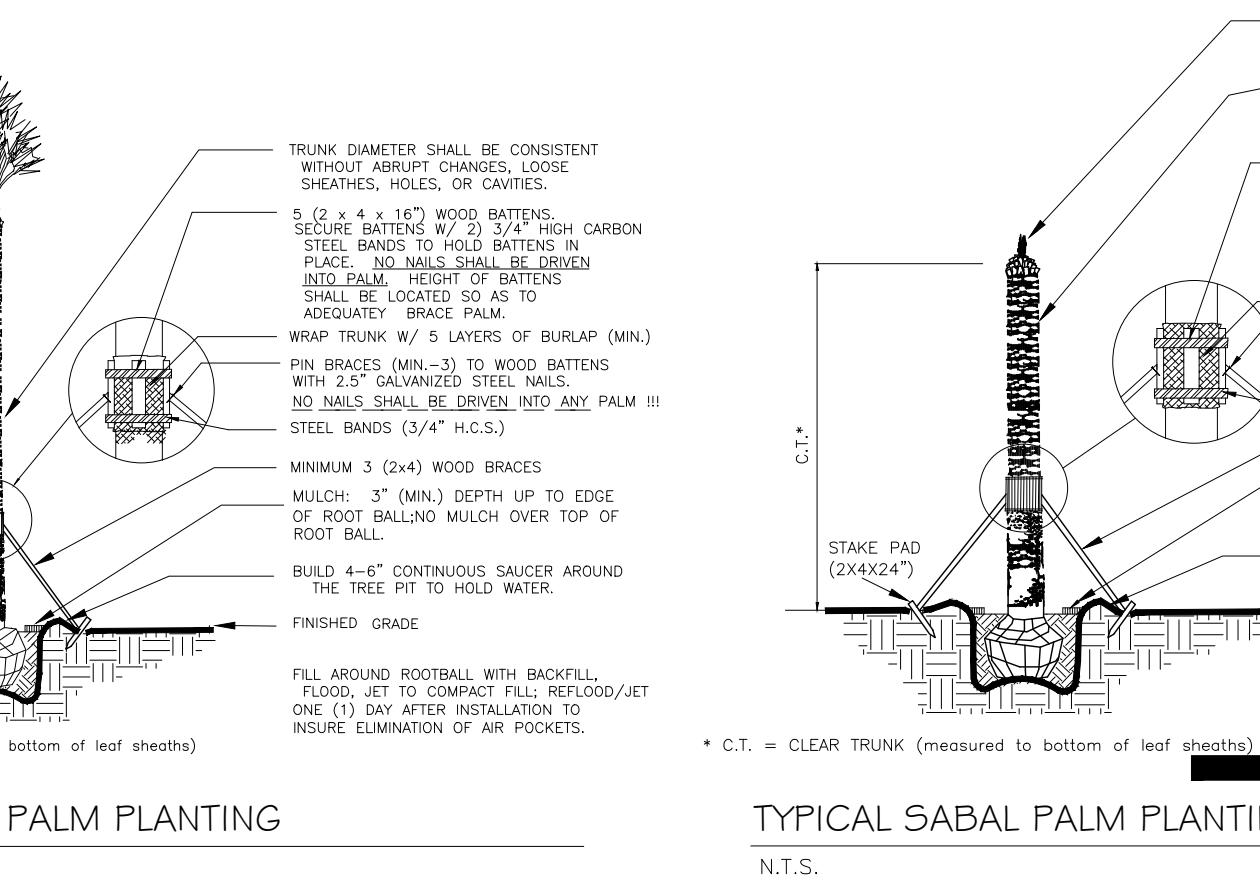
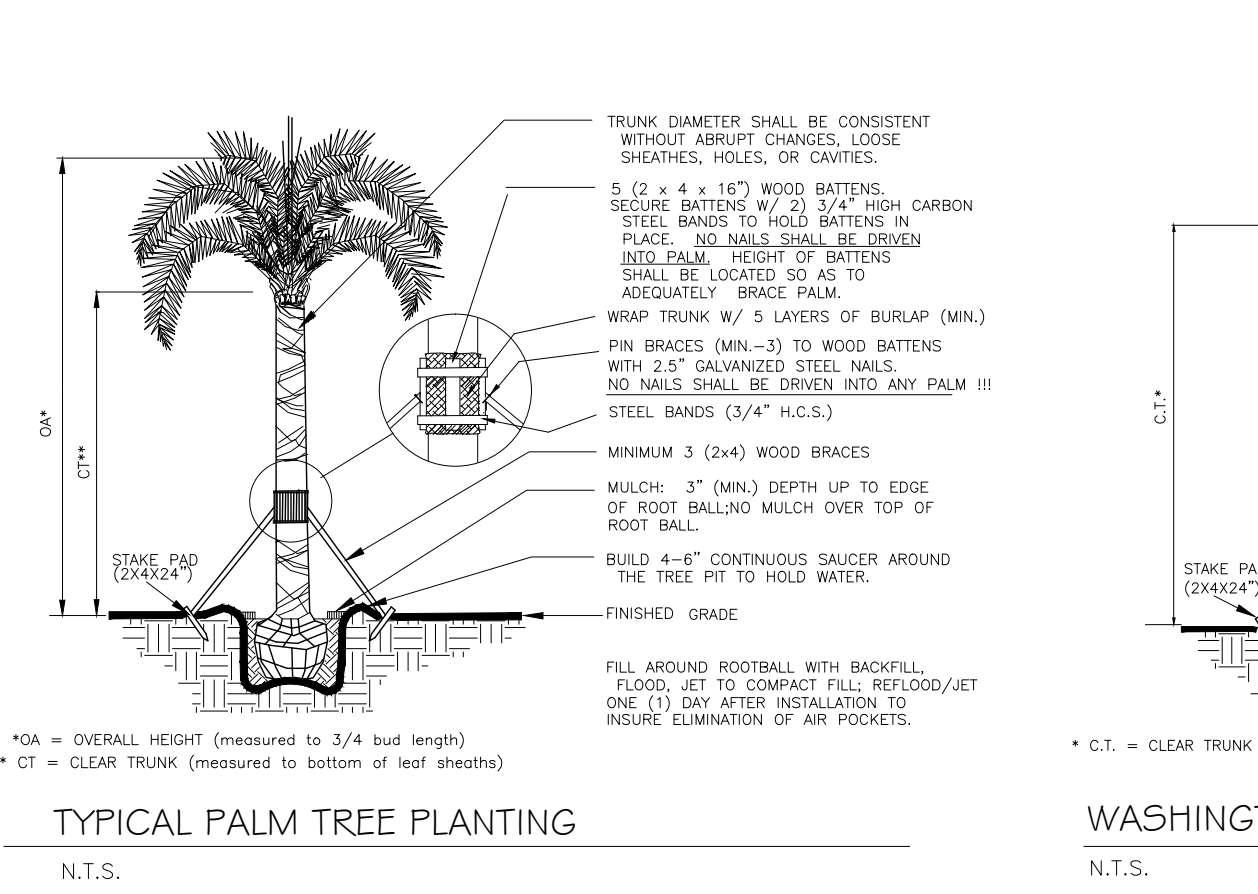
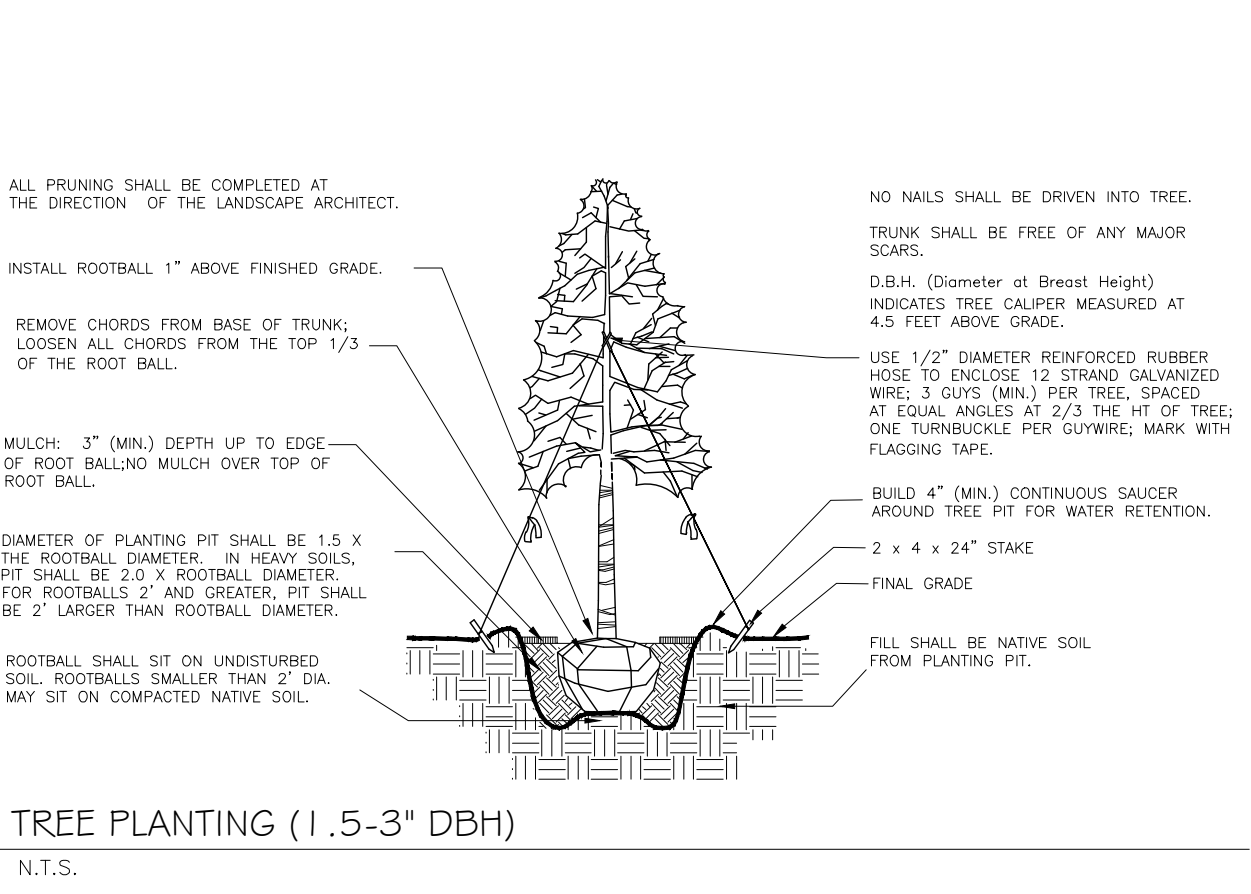
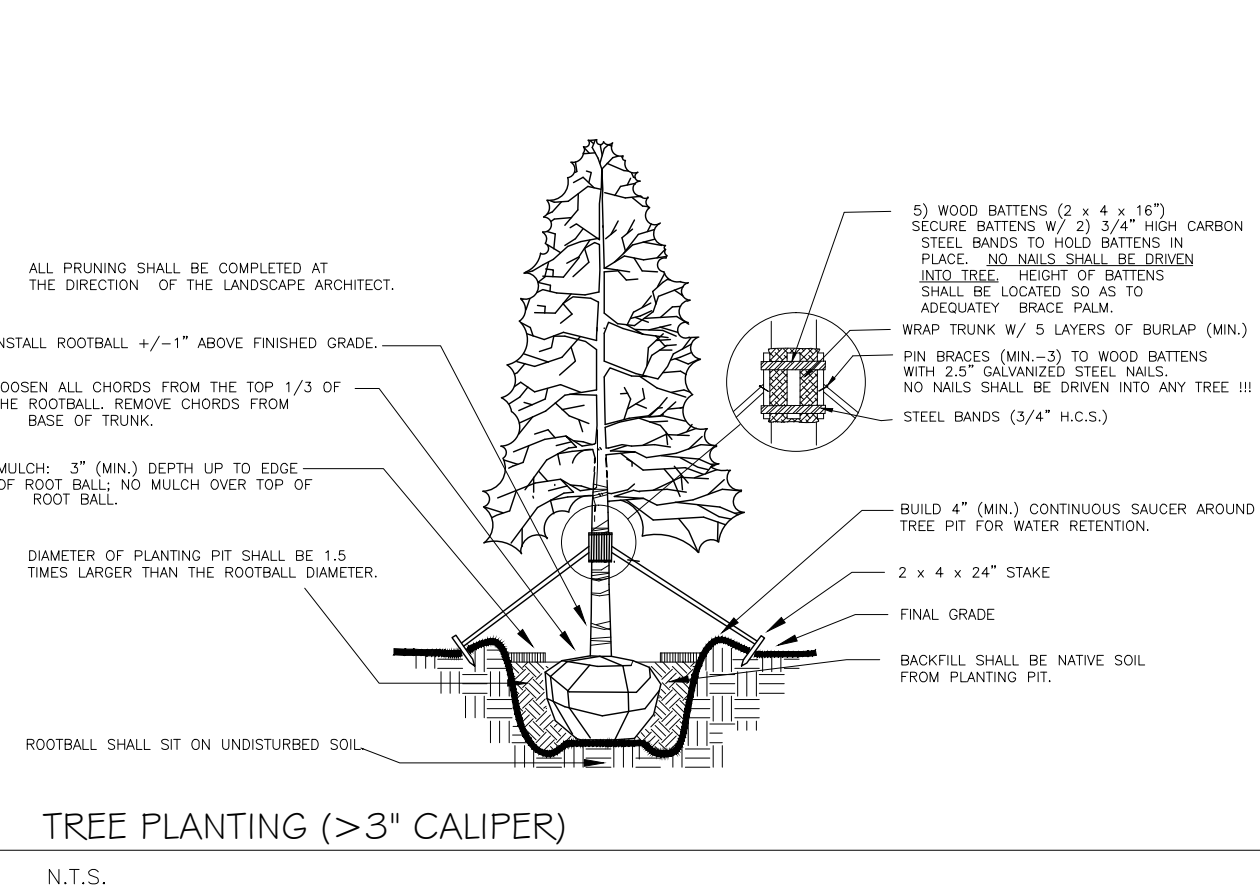
JOB#: 1518
DWN: L.P.
DATE: 8.11.15
REV: 8.27.15
12.29.16

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

SCALE: 1" = 20'-0"

PLANT LIST

SYM	QTY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
LJ	14	LIGUSTRUM JAPONICUM	GLOSSY PRIVET	TR.STD.;6' X 6';MULTI-TRNK;HVY;NO FUNGUS;B/B.
MG	8	MAGNOLIA GRANDIFLORA 'DD BLANCHARD'	MAGNOLIA VAR. "DD BLANCHARD"	1 6' x 6'; 3.5" DBH; FULL-TO-BASE; HVY.; B/B.
QV	21	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	1 4' x 5'; 3" DBH; SINGLE STRT. TRNK.; B/B.
QV. I	11	QUERCUS VIRGINIANA 'CATHEDRAL'	"CATHEDRAL" LIVE OAK	1 00 GAL: 1 6-1 8' X 8-1 0'; 5-6" CAL.; SNGL. STRT. TRNK.;HVY.
PE	21	PINUS ELLIOTTII 'DENSE'	SLASH PINE VAR. "DENSE"	1 2-1 4' HT.; HVY; STRT. TRNK.; FULL-TO BASE; B/B.
RR	8	ROYSTONEA REGIA	FLORIDA ROYAL PALM	1 4-1 6' GW; UNIFORM DBH; NO SCARS; FULL,HVY HD.;B/B.
RR. I	2	ROYSTONEA REGIA	FLORIDA ROYAL PALM	DBL: 1 4-1 6' GW; UNIFORM DBH; NO SCARS; FULL,HVY HD.;B/B.
SP	14	SABAL PALMETTO	CABBAGE PALM	1 0 -1 6' CT; HURRICANE CUT; ST'GG'R'D HDS.; B/B.
TR	12	THRINAX RADIATA	FLORIDA THATCH PALM	25-GAL; 6' HT.; FULL, HEAVY HEAD.
WB	9	WODYETIA BIFURCATA	FOXTAIL PALM	TRPL: 1 0-1 2' CT.;SMOOTH TRNKS.; FULL HDS.;B/B.
WR	30	WASHINGTONIA ROBUSTA	WASHINGTON PALM	1 0 -1 6' CT; ST'GG'R'D HDS.; B/B.
ALP	23	ALPINIA ZERUMBET # ALPINIA ZERUMBET 'VARIEGATA'	GREEN # VARIEGATED SHELL GINGER (EQ./EQ.)	3-GAL; 24" OA; AS SHOWN (A.S.)
BRU	3	BRUNFELSIA PAUCIFLORA	YESTERDAY, TODAY & TOMORROW	3-GAL; 24" OA; A.S.
CAR	85	CARISSA MACROCARPA 'EMERALD BLANKET'	"EMERALD BLANKET" CARISSA	3-GAL; 1 4-1 6" OA; A.S.
CHR	212	CHRYSOBALANUS ICACO 'RED TIP'	RED TIP COCOPLUM	3-GAL; 24" OA; A.S.
COD	26	CODIAEUM VARIEGATUM PICTUM 'PETRA'	"PETRA" CROTON	3-GAL; 24" OA; A.S.
COR	21	CORDYLINE FRUTICOSA 'RED SISTER'	"RED SISTER" TI PLANT	7-GAL; 3PPP (MIN.); 36-42" HT.; HVY; FULL; A.S.
CRO	45	CODIAEUM VARIEGATUM PICTUM 'MAMMEY'/STOPLIGHT'/GOLDUST'	"MAMMEY"/"STOPLIGHT"/"GOLDUST" CROTON (EQ./EQ./EQ.)	3-GAL; 24" OA; A.S. (15: EACH VARIETY; PLANT AT RANDOM)
HRS	10	HIBISCUS ROSA-SINENSIS 'DOUBLE ORANGE'	"DOUBLE ORANGE" HIBISCUS	1 5-GAL (MIN.); TR. STD.; 6' HT.; HVY; A.S.
MAC	65	NEPHROLEPIS FALCATA	MACHO FERN	3-GAL; 24" OA; A.S.
PEN	13	PENNISETUM SETACUM 'ALBA'	WHITE FOUNTAIN GRASS	3-GAL; 24" X 1 8"; A.S.
PHI	88	PHILODENDON BIPINNATIFIDUM	PHILODENDRON SELLOUM	3-GAL; 36" OA; A.S.
PLU	44	PLUMBAGO CAPENSIS 'IMPERIAL BLUE'	"IMPERIAL BLUE" PLUMBAGO	3-GAL; 24" X 1 8"; A.S.
POD	236	PODOCARPUS MACROCARPUS 'MAKI'	YEW PODOCARPUS	7-GAL; 36" X 1 4"; A.S.
RHA	255	RHAPHIOLEPIS INDICA	INDIAN HAWTHORNE	3-GAL; 1 5-1 8" OA; A.S.
ZAM	18	ZAMIA FURFURACEA	CARDBOARD PALM	25-GAL; 36" 48"; HEAVY; FULL;A.S.
ASP	423	ASPARAGUS DENSIFLORUS 'MYERSII'	FOXTAIL FERN	1 -GAL; 8" OA; HEAVY; FULL; 1 8" OC.
CLU	313	CLUSIA GUTTIFERA 'NANA'	DWARF SMALL-LEAF CLUSIA	3-GAL; 1 2-1 4" OA; A.S. (24" OC. MIN.)
IMP	146	IMPATIENS NEW GUINEA "HARMONY: RED/SALMON/PINK"	NEW GUINEA IMPATIENS: HARMONY VARIETIES-"RED"/"SALMON"/"PINK" (EQ/EQ/EQ)	1 -GAL; FULL; HEAVY; AS SHOWN (1 8" OC, TYP.).
LIR	1496	LIRIOPE MUSCARI 'EVERGREEN GIANT'	"EVERGREEN GIANT" LIRIOPE	1 -GAL; 1 2-1 5" HT.; FULL & THICK; 1 5" OC.
MOR	41	DIETES BICOLOR	YELLOW AFRICAN IRIS	3-GAL; 1 8-22" HT; HEAVY; FULL; A.S.
PMP	103	PODOCARPUS MACROPHYLLUS 'PRINGLES'	DWARF PODOCARPUS	3-GAL; FULL, HEAVY; AS SHOWN.
SAN	109	SANSEVIERIA TRIFASCIATA 'LAURENTII'	SNAKE PLANT VAR. "LAURENTII"	3-GAL; 1 8-30" HT; HEAVY; FULL; A.S.
ANN	340	ANNUAL COLOR	SEASONAL VARIETIES	4" CONT.; FULL W/ BLOSSOMS; 1 2" OC.
SOD	6,550 SF (+/-)	STENOTAPHRUM SECUNDATUM VAR. 'FLORITAM'	ST. AUGUSTINE SOD VAR. "FLORITAM"	SOLID SOD; DISEASE-FREE; LAID TIGHT W/ EVEN JOINTS.



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

Landscape Data

Total Area	3.02 Ac.
------------	----------

Trees required	53
----------------	----

(3.02 Ac x 43,560/2500 = 52.62 = 53

Trees supplied	88
----------------	----

Shade trees required	27
----------------------	----

(53 x 50% = 26.5 = 27)

Shade trees supplied	61
----------------------	----

Landscape area required	0.60 Ac.
-------------------------	----------

(3.02 x 20% = 0.60 Ac.,per 6.06.03,B.1.)

Landscape area supplied	1.14 Ac.
-------------------------	----------

Interior trees required	26
-------------------------	----

(0.60 x 50% = 0.30 Ac x 43,560/500 =

26.14 = 26 per 6.06.07, C.)

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

Perimeter trees required	20
--------------------------	----

(610LF/30LF = 20.33 = 20)

Perimeter trees supplied	29
--------------------------	----

Proposed Zoning	CPUD
Existing Use	Vacant

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

NOTES

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

LPLA

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

Baker Road Commons
US Hwy#1/NW 20th Street, Stuart, Florida
Landscape Plant List/Details

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

SCALE: no scale

Traffic Memorandum

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

Distribution: Joel Wynne, Larry Par
File

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

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

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

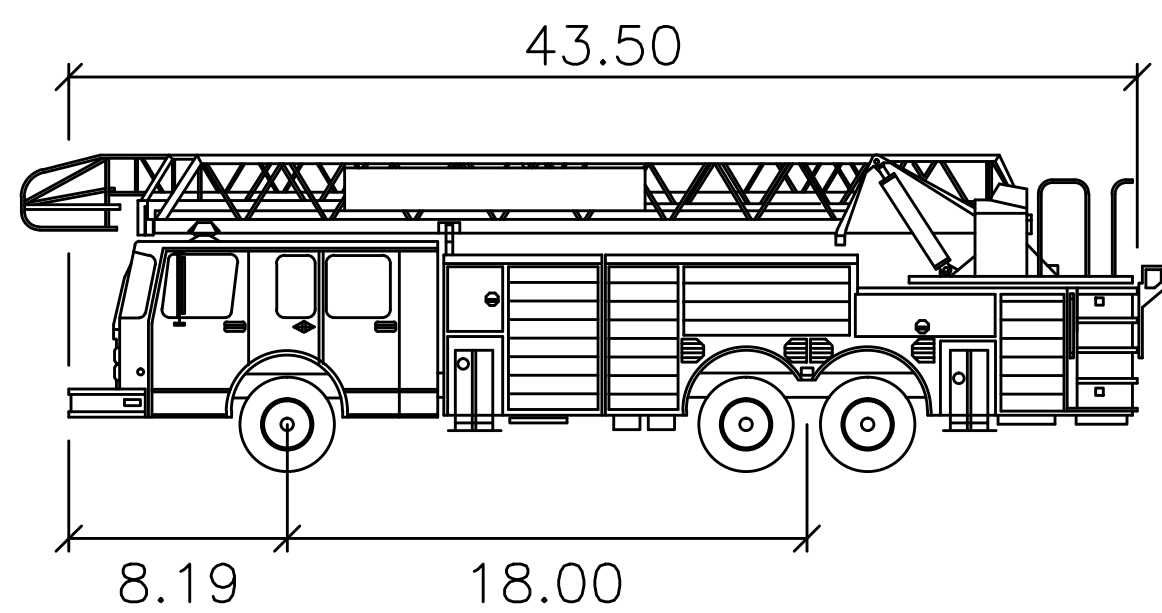
The revised trip generation provides a peak hour (PH) of 74 trips verses the 113 trips provided in the 2015 traffic report publication. The revised trip generation provides an Average Daily Trips (ADT) of 576 trips verses the 729 trips provided in the 2015 traffic report publication.

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

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

Martin County Fire Truck
Custom

Copyright (c) 2012, Transoft Solutions



Martin County Fire Truck

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

feet

[ft]

REFER TO ARCHITECTURAL PLANS FOR ELEVATIONS AND FLOOR PLANS.

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

WYNNE COMMERCIAL
HILTON SUITES OF STUART
CITY OF STUART

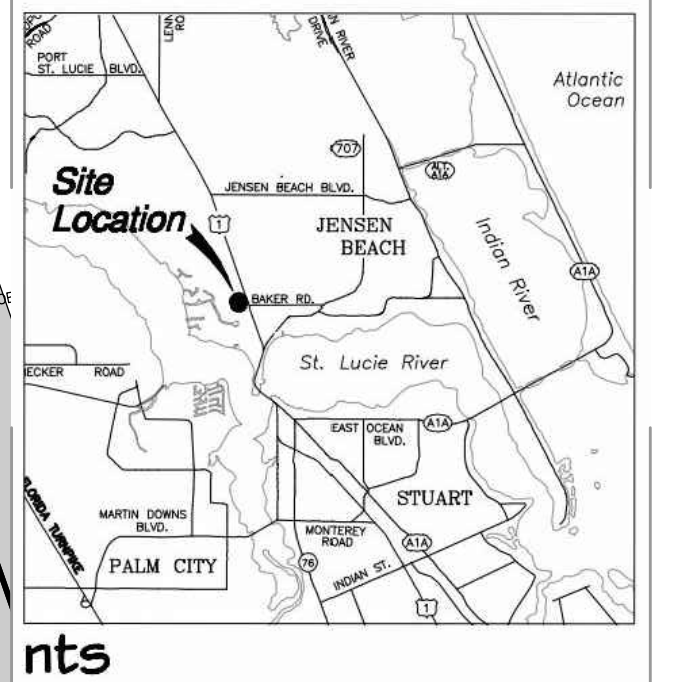
AUTOTURN EXHIBIT

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

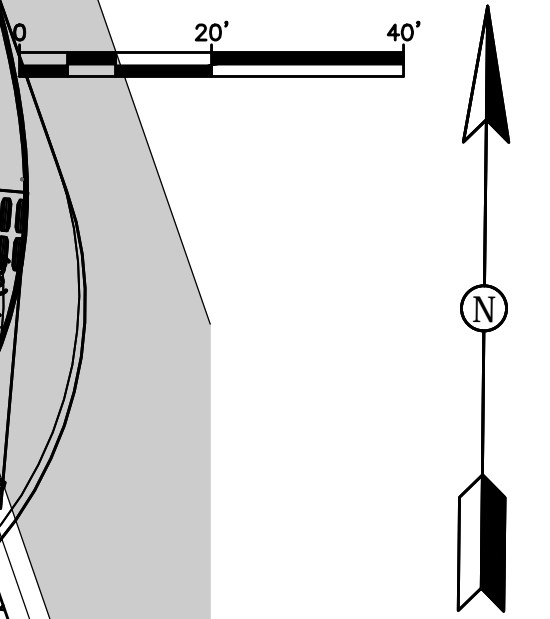
LEO GIANGRANDE, P.E.
License No: 66387

EX-1

LOCATION MAP



nts



VE

HOTEL

POOL

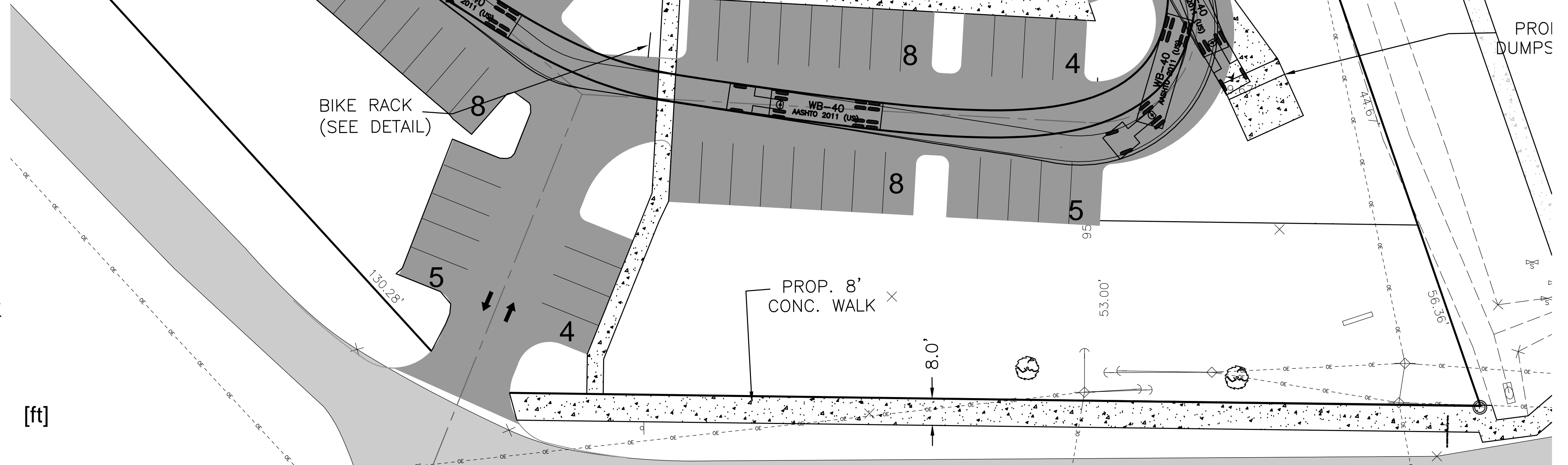
PROI
DUMPS

BIKE RACK
(SEE DETAIL)

PROP. 8'
CONC. WALK

PORTE
CHERE

75'



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

LEGAL DESCRIPTION:

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

NOTES:

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

LEGEND & ABBREVIATIONS

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

CERTIFIED TO:
WYNNE BUILDING CORPORATION

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

Date

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

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

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

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

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

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

January 5, 2016

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

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

Dear Mr. O'Neil,

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

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

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

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

Best regards,



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

General Information

(Please Print or Type)

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

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

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

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

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

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

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

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

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

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

4. Signed this 8 day of December, 2016.



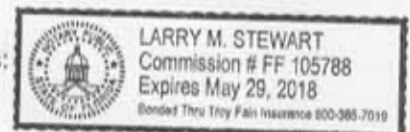
Signature of Property Owner, Lessee, Contract Purchaser or Applicant (circle one)

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



Notary Signature

Commission Expires:



MINUTES

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

LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD MEMBERS

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

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

CALL TO ORDER  **5:29 PM**

ANNUAL BOARD REORGANIZATION

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

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

 **5:30 PM Roll Call.**

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

Absent: Li Roberts

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

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

COMMENTS FROM THE BOARD MEMBERS: None

OTHER MATTERS BEFORE THE BOARD

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

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

PUBLIC COMMENT: None

BOARD COMMENT:

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

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

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

Ryan Strom asked for the outdoor lighting location and example.

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

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

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

Ryan Strom asked the definition of extended stay.

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

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

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

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



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

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

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

PUBLIC COMMENT: None

BOARD COMMENT:


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

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

Ryan Strom read Li Roberts comments: Substantial part of boundary; approximately 2.5% of perimeter is adjacent to city boundary, completely ignored the road as required or looked at it as 20% of eastern side of property ignoring the narrow access 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.

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

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

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

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

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



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

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

PRESENTATION: Stephen Mayer, Senior Planner

PUBLIC COMMENT: None

BOARD COMMENT: None



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

STAFF UPDATE: None

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

Bill Mathers, Chair

Michelle Vicat, Board Secretary

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

Meeting Date: 7/24/2017

Prepared by: T. O'Neil, Pinal Gandhi-Savdas

Title of Item:

Discussion of proposed language defining the term "Master Facilities Plan" and its application to future development of Martin Memorial Hospital's North campus.

Summary Explanation/Background Information on Agenda Request:

Over the past year, MMH leadership has met at length with individual commissioners, city staff, neighboring residents and others regarding an ambitious redevelopment plan for the hospital's North campus, including a new, 150 foot high (+/-) main building. Under the city's land development code (LDC), any future development exceeding 45 feet in height must be approved via a commission-approved "*Master Facilities Plan*" (MFP). Further, city code of ordinances prescribes that the MFP must be approved in the form of a "*Development Agreement*" as defined in Florida Statute Section 163.3220.

On 6/5/17, MMH submitted a proposed development agreement and MFP, however, due primarily to a lack of specificity in the LDC as to what should be contained in the MFP, staff and the hospital's planning representative, Steve Garrett with Lucido & Associates, were unable to reach full consensus on the plan's content. Accordingly, at its meeting of 6/26/17, the City Commission directed staff to prepare a draft definition of the term "*Master Facilities Plan*" and to bring the item back for discussion. After sharing an initial draft with MMH, a meeting was held on 7/17/17 to discuss the city's proposed definition. The discussion went well and agreement was reached on essentially all items. The version below depicts MMH's proposed edits to staff's initial language.

Master (Hospital) Facilities Plan shall mean a ten-year development agreement and plan, pursuant to 163.3220 through 163.3243, Florida Statutes, subject to the procedures and requirements of the Florida Local Government Development Agreement Act, including amendment or extension of the agreement by mutual consent of the parties. In addition to any requirements under Sections 163.3220 through 163.3243, Florida Statutes, the Master (Hospital) Facilities Plan components shall include one or more exhibits showing each of the following:

1. Existing site conditions;
2. A description of existing hospital programs;
3. A description of potential future hospital programs;
4. A depiction (illustrative perspective) of new buildings and additions to existing buildings including their approximate locations, area, setbacks and height;
5. A depiction of specific development criteria such as impervious/pervious ratios, setbacks, open space, building height and building coverage;
6. A scaled view-shed analysis consisting of "before and after" photos and/or cross-section graphics plan showing visual impacts on all surrounding properties;
7. Phasing of future development;
8. A timetable of development for each phase;
7. A demonstration or opinion letter that planned improvements are consistent with the City's Comprehensive Plan.

All provisions of the City's Land Development Code (LDC) not in conflict with the Master (Hospital) Facilities Plan shall apply to the agreement and plan, including a requirement that any new development cumulatively exceeding 50,000 square feet shall be approved at a public hearing in accordance with Section 11.01.01, "Major Development Plan" of the City Land Development Code.

Funding Source:

N/A

Recommended Action:

MMH advises that, given the long-range, multi-million dollar fund raising effort that will be necessary to implement the MFP, establishing a phasing plan and time tables for development is not feasible at this time. Staff acknowledges this point and feels comfortable recommending **approval of the MFP definition shown above, including MMH's edits.** (Note: If tonight's item is approved, staff anticipates bringing MMH's Development Agreement and MFP forward to the City Commission for public hearings on August 14 and 28, 2017.

ATTACHMENTS:

	Description	Upload Date	Type
▢	Code of Ord and LDC provisions regarding hospital development	7/17/2017	Backup Material
▢	Florida Statute Section 163.3220	7/17/2017	Backup Material

- **ARTICLE II. - DEVELOPMENT AGREEMENTS^[2]**

- **Sec. 32-25. - Authority.**

The city commission has the authority to adopt this article pursuant to F.S. §§ 163.3161 et seq. and 163.3220 et seq. The city commission hereby adopts the provisions of the Florida Local Government Development Agreement Act, F.S. § 163.3220 et seq.

(Code 1981, § 12-161; Code 1995, § 62-26)

- **Sec. 32-26. - Application.**

This article shall apply to all hospital land development in the city and to any development agreement entered into in the future.

(Code 1981, § 12-161; Code 1995, § 62-27; Ord. No. 1838, § 1, 4-8-2002)

- **Sec. 32-27. - Statement of intent and purpose.**

(a)

Consistency with comprehensive growth management plan. This article is intended to be consistent with the city comprehensive growth management plan.

(b)

Development agreement to ensure compliance with comprehensive growth management plan. The objective of this article is accomplished by authorizing development agreements to be entered into between a developer and the city pursuant to the terms of this article to ensure the adequacy of public roads and sound capital improvement planning, while providing certainty in the process of obtaining development approval and reducing the economic costs of development by providing greater regulatory certainty.

(c)

Minimum requirements. The provisions of this article in their interpretation and application are declared to be the minimum requirements necessary to accomplish the stated intent, purposes, and objectives of this article.

(Code 1981, § 12-162; Code 1995, § 62-28; Ord. No. 1838, § 1, 4-8-2002)



Sec. 2.02.04. TABLE 4

Public Service (P), Industrial (I), Hospital (H) and PUD Districts Uses	P	I	A-1	H	PSPUD	IPUD	MXPUD
Adult businesses (refer to supplemental standards in Section 2.06.11)		CU				A	
Automobile repair services, major and minor (refer to supplemental standards in Section 2.06.06)		P				A	A
Boat building, outdoors		P				A	
Boat storage, dry		P				A	A
Religious institutions	P				A		A
Governmental buildings	P	P			A	A	A
Cold storage		P				A	A
Commercial nursery or tree farm		P				A	A
Community centers	P				A		A
Community garden (refer to supplemental standards in Section 2.06.08)	P	P		P	A	A	A
Drycleaning plants		P				A	A
Farm equipment and supplies sales establishment, including open storage		P				A	A
Gasoline or other motor fuel stations, including tank farms		P				A	A
Golf course	A				A		A
Hospital (new hospital construction shall not exceed over 45 feet in height) 1				P			
Hospital auxiliary uses (within main hospital or freestanding building) 2				P			
Industrial, high-impact		P				A	A
Industrial, low-impact		P				A	A
Libraries	P				A		
Museums	P				A		A
Newspaper or publishing plants		P				A	A
Pain management clinics (refer to supplemental standards in Section 2.06.16)				CU			
Places of public assembly	P						
Planned industrial parks (refer to supplemental standards in Section 2.06.07)		P				A	A
Public facilities and services	P	P	P	P	A	A	A
Public parks	P	P	P	P	A	A	A
Public utilities ³	P	P	P	P	A	A	A
Radio and/or television broadcast stations	P				A		A
Railroad freight stations/terminals		P				A	A
Repair services		P				A	A
Retail, intensive and non-intensive		CU				A	A



Public Service (P), Industrial (I), Hospital (H) and PUD Districts Uses	P	I	A-1	H	PSPUD	IPUD	MXPUD
Schools – private, parochial at the elementary, junior high, or technical level	P				A		A
Shooting range, indoor (refer to supplemental standards in Section 2.06.16)		P				A	
Sign painting and/or sign manufacturing shops providing all storage and work is conducted in an enclosed building		P				A	A
Stealth telecommunications facilities in excess of 45 feet in height (refer to supplemental standards in Section 2.06.12)	CU	CU			A	A	A
Stealth telecommunications facilities which do not exceed 45 feet in height or which are constructed as part of an existing architectural feature or structure provided its total height does not exceed 120 percent of the height of the architectural feature or structure (refer to supplemental standards in Section 2.06.12)	P	P			A	A	A
Storage yards		P				A	A
Swimming pools	P				A		A
Telecommunication towers (refer to supplemental standards in Section 2.06.12)		CU				A	A
Telecommunications towers to be located on real property not owned by the City of Stuart (refer to supplemental standards in Section 2.06.12)	CU				A		A
Telecommunications towers to be located on real property owned by the City of Stuart by resolution of the City Commission (refer to supplemental standards in Section 2.06.12)	P				A		A
Truck terminals		P				A	A
Urban farm (refer to supplemental standards in Section 2.06.08)		P				A	A
Warehouse, general storage		P				A	A
Warehouse, mini-storage		P				A	A
Warehouse, wholesale or distribution		P				A	A

Footnotes:

P - Use Permitted By Right; subject to all other applicable requirements of the Code.

CU - Use Permitted as a Conditional Use by approval of a Major Conditional Use Approval through public hearing process

A - Allowed through city commission public hearing process

☐ Prohibited



1 - Contingent repeal and substitution authorized. At such time as a master facilities plan is adopted for the hospital district for hospital use and development, thereupon all portions of the land development regulations in conflict therewith shall be repealed and superseded by the said master facilities plan.

2 - e.g. radiology, anesthesiology, pathology and related uses and services, provided that such uses and services are offered by the hospital to the general public in the same manner as other hospital uses and services.

3 - Refer to Section 6.02.00. Utilities.



TABLE 7 – PUBLIC SERVICE, INDUSTRIAL AND HOSPITAL AREA, IMPERVIOUS SURFACE COVERAGE, SETBACK AND HEIGHT REQUIREMENTS

<i>Standard</i>	<i>Public Service</i>	<i>Industrial</i>	<i>Hospital</i>
Minimum zoning lot size: Min. lot area (square feet) Min. lot width	None	15,000 100'	None
Maximum Impervious Surface Coverage	65%	65%	Not Provided
Building Setback (Minimum Yards): Min. front Min. side Min. rear	25' 15' 25'	Not Provided	25' 15' 25' ¹
Maximum Building Height	45'	45'	45' ¹
Maximum Number of Stories	4	4	4

Footnotes:

1. This provision is subject to amendment at such time as a master facilities plan is adopted for the hospital district for hospital use and development, thereupon all portions of the land development regulations in conflict therewith shall be repealed and superseded by the said master facilities plan.

Sec. 2.04.02. Supplemental area requirements

A. Minimum width and area of lots.

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 or 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.

163.3220 Short title; legislative intent.--

(1) Sections 163.3220-163.3243 may be cited as the "Florida Local Government Development Agreement Act."

(2) The Legislature finds and declares that:

(a) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning.

(b) Assurance to a developer that upon receipt of his or her development permit or brownfield designation he or she may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development.

(3) In conformity with, in furtherance of, and to implement the Local Government Comprehensive Planning and Land Development Regulation Act and the Florida State Comprehensive Planning Act of 1972, it is the intent of the Legislature to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

(4) This intent is effected by authorizing local governments to enter into development agreements with developers, subject to the procedures and requirements of ss. 163.3220-163.3243.

(5) Sections 163.3220-163.3243 shall be regarded as supplemental and additional to the powers conferred upon local governments by other laws and shall not be regarded as in derogation of any powers now existing.

163.3221 Florida Local Government Development Agreement Act; definitions.--As used in ss. 163.3220-163.3243:

(1) "Brownfield designation" means a resolution adopted by a local government pursuant to the Brownfields Redevelopment Act, ss. 376.77-376.85.

(2) "Comprehensive plan" means a plan adopted pursuant to the "Local Government Comprehensive Planning and Land Development Regulation Act."

(3) "Developer" means any person, including a governmental agency, undertaking any development.

(4) "Development" means the carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.

(a) The following activities or uses shall be taken for the purposes of this act to involve "development":

1. A reconstruction, alteration of the size, or material change in the external appearance of a structure on land.
2. A change in the intensity of use of land, such as an increase in the number of dwelling units in a structure or on land or a material increase in the number of businesses, manufacturing establishments, offices, or dwelling units in a structure or on land.
3. Alteration of a shore or bank of a seacoast, river, stream, lake, pond, or canal, including any "coastal construction" as defined in s. 161.021.
4. Commencement of drilling, except to obtain soil samples, mining, or excavation on a parcel of land.
5. Demolition of a structure.
6. Clearing of land as an adjunct of construction.
7. Deposit of refuse, solid or liquid waste, or fill on a parcel of land.

(b) The following operations or uses shall not be taken for the purpose of this act to involve "development":

1. Work by a highway or road agency or railroad company for the maintenance or improvement of a road or railroad track, if the work is carried out on land within the boundaries of the right-of-way.
2. Work by any utility and other persons engaged in the distribution or transmission of gas or water, for the purpose of inspecting, repairing, renewing, or constructing on established rights-of-way any sewers, mains, pipes, cables, utility tunnels, power lines, towers, poles, tracks, or the like.
3. Work for the maintenance, renewal, improvement, or alteration of any structure, if the work affects only the interior or the color of the structure or the decoration of the exterior of the structure.
4. The use of any structure or land devoted to dwelling uses for any purpose customarily incidental to enjoyment of the dwelling.
5. The use of any land for the purpose of growing plants, crops, trees, and other agricultural or forestry products; raising livestock; or for other agricultural purposes.
6. A change in use of land or structure from a use within a class specified in an ordinance or rule to another use in the same class.
7. A change in the ownership or form of ownership of any parcel or structure.
8. The creation or termination of rights of access, riparian rights, easements, covenants concerning development of land, or other rights in land.

(c) "Development," as designated in an ordinance, rule, or development permit includes all other development customarily associated with it unless otherwise specified. When appropriate to the context, "development" refers to the act of developing or to the result of development. Reference to any specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this subsection.

(5) "Development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

- (6) "Governing body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of local government, however designated.
- (7) "Land" means the earth, water, and air, above, below, or on the surface, and includes any improvements or structures customarily regarded as land.
- (8) "Land development regulations" means ordinances enacted by governing bodies for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of land.
- (9) "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of land.
- (10) "Local government" means any county or municipality or any special district or local governmental entity established pursuant to law which exercises regulatory authority over, and grants development permits for, land development.
- (11) "Local planning agency" means the agency designated to prepare a comprehensive plan or plan amendment pursuant to the "Florida Local Government Comprehensive Planning and Land Development Regulation Act."
- (12) "Person" means any individual, corporation, business or land trust, estate, trust, partnership, association, two or more persons having a joint or common interest, state agency, or any legal entity.
- (13) "Public facilities" means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health systems and facilities.
- (14) "State land planning agency" means the Department of Community Affairs.
- History.**--s. 20, ch. 86-191; s. 4, ch. 92-129; s. 9, ch. 99-378.

163.3223 Applicability.--Any local government may, by ordinance, establish procedures and requirements, as provided in ss. 163.3220-163.3243, to consider and enter into a development agreement with any person having a legal or equitable interest in real property located within its jurisdiction.

History.--s. 21, ch. 86-191.

163.3225 Public hearings.--

- (1) Before entering into, amending, or revoking a development agreement, a local government shall conduct at least two public hearings. At the option of the governing body, one of the public hearings may be held by the local planning agency.
- (2)(a) Notice of intent to consider a development agreement shall be advertised approximately 7 days before each public hearing in a newspaper of general circulation and readership in the county where the local government is located. Notice of intent to consider a development agreement shall also be mailed to all affected property owners before the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.
- (b) The notice shall specify the location of the land subject to the development agreement, the development uses proposed on the property, the proposed population

densities, and the proposed building intensities and height and shall specify a place where a copy of the proposed agreement can be obtained.

History.--s. 22, ch. 86-191.

163.3227 Requirements of a development agreement.--

(1) A development agreement shall include the following:

(a) A legal description of the land subject to the agreement, and the names of its legal and equitable owners;

(b) The duration of the agreement;

(c) The development uses permitted on the land, including population densities, and building intensities and height;

(d) A description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development;

(e) A description of any reservation or dedication of land for public purposes;

(f) A description of all local development permits approved or needed to be approved for the development of the land;

(g) A finding that the development permitted or proposed is consistent with the local government's comprehensive plan and land development regulations;

(h) A description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens; and

(i) A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

(2) A development agreement may provide that the entire development or any phase thereof be commenced or completed within a specific period of time.

History.--s. 23, ch. 86-191; s. 31, ch. 91-45.

163.3229 Duration of a development agreement and relationship to local comprehensive plan.--The duration of a development agreement shall not exceed 20 years. It may be extended by mutual consent of the governing body and the developer, subject to a public hearing in accordance with s. 163.3225. No development agreement shall be effective or be implemented by a local government unless the local government's comprehensive plan and plan amendments implementing or related to the agreement are found in compliance by the state land planning agency in accordance with s. 163.3184, s. 163.3187, or s. 163.3189.

History.--s. 24, ch. 86-191; s. 32, ch. 91-45; s. 11, ch. 92-129; s. 5, ch. 2007-204.

163.3231 Consistency with the comprehensive plan and land development regulations.--A development agreement and authorized development shall be consistent with the local government's comprehensive plan and land development regulations.

History.--s. 25, ch. 86-191.

163.3233 Local laws and policies governing a development agreement.--

(1) The local government's laws and policies governing the development of the land at the time of the execution of the development agreement shall govern the development of the land for the duration of the development agreement.

(2) A local government may apply subsequently adopted laws and policies to a development that is subject to a development agreement only if the local government has held a public hearing and determined:

(a) They are not in conflict with the laws and policies governing the development agreement and do not prevent development of the land uses, intensities, or densities in the development agreement;

(b) They are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to a development agreement;

(c) They are specifically anticipated and provided for in the development agreement;

(d) The local government demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of the development agreement; or

(e) The development agreement is based on substantially inaccurate information supplied by the developer.

(3) This section does not abrogate any rights that may vest pursuant to common law.

History.--s. 26, ch. 86-191.

163.3235 Periodic review of a development agreement.--A local government shall review land subject to a development agreement at least once every 12 months to determine if there has been demonstrated good faith compliance with the terms of the development agreement. For each annual review conducted during years 6 through 10 of a development agreement, the review shall be incorporated into a written report which shall be submitted to the parties to the agreement and the state land planning agency. The state land planning agency shall adopt rules regarding the contents of the report, provided that the report shall be limited to the information sufficient to determine the extent to which the parties are proceeding in good faith to comply with the terms of the development agreement. If the local government finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of the development agreement, the agreement may be revoked or modified by the local government.

History.--s. 27, ch. 86-191; s. 12, ch. 92-129.

163.3237 Amendment or cancellation of a development agreement.--A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest.

History.--s. 28, ch. 86-191.

163.3239 Recording and effectiveness of a development agreement.--Within 14 days after a local government enters into a development agreement, the local government shall record the agreement with the clerk of the circuit court in the county where the local government is located. A copy of the recorded development agreement shall be submitted to the state land planning agency within 14 days after the agreement is recorded. A development agreement shall not be effective until it is properly recorded in the public records of the county and until 30 days after having been received by the state land

planning agency pursuant to this section. The burdens of the development agreement shall be binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.

History.--s. 29, ch. 86-191; s. 13, ch. 92-129.

163.3241 Modification or revocation of a development agreement to comply with subsequently enacted state and federal law.--If state or federal laws are enacted after the execution of a development agreement which are applicable to and preclude the parties' compliance with the terms of a development agreement, such agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws.

History.--s. 30, ch. 86-191.

163.3243 Enforcement.--Any party, any aggrieved or adversely affected person as defined in s. 163.3215(2), or the state land planning agency may file an action for injunctive relief in the circuit court where the local government is located to enforce the terms of a development agreement or to challenge compliance of the agreement with the provisions of ss. 163.3220-163.3243.