



City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

OCTOBER 23, 2023

AT 5:30 PM

COMMISSION CHAMBERS

121 SW FLAGLER AVE.

STUART, FLORIDA 34994

CITY COMMISSION

Mayor Troy McDonald

Vice Mayor Becky Bruner

Commissioner Eula R. Clarke

Commissioner Christopher Collins

Commissioner Campbell Rich

ADMINISTRATIVE

City Manager, Michael J. Mortell

City Attorney, Lee J. Baggett

City Clerk, Mary R. Kindel

Agenda items are available on our website at <http://www.cityofstuart.us>
Phone: (772) 288-5306. Fax: (772) 288-5305. E-mail: mkindel@ci.stuart.fl.us

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

If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

(RC) next to an item denotes there is a City Code requirement for a Roll Call vote.

(QJ) next to an item denotes that it is a quasi-judicial matter or public hearing.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

CONSENT CALENDAR

1. APPROVAL OF 10/09/2023 CCM MINUTES (RC)
2. AUTHORIZING THE ASSIGNMENT OF AMENDED LEASE TO SUNSET BAY OWNER, LLC (RC):

RESOLUTION No. 82-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE ASSIGNMENT OF THE AMENDED LEASE AGREEMENT PREVIOUSLY ENTERED INTO BETWEEN THE CITY OF STUART AND SUNSET BAY MARINA AND ANCHORAGE, LLC FOR LEASE OF THE PROPERTY AT 615 N.W. ANCHORAGE WAY TO SUNSET BAY OWNER, LLC FOR THE BALANCE OF THE LEASE TERM; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

3. AUTHORIZING HAZARD MITIGATION GRANT PROGRAM APPLICATION, EXECUTION OF AGREEMENT & MINOR MODIFICATIONS (RC):

RESOLUTION No. 106-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE UTILITIES AND ENGINEERING DEPARTMENT TO SUBMIT A FEMA HAZARD MITIGATION GRANT PROGRAM APPLICATION FOR LIFT STATION GENERATORS; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

4. AUTHORIZATION TO ALLOW ASHLEY CAPITAL TO ACCESS THE OLD LANDFILL TO EVALUATE PROPERTY (RC):

RESOLUTION No. 107-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING CITY STAFF TO ENTER INTO A DUE DILIGENCE INVESTIGATION RELATED TO CONVERTING THE OLD CITY LANDFILL PROPERTY INTO A BROWNFIELD REUSE PROJECT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

5. AUTHORIZATION TO NEGOTIATE A LEASE A PORTION OF THE OLD CITY LANDFILL (RC):

RESOLUTION No. 108-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY TO ENTER INTO NEGOTIATION TO LEASE A PORTION OF THE OLD CITY LANDFILL PROPERTY TO CUSTOM AUTO CENTER; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

6. KIWANIS EQUIPMENT AND MATCHING GRANT (RC):

RESOLUTION No. 109-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, DECLARING CERTAIN PLAYGROUND EQUIPMENT CURRENTLY LOCATED AT KIWANIS PARK AS SURPLUS AND GIVING THE PROPERTY TO KIWANIS AT NO COST; FURTHER AUTHORIZING THE CITY MANAGER TO PROVIDE A MATCHING GRANT TO KIWANIS FOR NEW SIGNS AT THE PARK; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

7. US-1/FEDERAL HIGHWAY STREET TREE MASTER PLAN/PROGRAM AND LAND DEVELOPMENT CODE AMENDMENTS (RC):

ORDINANCE No. 2520-2023; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING AND RESTATING THE CITY'S LAND DEVELOPMENT CODE; MORE SPECIFICALLY AMENDING SECTION 2.04.06 ENTITLED "SUPPLEMENTAL BUILDING SETBACKS ON CERTAIN STREETS" IN CHAPTER II AND SECTION 3.01.03 ENTITLED "URBAN STANDARDS AND REGULATIONS FOR DESIGNATED URBAN SUBDISTRICTS" IN CHAPTER III; AMENDING SECTION 11.01.03 ENTITLED "MINOR DEVELOPMENT PLAN APPLICATION" IN CHAPTER XI; AND CHAPTER XII DEFINITIONS OF THE CITY OF STUART LAND DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

8. UPDATE REGARDING CITY HALL, WELLS FARGO AND POSSIBLE STATION LOCATIONS

ADJOURNMENT

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.

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.

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.

INVOCATION: Any invocation that may be offered at the opening of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 10/23/2023

Prepared by: Nina Mullin

Title of Item:

APPROVAL OF 10/09/2023 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Item.

ATTACHMENTS:

1. 10/09/2023 CCM Minutes

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
OCTOBER 9, 2023
AT 4:00 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Troy McDonald
Vice Mayor Becky Bruner
Commissioner Eula R. Clarke
Commissioner Christopher Collins
Commissioner Campbell Rich

ADMINISTRATIVE

City Manager, Michael J. Mortell
City Attorney, Lee J. Baggett
City Clerk, Mary R. Kindel

ROLL CALL

4:00 PM

PRESENT: Mayor McDonald, Vice Mayor Bruner, Commissioner Clarke, Commissioner Collins, Commissioner Rich

Interim City Attorney Paul Nicoletti opened the meeting and Lee Baggett, new hire City Attorney proceeded as Attorney after sworn in with an Oath of Office at 4:46 p.m.

INVOCATION

Pastor Dr. Darrell Orman of First Baptist Church led the Commission and the audience in the Invocation.

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - NEW DAY DANCE ACADEMY PERFORMANCE

Members of New Day Dance Academy briefly shared information about their dance studio and gave two tickets to their Christmas Show away to members of the audience, then performed a lovely dance.

PROCLAMATIONS

2. HONORING STUDENT WITH PRESIDENT'S VOLUNTEER SERVICE AWARD

Student, Ashleigh Polhemus, proudly accepted the Proclamation and was greeted by

supporters who presented her with the President's Service Medallion and Presidential Service Award. The Commission joined her for a group photo.

3. HELPING PEOPLE SUCCEED - NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH (NDEAM) (OCTOBER 2023)

Suzanne Hutcheson, President and CEO of Helping People Succeed, and Board Member, Tom Campenni, accepted the Proclamation and thanked the Commission. She explained her goal for Helping People Succeed with a brief story from her life being an Army child.

4. DOMESTIC VIOLENCE AWARENESS MONTH (OCTOBER 2023)

Safe Space CEO, Jennifer Fox, Board Member, Bryan Gardner, and a staff member accepted the Proclamation and thanked the Commission for recognizing this month, stating it is a local problem and their services are provided to almost 900 adults and children along the Treasure Coast; announced the various programs they offer and the upcoming Annual Walk a Mile in Her Shoes event.

5. FIRE PREVENTION WEEK (OCTOBER 8-14, 2023)

John Huneycutt, Stuart Fire Department, Chief of Operations, proudly accepted the Proclamation and reported on the various safety programs they have in place and promoted throughout this awareness month.

6. E-WASTE DAY (OCTOBER 14, 2023)

Anya Gupta, Youth Environmental activist and author, accepted the Proclamation and explained her purpose to educate and preserve the environment for generations to come.

7. FLORIDA CITY GOVERNMENT WEEK (OCTOBER 16-22, 2023)

City of Stuart's City Clerk, Mary Kindel, and Communications & Digital Marketing Manager, Misti Guertin, accepted the Proclamation, noting what the City has done to celebrate Florida City Government Week and announced the scheduled plans for this year's week-long event.

8. LIGHTS ON AFTERSCHOOL DAY (OCTOBER 26, 2023)

DarMonique Butler, Community Services Recreation Division, accepted the Proclamation along with a few students from the 10th Street Civic Center, and thanked the board for recognizing the job they do.

9. HOSPICE AND PALLIATIVE CARE MONTH (NOVEMBER 2023)

Craig Perry and Shannon Cooper, Vice President of Quality and Education of Hospice, accepted the Proclamation and commented on her experience working and serving the community.

PRESENTATIONS

10. OATH OF OFFICE FOR CITY ATTORNEY LEE J. BAGGETT

4:46 PM

Interim City Attorney, Paul Nicoletti invited Mr. Lee Baggett's family to the front of the room to surround him while he took his Oath as City Attorney. Mr. Baggett briefly commented

that he is honored, thanked the Commission for hiring him and looks forward to bringing his municipal experience to the City of Stuart.

11. SERVICE AWARDS - OCTOBER 2023

Derek Ortado	Police	20 years (Not present)
Michael Mortell	City Manager	10 years
Alicia King	Building/Permitting	5 years
Matthew Cawley	Fire Rescue	5 years

12. LOSOM UPDATE

Ben Hogarth, City of Stuart Public Affairs Liaison, provided a brief update, stated the lake is currently at 16.1 feet, provided estimated projection that the lake will be at 6 1/2 feet by the end of the rain season. Commented on a presentation by the Rivers Coalition and encouraged future conversations with the Corp.

Brief Commission questions and discussion included the capacity being raised, how discharges have not occurred the past three (3) years, the importance of the Rivers Coalition and the contributions they provide, and the legislative delegation. They thanked Ben Hogarth for keeping them informed.

COMMENTS BY CITY COMMISSIONERS

Commissioner Rich

- Commented on information he recently learned while attending a Treasure Coast Council of Local Government (TCCLG) meeting on clean waterways and stormwater, stated the stormwater rules in the state of Florida have not been updated for twenty (20) years. Noted the model is out of date in regard to precipitation, the group discussed and feels this is the #1 legislative priority to concentrate on. Could create the statewide coalition and will be requesting policies and procedure for monitoring and enforcement. Quoted statewide stormwater rule 62-330, adopted in April of 2023, needs to be ratified. Plans to meet with Mr. Hogarth on this.
- Commented on the problems with the PACE Program.

Commissioner Collins

- Questioned whether the Pace Program should be a future presentation and discussion; information will be distributed to Commissioners per Ben Hogarth.
- Commented that City Manager, Mike Mortell's birthday is in two (2) days and asked Tom Campenni to sing "Happy Birthday" to him.

Commissioner Clarke

- Commented on the tram that was on display out front of City Hall before the meeting with it's new wrap design, thanked the drivers and all involved.
- Congratulated the youth in the community, happy to see so many youth's attending the meeting today. Now that Commissioners have four (4) year terms, would like to see a Youth City Council.
- Announced October happenings: Sandy Thurlow at the Civic Center (Flagler Center) will

speaking on Stuart's history, October is Indigenous People's Month (Columbus Day) and would like to see a Proclamation for it in the future, Oct. 11th is a Breaking Bread event from 12 noon to 1:30 PM to learn about and understand each other and be more neighborly, Oct. 12th is the Boys and Girls Club Town Hall Meeting to present information on their programs, Oct. 13th is a movie called "The Burial" in Memorial Park, depicting the life of Willie Gary, local resident and Attorney, Oct. 14th is a 5K and 10K Walk for NAACP and Oct. 19th will be Soroptomist Girls Night Out. Hope everyone will visit the Possum Long Nature Trail.

- Welcomed Mr. Baggett.

Mayor McDonald

- Announced that last week was legislative delegation and he presented a request for appropriations on behalf of the City.
- Requested to pull Item #20 from the Consent Calendar for discussion.

COMMENTS BY CITY MANAGER

City Manager Mortell

- Commented on the tram wrapping and looks forward to more being done.
- Announced that there is a Craft Show in downtown this weekend.
- Commented on Commissioner Rich's comment pertaining to baffle boxes and noted that the City stays on top of cleaning them and making sure they are functioning on a regular basis.
- Request to remove Agenda Items #14 and #22; may be brought back in the future.

APPROVAL OF AGENDA

5:25 PM MOTION: Approval of the agenda removing Item's #14 and 22 and pulling Item #20 from the Consent Agenda.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

None.

CONSENT CALENDAR

13. APPROVAL OF 09/25/2023 CCM MINUTES AND 09/25/2023 SCM FINAL BUDGET MINUTES (RC)

****REMOVED ITEM #14****

14. AWARD OF ITB #2023-109: CITY OF STUART VETERANS MEMORIAL PARK PHASE 4 AMPHITHEATRE (RC):

RESOLUTION No. 83-2023; A RESOLUTION OF THE CITY COMMISSION OF

THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2023-109, CITY OF STUART VETERANS MEMORIAL PARK PHASE -4 AMPHITHEATRE TO THE LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$2,077,700.00 TO DI POMPEO CONSTRUCTION CORPORATION OF POMPANO BEACH, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

15. BUDGET AMENDMENT #1 - CHILDRENS SERVICES COUNCIL OF MARTIN COUNTY (RC):

RESOLUTION No 86-2023, A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, AUTHORIZING BUDGET AMENDMENT No. 1 TO THE FISCAL YEAR 2024 OPERATING BUDGET; AUTHORIZING RECEIPT AND APPROPRIATION AND ACCEPTING AN INCREASE CONTRIBUTION IN THE AMOUNT OF \$ 9,419 FROM THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY FOR THE EAST STUART YOUTH INITIATIVE GRANT; AUTHORIZING THE EXPENDITURE OF THE NEW GRANT CONTRIBUTION IN ACCORDANCE WITH THE TERMS OF THE GRANT AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

16. AUTHORIZING AWARD OF ARPA SUBRECIPIENT AGREEMENTS TO ELIGIBLE NONPROFITS (RC):

RESOLUTION No. 87-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE AWARD OF SUBRECIPIENT AGREEMENTS TO ELIGIBLE NONPROFITS. FOR SUPPORT OF RESPONSE TO MITIGATE THE IMPACTS OF THE COVID-19 PANDEMIC AT A TOTAL AMOUNT NOT TO EXCEED \$500,000; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EXECUTE THESE TRANSACTIONS; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$500,000 FROM THE UNAPPROPRIATED BALANCE OF THE AMERICAN RESCUE PLAN ACT FUND TO PROVIDE SUPPORTING ELIGIBLE PROJECTS TO DIRECTLY BENEFIT RESIDENTS OF STUART, FLORIDA AND PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

17. MARTIN COUNTY LAW ENFORCEMENT MUTUAL AID AGREEMENT MCSO CITY OF STUART (RC):

RESOLUTION No. 94-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE RENEWAL OF THE MARTIN COUNTY LAW ENFORCEMENT ASSISTANCE AND VOLUNTARY COOPERATION MUTUAL AID AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

18. CONTRIBUTION OF AID TO THE BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY (RC):

RESOLUTION No. 96-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CONTRIBUTION OF AID TO THE BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY INC. FOR THE 2024 FISCAL YEAR IN THE AMOUNT OF UP TO TWENTY-FIVE THOUSAND DOLLARS FOR PROGRAMS AND INITIATIVES SERVICING BUSINESSES AND RESIDENTS OF THE CITY OF STUART; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

19. LOBBYING SERVICES WITH THE JORDAN CONNORS GROUP, INC. (RC):

RESOLUTION No. 98-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, WAIVING A COMPETITIVE SELECTION PROCESS AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR LOBBYING SERVICES WITH THE JORDAN CONNORS GROUP, INC. PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; SEVERABILITY, AND EFFECTIVE DATE.

****PULLED ITEM #20****

20. RFP# 2023-206, DOWNTOWN UNDERGROUNDING AND SEMINOLE STREETSCAPE IMPROVEMENTS PROJECT (RC):

RESOLUTION No. 102-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REQUESTS AUTHORIZATION TO NEGOTIATE FOR RFP #2023-206, DOWNTOWN UNDERGROUNDING AND SEMINOLE STREETSCAPE IMPROVEMENTS PROJECT WITH THE ONLY PROPOSER, THE WHITING-TURNER CONTRACTING COMPANY. OF BALTIMORE, MD PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

21. BUDGET AMENDMENT #2, ARPA SUPPORT FUNDING ALLOCATION (RC):

RESOLUTION No. 103-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING BUDGET AMENDMENT NO. 2, A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$500,000 FROM THE UNAPPROPRIATED BALANCE OF THE AMERICAN RESCUE PLAN ACT FUND TO PROVIDE SUPPORTING ELIGIBLE PROJECTS TO DIRECTLY BENEFIT RESIDENTS OF STUART, FLORIDA AND PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

5:25 PM MOTION: Approve the Consent Agenda, removing Item #14 and pulling Item #20.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins
Motion approved unanimously.

20. RFP #2023-206, DOWNTOWN UNDERGROUNDING AND SEMINOLE STREETSCAPE IMPROVEMENTS PROJECT (RC):

RESOLUTION No.102-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REQUESTS AUTHORIZATION TO NEGOTIATE FOR RFP #2023-206, DOWNTOWN UNDERGROUNDING AND SEMINOLE STREETSCAPE IMPROVEMENTS PROJECT WITH THE ONLY PROPOSER, THE WHITING-TURNER CONTRACTING COMPANY, OF BALTIMORE, MD PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

CRA Director, Pinal Gandhi-Savdas, came forward and explained the bid received was higher than budgeted, approximately two (2) to three (3) million dollars higher, but it is a negotiation phase. Feels it can be reduced to approximately six (6) million. A brief discussion about the expectations of the poles and including Osceola Street and hardening the wooden poles to concrete poles.

Commissioner Rich commented that he is not educated on this, but knows that in some instances, due to storm damage, some cities are not replacing underground power. It can take weeks instead of days to repair underground power. Unconfirmed sources told him that Lee County Electrical Cooperative is no longer recommending that coastal communities underground their utilities. The City plans to move forward with the negotiation and bring the information back to the Commission.

5:35 PM MOTION: Approve.
MOVED BY: Eula Clarke
SECONDED BY: Christopher Collins
Motion approved unanimously.

COMMISSION ACTION

****REMOVED ITEM #22****

22. RESOLUTION No. 99-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA PROVIDING FOR CONTINUED PARTTIME EMPLOYMENT OF PAUL J. NICOLETTI WITH A NEW TITLE OF SENIOR LEGAL COUNSEL (CITY ATTORNEY EMERITUS) WITHIN THE OFFICE OF THE CITY ATTORNEY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

ADJOURNMENT

5:37 PM

Mary R. Kindel, City Clerk

Troy McDonald, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 23rd day of October, 2023.**

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 10/23/2023

Prepared by: Lee Baggett

Title of Item:

AUTHORIZING THE ASSIGNMENT OF AMENDED LEASE TO SUNSET BAY OWNER, LLC (RC):

RESOLUTION No. 82-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE ASSIGNMENT OF THE AMENDED LEASE AGREEMENT PREVIOUSLY ENTERED INTO BETWEEN THE CITY OF STUART AND SUNSET BAY MARINA AND ANCHORAGE, LLC FOR LEASE OF THE PROPERTY AT 615 N.W. ANCHORAGE WAY TO SUNSET BAY OWNER, LLC FOR THE BALANCE OF THE LEASE TERM; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Sunset Bay Marina and Anchorage, LLC desires to convey and assign all of its right, title, and interest in and to the Ground Lease, as well as the Memorandum of Right of First Refusal to Sunset Bay Owner, LLC for the property located at 615 N.W. Anchorage Way for the balance of the lease term. The lease contemplated a future assignment and states that the City must reasonably approve an assignment. The new operator has seven marinas in Florida and has the financial stability and experience to operate the marina. The new operator is aware that it will continue to operate the mooring field and that it will be designated as the Harbor Master. It will continue to maintain records of the boats mooring as well as those docked at the marina.

There are no terms of the contract that are changing and the agenda item is not to negotiate a new contract or discuss the contract terms but it is limited to the granting or denial of the assignment to a new operator.

Funding Source:

N/A.

Recommended Action:

Move approval of Resolution 82-2023.

ATTACHMENTS:

1. R82-2023 Assignment of Lease for 615 NW Anchorage Way
2. Ground Lease with City of Stuart
3. Assignment of Ground Lease to Sunset Bay Owner, LLC



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

RESOLUTION NUMBER 82-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE ASSIGNMENT OF THE AMENDED LEASE AGREEMENT PREVIOUSLY ENTERED INTO BETWEEN THE CITY OF STUART AND SUNSET BAY MARINA AND ANCHORAGE, LLC FOR LEASE OF THE PROPERTY AT 615 N.W. ANCHORAGE WAY TO SUNSET BAY OWNER, LLC FOR THE BALANCE OF THE LEASE TERM; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Huizenga Holdings, Inc., a Florida corporation (referred to herein as the **“Original Ground Lessee”**) and the City of Stuart, Florida, a Florida municipal corporation (referred to herein as the **“City”**) entered into that certain Absolute Net-Non-Subordinated Ground Lease (Southpoint Project), dated October 23, 2006 (the **“Original Ground Lease”**), as amended by First Amendment to Ground Lease dated September 28, 2007 and that certain Second Amendment to Ground Lease dated January 28, 2008, as assigned to Sunset Bay Marina and Anchorage, LLC, (**“Sunset Bay”**) pursuant to that certain Assignment of Ground Lease dated June 30, 2009 (the **“Sunset Bay Assignment”**) The Original Ground Lease is evidenced by that certain Memorandum of Ground Lease recorded in Official Records Book 2200, Page 2518, and the Sunset Bay Assignment is evidenced by that certain Memorandum of Assignment of Ground Lease recorded in Official Records Book 2410, Page 2303, both in the Martin County, Florida, public records; and

WHEREAS, the Second Amendment to Ground Lease entered into on January 28, 2008 by and between the City of Stuart and Huizenga Holdings, Inc. amended the lease commencement date to May 1, 2008 for a period of forty (40) years with an expiration date of April 30, 2048, with the option to extend the lease one time for an additional forty (40) years or until April 30, 2088; and

WHEREAS, Sunset Bay desires to convey and assign all of its right, title, and interest in and to the Ground Lease, as well as the Memorandum of Right of First Refusal recorded in Official Record Book 2200, Page 2524 of the Public Records of Martin County, Florida, to Sunset Bay Owner, LLC, (“**Integra**”) as of the Effective Date; and

WHEREAS, Section 23 of the original Ground Lease provides that the Lessor may assign the Lease to a qualified party, subject to consent by the City Commission; and

WHEREAS, pursuant to Sections 23.4.1 and 23.4.2 of the original Ground Lease states that the City Commission, at its discretion, must be satisfied that the Assignee intends to use the Leased Property in a manner that is consistent with uses allowed by the Lease and that the Assignee possesses the financial capacity, good reputation, and managerial ability to operate successfully on the Leased Property.

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

SECTION 1: The City Commission authorizes the Mayor to execute an Authorization of the Assignment and Assumption of Lease Agreement pursuant to Section 23 of the Amended Lease. The Assignment shall be contingent upon the following conditions:

- A. Receipt of all necessary information (including information about the financial and experience ability of the assignee to perform under this Amended Lease).
- B. The City Commission, in its reasonable discretion, must be satisfied that the assignee intends to use the Leased Property in a manner that is consistent with uses allowed by this Amended Lease.

- C. The City Commission must be satisfied, in its reasonable discretion that the assignee possesses the financial capacity, a good reputation, and sound managerial ability to operate the restaurant successfully on the Leased Property.

SECTION 2: This resolution shall take effect upon adoption.

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

TROY MCDONALD, MAYOR
BECKY BRUNER, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2023.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY



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

RESOLUTION NUMBER 06-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SECOND AMENDMENT TO THE NET-NON-SUBORDINATED GROUND LEASE WITH HUIZENGA HOLDINGS, INC. DATED OCTOBER 23, 2006, TOGETHER WITH THE CONSTRUCTION SCHEDULE AS REQUIRED BY SECTION 8.7 OF SAID LEASE. PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*** * * * ***

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

SECTION 1: The City Commission hereby authorizes the Mayor and City Clerk to execute the Second Amendment to the Net-Non-Subordinated Ground Lease with Huizenga Holdings, Inc. dated October 23, 2006, together with the construction schedule as required by Section 8.7 of said lease.

SECTION 2: This resolution shall take effect upon adoption.

RESOLUTION 06-08
Huizenga Holding Inc. Lease
2nd Amendment

Commissioner Mortell offered the foregoing resolution and moved its adoption.

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

JEFFREY KRAUSKOPF, MAYOR
JAMES A. CHRISTIE, JR., VICE MAYOR
MARY HUTCHINSON, COMMISSIONER
MICHAEL MORTELL, COMMISSIONER
CAROL WAXLER, COMMISSIONER

YES	NO	ABSENT
✓		
✓		
	✓	
✓		
✓		

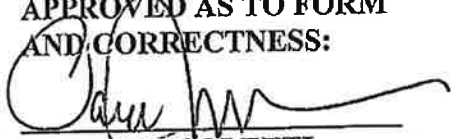
PASSED AND ADOPTED this 28th day of January, 2008.

ATTEST:


CHERYL WHITE
CITY CLERK


JEFFREY A. KRAUSKOPF
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


PAUL J. NICOLETTI
CITY ATTORNEY



ABSOLUTE NET- NON-SUBORDINATED GROUND LEASE
(Southpoint Project)

LESSOR:

CITY OF STUART, FLORIDA

and

LESSEE:

HUIZENGA HOLDINGS, INC.

Dated as of October 23, 2006

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EXHIBITS

"A"	Leased Property Description
"A-1"	Resolution 52-06, Approved March 27, 2006, including the Listing of Business Terms
"B"	Initial Site Plan
"C"	Certification Letter from Lessee
"D"	Permitted Exceptions
"E"	Memorandum of Lease
"F"	Memorandum of Right of First Refusal
"G"	Lease Schedule

- NOTES:
1. Exhibits "A" and "D" and "G" above are subject to change prior to the Lease Commencement Date upon Lessee's review of the title commitment and the current survey of the Leased Property. In such event, and upon the agreement of the parties, revised Exhibits "A" and "D" and "G" shall be attached as exhibits prior to the Lease Commencement Date.
 2. Schematic Architectural Documents and Construction Schedule shall be added as exhibits when available and agreed to by the parties.

ABSOLUTE NET- NON-SUBORDINATED GROUND LEASE

[Southpoint Project]

THIS ABSOLUTE NET – NON-SUBORDINATED GROUND LEASE, executed on the dates hereinafter set forth and commencing on the date provided herein, between CITY OF STUART, a Florida municipal corporation ("Lessor"), and HUIZENGA HOLDINGS, INC., a Florida for profit corporation ("Lessee") for the following uses and purposes:

RECITALS

WHEREAS, on July 29, 2005, the City Commission of the City of Stuart, Florida, accepted a Statement of Qualifications from Huizenga Holdings, Inc. ("Huizenga") for the redevelopment of the Southpoint Marina ("Southpoint Project"), subject to negotiation of business terms; and

WHEREAS, ZHA, Inc. of Annapolis, Maryland, was retained as a consultant to the City and negotiated with Huizenga Holdings, Inc. to reach agreement on the business terms for the Southpoint Project, and

WHEREAS, ZHA presented the negotiated business terms for the Southpoint Project to the City Commission during a workshop on March 27, 2006; and

WHEREAS, the City Commission desires to proceed with the preparation of the definitive leases between the City of Stuart and Huizenga Holdings, Inc. for the Southside Project; and

WHEREAS, at a duly called public meeting on March 27, 2006, the City Commission approved the business terms as presented by ZHA and authorized the preparation of this Lease and authorized and directed its execution by the appropriate officials of the City; and

WHEREAS, the Lessee has approved this Lease and has authorized and directed certain individuals to execute this Lease on behalf of Lessee.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. RECITALS. The foregoing recitals are true, correct and incorporated into this Lease. A copy of Resolution 52-06, a Resolution of the Stuart City Commission, including the "Listing of Business Terms," approved by the parties and adopted by the City Commission on March 27, 2006 is attached hereto as Exhibit A-1. This Exhibit is supplemental to this Lease, and may be used by either party to clarify terms herein, or to further illuminate the intent of the parties. However, it is expressly understood and agreed that in the event of a conflict between this Lease and the Listing of Business Terms, the Lease shall prevail.

2. DEFINITIONS. Capitalized terms used in this Lease shall have the following definitions:

2.1 As to each of the following definitions, use of the masculine gender shall be considered and construed to include correlative words of the feminine and neuter genders. Unless the context shall indicate otherwise, the singular shall include the plural as well as the singular number.

2.1.1 "Act" means Chapter 166, Florida Statutes, the Charter of the City, and the ordinances and codes of the City.

2.1.2 "Authorized Representative" means the Person or Persons designated and appointed from time to time as such by either party.

2.1.3 "Building Official" means that Person or those Persons authorized under the Florida Building Code (2004 edition, as amended or replaced from time to time) to issue on behalf of the City a Certificate of Occupancy, a Temporary Certification of Occupancy, or a Certificate of Completion.

2.1.4 "Building Permit" means for all or each part of the Project to be constructed on the Leased Property, any permit, including foundation only permits, issued by the appropriate department, office or official of the City or other governmental authority having jurisdiction over the construction on the Development Site.

2.1.5 INTENTIONALLY DELETED.

2.1.6 "Certificate of Occupancy" means the final Certificate of Occupancy or Certificate of Completion, as appropriate, issued by a Building Official pursuant to the Florida Building Code (2004 Edition).

2.1.7 "City" means the City of Stuart, a municipal corporation created under the laws of the State of Florida.

2.1.8 "City Codes" or "Codes" means the ordinances and codes of the City that regulate the development and construction of the Project and each Building, including but not limited to, the building codes and zoning regulations and the Florida Building Code (2004 Edition), as the same may be amended or replaced from time to time.

2.1.9 "City Commission" means the elected governing body of the City, by whatever name known or however constituted from time to time.

2.1.10 "Construction Commencement Date" means the date on which the Lessee commences or causes a Contractor to commence construction of any part of the Leasehold Improvements.

2.1.11 "Construction Completion Date" means the date on which construction for all of the Leasehold Improvements is substantially complete in accordance with the terms of this Lease, as evidenced by a Certificate of Occupancy or a Certificate of Completion.

2.1.12 "Construction Financing" means the funds provided by the Construction Lender under the Construction Loan for the hard and soft construction and development costs related solely to developing any part of the Leasehold Improvements, including the design, professional consulting, construction and equipping costs, and the costs for the Leasehold Improvements to be made on the Leased Property, which may be secured by a Leasehold Mortgage, security interest, pledge, lien or other encumbrances and includes all modifications, renewals, extensions and replacements thereof and future advances thereunder against (i) the Lessee's Leasehold Interest in the Leased Property and/or the Leasehold Improvements, or (ii) a Land Tenant's subleasehold interest in the Leased Property and/or the Leasehold Improvements but not against the Lessor's fee simple interest in the Leased Property or in the Lessor's ownership interest in the Leasehold Improvements.

2.1.13 "Construction Financing Documents" means any commitment, agreement, note, leasehold mortgage or other instrument evidencing and securing the Construction Loan, as amended, modified, renewed, extended, replaced or restated from time to time.

2.1.14 "Construction Lender" or "Leasehold Mortgagee" means any Person providing a Construction Loan.

2.1.15 "Construction Loan" means funds in the principal amount evidenced in the commitment made by a Construction Lender or a Leasehold Mortgagee in favor of the Lessee or a Land Tenant for the construction of all or any part of the Leasehold Improvements secured by a Leasehold Mortgage.

2.1.16 "Construction Schedule" means the schedule for the construction of the Leasehold Improvements, to be agreed upon by the parties in accordance with Article 8.7.

2.1.17 "Contractor" means one or more Persons constituting a general contractor or major subcontractor properly licensed by the State of Florida, or other appropriate jurisdiction to the extent required by applicable law, authorized to perform construction contractor services in the State of Florida, registered with the City as required by applicable law, insured to the extent required by applicable law, and bonded.

2.1.18 "DEP" means the State Department of Environmental Protection and any successors thereto.

2.1.19 "Effective Date" means the date upon which this Lease has been executed by Lessor and Lessee.

2.1.20 "Existing Improvements" means the improvements located on the Leased Property constructed or installed by the City prior to the Lease Commencement Date, which improvements consist of (a) the dockmaster's office, (b) Mooring Field, and (c) seawall.

2.1.21 "Expiration Date" means the date on which this Lease expires.

2.1.22 "Improvements" means collectively the Existing Improvements and the Leasehold Improvements.

2.1.23 Index" means the index of consumer prices developed and updated for urbanized areas within the defined southern US region ("CPI-U-South Region") published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the publication of the Consumer Price Index of the U.S. Bureau of Labor Statistics is discontinued, comparable statistics as to the purchasing power of the consumer dollar published by a responsible financial periodical selected by Lessor and approved by Lessee shall be used for making such computations.

2.1.24 "Inspection Period" means that certain period of time commencing on the Effective Date and terminating on the earlier of the Lease Commencement Date or September 30, 2007.

2.1.25 "Landside Area" means the real property located upland from the water and not leased by the City from the State pursuant to the Submerged Land Lease.

2.1.26 "Lease" means this Lease between the City, as Lessor, and the Lessee, for the Leased Property for the development and operation of the Project, including all attached exhibits, as amended, modified or restated from time to time.

2.1.27 "Lease Commencement Date" means the earlier of October 1, 2007, or the Lessee's certification in writing to the Lessor of satisfaction of all the terms and conditions set forth in Article 7, which shall be the day following the expiration of the Inspection Period, assuming that neither party cancels this Lease.

2.1.28 "Lease Year" means every twelve (12) month period of the Lease Term with the initial Lease Year beginning on the Lease Commencement Date.

2.1.29 "Lessee" means Huizenga Holdings, Inc., a Florida for-profit corporation, and any successor or assignee thereof.

2.1.30 "Leasehold Interest" means the Lessee's interest in the Leased Property, the Improvements, and all easements and rights appurtenant thereto, as provided by this Lease and applicable law.

2.1.31 "Leasehold Improvements" means the improvements constructed by or on behalf of the Lessee on the Leased Property, including, all structures on and improvements to the Landside Area and the Submerged Land Area.

2.1.32 "Leasehold Mortgage" means a mortgage on all or some of the Leasehold Improvements to secure the payment of a Construction Loan or Long Term Financing.

2.1.33 "Leased Property" means the real property described in Exhibit "A".

2.1.34 "Lender" or "Leasehold Mortgagee" means any Person providing Long Term Financing to (i) the Lessee for the Leasehold Interest, and (ii) a Space Tenant or a Land Tenant for its subleasehold interest in the Leased Property.

2.1.35 "Long Term Financing" means financing provided by a Lender to the Lessee secured by the Leasehold Interest and may be used to replace the Construction Financing.

2.1.36 "Major Alteration" means any addition, alteration, change or improvement to the exterior of any of the Improvements that would constitute a substantial deviation to the Improvements as depicted on the Schematic Architectural Documents, provided, however, such term shall not include (a) periodic maintenance activities such as replanting or replacing of landscaping, repainting exteriors and replacing damaged, worn or obsolete fixtures, or (b) installing or replacing signage.

2.1.37 "Management Agreement" means that certain agreement between the City and the State for the management of the Marina.

2.1.38 "Marina" means that part of the Leased Property consisting of docks, slips, and facilities as depicted or described in the Submerged Lands Lease and in the Management Agreement.

2.1.39 "Mooring Area" or "Mooring Field" means the area described in the Submerged Lands Lease and in the Management Agreement for the mooring or anchoring of boats.

2.1.40 "Northpoint Project" means the project on the north side of the Roosevelt Bridge to be developed by Sustainable Development Group LLC, pursuant to a lease with the City.

2.1.41 "Permit" means any zoning, variance, special exception, zoning approval, development order respecting land use and compliance with City Codes, and consents required to be granted, awarded, issued, or given by any governmental authority relative to the regulation of land use or zoning in order for construction of the Leasehold Improvements, or any part thereof, to commence, continue or be completed, but does not include a Building Permit.

2.1.42 "Person" means any natural person, firm, partnership (general or limited), corporation, company, joint venture, estate, trust, business trust, cooperative, limited liability corporation, limited liability partnership, limited liability company or body politic, including any heir, executor, administrator, trustee, receiver, successor or assignee, or other person acting in a similar representative capacity.

2.1.43 "Plans and Specifications" mean the plans and specifications separately identified and used by the Lessee and the Contractor to obtain Building Permits for the Leasehold Improvements, including as such plans and specifications may be amended, modified, or restated from time to time and are substantially consistent with the Schematic Architectural Documents.

2.1.44 "Proceeds" means unencumbered amounts, if any, received by Lessee from insurance policies in connection with any Casualty to the Improvements by reason of an insurable event.

2.1.45 "Project" means, collectively, the development of the Leasehold Improvements and the operation and maintenance of the Leasehold Improvements after issuance of the Certificate of Occupancy and the operation of the Marina and the Mooring Area.

2.1.46 "Project Professionals" means any architects, engineers, consultants, planners, construction managers or any other persons, or combination thereof, retained or employed by Lessee in connection with the planning, design, construction, completion and opening of the Project.

2.1.47 "Rent" means Construction Rent or Base Rent, as the case may be, as provided in Article 6.

2.1.48 "RFDQ" means the Request for Developer Qualifications for Waterfront/Marina Revitalization (RFDQ Number 2005-33) published by the City on March 5, 2005, soliciting qualifications from persons interested in redeveloping the Leased Property.

2.1.49 "Right to Contest" means the procedure set forth in Article 18 for challenging any lien, payment, charge, or compliance with any law, rule, regulation or other legal requirement as described therein.

2.1.50 "Schematic Architectural Documents" means those certain schematic architectural documents and drawings of the Leasehold Improvements, all as approved by the City Commission, to be prepared by Lessee's Project Professionals and used to prepare the Plans and Specifications, including as such documents may be amended, modified, or restated from time to time.

2.1.51 "Site Plan" means the depiction of the location of the Leasehold Improvements and the Existing Improvements on the Leased Property, the initial form of which is attached hereto as Exhibit "B."

2.1.52 "Space Lease" or "Land-Lease" means any sub-sublease or other arrangement between Lessee and any Space Tenant or Land Tenant, as sublessee, for the leasing of any portion of the Leasehold Improvements or any other space or land within the Leased Property.

2.1.53 "Space Tenant" or "Land Tenant" means any tenant, subtenant, licensee or other occupant of any portion of the Leasehold Improvements or the Leased Property or part of the land comprising the Leased Property pursuant to a Space Lease or Land Lease.

2.1.54 "State" means the State of Florida, and any applicable agency, department, office or official of the government of the State of Florida.

2.1.55 "Statement of Qualifications" means the submittal of qualifications for redevelopment of the Leased Property, dated July 29, 2005, submitted by the Lessee to the City in response to the RFDQ.

2.1.56 "Submerged Land Area" means the real property that is subject to the Submerged Land Lease.

2.1.57 "Submerged Land Lease" means that certain lease between the City and the State pursuant to which the State has leased the Submerged Land Area to the City for public use, including marina and mooring uses, as such lease may be changed from time to time.

2.1.58 "Unavoidable Delay" means those events constituting excuse from timely performance by a party hereto from any of its obligations hereunder, as such events are defined in and subject to the conditions described in Article 39 hereof.

3. LEASE. The Lessor leases to the Lessee, and the Lessee accepts from the Lessor, the Leased Property upon and subject to the terms of this Lease.

4. USE.

4.1 Subject to the terms and conditions of this Lease, Lessee shall use the Leased Property to construct, develop, operate, lease and maintain the Existing Improvements and the Leasehold Improvements on the Leased Property.

4.2 Lessee shall have the right to use the Landside Area for commercial, retail or office purposes, marina related use, and parking (including a parking garage) subject only to those certain restrictions and prohibitions stated in this Lease and applicable law. In the case of retail or related space located in the Landside Area, it shall be subject to use restrictions related to maritime uses, entertainment or restaurant or similar uses, and such restrictions cannot be altered by any subsequent subletting to a Space Tenant by the Lessee.

4.3 Lessor acknowledges and agrees that (a) neither the Lessor nor any other Persons shall have the right to park on the Leased Property unless otherwise specifically provided for in this Lease (e.g. police boat), (b) Lessee shall have the right, in its sole and absolute discretion, to establish reasonable parking guidelines and regulations for the Leased Property, and (c) subject to City codes and ordinances, Lessee shall have a non-exclusive right to use any Lessor owned parking lots and parking areas for employee parking, tenants' parking and valet parking to the extent such lots or areas are available.

4.4 With respect to the Land Lease or Space Lease for the operation of a restaurant (the "Restaurant Lease") that Lessee may enter into with a restaurant operator ("Restaurant Tenant"), the following terms and conditions shall apply:

4.4.1 Lessee shall obtain the prior written approval of the City Manager prior to Lessee entering into the Restaurant Lease which approval shall not be unreasonably withheld. The City Manager shall review the proposed Restaurant Lease

for material conformity with the applicable terms of this Lease regarding Land Leases and Space Leases, and in accordance with sound business practices to assure Lessor that the Restaurant Lease adequately protects the interests of the Lessor regarding the amount of rent to be paid by the Restaurant Tenant in the event of a default or abandonment by the Lessee; the rent payment provisions; the parking provisions; and other terms and conditions that may impact the Lessor.

4.4.2 The City Manager shall have twenty (20) days from receipt to review (i) the Restaurant Lease, and (ii) the form of Subordination, Non-Disturbance and Attornment Agreement requested by Restaurant Tenant and/or its lender(s) ("Restaurant Lease SNDA"). Any and all comments the City Manager may have to the aforesaid documents shall be (i) limited to the matters addressed in Article 4.4.1 above, and (ii) in writing, sent to Lessee within twenty (20) days of receipt of the aforesaid documents by the City Manager. In the event the City Manager shall fail to respond to Lessee in writing within said twenty (20) day period, the Restaurant Lease and the Restaurant Lease SNDA shall be deemed approved by the City Manager and by Lessor. The written approval of the Restaurant Lease and the Restaurant Lease SNDA by the City Manager shall be a condition precedent to the occurrence of the Lease Commencement Date in accordance with Article 7.5.

5. TERM.

5.1 The initial term of this Lease shall commence on the Lease Commencement Date and shall continue for a period of forty (40) years, and ending on the fortieth (40th) anniversary of the Lease Commencement Date (the "Initial Term").

5.2 Lessor hereby grants unto Lessee the right to renew this Lease for one (1) term of forty (40) years (the "Renewal Term"), so long as (a) Lessee delivers to Lessor notice of its election to renew the Lease for the Renewal Term at any time from and after the date which is twenty-four (24) months prior to the expiration of the Initial Term unless the provisions of Article 5.3 are invoked by Lessee, and (b) Lessee at the time of the notice is not then in material default of this Lease of any term, covenant, payment or condition of this Lease beyond any applicable written notice and cure periods. The Renewal Term shall commence upon the expiration of the Initial Term of this Lease. The Renewal Term shall be upon the same terms and conditions set forth herein, with such renewal being a continuation of the same relationship on the same basis as the Initial Term, including any modifications thereto during the Initial Term (the Initial Term, together with the Renewal Term, if exercised, shall be referred to herein as the "Lease Term").

5.3 In addition to the right to renew described in Article 5.2, the Lessee may exercise the renewal option prior to any Long Term Financing or any pending negotiated disposition of the Leasehold Improvements to an acceptable third-party entity. Lessor reserves the discretion to approve any disposition of Lessee's rights under this Lease, although denial must be precisely stated and the grounds for denial must be in accordance with Article 23 of this Lease, provided that nothing in this Article 5.3 shall prevent the Lessee from assigning any or all of its interest in the Leasehold Interest, without Lessor's approval, as provided in Article 23.2 Any exercise of the

Renewal Term under this Article 5.3 shall not extend the Lease Term beyond eighty (80) years from the Lease Commencement Date.

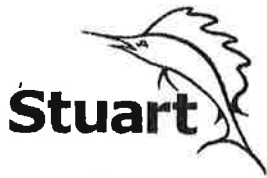
6. RENT. In consideration of the warranties, representations and covenants made by Lessee in this Lease, Rent payable under this Lease shall be as follows:

6.1 Construction Rent. Commencing on the date the initial Building Permit is issued for any of the structures comprising the Leasehold Improvements and up to and until the Certificate(s) of Occupancy for all of the structures comprising the Leasehold Improvements is issued by the City and delivered to Lessee or the Contractor, Lessee shall pay Rent in an amount equal to the actual revenue received by Lessor from the upland and maritime operations during the year preceding the Construction Commencement Date (the "Construction Rent"). In FY06 the actual revenue received by the Lessor was approximately \$170,000.00. Payments of one-fourth of the annual Construction Rent shall be made quarterly. Not later than sixty (60) days prior to the date that payments of Construction Rent shall commence, Lessor shall provide Lessee with the amount of Construction Rent that Lessee shall be obligated to pay together with such backup and supporting financial documentation as Lessee may reasonably request.

6.2 Base Rent. Commencing on the date a Certificate of Occupancy is issued for all of the structures comprising the Leasehold Improvements, Lessee shall pay Rent in an amount equal to Two Hundred Ninety Thousand Dollars (\$290,000.00) annually (the "Base Rent"), subject to adjustment as provided herein. Commencing on the first month of the second Lease Year and on the first month of each and every Lease Year thereafter, annual Base Rent will be adjusted by an amount equal to the increase in the Index from the previous Lease Year, divided by four (4) to determine the quarterly payments of Rent for subsequent quarters in that Lease Year. In no event shall the Base Rent be less than in the preceding year.

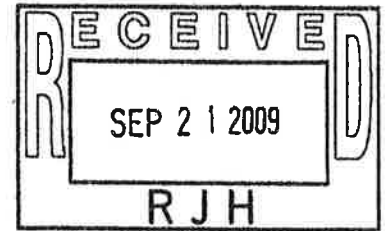
6.3 Rent Payments. Payments of Rent shall be payable quarterly in advance by the 15th day of each calendar quarter. The first quarterly payment of Base Rent shall be paid on the date of issuance of a Certificate of Occupancy for the Leasehold Improvements and shall be pro-rated for the balance of the calendar quarter remaining until the first day of the next calendar quarter. In the event the Index used is adjusted or restated at year end, the parties agree that the rent payments made during said year shall be readjusted.

6.4 Turnover of Leased Property. On the first day of the month following the issuance of Building Permits, but not less than thirty (30) days from said date of issuance (the "Turnover Date"), the Lessor (i) shall turn over full and complete possession of the Leased Property to the Lessee, (ii) shall cease all operations of the Marina and Mooring Area, (iii) shall have caused the removal of all vessels then moored in the Mooring Area, (iv) shall have relocated or terminated all city employees from the Leased Property, and (v) shall have terminated all leases and contracts with all parties who have rights to use, operate, lease, or maintain the Marina and/or Mooring Area and the remaining portion of the Leased Property.



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Telephone (772) 288-5310
Fax (772) 288-5323



Karin Ashmore, Senior Accountant
Financial Services Department

Phone: (772) 600-1214
kashmore@ci.stuart.fl.us

September 15, 2009

Huizenga Holding, Inc.
Attn: Bob Henninger
450 East Las Olas Blvd., Suite 1500
Ft. Lauderdale, FL 33301

Re: 2009 **proposed** Real Estate taxes PCN #5-38-41-007-000-00010-40000

Dear Mr. Henninger:

We are herewith forwarding the notice of the **proposed** Real Estate taxes directly to you for review, as per *Section 15, General Obligations of the Parties, 15.5* of the Lease Agreement between the City of Stuart and Huizenga Holding, Inc,

As stated on the bottom of the notice, if you feel the market value for said property is inaccurate or does not reflect fair market value, please contact the Martin County Property Appraiser, 1111 SE Federal Hwy, Suite 330, Stuart, FL 34994 (772) 288-5608.

Should you have any questions, please feel free to contact us.

Sincerely,

Karin Ashmore
Senior Accountant

Cc: Paul Nicoletti, City of Stuart Attorney
Enc.

NOTICE OF PROPOSED PROPERTY TAXES

MARTIN COUNTY TAXING AUTHORITIES
Martin County Property Appraiser
1111 SE Federal Hwy., Suite 330
Stuart, FL 34994

Account Number: 22382

615 SW ANCHORAGE WAY 625

STUART

THAT PART OF LOTS 9-12 FRENCH'S S/D & THAT PART OF
LOT 2 BLK 2 KITCHING'S ADDN LYING W OF US#1 R/W FOR

STUART, CITY OF
121 FLAGLER AVE
STUART, FL 34994

DO NOT PAY

THIS IS NOT A BILL

The taxing authorities which levy taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year.

The purpose of the PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION.

Each taxing authority may AMEND OR ALTER its proposals at the hearing.

05-38-41-007-000-00010-4

TAXING AUTHORITY	YOUR PROPERTY TAXES LAST YEAR	YOUR TAXABLE VALUE THIS YEAR	YOUR TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS MADE	YOUR PROPERTY TAXES THIS YEAR IF NO BUDGET CHANGE IS MADE	A PUBLIC HEARING ON THE PROPOSED TAXES AND BUDGET WILL BE HELD:
Martin County					Commission Meeting Room 2401 SE Monterey Rd, Stuart, FL September 15, 2009 5:05pm
General Operations	14,201.30	2,900,000.00	15,557.34	15,544.29	
Voter Approved Debt	368.30	2,900,000.00	400.78	400.78	School Dist Instructional Center 500 E Ocean Blvd., Stuart September 8, 2009 5:05pm
School					
By: Local Board	6,768.60	2,900,000.00	6,519.20	7,404.86	
By: State Law	11,362.20	2,900,000.00	12,919.50	12,429.98	City Commission Chambers 121 SW Flagler Ave., Stuart September 14, 2009 5:01pm
City of Stuart					
General Operations	12,565.41	2,900,000.00	12,565.41	14,578.01	
Voter Approved Debt	713.11	2,900,000.00	798.08	798.08	2030 SE Ocean Blvd., Stuart September 14, 2009 5:30pm
Children Services	1,021.67	2,900,000.00	1,021.67	1,123.46	District Auditorium, B-1 Bldg. 3301 Gun Club Rd, West Palm Bch September 9, 2009 5:15pm
South Florida Water Mgt					
Basin Tax	811.13	2,900,000.00	811.13	937.57	
District Tax	739.21	2,900,000.00	739.21	852.89	
Everglades Const.	259.26	2,900,000.00	259.26	299.57	
Florida Inland Navig	100.05	2,900,000.00	100.05	109.91	Town Council Chambers 210 Military Trail, Jupiter September 18, 2009 5:30pm
TOTAL PROPERTY TAX	48,910.24		51,691.63	54,479.40	
	COLUMN 1		COLUMN 2	COLUMN 3	
SEE REVERSE SIDE FOR EXPLANATION					
YOUR PROPERTY VALUE LAST YEAR	MARKET VALUE		ASSESSED VALUE	EXEMPTIONS	PORTABILITY APPLIED
2008	2,900,000		2,900,000	0	0
YOUR PROPERTY VALUE THIS YEAR	2,900,000		2,900,000	0	0
2009	2,900,000		2,900,000	0	0

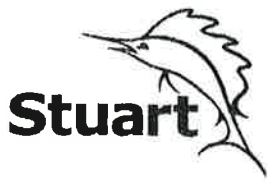
AMENDED

Date 9/2/09 By LM

* IF YOU FEEL THE MARKET ASSESSED VALUE OF YOUR PROPERTY IS INACCURATE OR DOES NOT REFLECT FAIR MARKET VALUE, CONTACT YOUR PROPERTY APPRAISER AT: MARTIN COUNTY PROPERTY APPRAISER 1111 SE FEDERAL HWY., SUITE 330 STUART, FL 34994 (772) 288-5608

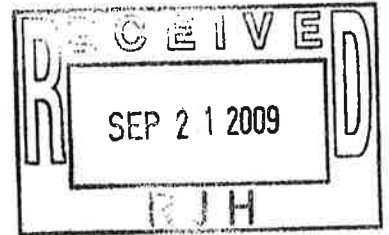
IF THE PROPERTY APPRAISER'S OFFICE IS UNABLE TO RESOLVE THE MATTER AS TO MARKET VALUE, YOU MAY FILE A PETITION FOR ADJUSTMENT WITH THE VALUE ADJUSTMENT BOARD. PETITION FORMS ARE AVAILABLE FROM THE COUNTY PROPERTY APPRAISER AND MUST BE FILED ON OR BEFORE: 09/27/2009

* YOUR FINAL TAX BILL MAY CONTAIN NON-AD VALOREM ASSESSMENTS WHICH MAY NOT BE REFLECTED ON THIS NOTICE SUCH AS ASSESSMENTS FOR ROADS, FIRE, GARBAGE, LIGHTING, DRAINAGE, SEWER, OR OTHER GOVERNMENTAL SERVICES AND FACILITIES WHICH MAY BE LEVIED BY YOUR COUNTY, CITY, OR ANY SPECIAL DISTRICT.



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Telephone (772) 288-5310
Fax (772) 288-5323



Karin Ashmore, Senior Accountant
Financial Services Department

Phone: (772) 600-1214
kashmore@ci.stuart.fl.us

September 15, 2009

Huizenga Holding, Inc.
Attn: Bob Henninger
450 East Las Olas Blvd., Suite 1500
Ft. Lauderdale, FL 33301

Re: 2007 and 2008 Real Estate taxes PCN #5-38-41-007-000-00010-40000

Dear Mr. Henninger:

We are herewith forwarding the recalculated 2007 and 2008 Real Estate tax bills directly to you for payment processing.

Pursuant to *Section 15, General Obligations of the Parties, 15.5* of the Lease Agreement between the City of Stuart and Huizenga Holding, Inc., please be advised that the taxes for said property for calendar years 2007 and 2008 are now due and payable to the Martin County Tax Collector.

Please make your check payable to the **Hon. Ruth Pietruszewski, Martin County Tax Collector**, and mail directly to: 3485 SE Willoughby Blvd., Stuart, Florida 34994.

Should you have any questions, please feel free to contact us.

Sincerely,

Karin Ashmore
Senior Accountant

Cc: Paul Nicoletti, City of Stuart Attorney
Enc.

RUTH PIETRUSZEWSKI
MARTIN COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES & NON-AD VALOREM ASSESSMENTS

REAL ESTATE

5735021.0000

ORIGINAL CORRECTED 04/07/08

TOTAL TAXES IF PAID BY

NOV 1-NOV 30	DEC 1-DEC 31	JAN 1-JAN31	FEB 1-FEB29	MAR 1-MAR 31	DELINQUENT ON
46,739.44	47,226.20	47,712.97	48,199.73	48,686.50	APRIL 1, 2008
ACCOUNT NUMBER		EX-TYPE	ESCROW	MILL CD	MAKE CHECK PAYABLE IN U.S. FUNDS TO:
5-38-41-007-000-00010.40000		2007		3100	RUTH PIETRUSZEWSKI, TAX COLLECTOR
ASSESSED	2,900,000	TAXES	48,676.50		
TAXABLE	2,900,000	ADV. FEE	10.00		
		TOTAL	48,686.50		

Mailed: 9-2-9
Must Pay By: 10-2-9
To Receive Nov % Discount

5-38-41-007-000-00010.40000
STUART, CITY OF
121 FLAGLER AVE
STUART, FL 34994

2007

05 38 41
THAT PART OF LOTS 9-12 FRENCH'S
S/D & THAT PART OF LOT 2 BLK 2 K
ITCHING'S ADDN LYING W OF US#1 R
/W FOR NEW ROOSEVELT BRIDGE & TH
AT PART OF GOV LOT 2 LYING N OF
1ST ST - W OF FRENCH'S S/D & LOT

012007 000000053841 0070000001040000 0000 00004867650 000000000000 0000 8

RUTH PIETRUSZEWSKI
MARTIN COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES & NON-AD VALOREM ASSESSMENTS

REAL ESTATE

5735021.0000

ORIGINAL CORRECTED 04/07/08

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Mailed: 9-2-9
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5-38-41-007-000-00010.40000 2007
STUART, CITY OF
121 FLAGLER AVE
STUART, FL 34994

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S/D & THAT PART OF LOT 2 BLK 2 K
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012007 000000053841 0070000001040000 0000 00004867650 000000000000 0000 8

Return Top Section with Payment - Keep remaining portion for your records.

IMPORTANT - PLEASE READ INSTRUCTIONS AND INFORMATION BELOW

If you have sold any of the property assessed to you, PLEASE FORWARD THE "TAX NOTICE RECEIPT" TO THE NEW OWNER(S) OR RETURN TO SENDER. Please verify description of property. If any errors are found on this "Notice of Tax Receipt" notify the PROPERTY APPRAISER as soon as possible. This "Tax Notice Receipt" covers taxes for the calendar year as described hereon.

Please mail or bring the "Tax Notice Receipt" with your remittance, and DO NOT STAPLE, TEAR, FOLD OR WRITE on same. IF PAID BY MAIL, DISCOUNTS ARE DETERMINED BY THE POSTMARK. DISCOUNTS SHOULD BE CALCULATED AS FOLLOWS:

Please Mail your remittance to Ruth Pietruszewski * 3485 SE Willoughby * Stuart, Florida 34994

ANNUAL PAYMENT

4% IF PAID IN NOVEMBER * 3% IF PAID IN DECEMBER
2% IF PAID IN JANUARY * 1% IF PAID IN FEBRUARY

INSTALLMENT PAYMENT

1st DUE BY JUNE 30 6% DISCOUNT * 2nd DUE BY SEPT 30 - 4.5% DISCOUNT
3rd DUE BY DEC 30 3% DISCOUNT * 4th DUE BY MARCH 31 - NO DISCOUNT

Taxes are due November 1 and become delinquent April 1, at which time the law imposes a 3% interest plus advertising fees on real estate taxes and 1 1/2% interest per month plus advertising fees on personal property. Once taxes are delinquent, the amount is determined when the payment is RECEIVED in our office.

Tax Sale Certificates will be sold on all unpaid real estate items on or before June 1st. Tax Warrants will be issued on all unpaid personal property taxes pursuant to Chapter 197 F.S. This "Tax Notice Receipt" becomes a receipt only when validated by the collector's office and the actual transfer of funds

Questions related to: Escrow Code, Millage Codes or any payment problems contact this office at - (772) 288-5600

Questions related to: Legal description, assessed value, exemptions or taxable value contact Property Appraiser at (772) 288-5608

Four Locations to Serve You

Main Office - 3485 SE Willoughby Blvd. - Stuart, FL 34994

Hobe Sound Branch 11734 SE Federal Hwy * Indiantown - 16550 SW Warfield Blvd. * Palm City - 3003 SW Martin Downs Blvd.

RUTH PIETRUSZEWSKI
MARTIN COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES & NON-AD VALOREM ASSESSMENTS

REAL ESTATE

22382.0000

ORIGINAL CORRECTED 09/02/09

TOTAL TAXES IF PAID BY

NOV 5-DEC 5	DEC 6-DEC 31	JAN 1-JAN31	FEB 1-FEB28	MAR 1-MAR 31	DELINQUENT ON
46,953.83	47,442.93	47,932.04	48,421.14	48,910.24	APRIL 1, 2009
ACCOUNT NUMBER		EX-TYPE	ESCROW	MILL CD	MAKE CHECK PAYABLE IN U.S. FUNDS TO:
5-38-41-007-000-00010.40000		2008		3100	RUTH PIETRUSZEWSKI, TAX COLLECTOR

ASSESSED 2,900,000 TAXES
TAXABLE 2,900,000 TOTAL

48,910.24
48,910.24

BACK TAXES DUE ON THIS PROPERTY

Mailed: 9-2-9

Must Pay By: 10-2-9

To Receive NOV % Discount

05 38 41
THAT PART OF LOTS 9-12 FRENCH'S
S/D & THAT PART OF LOT 2 BLK 2 K
SEE TAX ROLL FOR MORE LEGAL

BACK TAXES DUE ON THIS PROPERTY
1ST ST - W OF FRENCH'S S/D & LOT

5-38-41-007-000-00010.40000
STUART, CITY OF
121 FLAGLER AVE
STUART, FL 34994

2008

012008 000000053841 0070000001040000 0000 00004891024 000000000000 0000 5

RUTH PIETRUSZEWSKI
MARTIN COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES & NON-AD VALOREM ASSESSMENTS

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012008 000000053841 0070000001040000 0000 00004891024 000000000000 0000 5

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Hobe Sound Branch 11734 SE Federal Hwy * Indiantown - 16550 SW Warfield Blvd. * Palm City - 3003 SW Martin Downs Blvd.

6.5 Absolute Net Lease. It is the intent of the parties that the Rent to be paid herein shall be a totally and absolutely "net" rent to the Lessor, and that all charges, fees, costs, taxes and sums due whatsoever associated with the Lessee's Leasehold Interest, shall be paid by the Lessee. All payments of Rent shall be made electronically by the Lessee to the Lessor's designated bank depository.

7. LEASE COMMENCEMENT DATE. Lessee shall be entitled to limited possession of the Lease Property, upon the earlier of October 1, 2007, or the Lessee's certification in writing to the Lessor of satisfaction of all the following terms and conditions set forth below, which certification shall be substantially in the form attached hereto as Exhibit "C". As used in this Article 7, limited possession shall mean the Lessee shall be entitled to possession of the Leased Property for all purposes that do not interfere with the use of the Marina and Mooring Area by the Lessor, and shall be applicable to that period of time extending from the Lease Commencement Date until the Turnover Date.

7.1.1 Lessee's review and approval of (i) a title commitment insuring Lessee's Leasehold Interest in and to the Leased Property, and (ii) all applicable title exceptions.

7.1.2 Lessee's review and approval of a current survey of the Leased Property.

7.1.3 Lessee's review of a current environmental site assessment of the Leased Property.

7.1.4 Lessee obtaining any and all rezonings, variances, the Building Permit(s) for the Leasehold Improvements, all other Permits and other approvals (including Site Plan approval) required from any and all governmental and quasi-governmental agencies as may be needed by Lessee for its intended use of the Leased Property. City agrees to cooperate with Lessee in Lessee's applications (and amendments to existing applications) for such permits and approvals including, without limitation, agreeing to the following:

(a) Separate the DEP permitting process for the Northpoint Project from the DEP permitting process for the Project,

(b) include a fuel station in the DEP permit for the Project

(c) amend DEP permit application to allow dredging and structural modifications to the Project, and

(d) amend the DEP permit application to allow the elimination of the requirement of Phase I of the Mooring Field.

7.2 Lessee's review and approval of updated bathymetric study of the Marina.

7.3 Lessee's review and approval of the Submerged Land Lease and, if the Lessee is not the named "tenant" under the Submerged Land Lease, a non-

disturbance agreement from the Trustees of the Internal Improvement Fund of the State (or other applicable agency of the State) in form and substance reasonably satisfactory to Lessee.

7.4 If the Management Agreement remains in effect, an amendment to the Management Agreement, or if no Management Agreement exists, a separate written use agreement, pursuant to which:

7.4.1 the length of stay of live-aboards in the Mooring Field shall be limited to what the State allows, but in no event to exceed six (6) months.

7.4.2 parking shall be controlled by Lessee,

7.4.3 access to and use of the Upland Area shall be managed by Lessee, all tenants and users of the Mooring Field shall be required to have "y valve lockouts."

7.5 Lessee's receipt of written confirmation from the City Manager that Lessor has approved (i) the Restaurant Lease, and (ii) the Restaurant Lease SNDA.

7.6 Lessee agrees to provide Lessor with a certification of completion of the foregoing conditions on or before the end of the Inspection Period, substantially in the form of the letter attached hereto as Exhibit "C", or, in the alternative, Lessee may, in its discretion, terminate this Lease by providing written notice to Lessor prior to the end of the Inspection Period. The Lease Commencement Date shall be the earlier of October 1, 2007, or the date such letter is received by the Lessor, unless Lessee terminates this Lease as provided herein.

7.7 Prior to the commencement of marina operations, Lessee shall adopt rules and regulations for the use and operation of the Marina which shall be subject to the City's prior written approval. At a minimum the rules and regulations shall address the topics set forth in Article 9. Lessee shall ensure that the Marina rules and regulations are enforced or caused to be enforced for the protection of the general public during the period of this Lease and that the Marina is operated in accordance with all applicable governmental rules, laws, regulations and ordinances. The Lessee shall be permitted to alter these suggested terms as to specific language or application provided the "essence" of preserving the value to the public is maintained.

8. LEASEHOLD IMPROVEMENTS.

8.1 Lessee shall construct the Leasehold Improvements in accordance with the Schematic Architectural Documents approved by the Lessor in accordance with the procedures set forth in Article 8.9 below. The costs of construction of the Leasehold Improvements shall be paid by the Lessee.

8.2 Lessee shall have the right to enter into (a) agreements for the development, construction, use and maintenance of all of the Improvements, and (b) Space Leases and Land Leases.

8.3 Contractors for the Leasehold Improvements shall be selected and construction work shall be completed in accordance with the following:

8.3.1 Lessee shall select Contractors to construct the Leasehold Improvements substantially in accordance with the Plans and Specifications.

8.3.2 Each Contractor shall be required to continue to pursue and prosecute the construction of the Leasehold Improvements with due diligence.

8.3.3 All construction work on the Leasehold Improvements shall be done substantially in accordance with the Plans and Specifications, and shall be of a quality generally recognized for projects similar to the Leasehold Improvements.

8.3.4 All obligations of a Contractor with respect to commencement, continuation and completion of construction of the Leasehold Improvements shall be subject to delays and extensions from time to time for Unavoidable Delay.

8.3.5 Commencing on the fifteenth (15th) day of the second quarter following the Construction Commencement Date and continuing until the Construction Completion Date, the Lessee shall make quarterly reports to the Lessor's Authorized Representative as to the actual progress of the construction of the Leasehold Improvements.

8.4 The location of the Leasehold Improvements shall be generally as set forth in the Initial Site Plan as approved by the City.

8.5 Any modification, renovation, or relocation of utilities upon City-owned lands will be at the expense of the Lessee without recourse to the City. The Lessee shall pay for renovating or removing a structure currently upon the Leased Property. Such action shall not affect the quarterly payment of Rent due under this Lease. As provided in the Site Plan for the Project, Lessee shall construct/renovate maritime uses, restaurants and retailing, office, and entertainment uses upon the Leased Property and supporting infrastructure as Leasehold Improvements, subject to City codes and ordinances and other applicable governmental approvals.

8.6 Lessee shall, upon (a) City Commission approval of the Schematic Architectural Documents, and (b) issuance of a Building Permit for the Leasehold Improvements, move to commence construction of the Leasehold Improvements in accordance with the terms of this Lease and the Construction Schedule. Conditions and timing of construction and completion shall be set forth in the Construction Schedule. Final construction documents shall be consistent in all material respects with the Schematic Architectural Documents.

8.7 Once (a) the Lease Commencement Date has occurred in accordance with Article 7, (b) the Construction Schedule is proposed by the Lessee and accepted by the City; (c) a Building Permit for the construction of the Leasehold Improvements is issued; and (d) the Lessee is allowed to construct the Leasehold Improvements pursuant to the approved Plans and Specifications, the Lessee shall complete said improvements at the specified date agreed to by the parties in the

Construction Schedule (subject to Unavoidable Delay), or make liquidated damages payments to the City each quarter in the amount of the estimated Rent payments had the Leasehold Improvements been timely completed until a Certificate of Occupancy is issued for such facilities and they are available for use by the general public.

8.8 If the Lessee does not mobilize and begin and continue to completion significant meaningful construction of the Leasehold Improvements within forty-five (45) days after securing a Building Permit (subject to Unavoidable Delay), this Lease is subject to immediate termination unilaterally by the City subject to the notice and cure provisions in Article 17.1.6. Late completion after construction mobilization subject to Unavoidable Delay shall be subject to the liquidated damages described in Article 8.7.

8.9 The following items and conditions shall govern the review and approval of the Schematic Architectural Documents and the Plans and Specifications:

8.9.1 Within one hundred twenty (120) days from the date of issuance of all Permits and all other governmental approvals (including the Submerged Land Lease) that are necessary for the construction of the Marina, Lessee shall submit to the Lessor the proposed Schematic Architectural Documents. Lessor shall review the Schematic Architectural Documents and, within forty five (45) days following receipt thereof, shall respond to Lessee by either accepting or rejecting the Schematic Architectural Documents with detailed comments as to any rejection. At such time as the Lessor accepts the Schematic Architectural Documents, Lessee shall proceed with the preparation of complete Plans and Specifications, which Lessee shall complete and provide to the Building Department of the City in accordance with the approved Construction Schedule.

8.9.2 Lessor acknowledges that it may be necessary for Lessee to make variations in the Plans and Specifications during the performance of the work subject to the City's codes and ordinances.

8.9.3 Lessee may, at any time during the Term of this Lease, at Lessee's sole cost and expense, make or permit to be made any demolition, alteration, or change of, in, or to the Improvements or any part thereof or any building or improvement which may hereafter be erected thereon; subject to the Lessee being responsible for any and all financial obligations associated therewith; provided, however, that: (i) Lessor shall have the right to approve changes that constitute Major Alterations; (ii) such work shall be performed in a good and workmanlike manner and shall be completed free of any mechanic's and materialmen's liens; and (iii) that Lessee shall have obtained the approval of the Building Department of the City, if required.

8.10 In the event Lessee plan to make any demolition, alteration, or change of, in, or to the Improvements that constitutes a Major Alteration, the proposed plans and drawings for said proposed Major Alteration shall be submitted to the Lessor for its approval in accordance with the terms of Article 8.9.1 above.

9. MARINA.

9.1 In addition to Base Rent, Lessee will pay to the Lessor an amount equal to any marina charges paid by the Lessor to the State for usage of its Submerged Land Area. To comply with state mandated public purpose, slips shall be assigned by the harbormaster (Lessee representative) according to first-come, first-served priority and vessels shall be matched to slips so as to maximize available and useable berthing space and not restrict access and maneuverability.

9.2 Lessee will pay to the Lessor an amount equal to any mooring charges, including administrative fees, if any, or the Submerged Land Lease payment, whichever is applicable, paid by the Lessor to the State.

9.3 Lessee shall ensure that the following marina rules and regulations are enforced or caused to be enforced for the protection of the general public during the period of this Lease. The Lessee is permitted to alter these suggested terms as to specific language or application provided the "essence" of preserving the value to the public is maintained.

9.3.1 The Lessee's published rules and regulations shall apply to the Marina, Mooring Field, Landside Area and the storage areas. Applicability of these rules shall apply to all (boat owners, persons leasing a slip or other landside space in the marina including any Space Tenants and Land Tenants enjoying the Leasehold Improvements, their guests, employees, agents or contractors or invitees upon the premises, or visitors to the related entertainment or retailing facilities.

9.3.2 No boat shall be operated so as to cause a wake within the marina and mooring areas or within the identified Project's anchorage area. The rules of the road and the navigation laws of the United States shall apply to all vessels in the Marina and Mooring Area.

9.3.3 Neither the City nor any agent of the City shall be responsible for loss or damage to vessels within the Marina or Mooring Area or other uses. Each owner of a vessel shall be responsible for damage to other boats and for damage to any common areas or facilities (including, without limitation, docks, pilings, piers and bulkheads) as a result of any actions by their vessel.

9.4 The Lessee, to the best of its ability, shall ensure that all vessels moored/stored in the Marina or Mooring Area are carrying liability insurance against damage to persons or property with such limits as the Lessee may from time to time establish. The Lessee shall take all steps to limit or protect the City against liability due to the daily operations or standards applied. Tenant must agree to release and discharge the Lessee and City from any and all responsibility for injury (including death), loss, or damage to persons or property in connection with the Marina or Mooring Area or storage area.

9.5 All vessels moored/stored in the Marina or Mooring Area must be seaworthy, fully sound, in insurable condition, in compliance with all local, state and federal safety regulations.

9.6 All vessel owners should be required by the Lessee to demonstrate prior to mooring/storage: (1) information from current documentation certificate or registration card, and (2) the name and home and business address and telephone number of the owner of the vessel (and master of the vessel if different from owner). Such information should be maintained by the Lessee in usable form and made available to all authorized public officials (such as law enforcement and public safety representatives).

9.7 Fueling of a vessel in any slip or pier is strictly prohibited by the terms of this Lease. All fueling must be done at a designated fuel dock under the supervision of a Lessee representative. Minor routine maintenance may be accomplished at piers or storage spaces, but only with the expressed approval of Lessee. However, no major maintenance may be undertaken while the vessel is stored upon the property. Any vessel which sinks in the marina or mooring area shall be removed in a timely manner by the owner, or caused to be removed by the Lessee at the owner's sole risk and expense.

9.8 Oil, gas, spirits, paints, inflammables and other substances which are deemed pollutant substances under the provisions of any state or federal law may not be discharged into the waters or on the docks or Common Area. No discharge of sanitation effluent is permitted at the marina or mooring area. Lessee is held responsible to handle all spills of any petroleum, other pollutant or other prohibited discharge. No explosive or other hazardous materials of any nature may be stored in the marina or on any vessel except: (a) for fuel within Coast Guard approved tanks in a vessel, and (b) lubricants and normal cleaning materials used in the ordinary course of operation.

9.9 Cleaning of fish, shell fish and game is prohibited in the common areas in the Marina, except where expressly designated. Swimming from vessels, piers, docks or bulkhead is prohibited, and open fires are expressly prohibited on any vessel docked within the Marina (except in UL certified grills with the approval of the marina manager). Vessels moored to buoys in the Mooring Area may have open fires subject to applicable fire or other safety regulations. All garbage shall be securely wrapped, tied in plastic trash bags and deposited in receptacles supplied for that purpose, and all other debris shall be placed in specified locations, by Lessee and by all boat owners and visitors.

9.10 All persons shall reduce outdoor noise levels between the hours of 10:00 p.m. and 6:00 a.m. with unnecessary noise being avoided at all times provided, however, such hours may be amended from time to time for special events if requested by the Lessee and approved by the City.

9.11 There shall be no boat trailers in the parking lot. Campers and recreational vehicles may only be parked in the parking lot with the permission of the Lessee, but only in specifically designated areas, if provided.

9.12 Lessee may at any time require the removal from the Marina or the Mooring Area of any vessel and/or its owner in violation (or whose owner, owner's guests, agents, employees or invitees are in violation) of marina and mooring areas

rules and regulations and may have any such offending vessel and/or its owner (or vessel of any offending owner, or such owner's guests, agents, employees or invitees) removed in accordance with the then existing state and local laws.

9.13 All treated and untreated sewage generated from the Marina or Mooring Area shall be disposed of upland, in accordance with federal, state, and City regulations. Upland disposal methods shall apply also to all residential use-generated wastewater from showers, baths, sinks, laundry, decks and other miscellaneous sources, otherwise known as "gray water."

9.14 Lessee may choose the most appropriate technology to comply with the upland disposal requirements of this lease.

9.15 The Lessee shall establish an area of pierage where ferry or taxi vessels can conveniently dock for loading and unloading patrons. The Lessee shall maintain the existing facilities for docking and storage of the City's police and fire boat or provide facilities acceptable to the City in the marina area.

9.16 If a vessel owner fails or refuses to remove his or her vessel from a slip assignment (dock numbered space) on or before the date of cancellation of their dockage rights by the Lessee, then his designee shall exercise the rights provided by then existing State and local laws to have the vessel removed. Neither the City nor any of its officers or employees shall be liable for any such actions.

10. OWNERSHIP OF IMPROVEMENTS.

10.1 During the term of this Lease, the vertical and horizontal improvements constructed as part of the Leasehold Improvements will be owned by the Lessee or a Land Tenant. The Existing Improvements shall continue to be owned by the Lessor, subject to the Leasehold Interest of the Lessee pursuant to this Lease and further subject to the subleasehold interest of any Land Tenants and Space Tenants.

10.2 Lessee or the Land Tenant(s), if any, shall be entitled to depreciation on the buildings, other structures and improvements and fixtures comprising the Leasehold Improvements which are now or shall subsequently be erected upon the Leased Property.

11. PERMITS AND APPROVALS; FEES. Lessor and Lessee agree to follow the following procedure with respect to Permits and fees for the development contemplated by this Agreement:

11.1 Prior to the Lease Commencement Date, the Lessor, at Lessor's sole expense, agrees to use its best efforts to provide or secure all Submerged Land Leases and permits from the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers (for the maximum term possible).

11.2 On or after the Lease Commencement Date, the Lessee, at Lessee's sole expense, agrees to use its best efforts to obtain, maintain and renew all Submerged Land Leases (for the maximum term possible), zoning, subdivision, land use, construction and other similar and dissimilar governmental or quasi-governmental

approvals, licenses and Permits necessary to construct and operate the Project. All fees, costs and expenses associated with the foregoing shall be the sole obligation of Lessee, including, (i) any and all fees, costs and expenses pertaining to Building Permits and otherwise pertaining to the construction of the Leasehold Improvements, and (ii) those certain expenses described in Article 11.3. If requested by Lessee, Lessor will join in any application for any Permit(s) for the Leasehold Improvements, or, alternatively, recommend to and urge any governmental authority to which application for a Permit(s) has been made that such Permit(s) be issued or approved. To the greatest extent possible, the Lessee shall be responsible for obtaining renewals of all approvals, licenses, and Permits, including the Submerged Land Leases.

11.3 The Lessor agrees to fully cooperate with the Lessee to obtain renewals of the Submerged Land Leases, and other permitting agencies prior to their expiration dates. In the event that due to procedural rules a permitting agency will not grant a lessee an approval, license or Permit, including a Submerged Land Lease, then Lessor, at the sole cost of the Lessee, shall have a continuing obligation to maintain in full force and effect, and in good standing, all of the foregoing approvals, licenses and Permits (including the Submerged Land Leases). Lessor's willful or negligent failure to do so shall constitute a default of Lessor, and in addition to any other remedies, the Lessee shall have the right to obtain such approvals, licenses and Permits, including the Submerged Land Leases.

11.4 [INTENTIONALLY DELETED]

11.5 If rezoning or any variances or exceptions are required to implement the Lessee's proposed Plans and Specifications and/or proposed Site Plan, the Lessee shall be responsible for procuring such rezoning, variances, or exceptions through normal rezoning and permitting procedures and shall pay all legal or related expenses. Lessee's obligations under this Lease shall be contingent, at Lessee's option, upon obtaining all rezonings, variances, or exceptions necessary for the intended use of the Project, on or before October 1, 2007.

12. RIGHT OF ACCESS TO THE LEASED PROPERTY AND REQUIRED DOCUMENTS.

12.1 Commencing on the Effective Date and continuing throughout the Inspection Period, Lessee shall have the right to physically inspect the Leased Property and conduct its due diligence related thereto. Lessee and Lessee's officers, employees, consultants, attorneys and other authorized representatives shall have the right to reasonable access, upon reasonable prior notice to the Lessor, to the Leased Property and to all records of Lessor related thereto (including without limitation title information, surveys, environmental assessment reports and other information concerning the condition of the Leased Property), at reasonable times, for the purpose of inspecting the Leased Property, taking soil and ground water samples, conducting Hazardous Materials inspections, tests and assessments. Lessee agrees not to disrupt the normal business operations of the Leased Property.

12.2 Lessor shall give Lessee any authorizations which may be reasonably required by any third party in order to gain access to records or other information pertaining to the Leased Property or the use.

12.3 As of the Effective Date, Lessor has provided to the Lessee the following documents, if the same are held by the Lessor:

12.3.1 Copy of existing owner's title insurance policy and all applicable title exceptions;

12.3.2 Copy of survey and/or proposed legal description of the Leased Property (if different from the legal description in the owner's title insurance policy);

12.3.3 Copies of all existing Permits;

12.3.4 Copy of the Submerged Land Lease and any proposed amendments thereto;

12.3.5 Copies of all environmental site assessment reports in the City's possession for the Leased Property and any adjoining areas;

12.3.6 Copy of Management Agreement between the City and the State, and all amendments thereto with respect to the Leased Property and the Marina, together with any other documents and agreements pertaining to the Management Agreement.

13. REPRESENTATIONS AND WARRANTIES.

13.1 Lessee represents and warrants to the Lessor that each of the following statements is currently true and accurate and agrees the Lessor may rely upon each of the following statements:

13.1.1 Lessee is a Florida for profit corporation duly organized and validly existing under the laws of the State of Florida, has all requisite power and authority to carry on its business as now conducted, to own or hold its properties and to enter into and perform its obligations hereunder and under each document or instrument contemplated by this Agreement to which it is or will be a party, is qualified to do business in the State of Florida, and has consented to service of process upon a designated agent for service of process in the State of Florida.

13.1.2 This Lease and, to the extent such documents presently exist in form accepted by the Lessor and Lessee, each document contemplated or required by this Lease to which Lessee is or will be a party have been duly authorized by all necessary action on the part of, and have been or will be duly executed and delivered by, Lessee, and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein; or, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on Lessee.

13.1.3 This Lease and, to the extent such documents presently exist in form accepted by the Lessor and Lessee, each document contemplated or required by this Lease to which Lessee is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of Lessee enforceable against Lessee in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

13.1.4 There are no pending or, to the knowledge of Lessee, threatened actions or proceedings before any court or administrative agency against Lessee which question the validity of this Lease or any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder or the financial condition of Lessee.

13.1.5 Lessee has filed or caused to be filed all federal, state, local and foreign tax returns, if any, which were required to be filed by Lessee, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against Lessee.

13.1.6 All financial information and other documentation, including that pertaining to the Project or Lessee, delivered by Lessee to the Lessor, was, on the date of delivery thereof, true and correct.

13.1.7 The principal place of business and principal executive offices of Lessee are in the corporate limits of the City of Fort Lauderdale, Florida.

13.1.8 The execution, delivery, consummation, and performance under this Lease will not violate or cause the Lessee to be in default of any provisions of its governing documents or rules and regulations or any other agreement to which Lessee is a party or constitute a default there under or cause acceleration of any obligation of the Lessee there under.

13.2 Lessor represents, and agrees that Lessee may rely upon, the following statements:

13.2.1 Entering into this Lease is a valid, binding and permissible activity within the power and authority of the Lessor and does not violate any City Code, Charter provision, rule, resolution, ordinance, policy or agreement of the Lessor or constitute a default by the Lessor of any agreement or contract to which it is a party.

13.2.2 All steps, acts and conditions required to be done as a condition precedent to the execution of this Lease have been done, and the Lessor has full authority to enter into this Lease.

13.2.3 Lessor owns fee simple title to the Leased Property, except for that part of the Marina and the Mooring Field leased from the State pursuant to the Submerged Land Lease.

13.2.4 The individuals executing this Lease and related documents on behalf of Lessee are duly authorized to take such action, which action shall be, and is, binding on Lessee.

14. PROPERTY CONDITION.

14.1 The Leased Property is subject to certain described public rights-of-way or easements for public access, utilities, or similar situations, all as described in Exhibit "D" (the "Permitted Exceptions") The Lessee acknowledges that it has made a thorough and complete inspection of the Leased Property and accepts this Lease and the Leased Property and the Existing Improvements and is fully advised of its extent and condition. The Lessee fully accepts the Leased Property in its present "as is, where as" physical state and condition subject, however, to the terms of Articles 14.2 and 14.3.

14.2 Lessor agrees to eliminate all of the following items, if any, that are known to Lessor, or, if not known to Lessor, as are identified in writing by Lessee prior to the Lease Commencement Date:

14.2.1 Reversionary interests discovered during the Inspection Period;

14.2.2 Liens or other encumbrances; and

14.2.3 Any other matters that would prevent Lessee from using the Leased Property for its intended purpose.

14.3 Lessor covenants and agrees that any liens, encumbrances or other matters on the Leased Property shall be settled, satisfied or released by Lessor, at Lessor's sole cost and expense, prior to the Lease Commencement Date.

15. GENERAL OBLIGATIONS OF THE PARTIES. The following constitute obligations and covenants of the parties, their successors and assigns:

15.1 Lessee shall keep and maintain all Leasehold Improvements and Existing Improvements on the Leased Property in compliance with all governmental laws and requirements. Lessee shall have the right, at its or their own cost, to contest by appropriate legal proceedings, diligently conducted, the validity or applicability of complying with such laws or requirements. Lessor, on written request, shall sign any appropriate papers, or join in any such contest or empower Lessee to act in the name of Lessor as may be necessary or proper to permit Lessee to contest such laws or requirements.

15.2 In the event of a breach of any of the provisions of this Lease, the party not in breach shall be entitled to recover from the breaching party all costs, expenses, reasonable attorneys' fees and damages which may be incurred or sustained by reason of such breach.

15.3 Each party covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of the other party in and to the Leased Property covered by this Lease, and that

no person shall ever be entitled to any lien, directly or indirectly, derived through or under the other party, or its agents or servants, or on account of any act or omission of the other party, except for any lien reserved upon (i) the Lessee's (or Lessee's successors and/or assigns) Leasehold Interest in the Leased Property by a Lender or a Leasehold Mortgagee, or (ii) the subleasehold interest of any Space Tenant or Land Tenant (or their successors and/or assigns) in the Leased Property by a Lender or a Leasehold Mortgagee. All persons contracting with the Lessee, or furnishing materials or labor to the Lessee, or to its agents or servants, as well as all persons whomsoever, shall be bound by this provision of this Lease. The Lessee shall not be deemed to be the agent of the Lessor as to confer upon a laborer bestowing labor upon the Leased Property, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Leased Property, a lien upon the Lessor's estate under the provisions of Chapter 713, Florida Statutes, and subsequent revisions of that law. UNDER CHAPTER 713 OF THE FLORIDA STATUTES, THIRD PARTIES ARE HEREBY NOTIFIED THAT THEY MAY NOT IMPOSE A LIEN ON THE LESSOR'S INTEREST IN THE LEASED PROPERTY FOR LABOR, SERVICES OR MATERIALS FURNISHED TO, OR AT THE REQUEST OF LESSEE AND ANY SUCH LIENS ARE HEREBY PROHIBITED. If, notwithstanding said notice, any third party files a mechanic's lien purportedly against the Lessor's estate for or on account of labor, services or materials provided to or at the request of Lessee, Lessee shall dispose of the claim and ensuing litigation as Lessee deems appropriate at Lessee's expense, provided that if such party commences a foreclosure action with respect to such lien, Lessee shall transfer the lien to security as provided by Florida law or otherwise bond or cause the same to be discharged of record within thirty (30) days thereafter to prevent the foreclosure of Lessor's estate.

15.4 The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Martin County and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

15.5 For all portions of the Leased Property that are not tax-exempt, Lessee agrees to pay when due all real property taxes and special assessments of whatsoever kind levied and assessed against the Leased Property, if any. The Lessee further agrees to pay when due all sales and use taxes, and any and all other taxes or assessments imposed upon and being the liability of the Lessee and arising out of this Lease, including any sales taxes due on rental payments.

15.5.1 The Lessee shall have the right to review or protest, or cause to be reviewed or protested, by legal proceedings, any such taxes, assessments, or other charges imposed upon or against the Leased Property or the improvements built and placed on the Leased Property, and in case any such real property taxes, assessments, or other charges shall, as a result of such proceedings or otherwise, be reduced, cancelled, set aside or to any extent discharged, the Lessee shall pay the amount that shall be finally assessed or imposed against the Leased Property or the improvements built and placed on them by the Lessee, which are finally determined to be due and payable on any such disputed or contested items. All expenses of such litigation, including court costs, shall be paid by Lessee free of all expenses to Lessor. The term "legal proceeding", as used above, shall be construed as including appropriate

appeals from any administrative actions, judgments, decrees or orders and certiorari proceedings and appeals from orders entered in them. If required by law, Lessor agrees to join in any such legal proceeding or empower Lessee to act in the name of Lessor.

15.5.2 Lessor will cooperate with Lessee in any filing or appeal to the Martin County Property Appraiser pertaining to the Lessee's use of the Leased Property is for a public use for purposes of determining ad valorem real property taxes. In connection therewith, the Lessor and Lessee understand and agree that the development contemplated by this Lease is being undertaken by Lessee in the public interest to carry out a public purpose for the benefit of the Lessor.

15.6 The Lessee agrees, at its expense, to keep and maintain the Leased Property, the improvements, furnishings, fixtures and personal property located thereon in a good state of repair and condition, normal wear and tear or damage by the elements excepted, excepting therefrom all or any part of the Leased Property or improvements placed thereon that are subsequently assigned or transferred to or owned by the Lessor.

15.7 After the Construction Completion Date, Lessee may not, without the prior written consent of Lessor, which consent will not be unreasonably delayed, withheld, or conditioned, make any Major Alteration to all or any part of the Leasehold Improvements located on the Leased Property owned and controlled by Lessee or Lessee's successors or assigns or the Existing Improvements.

15.8 The Lessee at its expense agrees to deliver the Leased Property to the Lessor upon the termination of this Lease in its then existing state of repair and condition at the time of surrender. Notwithstanding this provision, the Lessor may at its sole option require the Lessee at its sole expense to remove any and all improvements, including, underground fuel storage tanks installed by Lessee or a Land Tenant or a Space Tenant, and thereafter to restore, fill, and grade the land to the Lessor's reasonable satisfaction.

15.9 Lessor covenants, warrants and agrees that Lessee, and Lessee's successors and assigns, shall be entitled peacefully to enjoy, to occupy, and to possess the Leased Property throughout the Lease Term without interference, hindrance or molestation.

15.10 Simultaneously with the execution of this Lease, a Memorandum of Lease in substantially the form attached hereto as Exhibit "E" shall be executed by Lessee and Lessor and recorded in the public records of Martin County, Florida. The cost of recording shall be borne by Lessee.

16. CONDEMNATION.

16.1 In the event of a taking of all of the Leased Property or so much of them so as to render the Leased Property unfit for purposes intended by this Lease, for any public or quasi-public purpose, under any statute or by right of eminent domain, the Lessee's liability to perform the terms and conditions of this Lease shall cease, but the

Lessee shall be entitled to any claim against the condemnor that the Lessee may be entitled to. Lessor shall refund to Lessee any Rent or other sums paid by Lessee for the period after the termination date of this Lease. In the event that Lessee is not a party to such condemnation, Lessee shall receive any portion of an award or compensation to the Lessor which is attributable to the fair market value of Lessee's Leasehold Interest, less the value of the reversionary interest in the Leasehold Improvements, as determined by any court or courts of competent jurisdiction.

16.2 In the event of a partial taking by condemnation or eminent domain so that the part not so taken shall be feasible for the continued operation of the Project for the purposes intended by the Lessee, then this Lease shall continue in full force and effect, and the Lessee shall be entitled to any claim against the condemnor that the Lessee may be entitled to. Lessee shall use the proceeds received by the Lessee pursuant to this Article 16 for purposes of restoring those portions of the improvements upon the remainder of the Leased Property and impacted by the condemnation to as near their former condition as circumstances will permit.

In determining whether repair or restoration is feasible, the Lessee shall consider, among other factors: (i) the cost of repairing or restoring the improvements affected by the condemnation; (ii) the amount of damage or destruction involved and the condemnation proceeds available to pay for the repair or restoration of the improvements affected by the loss; (iii) the effects of the loss on the Project's ability to operate in a commercially reasonable manner, and whether it is commercially reasonable to attempt to repair or restore; (iv) Lessee's ability to obtain all necessary Permits, Building Permits, and other governmental approvals required to repair or restore, and operate the Project in compliance with all applicable City codes and ordinances and all other applicable governmental laws and to a reasonably commercial standard or condition; and (v) the length of time remaining in the Lease Term at the time of the condemnation.

17. DEFAULT; REMEDIES.

17.1 Each of following events are events of default by Lessee under this Lease ("Event of Lessee's Default"):

17.1.1 Subject to Unavoidable Delay and the terms of Article 17.1.6 below, should Lessee fail to commence construction of the Leasehold Improvement within forty-five (45) days after issuance of the Building Permit for the Leasehold Improvements, this Lease and the Leasehold Interest shall terminate. Upon such termination, Lessee shall surrender the Leased Property to the Lessor in good condition and repair normal wear and tear excepted. Upon such surrender, neither party shall have any further right or obligation under this Lease. Unless and until a lease termination certificate is executed by Lessor and Lessee and recorded in the Public Records of Martin County, reflecting a termination of this Lease and surrender of the Leased Property pursuant to this Article 17.1, all parties are put on record notice and shall assume and rely upon the fact that this Lease is in good standing and in full force and effect.

17.1.2 In the event there shall be a material default by Lessee under this Lease prior to the Construction Commencement Date, and such material default shall continue after the expiration of the applicable grace period set forth in Article 17.1.6, Lessor shall have the following rights and remedies:

(a) The Lessor, by notice in writing transmitted to the Lessee, as provided in the paragraph entitled "NOTICES", may at its option declare the Lessee's interest under this Lease ended and without further force and effect. The Lessor is then authorized to re-enter and repossess the Leased Property and the improvements and personal property on them and the Lessee does in such event waive any demand for possession of the Leased Property, and agrees to surrender and deliver up the Leased Property peaceably to Lessor. In the event of such action, the Lessee shall have no claim whatsoever against the Lessor by reason of the improvements made upon the Leased Property, rents paid, or from any other cause whatsoever. Upon the Lessee's abandonment or surrender of the Leased Property, the Lessor shall retake possession of the Leased Property and, in such event, Lessor shall be limited to the rights and remedies set forth in Article 17.1.5.

17.1.3 In the event there shall be a material default by Lessee under this Lease after the Construction Commencement Date, and such material default shall continue after the expiration of the applicable grace period set forth in Article 17.1.6, Lessor shall have the right to all legal and equitable remedies under applicable law, excepting, however, Lessor shall expressly not have the right to terminate this Lease or obtain the right of re-entry or repossession of the Leased Property, unless such material default is a failure to pay Rent when due.

17.1.4 In the event there shall be a material default by Lessee under this Lease after the issuance of the Certificate of Occupancy for the Leasehold Improvements, and such Material Default shall continue after the expiration of the applicable grace period set forth in Article 17.1.6, Lessor shall have the right to all legal and equitable remedies under applicable law including the remedies set forth herein regarding the Lessee's failure to repair and maintain the Leased Property, excepting, however, Lessor shall expressly not have the right to terminate this Lease or obtain the right of re-entry or repossession of the Leased Property, unless such material default is a failure to pay Rent when due.

17.1.5 If, at any time, the Leasehold Improvements in the Upland Area are effectively "abandoned" for thirty (30) days, subject to written notice to the Lessee and an opportunity to cure said default in accordance with Article 17.1.6, Lessor may declare an Event of Lessee's Default, terminate the Lease, collect any past due Rent through the end of the then current quarter of the Lease Year, and take control of the Leased Property. Lessor's right to terminate the Lease, collect any past due Rents, and take control of the Leased Property shall be the sole and exclusive remedy of Lessor in the event Lessee abandons the Leased Property. For purposes of this Lease, the term "abandoned" shall not mean any period of time during which any portion of the Improvements are unoccupied (a) during initial "lease-up" of the Project following issuance of the Certificates of Occupancy; or (b) as a result of a Tenant ceasing operations for any reason whatsoever.

17.1.6 If any of the Events of Lessee's Defaults set forth in this Article 17.1 occur, or if Lessee shall fail in the performance of any material term of this Lease, then the Lessor, or its agent, may send to the Lessee a written notice of default, specifying the nature of the default, and Lessee shall, within sixty (60) days after the date of the notice, cure and remedy the default, and this Lease shall then continue as before; provided, however, in the event such breach cannot with due diligence be cured within a period of sixty (60) days, and if written notice of the default shall have been given to Lessee, and if Lessee, prior to the expiration of sixty (60) days from and after the giving of such notice commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and does so cure such default within a reasonable period of time, then Lessee shall not be in default under this Lease. Failure of the Lessor to insist upon the strict performance of any of the covenants, conditions and agreements of this Lease in any one or more instances, shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions and agreements.

17.2 Each of the following events are events of default by Lessor under this Lease ("Event of Lessor's Default"):

17.2.1 If Lessor shall fail in the performance of any material term of this Lease, then the Lessee, or its agent, may send to the Lessor a written notice of default, specifying the nature of the default, and Lessor shall, within sixty (60) days after the date of the notice, cure and remedy the default, and this Lease shall then continue as before; provided, however, in the event such breach cannot with due diligence be cured within a period of sixty (60) days, and if written notice of the default shall have been given to Lessor, and if Lessor, prior to the expiration of sixty (60) days from and after the giving of such notice commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and does so cure such default within a reasonable period of time, then Lessor shall not be in default under this Lease. Failure of the Lessee to insist upon the strict performance of any of the covenants, conditions and agreements of this Lease in any one or more instances, shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions and agreements.

17.2.2 In the event there shall be an Event of Lessor's Default and such Event of Lessor's Default shall continue after any applicable grace period, Lessee shall have the right to all legal and equitable remedies under applicable law.

17.3 Lessor and Lessee each agree promptly to perform, comply with and abide by this Lease, and each agree that time of payment and of performance of material obligations are of the very nature and essence of this Lease.

17.4 Lessor agrees that in the enforcement of Lessor's rights under this Lease, Lessor will not disturb the occupancy of the Restaurant Tenant under the Restaurant Lease provided the Restaurant Tenant is not then in default of its Restaurant Lease. Except as provided in this Article 17.4 and in the Restaurant Lease SNDA with respect to the Restaurant Tenant, Lessor shall not grant non-disturbance to any other Land Tenant or Space Tenant.

18. RIGHT TO CONTEST. Subject to the conditions set forth in Article 18.01 below, the Lessor or Lessee each may, at its sole discretion and expense, after prior written notice to the other party hereto, contest by appropriate action or proceeding conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any lien, any payment of any taxes, assessments, impact fees or other public charges of a similar nature that may from time to time be levied upon or assessed by any appropriate governmental authority against Lessee, the Project (or any part thereof), the Leased Property, furniture, fixtures, equipment or other personal property thereon, and the revenues generated from the use or operation of any or all of the above, any other payment specifically identified in this Lease, or compliance with any law, rule, regulation, or other such legal requirement.

18.1 The right to contest any charge, payment or requirement pursuant to this Article 18 is subject to the following:

18.1.1 such proceeding shall suspend the execution or enforcement of such charge, payment or requirement;

18.1.2 such proceeding will not create any risk of impairment of the acquisition or preparation of the Leased Property, the construction, completion, operation or use of the Project, the Leased Property, or any part thereof, in any material respect, and neither the Project or Leased Property, nor any part of the Project or the Leased Property, would be subject to any risk of being involuntarily sold, forfeited or lost or the acquisition of the Leased Property or the construction, equipping, or completion of the Leasehold Improvements or any part thereof be delayed or prohibited;

18.1.3 such proceeding will not subject any other party to criminal liability or risk of material civil liability for failure to comply therewith, or involve risk of any material claim against such party; and

18.1.4 the party seeking the benefit of this Article 18.1 shall have furnished to the other parties such security, if any, as may be required in such proceeding or as may be reasonably requested by the others, to protect the Project and the Leased Property, and any part thereof, and any interest of such parties hereunder.

19. DISPUTE RESOLUTION. In the event of any dispute arising out of or in any related to this Lease, or any of the transactions or occurrences described or contemplated herein, the parties shall be obligated to follow the following dispute resolution procedures:

19.1 First, the parties shall attempt to negotiate a resolution of the dispute by direct discussions. Such negotiation shall be initiated by written demand by one party to another, and the negotiations may occur with or without counsel, as the parties elect.

19.2 Second, in the event that any dispute is not resolved under Article 19.1 within three weeks of written demand for negotiation, the parties shall mediate the dispute under the statutes and rules governing mediation in the State of Florida. The parties shall first attempt to select a mediator by mutual agreement. Any mediator

selected, or sought to be appointed as provided below, shall be a mediator certified by the Supreme Court of the State of Florida to mediate civil cases. If they cannot do so within thirty (30) business days following the expiration of the ninety (90) day negotiation period, the parties shall petition the then Chief Judge of the Nineteenth Judicial Circuit of Florida to appoint an appropriate mediator. Such mediation shall be without prejudice to further voluntary or court-ordered mediation in the event it is unsuccessful. The costs of obtaining the appointment of a mediator, the fees and expenses of the mediation, or any other cost or charge of the mediation shall be borne equally by the parties, unless otherwise agreed.

19.3 If any dispute is not resolved pursuant to the foregoing process, either party may resort to any other legal or equitable remedies available to them under this Lease and applicable law.

20. OWNERSHIP AT TERMINATION OR EXPIRATION.

20.1 Subject to the provisions of Article 20.2 below, any improvements and fixtures located on the Leased Property at termination of the Lease shall become the property of the Lessor.

20.2 Any trade fixtures or personal property installed, attached to or located on the Leased Property by Lessee or any Space Tenant or Land Tenant, whether or not attached to the freehold, shall be and remain such Lessee's or Space Tenant's or Land Tenant's property and may be removed by the Lessee, Space Tenant or Land Tenant upon the termination of the Lease, provided that the Lessee, Space Tenant or Land Tenant shall repair, restore and save the Lessor harmless from all damage to any of the Leased Property including improvements located thereon and owned or controlled by the Lessee, Space Tenant or Land Tenant, caused by such removal. While this Lease is in effect, nothing herein is intended to prevent the Lessee or any Space Tenant or Land Tenant from being entitled to depreciation on the improvements and fixtures that are now or shall subsequently be erected upon the Leased Property.

21. INSURANCE. Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to Lessor. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

21.1 Lessee shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations required by law. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person - accident, \$100,000 each person - disease, \$500,000 aggregate - disease.

21.2 Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability Form filed by the Insurance Services Office. Lessor shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident,

combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

21.2.1 Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, and independent contractors. Fire Legal Liability insurance must be endorsed on this policy with limits no less than \$100,000 per occurrence. The coverages shall be written on occurrence-type basis and the Lessor shall be listed as an additional insured.

21.2.2 Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

21.2.3 Lessee understands and agrees that the minimum limits of Commercial General Liability Insurance and Umbrella Liability Insurance required may become inadequate during the term of this Lease and the minimum limits may be increased by the Lessor not more frequently than every five (5) Lease Years to reasonable and customary amounts for similar type projects.

21.3 Lessee shall require Contractors during construction of the Leasehold Improvements to provide or cause to be provided, pay for and keep in full force and effect the types and amounts of insurance customarily carried by contractors and subcontractors on jobs comparable to this Project.

21.4 Required insurance shall be documented by certificates of insurance that provide that Lessor shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. The name of this Lease must be listed on the certificate. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by Lessor, an ACORD 25. Lessee shall replace any cancelled, adversely changed, restricted or non-renewed policies with new policies acceptable to Lessor and shall file with Lessor Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the Lessor the Lessee shall, upon instructions of Lessor, cease all operations under the Lease until directed by Lessor, in writing, to resume operations. The "Certificate Holder" address should read: City of Stuart, 121 SW Flagler Avenue, Stuart, FL 34994.

21.5 Lessee's required coverage shall be considered primary and all other insurance shall be considered as excess, over and above the Lessee's coverage.

21.6 Lessee shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the Leased Property and the manner in which such activities shall be undertaken and to that end, Lessee shall not be deemed to be an agent of Lessor. Precaution shall be exercised at all times by Lessee for the protection of all persons, including employees, and property. Lessee shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

21.7 Lessee shall indemnify, defend and save harmless the Lessor from and against any and all claims, suits, actions, damages and causes of action arising during the term of this Lease, for any personal injury, bodily injury, loss of life or damage to property sustained on the Leased Property, or to or about the Leasehold Improvements placed on the Leased Property, or their appurtenances, or upon adjacent sidewalks or streets excepting therefrom public streets maintained by Lessor, and from and against all costs, counsel fees, expenses, liabilities, judgments and decrees incurred in or arising out of any such claim, the investigation of them, or the defense of any action or proceeding brought on them, and from and against any orders, judgments and decrees which may be entered in them. Lessee shall also specifically defend any action or proceeding brought against Lessor as the result of any such claim for bodily injury, loss of life or damage to property, at no cost or expense to Lessor. If Lessee has supplied Lessor with evidence of insurance covering any of the aforementioned risks, no claim shall be made against Lessee unless and until the insurer shall fail or refuse to defend and/or pay all or any part thereof.

21.8 Notwithstanding that each party to this Lease shall carry liability insurance, and shall even name each other as additional insureds, the Lessor hereunder shall only be liable for claims, torts, actions, damages, suits, and causes of action derived from its own actions or inactions and for those of its officials, employees and agents. It is the intent of this Lease that the City of Stuart, as Lessor, shall be responsible only for its own tort liability, and not that of the Lessee, and the Lessee specifically acknowledges the limitations of liability afforded to the Lessor by the provisions of Section 768.28, Florida Statutes, which are fully claimed by the Lessor. The Lessee shall not be deemed to be in default under the provision of this Article 21 if all or a portion of insurance required under this paragraph is not commercially available.

21.9 Lessor and Lessee hereby waive, or agree to cause their respective insurers to waive subrogation or consent to a waiver of right of recovery, or to agree that the insurance is not invalidated if the insured has waived, or has waived before the casualty, the right to recover against the other.

21.10 From and after the Turnover Date, Lessor shall indemnify, defend and save harmless the Lessee, at no cost or expense to Lessee, from and against any and all claims, suits, actions, damages and causes of action for any personal injury, bodily injury, loss of life or damage to property sustained on the Leased Property, or to or about the Existing Improvements arising prior to the Turnover Date, and for any other claims, suits, actions, damages and causes of action arising prior to the Turnover Date, and from and against all costs, counsel fees, expenses, liabilities, judgments and decrees incurred in or arising out of any such claim, the investigation of them, or the defense of any action or proceeding brought on them, and from and against any orders, judgments and decrees which may be entered in them.

22. CASUALTY. Lessee may determine the economic feasibility of obtaining or maintaining the windstorm and/or flood coverage of the builders' risk, business disruption, and property insurance which is otherwise required herein. If Lessee determines it is not possible, or not economically feasible to obtain or maintain said windstorm and/or flood insurance coverages, or business disruption coverage, it may be uninsured for windstorm and/or flood events. Lessee shall obtain all other coverages

required herein. The inability or unwillingness to obtain insurance coverages pursuant to this Article 22 shall not be used by the Lessee as a basis for determining the "reasonable opinion that repair and restoration is not feasible" as used in Article 22.4.

22.1 Coverages required herein shall be, if commercially available on commercially reasonable economic terms, builders risk, business disruption, and property insurance. Lessee will seek to insure on a replacement cost basis for customary risks from fire and other casualty, it being understood that as of the Effective Date, windstorm and flood insurance are not generally available on commercially reasonable terms for properties similar to the Project.

22.2 If a casualty loss affecting all or that part of the improvements located on the Leased Property should occur for all or that part of the improvements, the Lessee shall promptly notify the Lessor about the loss ("Notice of Loss"). The Notice of Loss shall include the date on which the loss occurred and the determination of the Lessee, in its reasonable opinion, as to whether the repair or restoration of the improvements affected by the loss is feasible. If repair or restoration is feasible, the proposed construction schedule and budget for implementing such repair or restoration shall be sent to Lessor within ninety (90) days after delivery of the Notice of Loss, subject to Unavoidable Delay.

22.3 If the Lessee determines in its reasonable opinion that repair or restoration is feasible, the Proceeds shall be used, collected and disbursed to pay for the repair or restoration in accordance with the proposed construction schedule and budget for implementing such repair or restoration. If any Proceeds remain after paying for the repair or restoration, they shall be disbursed to the Lessee.

22.4 If the Lessee determines in its reasonable opinion that repair and restoration is not feasible, Lessee will not be obligated to make such repair or restoration. In that event, the Proceeds shall be used to clear that portion of damaged or destroyed improvements affected by the loss, and the cleared lands shall be surrendered to the Lessor. Upon such surrender, this Lease shall terminate as to that surrendered portion. If Proceeds remain after paying for the cost of clearing that portion of the damaged or destroyed improvements affected by the loss, the Proceeds shall be then used to pay any additional costs incurred by the Project as a result of such loss and severance. Thereafter, any remaining Proceeds shall be disbursed to the Lessee. The time between the date of the casualty and the date on which Notice of Loss is given shall be considered an Unavoidable Delay under this Lease. Lessee will not be obligated to make any repair or restoration that is feasible, unless and until Lessee's time for performance has been extended by a period of time sufficient to repair or restore such loss and complete the balance of the Project.

22.5 Subject to Lessee's determination that repair or restoration of the Leasehold Improvements is feasible in accordance with 22.1 above, Lessee is required to rebuild if the Leasehold Improvements are destroyed in whole or in part by fire, flood, or windstorm damage, or other casualty, or any combination thereof, whether insured or noninsured, or whether totally destroyed or partially damaged. In the event that Lessor is unable to obtain or maintain business disruption insurance coverage after diligent efforts to do so, the Quarterly rent payments to the City during such occurrence shall be

forgiven during a period of business disruption not to extend beyond twelve (12) months after the date of such casualty and this Lease shall not be terminated during such period provided Lessee is using good faith efforts to cause the Leasehold Improvements to be reconstructed in an expeditious manner provided, however, Lessee shall not be penalized for its inability to obtain Permits and/or materials and/or skilled labor due to the consequences of the event that caused the casualty (i.e. hurricane). In the event that Lessor is able to obtain business disruption insurance coverage, Rent shall be paid as provided in Article 6 herein but said Rent shall not exceed the amount of business disruption proceeds actually received by Lessee. Restitution of the Leasehold Improvements is the prime objective of the City, subject, however, to the terms of Article 22.4 above.

23. ASSIGNMENT.

23.1 The Lessee may assign this Lease to a qualified party, subject to consent by the City Commission unless the party is an entity described in Article 23.2. The City Commission shall respond within forty (40) calendar days of the receipt of all necessary information (including information about the financial and experience ability of the assignee to perform under this Lease), for an assignment by the Lessee. Such consent must be obtained formally prior to assignee taking control and/or occupancy.

23.2 Lessee may assign the Ground Lease to a Huizenga Family Entity or a Huizenga Controlled Entity without the consent of the City Commission after giving notice of such assignment to the City.

23.2.1 "Huizenga Family Entity" means any entity or trust of which a greater than fifty percent (50%) interest is owned or controlled by a member of the Huizenga family, a Huizenga family trust and/or a Huizenga entity.

23.2.2 "Huizenga Controlled Entity" means any entity of which a greater than fifty percent (50%) interest is owned or controlled by a member of the Huizenga family and/or a Huizenga entity. Prior to such an assignment being effective, Lessee shall provide notice thereof which shall (i) contain the name of the assignee, (ii) demonstrate, to the satisfaction of the City, that the assignee is either a Huizenga Family Entity or a Huizenga Controlled Entity, and (iii) an executed assignment and assumption of the Ground Lease executed by the Lessee and the assignee. Such an assignment shall not adversely affect the Submerged Land Lease with the State and the entity to which the Ground Lease is being assigned shall be capable of performing the Lessee's obligations under the Ground Lease.

23.3 The City must be satisfied that any assignment of this Lease to a party not described in Article 23.2 above will not have a negative impact on the rights of the public access to the Leasehold Improvements or the Submerged Land Lease or, if required by the Submerged Land Lease, the assignment has been approved by the State.

23.4 City criteria to approve an assignment of this Lease shall be the following:

23.4.1 The City Commission, at its discretion, must be satisfied that the assignee intends to use the Leased Property in a manner that is consistent with uses allowed by this Lease.

23.4.2 The City Commission must be satisfied that the assignee possesses the financial capacity, a good reputation, and managerial ability to operate successfully on the Leased Property.

24. SUCCESSORS IN INTEREST. The covenants and agreements contained in this Lease shall be binding on and inure to the benefit of the respective permitted successors and assigns of the parties whether by merger or otherwise. Wherever used, the singular number shall include the plural, and the use of any gender shall be applicable to all genders.

25. NOTICES. All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served as follows:

25.1 All notices, demands, requests for approvals or other communications given by either party to another shall be in writing signed by the party or its counsel identified below, and shall be sent by (a) registered or certified mail, postage prepaid, return receipt requested, (b) courier service, (c) facsimile transmission, or (d) hand delivery to the office for each party indicated below and addressed as follows:

To Lessee: Huizenga Holdings, Inc.
450 East Las Olas Boulevard
Ft. Lauderdale, FL 33301
Attention: Robert J. Henninger, Jr., Executive Vice President
Facsimile: (954) 712-1410

Copies to: Huizenga Holdings, Inc.
450 East Las Olas Boulevard
Ft. Lauderdale, FL 33301
Attention: Richard Handley, Vice President and General Counsel
Facsimile: (954) 712-1410

and

Gunster, Yoakley & Stewart, P.A.
800 S.E. Monterey Commons Boulevard, Suite 200
Stuart, FL 34996
Attention: Paul K. Hines, Esq.
Facsimile: (772) 288-0610

To the
Lessor: City Manager
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994
Facsimile: (772) 288-5316

Copy to: City Attorney
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994
Facsimile: (772) 600-1219

25.2 Any such notice shall be considered delivered: (a) on the date of hand delivery, (b) on the first business day after the date of deposit with an overnight courier, (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as nondeliverable, as the case may be, if mailed by certified mail, or (d) upon receipt if delivered by facsimile telecommunication. Refusal by any person to accept delivery of any notice delivered to the office at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Article 25. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other parties and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular party hereto, all other parties may rely upon the last address given.

26. ESTOPPEL CERTIFICATES.

26.1 Lessor agrees that, at any time and from time to time during the term of this Lease, within twenty (20) days after request by the Lessee, the Lessor will execute, acknowledge and deliver to any prospective Space Tenant, Land Tenant, purchaser, assignee, mortgagee or other person designated by Lessee, a certificate stating: (a) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and identifying the modification agreements); (b) confirming that the Rent has been paid in full and the date of the last payment; (c) whether or not there is any existing default by either party hereto, and, if there is any such default, specifying the nature and extent thereof; (d) whether or not there are any setoffs, defenses, or counterclaims against enforcement of the obligations to be performed hereunder; and (e) any other information relating to this Lease reasonably requested by the Lessee.

26.2 Lessor will provide estoppel certificates to the lenders of any Space Tenant or Land Tenant which certificates shall confirm: (a) the term of the Lease, (b) no defaults under the Lease, and (c) other matters reasonably requested by the Space Tenant or Land Tenant's lender, if applicable.

26.3 In the event Lessee, any Space Tenant or any Land Tenant obtains Construction Financing and/or Long Term Financing for the Leasehold Improvements, Lessor agrees to cooperate with said lender(s) in connection with requests by said lenders for commercially reasonable "lender protection" terms provided said terms impose no additional obligation to or risk upon the Lessor.

26.4 Lessor agrees to enter into the Restaurant Lease SNDA with the Restaurant Tenant under the Restaurant Lease and/or its lender, pursuant to which

Lessor will not disturb the occupancy of said Restaurant Tenant provided it is not then in default of its Restaurant Lease.

27. SEVERABILITY. If any paragraph, subparagraph, sentence, clause, provision, or part of this Lease shall be held invalid for any reason, the remainder of this Lease shall not be affected.

28. LEASEHOLD NON-SUBORDINATED MORTGAGES.

28.1 No mortgage may be placed on the underlying fee interest of the City or on the Improvements, provided, however, Lessee shall have the right to grant a mortgage on the Leasehold Interest pursuant to the terms of this Article 28.

28.2 Lessee may not mortgage, pledge or encumber all or any part of the Leasehold Interest, without the prior written consent of the Lessor, except to a Leasehold Mortgagee. The provisions of this Article 28 and any other provisions contained in this Lease which benefit a Leasehold Mortgagee shall only apply to Leasehold Mortgagees under mortgages complying with the terms of this Article 28.

28.3 No Leasehold Mortgagee shall have the rights or benefits described in this Article 28, nor shall the provisions of this Article 28 be binding upon Lessor with respect to any such mortgage or any assignment thereof, unless or until such Leasehold Mortgagee shall deliver to Lessor an executed counterpart of such mortgage, together with a statement signed and acknowledged by such Leasehold Mortgagee that such mortgage will be subject and subordinate to the rights of Lessor hereunder. **Nothing contained in such a mortgage or contained herein, whether express or implied, shall have the effect of subordinating any interest or estate of Lessor in and to the Leased Property, to the lien of such a mortgage.**

28.4 If Lessee shall mortgage all or any part of the Leasehold Interest to an Leasehold Mortgagee(s), in compliance with Articles 28.2 and 28.3 of this Lease, the following provisions shall apply until the subject mortgage has been satisfied:

(a) There shall be no cancellation or surrender of this Lease by joint action of Lessor and Lessee without the prior consent in writing of the Leasehold Mortgagee(s), not to be unreasonably withheld.

(b) There shall be no modification of this Lease which would materially increase the Rent hereunder or shorten the Lease Term, by joint action of Lessor and Lessee, without the prior consent in writing of the Leasehold Mortgagee(s), not to be unreasonably withheld.

(c) Provided Lessee has provided Lessor written notice of the name and notice address of its Leasehold Mortgagee, Lessor, upon serving Lessee any notice of default or any other notice or demand required under this Lease, shall also serve a copy of such notice upon such Leasehold Mortgagee, and no notice or demand by Lessor to Lessee shall be deemed to have been duly given unless and until a copy thereof has been so served.

(d) Any Leasehold Mortgagee shall have the right to perform any term or condition of this Lease to be cured or performed by Lessee, and Lessor shall accept such performance by such Leasehold Mortgagee with the same force and effect as if furnished by Lessee, provided that such Leasehold Mortgagee remedies any monetary default no later than fifteen (15) days after same may be remedied by Lessee hereunder, and remedies any non-monetary default or performs such term or condition no later than the date that is thirty (30) days after the last date by which such default may be remedied by Lessee hereunder.

(e) In the event that the Leasehold Mortgagee is unable to cure such default without first obtaining control or title to the Leasehold Interest, Lessor shall provide the Leasehold Mortgagee an extended period of time in which to obtain control or title to the Leasehold Interest and to effectuate such cure, provided that the Leasehold Mortgagee commences proceedings to obtain control or title to the Leasehold Interest within sixty (60) days of receipt of a notice called for pursuant to subsection (c) of this Article 28.4 and diligently prosecutes such action or actions and commences to and diligently proceeds to cure such default upon obtaining possession or title to the Leasehold Interest. In the event that such proceedings are not necessary to enable the Leasehold Mortgagee to cure such default, the periods for curing the same shall not be extended as described in the preceding sentence.

28.5 A Leasehold Mortgagee(s) may become the legal owner of the Leasehold Interest by foreclosure of its mortgage(s) or as a result of the assignment of the Leasehold Interest in lieu of foreclosure provided that all obligations of Lessee hereunder are fulfilled in accordance with the terms of this Lease, including Article 28.4 regarding the right of an Leasehold Mortgagee to cure defaults hereunder.

28.6 If this Lease shall terminate for any reason or be rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights, any Leasehold Mortgagee or a person designated by such Leasehold Mortgagee, shall have the right, exercisable by notice to the Lessor within 30 days after the effective date of such termination, to enter into a new lease of the Leased Property with the Lessor. The term of said new lease shall begin on the date of the termination of this Lease and shall continue for the remainder of the term of this Lease including any extensions or renewals provided for hereunder. Such new Lease shall otherwise contain the same terms and conditions as those set forth herein, except for requirements which are no longer applicable or have already been performed, provided that such Leasehold Mortgagee shall have remedied all defaults on the part of the Lessee hereunder which are susceptible of being remedied by the payment of money, and provided further that such new lease shall require the Lessee thereunder promptly to commence, and expeditiously to continue, to remedy all other defaults on the part of the Lessee hereunder to the extent susceptible of being remedied. It is the intention of the parties hereto that such new lease shall have the same priority relative to other rights or interests to or in the Leased Property as this Lease. The provisions of this Article 28.6 shall survive the termination of this Lease and shall continue in full force and effect thereafter to the same extent as if this Article 28.6 were a separate and independent contract among the Lessor, the Lessee and each Leasehold Mortgagee. From the date

on which any Leasehold Mortgagee shall serve upon the Lessor the aforesaid notice of the exercise of its rights to a new lease, such Leasehold Mortgagee may use and enjoy the Leased Property without hindrance by the Lessor. If more than one Leasehold Mortgagee makes written demand upon Lessor in accordance with the provisions hereof for a new lease, the new lease shall be delivered pursuant to the leasehold mortgage, whose Leasehold Mortgagee is prior in lien among those who made the request and any other request shall be null and void and no force and effect.

28.7 No Leasehold Mortgagee shall become personally liable for the performance or observance of any covenants or conditions to be performed or observed by the Lessee unless and until such Leasehold Mortgagee becomes the owner of the Leasehold Interest upon the exercise of any remedy provided for in any leasehold mortgage or enters into a new lease with the Lessor pursuant to Article 28.6 above. Thereafter such Leasehold Mortgagee shall be personally liable for the performance and observance of such covenants and conditions only so long as such Leasehold Mortgagee owns such interest or is lessee under such new lease or to the extent of any proceeds from the transfer or conveyance of such interest.

28.8 A Land Tenant shall be entitled to mortgage its sub-leasehold estate in the Leased Property provided its Leasehold Mortgage complies with all applicable terms and conditions applicable to Leasehold Mortgages in the Land Lease. Any Leasehold Mortgage obtained by a Land Tenant shall be specifically subject and subordinate to the Lessee's rights under the Land Lease and the Lease, and to Lessor's fee ownership of the Leased Property. The sentence immediately preceding shall not be deemed or construed (by implication or otherwise) to impose or establish upon the Land Tenant's interest in the Land Lease or upon the lien of any Leasehold Mortgage the superiority of any lien or encumbrance, including, without limitation, the lien of any fee mortgage, judgment or tax created directly or indirectly by, through or against the Lessor's fee interest in the Leased Property covered by the Land Lease or the Lessee's interest in the Land Lease or the Lease. **Despite any provision which is or may appear to be to the contrary in the Land Lease, under no circumstances whatsoever shall Lessor's fee simple title interest, or Lessee's Leasehold Interest in the Leased Property, or any portion of them, be subordinated to the Land Lease.**

29. SALE OR ASSIGNMENT BY LESSOR.

29.1 Lessor shall only sell, transfer or mortgage its interest in the Leased Property or this Lease, or any portion thereof (subject to the Lessee's "Right of First Refusal" provided below) on the following terms. Any such sale, transfer or mortgage shall be subject to this Lease and the Lessee agrees to attorn to such purchaser, transferee or mortgagee, and the purchaser, transferee or mortgagee shall acknowledge in writing that its interest in the Leased Property is subject to this Lease (including Lessee's Right of First Refusal provided below) and, with respect to a purchaser or transferee, that it assumes all the obligations and liabilities of the Lessor hereunder. At the closing of a sale of its interest in the Leased Property and this Lease in accordance with this paragraph, Lessor shall be released from any liability hereunder arising after the closing of the sale.

29.2 In consideration of Lessee's execution of this Lease, Lessor hereby grants to Lessee for the entire Term of this Lease including the Initial Term and the Renewal Term, a right of first refusal ("Right of First Refusal") with respect to the Leased Property, subject to the terms and provisions set forth below. In the event Lessor receives an offer to purchase the Leased Property or any portion thereof during the Term of this Lease, which the Lessor intends to accept ("Offer"), Lessor shall provide to Lessee written notice of receipt of the Offer together with a copy of the Offer within fifteen (15) days of receipt of the Offer by Lessor. The giving of such notice shall constitute an offer by Lessor to sell the Leased Property (or applicable portion thereof) to the Lessee at the same purchase price as contained in the Offer and otherwise in accordance with the terms and provisions of the Offer. **Not later than sixty (60) days after receipt of such notice, the Lessee may elect to purchase the Leased Property (or applicable portion thereof) at the purchase price in accordance with the terms and provisions of the Offer by delivery to the Lessor of all of the following within such sixty (60) day period:**

29.2.1 written notice of the election of the Lessee to acquire the Leased Property (or applicable portion thereof);

29.2.2 a check made payable to the attorneys for the Lessor, as escrow agent, in the amount of the deposit set forth in the Offer; and

29.2.3 a duly executed sales agreement which contains the terms and provisions of the Offer, acceptable to the Lessor.

29.3 In the event the Lessee fails to elect to purchase the Leased Property (or applicable portion thereof) within said sixty (60) day period and in accordance with the foregoing, then Lessor shall be free to accept the Offer and the Leased Property (or applicable portion thereof) may be sold and conveyed to the buyer under the Offer free and clear of the Right of First Refusal (subject to the provisions of Article 29.1 above). In the event the sale of the Leased Property pursuant to the Offer does not occur, the Right of First Refusal granted to Lessee pursuant to the provisions of this Article 29 will apply to any subsequent proposed sale or transfer of the Leased Property by the Lessor. Notwithstanding anything contained in this Article 29 to the contrary, the sale or long term lease of waterfront real property by the Lessor may be subject to the requirement of a Referendum by the electors of the City of Stuart, and other applicable laws. No closing of a sale or long term lease under this Right of First Refusal shall be made in contravention of any applicable law.

29.4 Notwithstanding anything to the contrary contained in this Article 29, the Right of First Refusal herein shall not apply to Lessor's conveyance, sale or transfer of the entire Leased Property to a duly created agency of the Lessor, provided such conveyance, sale or transfer is subject to all the terms, conditions and covenants in this Lease, including this Article 29, and such transferee expressly assumes in writing all terms, conditions and covenants in this Lease applicable to the Lessor hereunder, and such written assumption is recorded in the Public Records of the County.

29.5 Simultaneously with the execution of this Lease, a Memorandum of Right of First Refusal in substantially the form attached hereto as Exhibit "F", shall be

executed by Lessee and Lessor and recorded in the public records of Martin County, Florida. The cost of recording shall be borne by Lessee.

30. COMPLETE AGREEMENT. The parties mutually represent and warrant to each other that this Lease constitutes the final and complete agreement of the parties on its subject matter and may not be changed, modified, discharged or extended except by written instrument duly executed by the parties. The parties agree that no previous representations or warranties shall be binding upon either party nor has the execution of this Lease been induced on the part of any party except as expressed in writing in this Lease.

31. NON-DISCRIMINATION. Lessee shall not discriminate against contractors, sublessees or users of the Existing Improvements or Leasehold Improvements with regard to race, creed, color, handicap, familial status, disability, marital status, religion, national origin or content of speech. Lessee accepts sole responsibility for ensuring such non-discriminatory access to the Leased Property.

32. SUBROGATION. The Lessor shall have the option, after sixty (60) calendar days' prior written notice to Lessee and without waiving or impairing any of Lessor's rights, to pay any sum or perform any act required of the Lessee under this Lease, and the amount of any such payment and the value of any such performance, together with interest on them, shall be secured by this Lease, and shall be promptly due and payable to the Lessor as additional rent.

33. CONFORMITY TO LAW. Lessee acknowledges that the Leased Property and the Leasehold Improvements to be constructed thereon are subject to all applicable laws, and to provisions and restrictions governing land use and zoning, site and structure design, compliance with building, environmental and occupational codes as determined by the applicable governing entity or instrumentality having jurisdiction.

34. LICENSES AND PERMITS. Except as otherwise provided in Article 11.1, Lessee shall, at its own expense, obtain all necessary permits, and pay all licenses, fees, and taxes required to comply with all applicable laws relative to development and operation to be conducted on the Leased Property in accordance with this Lease. Upon Lessor's written request, at reasonable intervals, Lessee agrees to provide Lessor with a copy of such permits and payments.

35. RADON GAS. Section 404.056, Florida Statutes requires that the following notification be given for real estate transactions of this type: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

36. RESTRAINTS UPON USE. Lessee understands and agrees that its use of the Leased Property is expressly subject to all applicable zoning and building restrictions in the City Codes and this Lease applicable to the Leased Property. The

Lessee shall comply in all particulars with all pertinent rules, regulations, laws and ordinances duly and legally promulgated by any governmental authority.

37. NO MERGER. There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate in the Leased Property or any part thereof by reason of the fact that the same person may acquire or hold, directly or indirectly, this Lease or the leasehold estate hereby created or any interest in this Lease or in such leasehold estate as well as the fee estate in the Leased Property or any interest in such fee estate.

38. SUBORDINATION OF PERSONAL PROPERTY. Lessor hereby subordinates in favor of any Leasehold Mortgagee any right to a Lessor's lien against the furnishings, fixtures, machinery, equipment, furniture, inventory and/or any other items of personal property which is owned by Lessee or any Space Tenants or Land Tenants, and now located or may hereafter be delivered or installed in or upon any of the improvements situated upon the Leased Property. This subordination is self-executing and no further evidence of the subordination must be produced. However, if requested by any Leasehold Mortgagee, Lessor shall execute and deliver a subordination agreement in the form reasonably required by such Leasehold Mortgagee within fifteen (15) business days of written request and the governing body of Lessor hereby authorizes and instructs its Authorized Representative to sign and deliver such subordination agreement when found not to be inconsistent with the purpose and intent of this Article 38.

39. DELAYS. In the event either party hereto is delayed in the performance of any act required hereunder by reason of an Unavoidable Delay, performance of such act shall be excused for the period of the Unavoidable Delay and the period for the performance of such act shall be extended for a period equivalent to the period of the Unavoidable Delay and all dates, time periods, deadlines as contained in this Lease shall be extended by the time period caused by the Unavoidable Delay. "Unavoidable Delay" means any of the following events or conditions or any combination thereof: acts of God, acts of the public enemy, riot, insurrection, war, terrorism, pestilence, archaeological excavations required by law, unavailability of materials after timely ordering of same, epidemics, quarantine restrictions, freight embargoes, fire, lightning, hurricanes, earthquakes, tornadoes, floods, extremely abnormal and excessively inclement weather (as indicated by the records of the local weather bureau for a five-year period preceding the Lease Commencement Date), strikes or labor disturbances, delays due to proceedings under Chapters 73 and 74, Florida Statutes, restoration in connection with any of the foregoing or any other cause beyond the reasonable control of the party performing the obligation in question, including, without limitation, such causes as may arise from the act of the other party to this Agreement, or acts of any governmental authority.

40. GOOD FAITH AND FAIR DEALING. Lessor and Lessee hereby agree to interpret the terms, conditions and provisions of this Lease in good faith exercising reasonable business judgment, and to attempt to resolve any and all issues, disputes or conflicts that may arise hereunder in a reasonable and fair manner.

41. TENTH YEAR REVIEW.

41.1 Tenth Year Lease Review shall be initiated by the City with respect to the following:

41.1.1 Improvements in technology or other aspects of the facilities subject to the Lease since the commencement of the Lease or the most recent Tenth Year Review;

41.1.2 Changes in management and operations of facilities such as those subject to the Lease that cause improved operations and increased efficiencies;

41.1.3 Review of history during the preceding ten year period and consideration of corrections and improvements in facilities and/or operations

41.1.4 Such other issues either party desires to raise for review and consideration.

41.2 The Tenth Year Lease Review shall not allow either party to unilaterally amend the Rent or other compensation features of the Lease, but the parties may mutually agree to amendments to the Lease as a result of such review.

42. RELATIONSHIP OF THE PARTIES / NO JOINT VENTURE. The parties hereby agree that it is their intention to create only the relationship of Lessor and Lessee, and neither this Lease, nor any term, provision, payment or right hereunder shall in any way or for any purpose, constitute or cause Lessor to become or be deemed a partner of Lessee in the conduct of its business, or otherwise, or to cause Lessor to become or be deemed a joint adventurer or a member of a joint enterprise with Lessee, nor shall this Lease, or any term or payment required herein, confer or be deemed to confer any interest upon Lessor in the conduct of Lessee's business.

43. EXCULPATION. Notwithstanding anything to the contrary provided in this Lease, neither Lessor, nor any officer, director, trustee, employee, agent, advisor or affiliate of Lessor, nor any holder of a superior interest in the Land, whether direct or indirect, shall have any personal liability with respect to any of the provisions of this Lease and, if Lessor is in breach or default with respect to its obligations or otherwise.

44. LEASE FOR BENEFIT OF PARTIES HERETO. Nothing in this Lease, whether express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the Lessor, Lessee or their officers, directors or incorporators, any right, remedy or claim under or by reason of this Lease or any covenant, condition or stipulation thereof; and the covenants, stipulations or agreements contained in this Lease are and shall be for the sole and exclusive benefit of the aforementioned parties, and their permitted successors and assigns.

45. QUIET ENJOYMENT. Lessor agrees that Lessee, upon paying the Rent and all impositions and other charges herein provided for and performing all the covenants and conditions of this Lease, shall (subject to Lessor's rights specified in this Lease) lawfully and quietly occupy the Premises during the term of this Lease as against Lessor or any persons claiming under or through Lessor.

46. UNDERSTANDINGS AND AGREEMENTS. All understandings and agreements between the parties are merged into this Lease, which fully and completely expresses the parties' agreement, and the same is entered into after full investigation; neither party is relying on any statement or representation made by the other not embodied in this Lease.

47. SEVERABILITY. If any of the provisions of this Lease, or any article, section, clause, phrase, word, or the application thereof, in any circumstances is held invalid, the validity of the remainder of this Lease, and of the application of any such provision, action, sentence, clause, phrase, or word, in other circumstances, shall not be affected thereby.

48. COVENANTS RUN WITH THE LAND. All provisions of this Lease and all exhibits attached hereto, and any amendments thereof, shall be construed as covenants running with the Land, and of every part thereof and interest therein shall continue and be fully enforceable during the duration of this Lease, and any and all extensions thereof.

49. CAPTIONS. The captions used in this Lease and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Lease or exhibits hereto.

50. GOVERNING LAW AND VENUE. This Lease shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida, without regard to principles of conflicts of law. Venue of all proceedings in connection herewith shall be in Martin County, Florida, and each party hereto hereby waives whatever their respective rights may have been in the selection of venue.

51. AUTHORITY OF LESSEE AND LESSOR. If Lessee is a corporation, each individual executing this Lease on behalf of the corporation represents and warrants that (s)he is duly authorized to execute and deliver this Lease on behalf of the corporation in accordance with a duly adopted resolution of the Board of Directors of the corporation, and that this Lease shall as of the Effective Date be binding upon the corporation in accordance with its terms. Lessee shall, within thirty (30) days after the execution of this Lease, deliver to Lessor a certified copy of a resolution of the Board of Directors of the corporation authorizing or ratifying the execution of this Lease. If Lessee is a partnership, joint venture, limited liability company or other unincorporated association, each individual executing this Lease on behalf of such entity represents and warrants that (s)he is duly authorized to execute and deliver this Lease on behalf of the entity, and that this Lease shall as of the Effective Date be binding upon the entity in accordance with its terms. Lessee shall, within thirty (30) days after the execution of this Lease, deliver to Lessor a document to that effect. Lessor represents that each individual executing this Lease on behalf of the Lessor is duly authorized to execute and deliver this Lease on behalf of the Lessor and that this Lease shall as of the Effective Date be binding upon the Lessor in accordance with its terms.

52. REPRESENTATIONS REGARDING BROKERS. Lessor and Lessee hereby represent to the other that they dealt with no broker or brokers in connection with the negotiation, execution and delivery of this Lease. Lessor and Lessee shall, and

do hereby, agree to indemnify and hold the other harmless from and against any losses, damages, penalties, claims or demands of whatsoever nature arising from a breach of its foregoing representation including, without limitation, reasonable attorneys' fees and expenses. The representations and indemnifications set forth in this Article shall survive the cancellation or termination of this Lease.

53. SUCCESSORS AND ASSIGNS. Except as otherwise provided in this Lease, the conditions, covenants and agreements contained in this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

54. INDEPENDENT COUNSEL. Lessor and Lessee each acknowledge and warrant that each has been represented by independent counsel and has executed this Lease after being fully advised by its counsel as to its effect and significance. This Lease is the result of negotiations between the parties and their respective attorneys, and shall be construed in an even and fair manner, regardless of the party who drafted this Lease or any provision thereof.

55. TIME OF THE ESSENCE. Time shall be of the essence with respect to each provision herein which requires performance by either party upon a specified date or within a specified time period. However, notwithstanding this provision, and not including the Initial Term or the Renewal Term of this Lease, the parties may waive or extend the time for any of the requirements herein by mutual written agreement, without the same being considered or constituting an amendment to this Lease.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

Executed and delivered
in the presence of:

CITY OF STUART, FLORIDA

Mary Nash
MARY NASH
(Print Name)
Paul J. Nicoletti
(Print Name)

By: [Signature]
Name: Dan Hudson
Title: City Manager

ATTEST:
By: [Signature]
Cheryl White, City Clerk



Cheryl A. White
City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

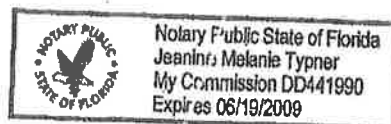
By: [Signature]
Paul J. Nicoletti, City Attorney

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 23rd day of October, 2006, by Dan Hudson and Cheryl White, City Manager and City Clerk, respectively, of the City of Stuart, Florida. They are personally known to me or have produced valid Florida drivers' licenses as identification.

[Signature] (SEAL)
Printed/Typed Name:
Notary Public-State of Florida
Commission Number:



Executed and delivered
in the presence of:

HUIZENGA HOLDINGS, INC.
a Florida for Profit corporation

Judith A. Versaggi
JUDITH A. VERSAGGI
(Print Name)
Elena Livingood
Elena Livingood
(Print Name)

By: Robert J. Henninger, Jr.
Name: Robert J. Henninger, Jr.
Title: Executive Vice President

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23 day of October, 2006, by Robert J. Henninger, Jr., Executive Vice President of Huizenga Holdings, Inc., a Florida for profit corporation. He is personally known to me or has produced a valid driver's license as identification.

Sylvia Carrizales (SEAL)
Printed/Typed Name: SYLVIA CARRIZALES
Notary Public-State of Florida
Commission Number



Exhibit "A"

Legal Description of Leased Property

LANDSIDE AREA

That part of Lots 9, 10, 11, and 12 of the Plat of FRENCH'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 5, Page 41 of the Public Records of Palm Beach (now Martin) County, Florida; that part of Lot 2 in Block 2 of THE FINAL PLAT OF KITCHING'S ADDITION to the TOWN OF STUART, according to the plat thereof as recorded in Plat Book 2, Page 86 of the Public Records of Palm Beach (now Martin) County, Florida, and that part of Government Lot 2, all in Section 5, Township 38 South, Range 41 East, lying in Martin County, Florida, being more particularly described as follows:

BEGIN at the Southwest corner of said Lot 9, being on the Northerly Existing Right of Way line for 1st Street; thence South 85°37'52" East along the Southerly line of said Lot 9, and said Northerly Existing Right of Way line, a distance of 171.00 feet; thence South 89°35'38" East along said Southerly line, and said Existing Right of Way line, a distance of 29.22 feet; thence North 10°30'29" West along the Westerly Existing Right of Way line for State Road 5, a distance of 35.31 feet to the beginning of a curve concave Southwesterly having a chord bearing of North 16°36'19" West; thence Northwesterly along said curve having a radius of 2,793.54 feet, through an angle of 02°08'26", an arc distance of 104.36 feet to the end of said curve; thence North 17°40'32" West, a distance of 140.40 feet to the beginning of a curve concave Northeasterly having a chord bearing of North 17°17'07" West; thence Northwesterly along said curve having a radius of 11,530.41 feet, through an angle of 00°46'49", an arc distance of 157.02 feet to the end of said curve; thence North 54°48'15" West, a distance of 151.14 feet to the present Meandering Line for South Fork River; thence South 00°08'29" West along said Meandering Line, a distance of 488.47 feet to a point on said Northerly Existing Right of Way line for 1st Street; thence South 85°37'52" East along said Northerly Existing Right of Way line, a distance of 50.67 feet to the POINT OF BEGINNING.

SUBMERGED LAND AREA

A parcel of submerged land lying in the St. Lucie River, adjoining Government Lot 2, Section 5, Township 38 South, Range 41 East, Martin County, Florida being more particularly described by metes and bounds as follows:

Commence at the Northeast corner of Lot 11, of Block 3, of the Plat of Kitching's Addition as recorded in Plat Book 2, at Page 86 of the Public Records of Palm Beach (now Martin) County, Florida; thence North 85°38'18" West, along the North line of said Lot 11 and its westerly extension a distance of 207.32 feet to an intersection with the mean high water line of the St. Lucie River; thence North 87°10'04" West, along the riparian line a distance of 36.25 feet to the POINT OF BEGINNING; thence continue North 87°10'04" West along said riparian line, a distance of 1003.14 feet; thence North 02°49'56" East, a distance of 41.92 feet; thence North 11°36'25" East a distance of 208.20 feet; thence North 29°26'07" East, a distance of 156.70 feet; thence North 35°06'54" East, a distance of 328.10 feet; thence South 74°40'24" East, a distance of 20.60 feet; thence South 85°14'39" East, a distance of 507.91 feet; thence South 54°48'15" East, a distance of 252.48 feet to an intersection with the mean high water line of the St. Lucie River; thence along said mean high water line for the following ten (10) courses: one (1) South 00°00'09" East, a distance of 145.13 feet; two (2) South 00°12'40" East, a distance of 63.68 feet; three (3) South 00°21'18" East, a distance of 77.56 feet; four (4) South 00°19'07" West, a distance of 26.71 feet; five (5) South 00°37'38" East, a distance of 46.41 feet; six (6) South 00°47'25" West, a distance of 50.09 feet; seven (7) South 01°04'35" East, a distance of 44.07 feet; eight (8) South 00°16'17" West, a distance of 29.98 feet; nine (9) South 82°15'24" West, a distance of 2.07 feet; ten (10) South 00°56'17" West, a distance of 15.53 feet; thence North 89°59'12" West, a distance of 38.86 feet; thence South 00°24'38" West, a distance of 7.76 feet to the POINT OF BEGINNING.

Exhibit "C"

Certification Letter From Lessee

Huizenga Holdings, Inc.
450 East Las Olas Boulevard
Ft. Lauderdale, FL 33301

_____, 2006

City Manager
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Re: Absolute Net- Non-Subordinated Ground Lease (Southpoint Project)
between City of Stuart, Florida, as Lessor, and Huizenga Holdings, Inc.,
as Lessee, dated as of _____, 2006 (the "Lease")

Dear _____:

In connection with the above referenced Lease, please be advised that all of the terms and conditions set forth in Articles 7.1.1 through 7.4, inclusive, of the Lease, have been satisfied. Accordingly, this letter shall constitute a "certification of completion", as described in Article 7.5 of the Lease.

In addition, pursuant to the terms of Article 7.5 of the Lease, the Lease Commencement Date shall be the date that you receive this letter. Please confirm in writing to the undersigned the date you receive this letter.

Sincerely,

HUIZENGA HOLDINGS, INC.
a Florida for Profit corporation

By: _____
Its: _____

cc: City of Stuart Attorney

Exhibit "D"

Permitted Exceptions

1. Terms and conditions and reversionary interest in Public Purpose Quit Claim Deed dated June 22, 1998 from the State of Florida Department of Transportation to the City of Stuart, recorded June 30, 1998 in Official Records Book 1319, Page 1225, Public Records of Martin County, Florida.
2. Matters shown on French's Subdivision according to the Plat thereof as recorded in Plat Book 5, Page 41, Public Records of Palm Beach (now Martin) County, Florida.
3. Matters shown on the Plat of Kitching's Subdivision according to the Plat thereof as recorded in Plat Book 2, Page 286, Public Records of Palm Beach (now Martin) County, Florida.
4. Resolution No. 256-03 of the City of Stuart regarding the Sovereignty Submerged Land Lease between the Florida Board of Trustees of the Internal Improvement Trust Fund and the City of Stuart dated December 8, 2003, recorded January 30, 2004 in Official Records Book 1862, Page 998, Public Records of Martin County, Florida.
5. Easements in favor of Florida Power & Light Company contained in instruments recorded in Official Records Book 128, Page 106 and Official Records Book 391, Page 2300, Public Records of Martin County, Florida.
6. Sovereignty Submerged Land Lease with Board of Trustees of the Internal Improvement Trust Fund of the State of Florida recorded in Official Records Book 1624, Page 1, Public Records of Martin County, Florida.
7. Sovereignty Submerged Land Lease between the Florida Board of Trustees of the Internal Improvement Trust Fund and the City of Stuart recorded January 30, 2004 in Official Records Book 1862, Page 1012, Public Records of Martin County, Florida.
8. Rights of way of South Federal Highway, (State Road 4), (State Road 5), Dixie Highway, also known as State Road 707, and Anchorage Way, including but not limited to deed recorded in Deed Book 26, Page 205, Public Records of Martin County, Florida. Also see Resolution recorded in Official Records Book 49, Page 84.
9. Rights of parties under unrecorded leases, if any.
10. Performance Bond recorded in Official Records Book 2119, Page 915, Public Records of Martin County, Florida.

Exhibit "E"

This instrument prepared by:
Paul K. Hines, Esq.
Gunster, Yoakley & Stewart, P.A.
800 S.E. Monterey Commons Blvd., Suite 200
Stuart, FL 34996

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is made as of the ____ day of _____, 2006, by and between **CITY OF STUART, FLORIDA**, a Florida municipal corporation ("Lessor"), and **HUIZENGA HOLDINGS, INC.**, a Florida for profit corporation ("Lessee").

W I T N E S S E T H

WHEREAS, the Lessor is the owner in fee simple of the real property located in Martin County, Florida, which is more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by reference (the "Leased Property"); and

WHEREAS, Lessee and Lessor have entered into that certain Absolute Net-Non-Subordinated Ground Lease (Southpoint Project), dated the date hereof, with respect to the Leased Property (the "Lease"), which provides that Lessor shall lease the Leased Property to Lessee and Lessee shall make certain improvements thereon, all in accordance with the terms, covenants and conditions set forth in the Lease; and

WHEREAS, Lessor and Lessee desire to enter into this Memorandum to give notice of said Lease and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein, Lessee and Lessor hereby agree as follows:

1. The above recitals are true and correct and are hereby incorporated into this Memorandum by this reference. All terms used but not defined herein shall have the meaning ascribed to them in the Lease.

2. The initial term of the Lease shall commence on the Lease Commencement Date and shall terminate on the fortieth (40th) anniversary of such date, provided, however, Lessee may renew the Lease for one (1) term of forty (40) years in accordance with the terms of Article 5.2 of the Lease.

3. Each party covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of the other party in and to the Leased Property covered by this Lease, and that no person shall ever be entitled to any lien, directly or indirectly, derived through or under the other party, or its agents or servants, or on account of any act or omission of

the other party, except for any lien reserved upon (i) the Lessee's (or Lessee's successors and/or assigns) Leasehold Interest in the Leased Property by a Lender or a Leasehold Mortgagee, or (ii) the subleasehold interest of any Space Tenant or Land Tenant (or their successors and/or assigns) in the Leased Property by a Lender or a Leasehold Mortgagee. All persons contracting with the Lessee, or furnishing materials or labor to the Lessee, or to its agents or servants, as well as all persons whomsoever, shall be bound by this provision of this Lease. The Lessee shall not be deemed to be the agent of the Lessor as to confer upon a laborer bestowing labor upon the Leased Property, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Leased Property, a lien upon the Lessor's estate under the provisions of Chapter 713, Florida Statutes, and subsequent revisions of that law. UNDER CHAPTER 713 OF THE FLORIDA STATUTES, THIRD PARTIES ARE HEREBY NOTIFIED THAT THEY MAY NOT IMPOSE A LIEN ON THE LESSOR'S INTEREST IN THE LEASED PROPERTY FOR LABOR, SERVICES OR MATERIALS FURNISHED TO, OR AT THE REQUEST OF LESSEE AND ANY SUCH LIENS ARE HEREBY PROHIBITED. If, notwithstanding said notice, any third party files a mechanic's lien purportedly against the Lessor's estate for or on account of labor, services or materials provided to or at the request of Lessee, Lessee shall dispose of the claim and ensuing litigation as Lessee deems appropriate at Lessee's expense, provided that if such party commences a foreclosure action with respect to such lien, Lessee shall transfer the lien to security as provided by Florida law or otherwise bond or cause the same to be discharged of record within thirty (30) days thereafter to prevent the foreclosure of Lessor's estate.

4. The sole purpose of this Memorandum is to give notice of said Lease and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Lease contains certain other rights and obligations in favor of Lessor and Lessee which are more fully set forth therein.

5. The terms, covenants and conditions contained in the Lease shall (i) be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns, for the entire term of the Lease and any extensions thereof, and (ii) run with the Leased Property described in Exhibit "A" attached hereto.

[NO FURTHER TEXT ON THIS PAGE.]

IN WITNESS WHEREOF, Lessee and Lessor have caused this Memorandum to be executed as of the day and year first above written.

Executed and delivered
in the presence of:

(Print Name)

(Print Name)

Executed and delivered
in the presence of:

(Print Name)

(Print Name)

Lessor:

CITY OF STUART, FLORIDA

By: _____
City Manager

Lessee:

HUIZENGA HOLDINGS, INC.
a Florida for Profit corporation

By: _____
Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by _____ and _____, City Manager and City Clerk, respectively, of the City of Stuart, Florida. They are personally known to me or have produced valid Florida drivers' licenses as identification.

(SEAL)

Printed/Typed Name:
Notary Public-State of Florida
Commission Number:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by _____, _____ of Huizenga Holdings, Inc., a Florida for profit corporation. He is personally known to me or has produced a valid driver's license as identification.

(SEAL)

Printed/Typed Name:
Notary Public-State of Florida
Commission Number

Exhibit "F"

This instrument prepared by:
Paul K. Hines, Esq.
Gunster, Yoakley & Stewart, P.A.
800 S.E. Monterey Commons Blvd., Suite 200
Stuart, FL 34996

MEMORANDUM OF RIGHT OF FIRST REFUSAL

THIS MEMORANDUM OF RIGHT OF FIRST REFUSAL ("Memorandum") is made as of the ____ day of _____, 2006, by and between **CITY OF STUART, FLORIDA**, a Florida municipal corporation ("Lessor"), and **HUIZENGA HOLDINGS, INC.**, a Florida for profit corporation ("Lessee").

WITNESSETH

WHEREAS, the Lessor is the owner in fee simple of the real property located in Martin County, Florida, which is more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by reference (the "Leased Property"); and

WHEREAS, Lessor and Lessee have entered into that certain Absolute Net-Non-Subordinated Ground Lease (Southpoint Project) (the "Lease"), dated the date hereof, whereby Lessor has granted to Lessee a right of first refusal (the "Right of First Refusal") to purchase the Leased Property from Lessor, pursuant to the terms and conditions of Article 29 of the Lease; and

WHEREAS, Lessor and Lessee wish to provide notice of certain facts and conditions relative only to Article 29 of the Lease concerning Lessee's Right of First Refusal ("Lessee's Right").

NOW, THEREFORE, in consideration of the Lease and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. The above recitals are true and correct and are hereby incorporated into this Memorandum by this reference. All terms used but not defined herein shall have the meaning ascribed to them in the Lease.
2. Pursuant to the terms and conditions of Article 29 of the Lease, Lessor has granted to Lessee the Right of First Refusal throughout the entire Term of the Lease, including the Initial Term and the Renewal Term.
3. This Memorandum is recorded solely to give notice of Article 29 of the Lease and of Lessee's Right of First Refusal thereunder. Article 29 of the Lease fully



BEFORE THE CITY COMMISSION
CITY OF STUART

RESOLUTION 52-06

A RESOLUTION OF THE CITY OF STUART, FLORIDA; APPROVING AND ACCEPTING THE LIST OF BUSINESS TERMS FOR THE SOUTHPOINT MARINA PROJECT; AND AUTHORIZING PREPARATION OF A LEASE FOR THE SOUTHPOINT MARINA WATERFRONT PROJECT; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAID LEASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 29, 2005, the City Commission of the City of Stuart, Florida, accepted a proposal from Huizenga Holdings, Inc. ("Huizenga") for the redevelopment of the Southpoint Marina ("Southpoint Project"), subject to negotiation of business terms; and

WHEREAS, ZHA, Inc. of Annapolis, Maryland, was retained as a consultant to the City and negotiated with Huizenga Holdings, Inc. to reach agreement on the business terms for the Southside Project, and

WHEREAS, ZHA presented the negotiated business terms for the Southpoint Project to the City Commission during a workshop on March 27, 2006; and

WHEREAS, the City Commission desires to proceed with the preparation of the definitive leases between the City of Stuart and Huizenga Holdings, Inc. for the Southpoint Project.

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

SECTION 1. The City Commission has received and reviewed the proposed Listing of Business Terms, dated March 21, 2006, for the Southpoint Project, a copy of which is attached hereto as Exhibit "A," and incorporated herein.

SECTION 2. The proposed Listing of Business Terms is consistent with the goals and objectives of the City for the redevelopment of the landside property and use of the adjacent submerged lands constituting the sites of the Southpoint Project.

SECTION 3: The City Commission hereby authorizes and directs The Cardwell Law Firm, as special counsel to the City for the Southpoint Project, to prepare definitive leases for such projects that reflect the terms set forth in the Listing of Business Terms, dated March 21, 2006.

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Resolution 52-06

SECTION 4. The City Commission hereby authorizes and directs the City Manager to execute the lease for the Southpoint Project, subject to review and approval by the City Attorney.

SECTION 5. This Resolution shall take effect immediately upon its adoption by the City Commission.

PASSED AND ADOPTED this 27th day of March, 2006.

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

YES	NO	ABSENT
/		
/		
/		
/		

CAROL S. WAXLER, MAYOR
MICHAEL MORTELL, COMMISSIONER
JEFFREY KRAUSKOPF, COMMISSIONER
MARY HUTCHINSON, COMMISSIONER

ATTEST:

C Cheryl White
CHERYL WHITE
CITY CLERK

Carol S. Waxler
CAROL S. WAXLER
MAYOR

REVIEWED FOR FORM AND LEGAL SUFFICIENCY
CORRECTNESS:
Paul J. Nicoletti
PAUL J. NICOLETTI, CITY ATTORNEY



Cheryl A. White
City Clerk

1 **Listing of Business Terms**

2 **March 21, 2006**

3 **South Marina Project**
4 **Stuart, Florida**

5 1. a. "Residual Land Value" for landside parcels plus rental for submerged
6 lands – anchorage and moorings to determine Quarterly Basic Ground Lease Payment Terms. A
7 "Flat Rent" Lease with a provision for

8 (i) Annual adjustments for changes in the CPI-U-South Region; and

9 (ii) Quarterly payments of rent.

10 b. "CPI-U-South Region" means the index of consumer prices developed and
11 updated by the U.S. Department of Labor Bureau of Labor Statistics for urbanized areas within
12 the defined southern US region. CPI-U (South) includes expenditures by urban wage earners and
13 clerical workers, professional, managerial, and technical workers, the self-employed, short-term
14 workers, the unemployed, retirees and others not in the labor force.

15 c. Base Initial Rent shall be Two Hundred Ninety Thousand Dollars
16 (\$290,000.00) annually beginning upon issuance of the final certificate of occupancy for the
17 structures on the landside and submerged land lease parcels, subject to adjustment as provided
18 herein. Base Initial Rate (10 percent of Full Appraised Land/Facilities Value) divided by 4
19 equals the initial quarterly payments. Annual rent will be adjusted each 13th month by the
20 increase in the published Consumer Price Index from the previous year divided by 4 to determine
21 the Quarterly Base Rent for subsequent quarters in that year.

22 d. An amount equal to any payments required to be made by the City to the
23 State of Florida under the City's submerged land lease for the ~~launching area~~ ^{launching area} will be paid by the
24 Developer to the City at least ten (10) days in advance of the date the City's payment is due to
25 the State.

26 e. Index Factor applied against quarterly base rate. CPI-U-South Region per
27 the previous quarter's released figures as posted on the U.S. Bureau of Labor Statistics web site,
28 or any successor index. The 4th quarterly payment each year shall be subject to adjustment based
29 on the Index Factor and the amount of such payment shall then be the quarterly rent payment for
30 the next three (3) quarters.

31 f. Quarterly rent payment payable by the 15th day of each calendar quarter.
32 Rent is paid in advance for each quarter. The first quarterly rent payment shall be paid on the
33 date of issuance of a certificate of occupancy for the upland improvements and shall be pro-rated
34 for the balance of the calendar quarter remaining until the first day of the next calendar quarter.
35 In the event the Index used is adjusted or restated at year end, the parties agree that the rent
36 payments made during said year shall be readjusted.

EXHIBIT A

1 g. During construction of the upland improvements the Developer shall pay
2 quarterly rent payments equal to the revenue received by the City from the Southside current
3 upland and maritime operations during the year preceding the commencement of construction
4 divided by four (4). The annual construction period rent shall be paid in four equal quarterly
5 payments in advance beginning on the date when the initial Building Permit for the upland
6 improvements is issued and continue until the certificate of occupancy for such improvements is
7 issued when the rent calculations and payments described in a – f shall commence.

8 2. Lessee will pay to the City marina charges equal to any marina charges paid by
9 the City to the State for usage of its submerged lands. To comply with state mandated public
10 purpose, slips shall be assigned by the Harbormaster (Lessee representative) according to first-
11 come, first-served priority and vessels shall be matched to slips so as to maximize available and
12 useable berthing space and not restrict access and maneuverability.

13 3. Lessee will pay to the City mooring charges equal to any mooring charges paid by
14 the City to the State.

15 4. a. Ground Lease shall be for a term of 40 years with one option to renew for
16 an additional 40 years.

17 b. Option exercised at the discretion of the Developer within a 24- month
18 notice requirement, with such renewal being a continuation of the same relationship on the same
19 basis as the original lease, provided that such option may only be exercised if the Developer is
20 not then in material default of the Lease at the time of the notice.

21 c. In addition to the option described in b., to handle disposition aspirations,
22 the Lessee can request the right to exercise the renewal option prior to any pending negotiated
23 disposition to an acceptable third-party entity so long-term financing (mortgage rights) may be
24 introduced into the project's economics. City reserves the discretion to approve any disposition
25 of Lessee's rights under the lease, although denial must be precisely stated, supported by logical
26 reasoning. Any renewal under this provision shall not extend beyond 80 years from the
27 commencement of the Lease.

28 5. Lease of Landside parcels, marina area and mooring site shall be on an
29 unsubordinated basis for duration of lease and any extension thereof. City will provide estoppel
30 certificates to the lenders of any tenants occupying the improvements to be constructed by the
31 Developer which certificates shall confirm: (a) the term of the Ground Lease, (b) no defaults
32 under the Ground Lease, and (c) other matters reasonably requested by the tenant's lender, if
33 applicable. In addition, in the event Developer obtains construction and/or permanent financing
34 for its proposed improvements, City agrees to cooperate with Developer's lender(s) in
35 connection with requests by said lenders for commercially reasonable "lender protection" terms
36 provided said terms impose no additional obligation to or risk upon the City.

37 6. a. Developer acknowledges that it has inspected the developable site and its
38 improvements and accepts the land lease and its parcels and improvements in their "as is, where
39 as" condition. Any existing liens and encumbrances on the landside improvements (such as

1 unamortized public debt) shall be settled prior to lease commencement including any liens or
2 encumbrances filed against title.

3 b. Prior to commencement of the Ground Lease, City shall provide to
4 Developer the following:

- 5 (i) Copy of existing owner's title insurance policy and all applicable
6 title exceptions;
- 7 (ii) Copy of survey and/or proposed legal description of the leased
8 premises (if different from legal description in the owner's title
9 insurance policy);
- 10 (iii) Copies of all existing permits;
- 11 (iv) Copy of proposed Submerged Land Lease;
- 12 (v) Copies of all environmental site assessments in the City's
13 possession for the lease premises and any adjoining areas;
- 14 (vi) Copy of existing Management Agreement between City and State
15 of Florida, and all amendments thereto (the "Management
16 Agreement") with respect to the leased premises and the marina,
17 together with any other documents and agreements pertaining to
18 the Management Agreement.

19 7. Notwithstanding the above, the site is subject to certain described public rights-of-
20 way, or easements for public access, utilities, or similar situations — all such easements will be
21 legally described in the parcel descriptions and documented in the exhibits attached to the
22 Ground Lease.

23 8. City agrees to eliminate any identified:

24 (a) Reversionary interests discovered during the title search;

25 (b) Liens or other encumbrances; and

26 (c) Any other matters that would prevent Developer from using the leased
27 premises for its intended purpose.

28 9. Any modification, renovation, or relocation of utilities upon City-owned lands
29 will be at the expense of the developer without recourse to the City. The Developer shall pay for
30 renovating or removing a structure currently upon the site. Such action shall not affect the
31 monthly ground lease payment.

32 10. As provided in the site plan for the Project, Developer shall construct/renovate
33 maritime uses, restaurants and retailing and entertainment uses upon the property and supporting
34 infrastructure as "leasehold" improvements, subject to City codes and ordinances.

35 11. The Developer accepts all liability associated with any City-owned site/
36 improvements turned over in the Ground Lease to the Developer. Further, after completion of
37 construction of the leasehold improvements, the Developer accepts responsibility to maintain all

1 assumed City improvements on the leased property and renovate and renew such at its discretion
2 and costs.

3 12. If rezoning or any variances or exceptions are required to implement the
4 Developer's proposed plans, the Developer shall be responsible for procuring such rezoning,
5 variances or exceptions through normal rezoning and permitting procedures and shall pay all
6 legal or related expenses. Developer's obligations under the Ground Lease shall be contingent
7 upon obtaining all rezonings, variances or exceptions necessary for the intended use of the leased
8 premises.

9 13. a. All buildings, structures, improvements and fixtures erected or placed on
10 the leased premises by or for the Developer shall be and remain the property of the Developer so
11 long as the Ground Lease is in effect. At the termination of the lease or any extension, the
12 Developer's improvements shall at the discretion of the City either (i) be demolished in whole or
13 in part and removed from the property; or (ii) accepted by the City and then become the property
14 of the City for \$1.00 and other considerations.

15 b. Non-fixture personalty owned by the Developer at the expiration of the
16 Ground Lease shall continue to be owned by Developer, and upon expiration of the Ground
17 Lease shall be removed by the Developer or may remain if approved by the City. Any such
18 personalty that is attached to a structure or property shall not be removed unless approved by the
19 City.

20 c. Developer shall be entitled to depreciation on the buildings, other
21 structures and improvements and fixtures which are now or shall subsequently be erected upon
22 the leased Premises.

23 14. If the City has clear title and should (at its discretion) decide to sell the underlying
24 landside or related rights in the marina or moorings areas, prior to offering the property up for
25 sale to the general public, the Developer shall have an option to buy the property in fee simple at
26 the then determined "Fair Market Value." For purposes of the Ground lease, the term "Fair
27 Market Value" shall mean the highest and best use publicly permissible by entitlements on the
28 subject project area, physically possible, financially feasible, and maximally productive use
29 producing the highest residual land value with the rate of return warranted by market conditions.

30 15. Developer shall have the right to use the landside parcels for commercial retail or
31 office purposes, marina related use, and parking (including a parking garage) subject to
32 restrictions and prohibitions stated in the Ground Lease. In the case of retail or related space
33 upon the landside parcels subject to use restrictions related to maritime uses, entertainment or
34 restaurant or similar uses, such restrictions cannot be altered by any subsequent subletting to
35 another tenant by the Lessee.

36 16. a. The City is not responsible for any taxes on the lease, sub-leases, the
37 leased property, including any improvements thereon, and any taxes applicable to the marina or
38 mooring areas. Failure of the Developer to pay any taxes it owes in a timely manner shall be
39 justification for termination of the lease after reasonable and normal notification and cure
40 provisions.

1 b. City will cooperate with Developer in any filing or appeal to the Martin
2 County Property Appraiser pertaining to the Developer's use of the leased premises is for a
3 public use for purposes of determining ad valorem real property taxes.

4 17. a. Developer is required to rebuild if the leasehold improvements are
5 destroyed in whole or in part by fire, flood, or windstorm damage, or other casualty, or any
6 combination thereof, whether insured or noninsured, or whether totally destroyed or partially
7 damaged. Quarterly rent payments to the City during such occurrence shall be forgiven during a
8 period of disruption not to extend beyond twelve (12) months after the date of such casualty and
9 the Ground Lease shall not be terminated during such period provided Developer is using good
10 faith efforts to cause the leasehold improvements to be reconstructed in an expeditious manner
11 provided, however, Developer shall not be penalized for its inability to obtain permits and/or
12 materials and/or skilled labor due to the consequences of the event that caused the casualty (i.e.
13 hurricane). Restitution of the improvements and public use of thereof is the prime objective of
14 the City.

15 b. Subject to Force Majeure, Developer must move expeditiously during any
16 period of disruption of use (in a timely and predictable manner) or rent abatement shall be
17 terminated if "cut-off" timing mutually agreed between the City and Developer is not adhered to.
18 Failure to engage in restoration of use due to casualty shall cause the Ground Lease to terminate,
19 after normal notification and cure provisions are met, and any leasehold interest held by the
20 Developer shall vest, without cost, to the City. If the Ground Lease is terminated due to damage
21 to the improvements, then the Developer will remove debris and clear the site before the City
22 assumes control of the leased premises.

23 18. If leasehold improvements in the landside areas are effectively abandoned for
24 thirty (30) days, subject to written notice to the Developer and a reasonable time to cure said
25 default, the City may declare a default, terminate the Ground Lease, and take control of the
26 leased premises.

27 19. Developer shall, upon City Commission approval of the schematic architectural
28 documents and specifications, move to satisfy in strict accordance with final drawings and
29 specifications all such improvements. Conditions and timing shall be spelled out (Final Detailed
30 Construction Schedule) and attached as an exhibit to the Ground Lease. Final construction
31 documents shall be consistent with the schematic architectural documents and specifications as
32 approved by the City Commission.

33 20. Once (a) the construction schedule is proposed and adopted by the City (b) a
34 building permit for the construction of the improvements is issued, and (c) the Developer is
35 allowed under this "turnkey transaction" to construct their improvements in strict accordance
36 with the final drawings and specifications, the Developer shall complete said improvements at
37 the specified date (subject to Force Majeure as more particularly described in Section 17 (a)
38 above), or make liquidated damages payments to the City each quarter in the amount of the
39 estimated rent payments had the improvements been timely completed until such facilities are
40 deemed complete and available for use by the general public.

1 21. If the Developer does not mobilize and begin and continue to completion
2 significant meaningful construction within forty-five (45) days after securing a building permit
3 (subject to Force Majeure), the Ground Lease is subject to immediate termination unilaterally by
4 the City. Late completion (after construction mobilization) shall be subject to the liquidated
5 damages described in 20.

6 22. a. The Developer may assign the Ground Lease to a qualified party, subject
7 to consent by the City Commission unless the party is an entity described in b. The City
8 Commission shall respond within forty (40) calendar days of the receipt of all necessary
9 information (including information about the financial and experience ability of the assignee to
10 perform under the Ground Lease), for an assignment by the Developer. Such consent must be
11 obtained formally prior to assignee taking control and/or occupancy.

12 b. Developer may assign the Ground Lease to a Huizenga Family Entity or a
13 Huizenga Controlled Entity without the consent of the City Commission after giving notice of
14 such assignment to the City. "Huizenga Family Entity" means any entity or trust of which a
15 greater than fifty percent (50%) interest is owned or controlled by a member of the Huizenga
16 family, a Huizenga family trust and/or a Huizenga entity. "Huizenga Controlled Entity" means
17 any entity of which a greater than fifty percent (50%) interest is owned or controlled by a
18 member of the Huizenga family and/or a Huizenga entity. Prior to such an assignment being
19 effective, Developer shall provide notice thereof which shall (i) contain the name of the assignee,
20 (ii) demonstrate, to the satisfaction of the City, that the assignee is either a Huizenga Family
21 Entity or a Huizenga Controlled Entity, and (iii) an executed assignment and assumption of the
22 Ground Lease executed by the Developer and the assignee. Such an assignment shall not
23 adversely affect the Submerged Land Lease with the State and the entity to which the Ground
24 Lease is being assigned shall be capable of performing the Lessee's obligations under the
25 Ground Lease.

26 c. The City must be satisfied that any assignment of the Ground Lease to a
27 party not described in paragraph (b) above will not have a negative impact on the rights of the
28 public access to the improvements or the Submerged Land Lease or, if required by the
29 Submerged Land Lease, the assignment has been approved by the State.

30 23. City criteria to approve an assignment of the Ground Lease under 22 a. shall be
31 the following:

32 a. The City Commission, at its discretion, must be satisfied that the assignee
33 intends to use the leased premises in a manner that is consistent with uses allowed by the Ground
34 Lease.

35 b. The City Commission must be satisfied that the assignee possesses the
36 financial capacity, a good reputation, and managerial ability to operate successfully on the
37 subleased premises.

38 24. Developer shall ensure that the following marina rules and regulations are
39 enforced or caused to be enforced for the protection of the general public during the period of

1 lease. The Developer is permitted to alter these suggested terms as to specific language or
2 application provided the "essence" of preserving the value to the public is maintained

3 a. The Lessee's published rules and regulations shall apply on the landside
4 parcels, the storage areas. Applicability of these rules shall apply to all (boat owners, persons
5 leasing a slip or other landside space in the marina including any subtenants of buildings and
6 spaces) enjoying the leaseholders' improvements, their guests, employees, agents or contractors
7 or invitees upon the premises, or visitors to the related entertainment or retailing facilities.

8 b. No boat shall be operated so as to cause a wake within the marina and
9 mooring areas or within the identified Project's anchorage area. The rules of the road and the
10 navigation laws of the United States shall apply to all vessels in the marina and mooring areas.

11 c. Neither the City nor any agent of the City shall be responsible for loss or
12 damage to vessels within the marina or mooring areas or other uses. Each owner of a vessel
13 shall be responsible for damage to other boats and for damage to any Common Areas or facilities
14 (including, without limitation, docks, pilings, piers and bulkheads) as a result of any actions by
15 their vessel.

16 d. The Developer, to the best of its ability, shall ensure that all vessels
17 moored/stored in the marina or mooring area are carrying liability insurance against damage to
18 persons or property with such limits as the Lessee may from time to time establish. The
19 Developer shall take all steps to limit or protect the City against liability due to the daily
20 operations or standards applied. Tenant must agree to release and discharge the Developer and
21 City from any and all responsibility for injury (including death), loss, or damage to persons or
22 property in connection with the marina or mooring areas or storage area.

23 e. All vessels moored/stored in the marina or mooring area must be
24 seaworthy, fully sound, in insurable condition, in compliance with all local, state and federal
25 safety regulations.

26 f. All vessel owners should be required by the Developer to demonstrate
27 prior to mooring/storage: (1) information from current Documentation Certificate or
28 Registration Card, and (2) the name and home and business address and telephone number of the
29 owner of the vessel (and master of the vessel if different from owner). Such information should
30 be maintained by the Lessee in usable form and made available to all authorized public officials
31 (such as law enforcement and public safety representatives).

32 g. Fueling of a vessel in any slip or pier is strictly prohibited by the terms of
33 this Lease. All fueling must be done at a designated fuel dock under the supervision of a
34 Developer representative. Minor routine maintenance may be accomplished at piers or storage
35 spaces, but only with the expressed approval of Developer. However, no major maintenance
36 may be undertaken while the vessel is stored upon the property. Any vessel which sinks in the
37 marina or mooring area shall be removed in a timely manner by the owner, or caused to be
38 removed by the Developer at owner's risk and expense.

39 h. Oil, gas, spirits, paints, inflammables and other substances which are
40 deemed pollutant substances under the provisions of any state or federal law may not be

1 discharged into the waters or on the docks or Common Area. No discharge of sanitation effluent
2 is permitted at the marina or mooring area. Developer is held responsible to handle all spills of
3 any petroleum, other pollutant or other prohibited discharge. No explosive or other hazardous
4 materials of any nature may be stored in the marina or on any vessel except: (a) for fuel within
5 Coast Guard approved tanks in a vessel, and (b) lubricants and normal cleaning materials used in
6 the ordinary course of operation.

7 i. Cleaning of fish, shell fish and game is prohibited in the Common Areas
8 in the Facility, except where expressly designated. Swimming from vessels, piers, docks or
9 bulkhead is prohibited, and open fires are expressly prohibited on any vessel docked within the
10 marina facility (except in UL certified grills located on the vessel with the approval of the marina
11 manager). Vessels moored to buoys in the mooring area may have open fires subject to
12 applicable fire or other safety regulations. All garbage shall be securely wrapped, tied in plastic
13 trash bags and deposited in receptacles supplied for that purpose, and other debris placed in
14 specified locations, by Developer and by all boat owners and visitors.

15 j. All persons shall reduce outdoor noise levels between the hours of 10:00
16 p.m. and 6:00 a.m. with unnecessary noise being avoided at all times provided, however, such
17 hours may be amended from time to time for special events if requested by the Developer and
18 approved by the City.

19 k. There shall be no boat trailers in the parking lot. Campers and recreational
20 vehicles may only be parked in the parking lot with the permission of the Developer, but only in
21 specifically designated areas, if provided.

22 l. Developer may at any time require the removal from the marina or
23 mooring area of any vessel in violation (or whose owner, owner's guests, agents, employees or
24 invitees are in violation) of marina and mooring areas rules and regulations and may have any
25 such offending vessel (or vessel of any offending owner, or such owner's guests, agents,
26 employees or invitees) removed in accordance with the then existing state and local laws.

27 m. All treated and untreated sewage generated from the marina or mooring
28 areas shall be disposed of upland, in accordance with federal, state, and City regulations. Upland
29 disposal methods shall apply also to all residential use-generated wastewater from showers,
30 baths, sinks, laundry, decks and other miscellaneous sources, otherwise known as "gray water."

31 n. Developer may choose the most appropriate technology to comply with
32 the upland disposal requirements of this lease.

33 o. The Developer shall establish an area of pierage where ferry or taxi
34 vessels can conveniently dock for loading and unloading patrons. The Developer shall maintain
35 the existing facilities for docking and storage of the City's police and fire boat or provide
36 facilities acceptable to the City in the marina area.

37 p. If a vessel owner fails or refuses to remove his or her vessel from a slip
38 assignment (dock numbered space) on or before the date of cancellation of their dockage rights
39 by the Developer, then his designee shall exercise the rights provided by then existing State and

1 local laws to have the vessel removed. Neither the City nor any of its officers or employees shall
2 be liable for any such actions.

3 25. City acknowledges and agrees that (a) neither the City nor any other parties shall
4 have the right to park on the leased premises unless otherwise specifically provided for in the
5 Ground Lease (e.g. police boat), (b) Developer shall have the right, in its sole and absolute
6 discretion, to establish reasonable parking guidelines and regulations, and (c) Developer shall
7 have a non-exclusive right to use any City owned parking lots and parking areas for employee
8 parking, tenants' parking and valet parking to the extent such lots or areas are available.

9 26 The commencement of the Ground Lease is subject to and contingent upon the
10 following, which shall not be unreasonably delayed by Developer:

11 a. Developer's review and approval of (i) a title commitment insuring
12 Developer's leasehold interest in and to the leased premises, and (ii) all applicable title
13 exceptions.

14 b. Developer's review and approval of a current survey of the leased
15 premises.

16 c. Developer's review of a current environmental site assessment of the
17 leased premises.

18 d. Developer obtaining any and all rezonings, variances, permits and other
19 approvals (including site plan approval) required from any and all governmental and quasi-
20 governmental agencies as may be needed by Developer for its intended use of the leased
21 premises. City agrees to cooperate with Developer in Developer's applications (and
22 amendments to existing applications) for such permits and approvals including, without
23 limitation, agreeing to the following:

- 24 (i) separate the DEP permitting process for the North Marina from the
- 25 South Marina,
- 26 (ii) include a fuel station in the DEP permit for the South Marina,
- 27 (iii) amend DEP permit application to allow dredging and structural
- 28 modifications to the marina, and
- 29 (iv) amend the DEP Permit application to allow the elimination of the
- 30 requirement of Phase II of the Mooring Field.

31 e. Developer's review and approval of updated bathymetric study of the
32 marina.

33 f. Developer's review and approval of the Submerged Land Lease and, if the
34 Developer is not the named "tenant" under the Submerged Land Lease, a non-disturbance
35 agreement from the Trustees of the Internal Improvement Fund (or other applicable state agency)
36 in form and substance reasonably satisfactory to Developer.

37 g. If the Management Agreement remains in effect, an amendment to the
38 Management Agreement pursuant to which

- (i) the length of stay of live aboards in the mooring field shall be limited,
- (ii) parking shall be controlled by Developer,
- (iii) access to and use of the uplands shall be managed by Developer, and
- (iv) all tenants and users of the mooring field shall be required to have "y valve lockouts."

If these conditions are not satisfied for any reason, including Force Majeure, within fifteen (15) months from City Commission approval of the Ground Lease, then either party may, in its discretion, cancel the Ground Lease.

27. The Ground Lease shall provide that prior to the commencement of marina operations, Developer shall adopt rules and regulations for the use and operation of the marina which shall be subject to the City's prior written approval. At a minimum the rules and regulations shall address the topics set forth in 22. Developer shall ensure that the marina rules and regulations are enforced or caused to be enforced for the protection of the general public during the period of the marina lease and that the marina is operated in accordance with all applicable governmental rules, laws, regulations and ordinances. The Developer shall be permitted to alter these suggested terms as to specific language or application provided the "essence" of preserving the value to the public is maintained.

28. Tenth Year Lease Reviews shall be initiated by the City with respect to the following:

a. Improvements in technology or other aspects of the facilities subject to the Lease since the commencement of the Lease or the most recent Tenth Year Review;

b. Changes in management and operations of facilities such as those subject to the Lease that cause improved operations and increased efficiencies;

c. Review of history during the preceding ten year period and consideration of corrections and improvements in facilities and/or operations

d. Such other issues either party desires to raise for review and consideration.

The Tenth Year Lease Review shall not allow either party to unilaterally amend the compensation features of the Ground Lease, but the parties may mutually agree to other amendments to the Ground Lease as a result of such review.

3/21/2006

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

Meeting Date:

March 27, 2006, 5:00 pm

Prepared by: T. Iverson

Resolution No. 52-06

Title of Item: Adopt resolution to approve business terms negotiated with Huizenga Holdings for the South Marina parcel; authorizes City Attorney and consulting legal counsel, David Cardwell, Esq.) to draft the final agreement format to include standard contract terms and conditions, the approved business terms and any required contract exhibits; simultaneously authorizes the City Manager to execute the agreement at the appropriate time.

Summary Explanation/Background Information on Agenda Request: The final business terms for the South parcel were negotiated over the last several months on the City's behalf by consultant, Donald Zuchelli, ZHA, Inc. The proposed business terms are structured to require an annual lease rate of ten percent (10%) of the appraised value of the uplands and any City constructed improvements. Under this formula, the South parcel will generate \$290,000.00 per annum. The uplands were appraised at a value of \$2,200,000.00 and the improvements at \$700,000.00. Once these business terms are approved by the Commission, no further revisions will occur.

The remainder of the lease agreement to include standard terms and conditions and the required exhibits (i.e. submerged land lease, insurance documents, etc.) will be drafted by the City Attorney and our contracted legal consultant, David Cardwell of The Cardwell Law Firm to assure legal sufficiency. The required submerged land leases must be approved and granted by the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers. When the agreements are executed, the City will assign the submerged land leases to Huizenga Holdings, but these land leases will be maintained in the City of Stuart's name.

Staff requests that the City Manager be authorized to execute the final agreement on behalf of the City upon receipt of the submerged land leases and any other required contract exhibits. This action will expedite contract initiation and eliminate any further contract revisions.

Funding Source: No funds required.

Recommended Action: Adopt resolution to approve business terms negotiated with Huizenga Holdings for the South Marina parcel; the resolution authorizes City Attorney and consulting legal counsel, David Cardwell, Esq. to draft the final agreement format to include standard contract terms and conditions, the approved

EXHIBIT G

SOUTHPOINT LEASE SCHEDULE

LESSEE: HUIZENGA HOLDINGS, INC.
LESSOR: CITY OF STUART, FLORIDA

TERM: 40 years (to: September 30, 2048), plus 1 renewal option for
40 years (to: September 30, 2088)

LESSEE'S INSPECTION PERIOD: On or before September 30, 2007

LEASE COMMENCEMENT: Earlier of when all permits are obtained, or October 1, 2007

CONSTRUCTION RENT: Begins on the earlier of October 1, 2007 or when a Building Permit is issued, and amount is equal to the annual revenue for the prior year, divided into 4 payments. The previous recent Revenue amounts were \$205k in FY04, \$190k in FY05 and \$170k in FY06.

BASE RENT: Begins upon issuance of a Certificate of Occupancy, and the amount for the first year is \$290,000.00, with a CPI index after first year.

RIGHT OF FIRST REFUSAL: Lessee has the right to purchase, anytime City has an offer to sell the property

10 YEAR REVIEW OF LEASE: Every 10 years, review for technical changes; no right to unilaterally change rent provisions; first review on or before October 23, 2016.

TIME LINE:

REQUIREMENT	DATE	
1. Lease Commencement Date: When all permits are obtained, but NLT 10/1/07	Earliest Estimated Date: 4/1/07	Drop Dead Date: 10/1/07
2. Within 120 days from the date of issuance of all Permits and all other governmental approvals (including the Submerged Land Lease) that are necessary for the construction of the Marina, Lessee shall submit to the Lessor the proposed Schematic Architectural Documents.	8/1/07	2/1/08
3. Within 45 days, Lessor shall review the Schematic Architectural Documents and, shall accept or reject.	9/15/07	3/15/08
4. Construction Schedule is proposed by the Lessee and accepted by the City; Building Permit is issued;	As Accepted by City	As Accepted by City
4. Lessee shall start construction within 45 days and complete according to Construction Schedule or make liquidated damages payments.	+30 days	+ 45 days

business terms and any required contract exhibits; simultaneously authorizes the City Manager to execute the agreement at the appropriate time.

Department Director

[Signature]

Financial Services Director

[Signature]

City Attorney

[Signature]

David Collier, City Manager

Date

3-22-06

Date

3-22-06

Date

3/22/06

Date

FIRST AMENDMENT TO GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE ("First Amendment") is entered into as of the 28th day of September 2007 ("Effective Date") by and between CITY OF STUART, a Florida municipal corporation ("Lessor") and HUIZENGA HOLDINGS, INC., a Florida for profit corporation ("Lessee").

PRELIMINARY STATEMENTS

WHEREAS, Lessor and Lessee entered into that certain Absolute Net – Non-Subordinated Ground Lease (the "Lease") effective as of October 23, 2006, whereby Lessor leased that certain real property in Martin County, Florida, more particularly described in the Lease; and

WHEREAS, Lessor and Lessee have agreed that the Inspection Period and the time frame to comply with certain terms of the Lease shall be extended to January 31, 2008 upon the terms and conditions hereafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which both parties hereby acknowledge, Lessor and Lessee hereby agree as follows:

1. INCORPORATION OF PRELIMINARY STATEMENTS, DEFINITIONS. The above Preliminary Statements are hereby incorporated into this First Amendment by this reference. All capitalized terms not otherwise defined in this First Amendment shall be given the meaning ascribed in the Lease.

2. DEFINITIONS. The capitalized terms defined in Article 2.1.24 and Article 2.1.27 are deleted in their entirety and replaced by the following:

2.1.24 "Inspection Period" means that certain period of time commencing on the Effective Date and terminating on the earlier of the Lease Commencement Date or January 31, 2008.

2.1.27 "Lease Commencement Date" means the earlier of February 1, 2008, or the Lessee's certification in writing to the Lessor of satisfaction of all the terms and conditions set forth in Article 7, which shall be the day following the expiration of the Inspection Period, assuming that neither party cancels this Lease.

3. LEASE COMMENCEMENT DATE.

3.1 The first sentence of Article 7 of the Lease is hereby deleted in its entirety and replaced by the following:

"Lessee shall be entitled to limited possession of the Lease Property, upon the earlier of February 1, 2008, or the Lessee's certification in writing to the Lessor of satisfaction of all the following terms and conditions set forth below, which certification shall be substantially in the form attached hereto as Exhibit C."

- 3.2 The last sentence of Article 7.6 of the Lease is hereby deleted in its entirety and replaced by the following:

"The Lease Commencement Date shall be the earlier of February 1, 2008, or the date such letter is received by the Lessor, unless Lessee terminates this Lease as provided herein."

4. PERMITS AND APPROVALS; FEES. The last sentence of Article 11.5 of the Lease is hereby deleted in its entirety and replaced by the following:

"Lessee's obligations under this Lease shall be contingent, at Lessee's option, upon obtaining all rezonings, variances, or exceptions necessary for the intended use of the Project, on or before February 1, 2008."

5. COUNTERPARTS. This First Amendment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties agree that this First Amendment may be transmitted between them by facsimile machine. The parties intend that faxed signatures constitute original signatures and that a faxed First Amendment containing the signatures (original or faxed) of all parties is binding on the parties.

6. MISCELLANEOUS. The provisions of the Lease are incorporated by reference into this First Amendment. Except as amended by this First Amendment, all terms and conditions of the Lease remain in full force and effect. In the event of any conflict between the terms and provisions of the Lease and the terms and provisions of this First Amendment, the terms and provisions of this First Amendment shall control. The term "Lease" shall include within its meaning this First Amendment.

[NO FURTHER TEXT ON THIS PAGE.]

IN WITNESS WHEREOF, the Lessor and Lessee have executed this First Amendment effective as of the day and year first above written.

Executed and delivered
in the presence of:

CITY OF STUART, FLORIDA

[Signature]

Cheryl White

(Print Name)

[Signature]

BEVERLY PARKER

(Print Name)

By: [Signature]

Name: Dan Hudson

Title: City Manager

ATTEST:
[Signature]

By: Cheryl White, City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

[Signature]

By: Paul J. Nicoletti, City Attorney



STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 28 day of September 2007, by Dan Hudson and Cheryl White, City Manager and City Clerk, respectively, of the City of Stuart, Florida. They are personally known to me or have produced valid Florida drivers' licenses as identification.

[Signature] (SEAL)

Printed/Typed Name:

Notary Public-State of Florida

Commission Number:

STUART 229030.1



Executed and delivered
in the presence of:

HUIZENGA HOLDINGS, INC.
a Florida for Profit corporation

Judith A. Versaggi
JUDITH A. VERSAGGI

(Print Name)

Loures Steib
LOURES STEIB

(Print Name)

By: Robert J. Henninger, Jr.
Name: Robert J. Henninger, Jr.
Title: Executive Vice President

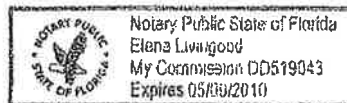
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26 day of September 2007, by Robert J. Henninger, Jr., Executive Vice President of Huizenga Holdings, Inc., a Florida for profit corporation. He is personally known to me or has produced a valid driver's license as identification.

Elena Livagood (SEAL)

Printed/Typed Name:
Notary Public-State of Florida
Commission Number



SECOND AMENDMENT TO GROUND LEASE

THIS SECOND AMENDMENT TO GROUND LEASE ("Second Amendment") is entered into as of the 28th day of January, 2008 ("Effective Date") by and between CITY OF STUART, a Florida municipal corporation ("Lessor") and HUIZENGA HOLDINGS, INC., a Florida for profit corporation ("Lessee").

PRELIMINARY STATEMENTS

WHEREAS, Lessor and Lessee entered into that certain Absolute Net – Non-Subordinated Ground Lease effective as of October 23, 2006, as amended by that certain First Amendment to Ground Lease effective as of September 28, 2007 (collectively, the "Lease"), whereby Lessor leased that certain real property in Martin County, Florida, more particularly described in the Lease; and

WHEREAS, Lessor and Lessee have agreed that the Inspection Period and the time frame to comply with certain terms of the Lease shall be extended to no later than April 14, 2008, upon the terms and conditions hereafter set forth herein; and

WHEREAS, the Lessee has submitted a proposed Construction Schedule in accordance with the Lease, which also takes into consideration the terms in this Second Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which both parties hereby acknowledge, Lessor and Lessee hereby agree as follows:

1. INCORPORATION OF PRELIMINARY STATEMENTS, DEFINITIONS. The above Preliminary Statements are hereby incorporated into this Second Amendment by this reference. All capitalized terms not otherwise defined in this Second Amendment shall be given the meaning ascribed in the Lease.
2. DEFINITIONS. Article 2.1.21(a) is hereby added to the Lease as follows and the capitalized terms defined in Article 2.1.24 and Article 2.1.27 of the Lease are deleted in their entirety and replaced by the following:

2.1.21(a) "Final Site Plan Approval" means the grant of a Development Order as provided in Ch. 163, Florida Statutes, which order expresses the regulatory authority and permission of the City Commission for the Lessee to develop the Leased Property according to an approved Site Plan, which plan shall include a Site Plan drawing, a Landscape Plan drawing, and Civil Engineering drawings, with sufficient detail to accurately show building locations; building elevations; building finishes; parking; traffic patterns, and impacts; landscape and buffers; hardscape including but not limited to pavers, trash receptacles, benches, and signage; site lighting;

drainage structures, patterns and calculations; utility locations, other outdoor features including but not limited to dumpsters, generators, air conditioners, telecommunications equipment, and exhaust fans; dock and other marine structures; fuel storage and dispensing locations; and any other item required by the City Development Director related to the site development and required by city code. Drawings may also require tabular accounts of required items such as parking spaces, landscape plants, the pervious to impervious ground ratio, open space calculation, traffic impacts, drainage calculations, or other required tabulations.

2.1.24 "Inspection Period" means that certain period of time commencing on the Effective Date and terminating on the earlier of the Lease Commencement Date or April 14, 2008.

2.1.27 "Lease Commencement Date" means the earlier of April 15, 2008 or the day following Final Site Plan Approval by the City Commission, or the day following the Lessee's certification in writing to the Lessor of satisfaction of all the terms and conditions set forth in Article 7, which shall also be the day following the expiration of the Inspection Period, assuming that neither party cancels this Lease.

3. LEASE COMMENCEMENT DATE.

3.1 The first sentence of Article 7 of the Lease is hereby deleted in its entirety and replaced by the following:

"Lessee shall be entitled to immediate limited possession of the Leased Property, on the Lease Commencement Date.

Notwithstanding the above provision regarding limited possession, and prior to the Lease Commencement Date, the Lessee may also have limited right of entry onto the Leased Property for the following purposes:

- (a) Demolition and removal of the concrete slab foundation and subterranean utilities of the former "Ray's" restaurant;
- (b) Repairs to the city's seawall, as approved by the City Development Director;
- (c) Other demolition, repairs or improvements as permitted in writing by the City Manager.

All such demolition, repairs and improvements made under this section shall be at the sole risk of the Lessee for damage, fire, or other, including third party claims that may arise from the work done by or on behalf of the Lessee. Any such demolition, repairs or improvements shall remain the sole property of the Lessor. However, in consideration of this Second

Amendment to Ground Lease, the Lessee agrees to fully indemnify and hold the city, its officers, employees and agents harmless for and against any claims, damages, judgments or amounts due as a result of the demolition, repairs or improvements by or on behalf of the Lessee.

On May 1, 2008, the Lessee shall be entitled to full possession of the Leased Property and the parties acknowledge and agree that May 1, 2008 shall constitute the Turnover Date (as defined in Article 6.4 of the Lease)."

- 3.2 The last sentence of Article 7.6 of the Lease is hereby deleted in its entirety and replaced by the following:

"The Lease Commencement Date shall be the earlier of April 15, 2008, or the day following Final Site Plan Approval by the City Commission, or the day following receipt of such letter by the Lessor, unless Lessee terminates this Lease as provided herein."

4. PERMITS AND APPROVALS; FEES. The last sentence of Article 11.5 of the Lease is hereby deleted in its entirety and replaced by the following:

"Lessee's obligations under this Lease shall be contingent, at Lessee's option, upon obtaining all required site plan approvals (including Final Site Plan Approval), re-zonings, variances, or exceptions, that are to be considered by the City Commission, and are necessary for the intended use of the Project, on or before April 14, 2008."

5. CONSTRUCTION SCHEDULE. Article 8.7 of the Lease is hereby deleted in its entirety, and replaced by the following:

"8.7 The Construction Schedule attached to this Second Amendment as Exhibit "A" has been approved by the City Commission on January 28, 2008; and once (a) the Lease Commencement Date has occurred in accordance with Article 7; and (b) a Building Permit for the construction of the Leasehold Improvements is issued; and (c) the Lessee is allowed to construct the Leasehold Improvements pursuant to the approved Plans and Specifications, the Lessee shall complete said improvements at the specified date agreed to by the parties in the Construction Schedule (subject to Unavoidable Delay), or make liquidated damages payments to the City on or before the 15th day of the month following each calendar quarter in the amount of the estimated Rent payments had the Leasehold Improvements been timely completed, until such time as a Certificate of Occupancy is issued for such facilities, and they are available for use by the general public."

6. CONSTRUCTION RENT. Notwithstanding anything contained in Article 6.1 of the Lease to the contrary, payment of Construction Rent shall commence on May 1, 2008.
7. COUNTERPARTS. This Second Amendment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties agree that this Second Amendment may be transmitted between them by facsimile machine. The parties intend that faxed signatures constitute original signatures and that a faxed Second Amendment containing the signatures (original or faxed) of all parties is binding on the parties.
8. MISCELLANEOUS. The provisions of the Lease are incorporated by reference into this Second Amendment. Except as amended by this Second Amendment, all terms and conditions of the Lease remain in full force and effect. In the event of any conflict between the terms and provisions of the Lease and the terms and provisions of this Second Amendment, the terms and provisions of this Second Amendment shall control. The term "Lease" shall include within its meaning this Second Amendment.

[NO FURTHER TEXT ON THIS PAGE.]

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Second Amendment effective as of the day and year first above written.

Executed and delivered
In the presence of:

Mary Nash
MARY NASH
(Print Name)

Paul J. Nicoletti
PAUL J. NICOLETTI
(Print Name)

ATTEST:

By: Cheryl White
Cheryl White, City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

By: Paul J. Nicoletti
Paul J. Nicoletti, City Attorney

CITY OF STUART, FLORIDA

By: Dan Hudson
Name: Dan Hudson
Title: City Manager



STATE OF FLORIDA

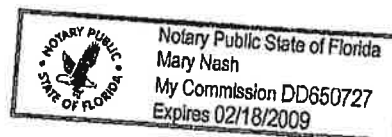
COUNTY OF MARTIN

The foregoing Second Amendment to Ground Lease was acknowledged before me this 29 day of January, 2008, by Dan Hudson and Cheryl White, City Manager and City Clerk, respectively, of the City of Stuart, Florida. They are personally known to me or have produced valid Florida drivers' licenses as identification.

SECOND AMENDMENT TO GROUND LEASE
Huizenga Holdings, Inc., and City of Stuart

Mary Nash (SEAL)
Printed/Typed Name:

Notary Public-State of Florida
Commission Number:



SECOND AMENDMENT TO GROUND LEASE

Huizenga Holdings, Inc., and City of Stuart

Executed and delivered in the presence of:

HUIZENGA HOLDINGS, INC.

a Florida for Profit corporation

Judith A. Versaggi
JUDITH A. VERSAGGI
(Print Name)

By: Robert J. Henninger, Jr.
Name: Robert J. Henninger, Jr.
Title: Executive Vice President

Carmen Kramer
CARMEN KRAMER
(Print Name)

STATE OF FLORIDA

COUNTY OF BROWARD

24th The foregoing Second Amendment to Ground Lease was acknowledged before me this day of January, 2008, by Robert J. Henninger, Jr., Executive Vice President of Huizenga Holdings, Inc., a Florida for profit corporation. He is personally known to me or has produced a valid driver's license as identification.

Elena Livingood (SEAL)
Printed/Typed Name:
Notary Public-State of Florida
Commission Number

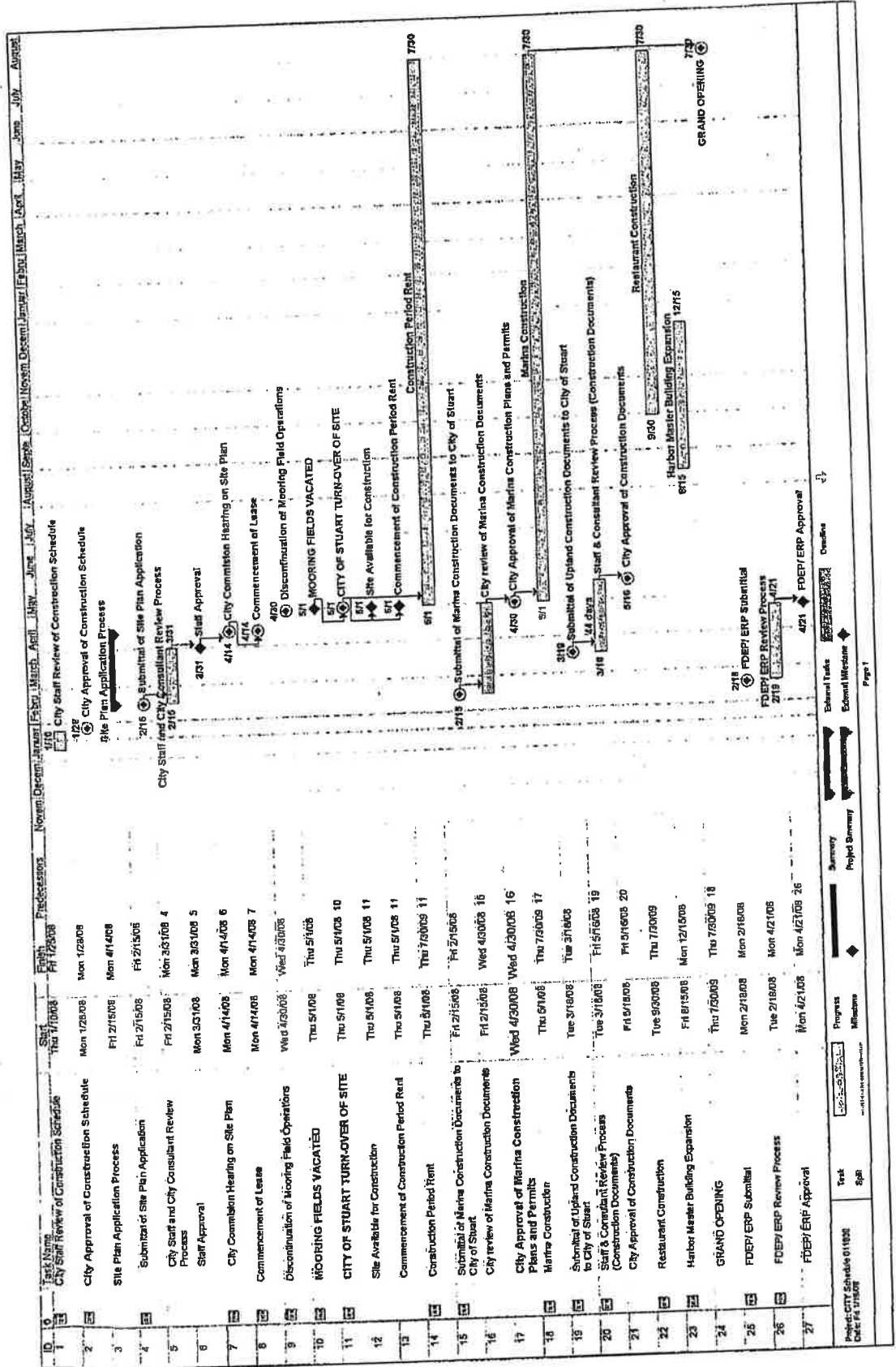


SCHEDULE OF EXHIBITS

Exhibit A – Construction Schedule

EXHIBIT "A"

Construction Schedule



ASSIGNMENT OF GROUND LEASE

THIS ASSIGNMENT OF GROUND LEASE ("**Assignment of Ground Lease**") is effective as set forth in **Section 7** below by and between SUNSET BAY MARINA AND ANCHORAGE, LLC, a Florida limited liability company ("**Sunset Bay**"), and SUNSET BAY OWNER LLC, a Florida limited liability company ("**Integra**").

Preliminary Statement:

WHEREAS, Huizenga Holdings, Inc., a Florida corporation (referred to herein as the "**Original Ground Lessee**") and the City of Stuart, Florida, a Florida municipal corporation (referred to herein as the "**City**") entered into that certain Absolute Net-Non-Subordinated Ground Lease (Southpoint Project), dated October 23, 2006 (the "**Original Ground Lease**"), as amended by First Amendment to Ground Lease dated September 28, 2007 and that certain Second Amendment to Ground Lease dated January 28, 2008, as assigned to Sunset Bay pursuant to that certain Assignment of Ground Lease dated June 30, 2009 (the "**Sunset Bay Assignment**") The Original Ground Lease is evidenced by that certain Memorandum of Ground Lease recorded in Official Records Book 2200, Page 2518, and the Sunset Bay Assignment is evidenced by that certain Memorandum of Assignment of Ground Lease recorded in Official Records Book 2410, Page 2303, both in the Martin County, Florida, public records.

WHEREAS, the Original Ground Lease, as amended, and the Sunset Bay Assignment, together with their respective memorandums recorded in the Martin County, Florida public records are hereinafter collectively referred to as the "**Ground Lease**".

WHEREAS, pursuant to the terms of the Original Ground Lease, the City and the Original Ground Lessee entered into that certain Memorandum of Right of First Refusal recorded in Official Records Book 2200, Page 2524, of the Public Records of Martin County, Florida (the "**ROFR**"), which ROFR was assigned to Sunset Bay pursuant to the Sunset Bay Assignment;

WHEREAS, Sunset Bay desires to convey and assign all of its right, title and interest in and to the Ground Lease, as well as the ROFR, to Integra as of the Effective Date (defined in **Section 7** below);

WHEREAS, Integra desires to assume all of Sunset Bay's right, title and interest in and to the Ground Lease, and the ROFR as of the Effective Date;

WHEREAS, Sunset Bay and Integra hereby acknowledge that **Section 23** of the Original Ground Lease requires the acknowledge and consent to any assignment of the Ground Lease, unless an assignment is made to a Huizenga Family Entity or a Huizenga Controlled Entity each being defined in **Section 23** of the Original Ground Lease, and Integra is not a Huizenga Family Entity or a Huizenga Controlled Entity;

WHEREAS, the City has considered Sunset Bay's intention to assign the Ground Lease and the ROFR to Integra and, after careful consideration, the City has agreed to this Assignment of Ground Lease on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sunset Bay and Integra hereby agree as follows:

1. **ASSIGNMENT OF GROUND LEASE AND ROFR.** As of the Effective Date (defined in **Section 7** below), Sunset Bay hereby assigns and transfers to Integra, and its successors

and assigns, all of Sunset Bay's right, title, claim and interest in, to and under: (a) the Ground Lease; and (b) the ROFR (collectively, the "**Ground Lease Documents**").

2. **INTEGRA'S ACCEPTANCE OF ASSIGNMENT OF GROUND LEASE DOCUMENTS.** As of the Effective Date, Integra hereby accepts the foregoing assignment and assumes all of Sunset Bay's obligations under the Ground Lease Documents which arise or are incurred or are related to events occurring from and after the Effective Date.

3. **AUTHORITY AND WARRANTY.** Sunset Bay warrants to Integra that once the City's consent to this Assignment of Ground Lease has been obtained, Sunset Bay has full right, power and authority to execute, deliver and perform this Assignment, and that Sunset Bay will defend Sunset Bay's stated authority against the claims of all persons claiming by through or under Sunset Bay.

4. **ASSIGNMENT AND ASSUMPTION OF SUBLEASES (DAVIS HOLDINGS OF STUART, INC. AND GILBERTS PARTNERSHIP, LLC).** The parties hereto acknowledge and agree that there exist two (2) ground Subleases as follows:

(A) That certain Ground Sublease by and between Original Ground Lessee and Davis Holdings, Inc., a Florida for profit corporation dated April 14, 2008 said ground sublease having been assigned to Sunset Bay pursuant to the Sunset Bay Assignment (the "**Davis Holdings Sublease**"); and

(B) That certain Ground Sublease by and between Sunset Bay and Gilberts Partnership, LLC, a Florida limited liability company, dated July 31, 2018, said ground sublease having been amended pursuant to that certain Amendment to Ground Sublease dated of even date herewith (the "**Gilbert Partnership Sublease**")

By virtue of this Assignment, all of Sunset Bay's right, title and interest in and to the Davis Holdings Sublease and the Gilbert Partnership Sublease are hereby assigned to Integra as of the Effective Date. Further, as of the Effective Date, Integra hereby accepts the foregoing assignment and assumes all of the Sunset Bay's obligations under both the Davis Holdings Sublease and the Gilbert Partnership Sublease which arise or are incurred or are related to events occurring from and after the Effective Date.

5. **CONSENT OF ORIGINAL GROUND LESSOR REQUIRED.** Sunset Bay and Integra hereby affirmatively acknowledge and understand that, pursuant to **Section 23** of the Original Ground Lease, that Sunset Bay is not permitted to assign the Ground Lease Documents to Integra without the City's acknowledgement and consent thereto.

6. **CONSENT OF ORIGINAL LESSOR.** By that certain joinder and consent to Ground Lease Assignment attached hereto and made a part hereof, the City hereby affirmatively acknowledges and consents to this Assignment of Ground Lease effective on the Effective Date.

7. **EFFECTIVE DATE.** Sunset Bay and Integra mutually acknowledge and agree that this Assignment of Ground Lease is not effective until the last day in which this instrument is signed by both Sunset Bay and Integra, together with the City's consent to this assignment to be evidenced by either (or both): (a) the City's execution and delivery of the Joinder and Consent to Assignment of Ground Lease which will be attached hereto and made a part hereof; or, in the alternative, (B) a formal Resolution of approval duly passed and adopted by the City (the "**Effective Date**").

8. **ATTORNEYS' FEES AND COSTS.** In the event of any litigation arising out of this

Assignment, the prevailing party will be entitled to recover all expenses and costs incurred, including reasonable attorneys' fees, paraprofessional fees or costs (including those related to appeals).

9. **BINDING EFFECT.** This Assignment will be binding and inure to the benefit of Sunset Bay and Integra, including their respective successors and assigns.

10. **GOVERNING LAW.** This Assignment is governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

11. **COUNTERPARTS.** This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which when taken together will constitute one and the same instrument. DocuSign, PDF and/or e-mailed copies of any signed documents are acceptable and binding.

[SIGNATURE PAGE AND JOINDER FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

SUNSET BAY:

SUNSET BAY MARINA AND ANCHORAGE, LLC,
a Florida limited liability company

By: P & J Management, LLC, a Florida limited
liability company, its Manager

By: _____
Pamela H. Alexander, Manager

PURCHASER:

SUNSET BAY OWNER LLC, a Florida limited
liability company

By: _____
Name: _____
Title: Authorized Agent

JOINDER AND CONSENT
TO
ASSIGNMENT OF GROUND LEASE AND ROFR

Commissioner _____ having offered Resolution No. _____ and moved for its adoption, with the motion seconded by commissioner _____ and being done and adopted by the City Commission, City of Stuart, Florida, a Florida municipal corporation, on the day and year set forth below, approving the attached or foregoing Assignment of Ground Lease and ROFR described therein hereby consents to the assignment of the Ground Lease and ROFR from Sunset Bay Marina and Anchorage, LLC, a Florida limited liability company to Integra Marinas, LLC, a Florida limited liability company.

ADOPTED THIS ____ DAY OF _____, 202__

ATTEST:

CITY COMMISSION CITY OF STUART

Name: _____
Title: CITY CLERK

Name: _____
Title: MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

Name: _____
Title: CITY ATTORNEY

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 10/23/2023

Prepared by: Jacqui May

Title of Item:

AUTHORIZING HAZARD MITIGATION GRANT PROGRAM APPLICATION, EXECUTION OF AGREEMENT & MINOR MODIFICATIONS (RC):

RESOLUTION No. 106-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE UTILITIES AND ENGINEERING DEPARTMENT TO SUBMIT A FEMA HAZARD MITIGATION GRANT PROGRAM APPLICATION FOR LIFT STATION GENERATORS; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Florida Department Emergency Management and FEMA provides grant funds to Recipients for the purposes provided for herein which will benefit the City of Stuart Utilities & Engineering in procuring emergency generators to be deployed City-wide to operate multiple lift stations. The proposed Scope of Work is ranked No. 9 on the Martin County Local Mitigation Strategy List of Priority Projects and will align with the missions of FDEM and FEMA. The City continues to implement strategies to improve the safety of all residents, through advanced mitigation of emergency situations and best practices in utilities and engineering.

The application was required to be submitted no later than October 19, 2023. The application was timely submitted but is conditioned upon Commission approval. If the Commission does not support Resolution 106-2023, staff will recall the application.

Funding Source:

N/A

Recommended Action:

Approve Resolution 106-2023

ATTACHMENTS:

1. R-2023 Authorizing HMGP App and Agreement (1)
2. Res 106-2023 Attachment



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

RESOLUTION NUMBER 106-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE UTILITIES AND ENGINEERING DEPARTMENT TO SUBMIT A FEMA HAZARD MITIGATION GRANT PROGRAM APPLICATION FOR LIFT STATION GENERATORS; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS the Florida Department Emergency Management and FEMA provides grant funds to Recipients for the purposes provided for herein which will benefit the City of Stuart Utilities & Engineering in procuring emergency generators to be deployed City-wide to operate multiple lift stations; and

WHEREAS the proposed Scope of Work is ranked No. 9 on the Martin County Local Mitigation Strategy List of Priority Projects and will align with the missions of FDEM and FEMA; and

WHEREAS the City continues to implement strategies to improve the safety of all residents, through advanced mitigation of emergency situations and best practices in utilities and engineering.

Authorization to Submit a Hazard Mitigation Grant Program Application to FDEM and FEMA; to Execute a Grant Agreement, and Make Minor Amendments, if Required.

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

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

SECTION 2: The City Manager is authorized to submit a grant application for the Stuart Utilities & Engineering Department to the Florida Department of Emergency Management and Federal Emergency Management Agency for the Hazard Mitigation Grant Program; and to execute an agreement, if the grant is awarded; and to make minor amendments to any such agreement; subject to review and approval by the City Attorney.

SECTION 3: This resolution shall take effect immediately upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption.

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

TROY MCDONALD, MAYOR
BECKY BRUNER, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____ 2023.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT
CITY ATTORNEY

Internal Grant Application Decision Worksheet

Date: 10/1/2023

Assessment Prepared by: J. May

Funding Agency: FEMA via Florida Dept of Emergency Mgmt

Grant Name: Hazard Mitigation Grant Program

Eligibility Requirements: Local govt project ranked on Local Mitigation Strategy List

Purpose of Grant: Mitigate future wastewater lift power outages

25% Match - CDBG funds can be used if avail - Funds issued via reimbursement

Includes 5% "free" un-matched project management costs

Criteria:

Endorsed by County LMS chair; Demonstrated need to mitigate future severe weather impacts

Grant Application Decision Framework

Viability Scoring - 0 = lowest - 3 = highest

Criteria	Score	Notes
Will they fund a non 501 C3	3	N/A
Are we in correct geographic area	3	Yes
Do we address funder's interests	3	Yes
Do our needs align with their purpose	3	Yes
Do we serve their target population/goals	3	Yes
Do they offer support we can actually use	3	Yes
Credibility		
Do we have any connection/credibility	3	Yes
Do we have the subject expert expertise	3	
Do we have staff available to execute	3	U&E Director & Staff
Timing		
Does award date align with project timeline	3	Yes
Can we meet the application deadline	3	Yes
Can we meet reporting requirements	3	Yes
Can we develop project plan and budget in time	3	Yes
Are reporting/eval requirements reasonable	3	Yes
Associated Costs		
Do they require a match	1	Yes
Will we have to hire consultants to prepare or execute	3	No
Will additional staff costs be incurred to execute	3	No.
Score	49	

Viability Scoring Results:

0-15 = Low Viability - Consider not applying

16-35 Medium Viability - Effort might not be worth reward

36-51 High Viability - Get going on the application!

Internal Notes:

P. Kunen & team have reviewed & determine grant is beneficial.

Project is ranked as high priority on County LMS list & County has endorsed application.

FDEM providing free application tech support; Reporting and payment request steps are reasonable for reimbursement.

THIS SECTION FOR STATE USE ONLY

FEMA-____-DR-FL

☐ Standard HMGP

☐ 5% Initiative Application

☐ Application Complete

☐ Initial Submission or

☐ Re- Submission

Support Documents

☐ Conforms w/ State 409 Plan

☐ In Declared Area

☐ Statewide

Eligible Applicant

☐ State or Local Government

☐ Private Non-Profit (Tax ID Received)

☐ Recognized Indian Tribe or Tribal Organization

Project Type(s)

☐ Wind

☐ Flood

☐ Other:

Community NFIP Status: (Check all that apply)

☐ Participating Community ID#: _____

☐ In Good Standing ☐ Non-Participating ☐ CRS

LMS Ranking: _____

County: _____

State Application ID: _____

(TIME-DATE STAMP HERE)

This application is for all Federal Emergency Management Agency (FEMA Region IV) Hazard Mitigation Grant Program (HMGP) proposals. Complete ALL sections and provide the documents requested. If you require technical assistance, contact the Florida Division of Emergency Management at **DEM_HazardMitigationGrantProgram@em.myflorida.com**.

Section I – Applicant

A. Applicant Instruction: Complete all sections that correspond with the type of proposed project

Application Sections I-IV:

All Applicants must complete these sections

Environmental Review:

All Applicants must complete these sections

Maintenance Agreement:

Any Applications involving public property, public ownership, or management of property

Flood Control – Drainage Improvement Worksheet:

Acquisition, Elevation, Dry Flood Proofing, Drainage Improvements, Flood Control Measures, Floodplain and Stream Restoration, and Flood Diversion – **one worksheet per structure**

Generator Worksheet:

Permanent, portable generators, and permanent emergency standby pumps

Tornado Safe Room Worksheet:

New Safe Room, Retrofit of existing structure, Community Safe Room, Residential Safe Room

Hurricane Safe Room Worksheet:

New Safe Room, Retrofit of existing structure

Wind Retrofit Worksheet:

Wind Retrofit projects only – one worksheet per structure

Wildfire Worksheet:

Defensible Space, Hazardous Fuels Reduction, Ignition Resistant Construction, other

Drought Worksheet:

Aquifers, other

Utility Mitigation Worksheet

Upgrades to sewer systems, upgrading electrical components for a utility, undergrounding electrical systems, etc.

Request for Public Assistance Form:

FEMA Form 90-49 (Request for Public Assistance): All applicants must complete, if applicable.

Acquisition Forms:

If project type is Acquisition, these forms must be completed.

(Only one of the two *Notice of Voluntary Interest* forms is necessary.)

Model Statement of Assurances for Property Acquisition Projects

Declaration and Release

Notice of Voluntary Interest (Town Hall Version)

Notice of Voluntary Interest (Single Site Version)

Statement of Voluntary Participation

FEMA Model Deed Restriction Language

Application Completeness Guidance / Checklist :

All applicants are recommended to complete this checklist and utilize the guidance for completing the application.

B. Applicant Information:

FEMA-4680-DR-FL

DISASTER NAME: Nicole

Title of Project: City of Stuart Emergency Lift Station Generators TB

1. Applicant (Organization): City of Stuart
2. Applicant Type: ☒ State or Local Government ☐ Native American Tribe ☐ Private Non-Profit ☐ Special District
3. County: Martin
4. State Legislative Senate District(s): 31; State Legislative House District(s): 85 ;
Congressional House District(s): 18
5. Federal Tax I.D. Number: 59-6000433
6. Data Universal Numbering System (DUNS): UEI Att.
7. Federal Information Processing Standards (FIPS) Code*: 12085 (*if your FIPS code is not known, see guidance)
8. National Flood Insurance Program (NFIP) Community Identification Number: 120165
(this number can be obtained from the FIRM map for your area)
9. **Point of Contact:** (Applicant staff serving as the coordinator of project)

☐ Ms. ☒ Mr. First Name: Peter Last Name: Kunen
Title: Utilities & Engineering Director
Address: 121 SW Flagler Avenue
City: Stuart State: FL Zip Code: 34994
Telephone: 772-288-5332 Email: pkunen@ci.stuart.fl.us

10. Application Prepared by:

☒ Ms. ☐ Mr. First Name: Jacqueline Last Name: May
Title: Grants Administrator
Address: 121 SW Flagler Avenue
City: Stuart State: FL Zip Code: 34994
Telephone: 772-600-1244 Email: jmay@ci.stuart.fl.us
Organization: City of Stuart

11. Authorized Applicant Agent (proof of authorization authority required)

☐ Ms. ☒ Mr. First Name: Troy Last Name: McDonald
Title: Mayor
Address: 121 SW Flagler Avenue
City: Stuart State: FL Zip Code: 34994
Telephone: 772-288-5312 Email: tmcdonald@ci.stuart.fl.us

Signature: _____

Date: _____

12. Local Mitigation Strategy (LMS) Compliance

- a. All proposed projects must be included in the county's Local Mitigation Strategy (LMS) Project List, and on file with FDEM's Mitigation Bureau Planning Unit. Does your jurisdiction have a current FEMA Approved Mitigation Plan and this project is listed? ☒ Yes ☐ No
- b. Attached is a letter of endorsement for this project from the county's LMS Coordinator. ☒ Yes ☐ No
Ensure the LMS endorsement letter contains both the Total Estimated Projects Cost (Section IV. D.), along with the Estimated Federal Share (Section IV. I.1.) allocated to this project.
- c. The LMS project list and endorsement letter both have an estimated cost column and Federal Share amount that is within \$500.00 between the two. ☒ Yes ☐ No

13. Has this project been submitted under a previous disaster event? ☒ No
☐ Yes, provide the disaster number and project number (as applicable): _____

Section II – Project Description

A. Hazards to be Mitigated / Level of Protection

1. Select the type of hazards the proposed project will mitigate:
☒ Flood ☒ Wind ☒ Storm surge ☐ Wildfire ☐ Other (list): _____
2. Identify the type of proposed project:
☐ Elevation and retrofitting of residential or non-residential structure
☐ Acquisition and Relocation ☐ Acquisition and Demolition
☐ Wind retrofit ☐ Drainage project that reduces localized flooding
☒ Generator ☐ Other (explain) _____
3. List the total number of persons that will be protected by the proposed project (*include immediate population affected by the project only*):
17,796
4. List how many acres of "Total Impacted Area" is to be protected by the proposed project (*include immediate area affected by the project only*):
1
5. Fill in the level of protection and the magnitude of event the proposed project will mitigate. (e.g. 23 structures protected against the 100-year storm event (1% chance)
0 structure(s) protected against the _____ -year storm event (10, 25, 50, 100, or 500 year storm event)
_____ structure(s) protected against _____ mile per hour (mph) winds
6. Check **all** item(s) the project may impact:

☐ Wetlands	☐ Water Quality	☐ Previously Undisturbed Soil
☐ Floodplain	☐ Coastal Zone	☐ Toxic or Hazardous Substances
☐ Historic Resources	☐ Fisheries	☐ Threatened & Endangered Species
☐ Vegetation Removal	☐ Public Controversy	☐ Potential for Cumulative Impacts
☐ Health & Safety	☒ Other <u>NA</u>	
7. **Engineered projects:** If your project has been already designed and engineering information is available, attach to your application **ALL** calculations, H&H study and design plans (e.g. Drainage Improvement, Erosion Control, or other special project types). ☐ No ☐ Yes If so, see Attachment #(s) _____.

B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

Describe, in detail, the existing problem, the proposed project, and the scope of work. Explain how the proposed project will **solve** the problem(s) and provide the level(s) of protection described in Part A. Also, if available, attach a vendor's estimate and/or a contractor's bid for the scope of work. **Ensure that each proposed project is mitigation and not maintenance.**

1. Describe the existing problems:
The City of Stuart lies along the Atlantic Coast. The community experiences prolonged utility failure during extreme weather including high winds, flooding, and lightning and thunderstorms.
2. Describe the type(s) of protection that the proposed project will provide:
The City of Stuart is requesting four (4) portable diesel generators and one (1)105KW. This equipment will provide operation of critical wastewater lift stations throughout the community. The portable generators can be deployed to a minimum of ten (10) locations throughout the 8.5-mile municipality.

3. Scope of Work (describe in detail what you are planning to do):

The City of Stuart, Florida (Martin Co.) is requesting five (5) portable diesel generators for critical wastewater lift stations. All 5 generators will be portable to be deployed at multiple locations throughout our coastal community. The generators are necessary to facilitate operation of wastewater lift stations that experience power outages and prolonged utility failure during extreme weather conditions including high winds, flooding, thunderstorms/lightning. When not deployed the generators will be stored at 100 SE Palm Beach Road Stuart, FL 34994 - 27.18927,-80.23799. The City anticipates deployment at a minimum of ten (10) locations:

C2 Parker 1040 SE 10th Street (St) 27.190011°N 80.233489°W

C3 Sarita 1400 SE 10th Street (St) 27.19005°N 80.227644°W

C13 St Lucie Crescent 549 SW St Lucie Crescent (Cres) 27.195478°N 80.258653°W

C14 First Street / Anchorage 600 SW 1st Street (St) 27.200067°N 80.258069°W

C15 City Hall 200 SW St Lucie Avenue (Ave) 27.200189°N 80.254433°W

C22 Flagler Recreation Center 201 SW Flagler Avenue (Ave) 27.201686°N 80.257111°W

C41 The Harborage (North) 859 NW Flagler Ave 27.213986°N 80.258608°W

C43 The Harborage (South) 215 NW Flagler Ave 27.208108°N 80.260869°W

C20 Aster Lane 3401 SE Aster Lane (Ln) 27.185972°N 80.234997°W

C24 The Crossings 3699 SE Gate House Circle (Ci) 27.162792°N 80.243683°W

The City of Stuart is located on Florida's east/Atlantic Coast at an elevation of 10 feet. It is the seat of Martin County and is the largest of the five municipalities within the County. The 8.5 square-mile community includes 2.2 miles of coastline along the St. Lucie river and is adjacent to the Indian River Lagoon. The residential population is 17,796.

4. Describe any other on-going or proposed projects in the area that may impact, positively or negatively, the proposed HMGP Project:

N/A

Section III – Project Location *(Fully describe the location of the proposed project.)*

A. Site

1. Describe the physical location of this project, including street numbers (or neighborhoods) and project site zip code(s). Provide precise longitude and latitude coordinates for the site utilizing a hand-held global positioning system (GPS) unit or the equivalent:

Site Location: City of Stuart, Florida

Address(es): 1040 SE 10th St.; 1400 SE 10th St; 549 SW St Lucie Cres; 600 SW 1st St; 200 SW St. Lucie Ave; 201 SW St. Lucie Ave; 201 SW Flagler Ave; 859 NW Flagler Ave; 215 NW Flagler Ave; 3401 SW Aster Ln; 3699 SE Gate House Ci.

GPS coordinates (decimal degree format): 80° 14' 0.56" W 27° 11' 24.04" N; 80° 13' 39.52" W 27° 11' 24.18" N; 80° 15' 31.15" W 27° 11' 43.72" N; 80° 15' 29.05" W 27° 12' 0.24" N; 80° 15' 15.96" W 27° 12' 0.68" N; 80° 15' 25.60" W 27° 12' 6.07" N; 80° 15' 30.99" W 27° 12' 50.35" N; 80° 15' 39.13" W 27° 12' 29.19" N; 80° 14' 5.99" W 27° 11' 9.50" N; 80° 14' 37.26" W 27° 9' 46.05" N

Project Zip Code(s): 34994; 34996; 34997

2. Titleholder: City of Stuart
3. Is the project site seaward of the Coastal Construction Control Line (CCCL)? ☐ Yes ☐ No
4. Provide the number of each structure type (listed below) in the project area that will be affected by the project. Include ***all*** structures in project area.

☐ Residential property: _____	☐ Public buildings: _____
☐ Businesses/commercial property: _____	☐ Schools/hospitals/houses of worship: _____
☐ Other: _____	

B. Flood Insurance Rate Map (FIRM) Showing Project Site

1. ☐ Attach one (1) copy of the FIRM map, a copy of the panel information from the FIRM, and, if available, the Floodway Map. <i>FIRM maps are required for this application (if published for your area). Also, all attached maps must have the project site and structures clearly marked on the map.</i> FIRMs are typically available from your local floodplain administrator who may be located in a planning, zoning, or engineering office. Maps can also be ordered from the Map Service Center at 1-800-358-9616. For more information about FIRMs, contact your local agencies or visit the FIRM site on the FEMA Web-page at https://msc.fema.gov/portal .	
2. Using the FIRM, determine the flood zone(s) of the project site (Check all zones in the project area) <i>(See FIRM legend for flood zone explanations) (A Zone must be identified)</i>	
☐ VE or V 1-30	☐ AE or A 1-30
☐ AO or AH	☐ A (no base flood elevation given)
☐ B or X (shaded)	☐ C or X (unshaded)
☐ Floodway	☐
☐ Coastal Barrier Resource Act (CBRA) Zone (Federal regulations strictly limit Federal funding for projects in this Zone; coordinate with your state agency before submitting an application for a CBRA Zone project).	
3. ☐ If the FIRM Map for your area is not published , attach a copy of the Flood Hazard Boundary Map (FHBM) for your area, with the project site and structures clearly marked on the map.	
4. ☐ Attach a copy of a Model Acknowledgement of Conditions for Mitigation in Special Flood Hazard Area	

C. Maps with Project Site and Photographs

1. ☐ Attach a copy of a city or county scale map (large enough to show the entire project area) with the project site and structures marked on the map.
2. ☐ Attach a USGS 1:24,000 TOPO map with project site ***clearly*** marked on the map.
3. ☐ For **acquisition** or **elevation** projects, include copy of Parcel Map (Tax Map, Property Identification Map, etc.) showing each property to be acquired or elevated. Include the Tax ID numbers for each parcel, and Parcel information – including year built and foundation.
4. ☐ Attach photographs (at a minimum 4 photographs) for each project site per application. The photographs

should be representative of the project area, including any relevant streams, creeks, rivers, etc. and drainage areas that affect the project site or will be affected by the project, and labeled. For each structure, include the following angles: front, back and both sides.

Section IV – Budget/Costs

In order to assist applicants with filling out the following Budget section, we have provided the following instructions for your convenience. For this section, we ask that you provide details of all the estimated costs of the project, as it is used for the benefit-costs analysis as well as for the feasibility and effectiveness review.

For the cost sections relating to Materials, Labor, and Fees, it is important to note,

- Lump sums without supporting documentation showing a breakdown of those costs are not acceptable. For those items that will not fit in the spaces provided, attach the appropriate documentation to your application.
- Identify your match sources in sections B and I.
- Sub-Total cells will auto sum the costs in their respective columns.
- Do not factor management costs into parts A-C. If management costs are being requested, see part G.
- Contingency Costs need to be justified and reported as a separate line item in part E of this section. From left to right in that part, enter the desired percentage (maximum 5% of Material/Labor), the amount the percentage is to be applied to, and the resulting amount. **PLEASE NOTE-** These cells will not auto-calculate across the row, but the final cell will be calculated into the Final Project Cost below it. Take care that everything is calculated correctly.
- Pre-Award Costs: costs must be identified as a separate line item, AND a completed HMGP Pre-Award Cost Request Form MUST be submitted with this application, detailing the items/cost and requested start date.
- Mark all In-kind (donated) services with (**); In-house (employee) services with (***), per each line item.
- All funding sources (In-kind, In-house, Global Match, and Other Agencies) must be identified (below) AND identified on the Funding Sources - Section IV I.

For project management costs, in compliance with Disaster Relief and Recovery Act of 2018 (DRRA) and the subsequent FEMA Interim Policy #104-11-1, the Florida Division of Emergency Management has included a section for applicants to request, or refuse, project management funds that are available to them. Under this new policy, HMGP projects awarded under disasters declared on or after August 1, 2017, are eligible for project management costs up to 5 percent of their total project costs.

Applicants choosing to apply for this funding must detail the specific administrative costs in Part G of this section. These costs must be eligible administrative costs, conforming to the requirements set in 2 CFR Part 200 Subpart E. Applicants must ensure that their administrative costs are reasonable, allowable, allocable, and necessary for the performance of the federal award.

The State will allot these management costs on a project-by-project basis per the amount requested by the sub-recipient, up to 5 percent of the total project cost. A sub-recipient may request less than this, but no higher. These management costs will be considered a separate pool of funding, and **WILL NOT** affect a project's benefit-cost analysis.

Management costs will be reimbursed per reimbursement request, and no more than 5 percent of any given reimbursement request amount. All management costs reimbursements will be contingent upon adequate documentation from the sub-recipient.

Management costs will be reimbursed at 100 percent of the amount of management costs requested, so far as they are adequately documented and are no more than 5 percent of the request. Any unused management costs at closeout following the final payment will be de-obligated. If the final total project cost results in an under-run, management costs will be reduced accordingly.

Applicants must make the determination to request or refuse management costs at the time of formal application submittal. The State will accept the initial determination from the applicant. There will be no recourse from the State for applicants wishing to change their initial determination after the application has been formally submitted.

A. Materials

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Cost per Unit</u>	<u>Cost</u>
Acquisition: Generator Wacker Neuson G25	1	1	\$27,970.00	\$27,970.00
Acquisition: Generators Blue Star JD60-04FTMPT60KW Diesel	4	4	\$91,420.00	\$365,680.00
Acquisition: Item #157 Level III Aluminum Enclosure AI-40	4	4	\$21,160.00	\$8,640.00
<u>Sub-Total</u>				\$402,290.00

B. Labor Include equipment costs. Indicate all "soft" or in-kind matches (**).

<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
N/A	0	\$0.00	0
<u>Sub-Total</u>			\$0.00

C. Fees Paid Include any other costs associated with the project.

<u>Description of Task</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
*Pre-Award	0	\$0.00	0
N/A			
<u>Sub-Total</u>			\$0.00

D. **Total Estimated Project Cost** \$402,290.00

E. Contingency Costs (maximum 5% of Material/Labor) 5% 20,114.50

F. **Final Project Cost** \$422,404.50

Note: To be eligible for HMGP Pre-Award costs – the costs must be identified as a separate line item in the estimate above, AND a completed HMGP Pre-Award Cost Request Form MUST be submitted with this application, detailing the items/cost requesting.

Mark all In-kind (donated) services with (**); In-house (employee) services with (***), per each line item.

All funding sources (In-kind, In-house, Global Match, and Other Agencies) must be identified (above) AND identified on the Funding Sources - Section IV I.

G. Project Management Costs

Based on the amount of total project cost being requested in Part D (above), your project is eligible for up to an additional 5% of that amount for project management costs. Indicate below whether or not you would like to request these funds and follow the directions for your selected choice.

Total Estimated Management Costs Available (5% of Total Project Costs) \$20,114.50
Note: This number will be generated automatically after Part I is completed

- ☒ **YES**, I would like to requests these funds (Fill out the itemized table below, then continue to Part I)*
- ☐ **NO**, I do not wish to request these funds. (continue to Part I)*

<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>

H. Total Estimated Management Costs Requested \$0.00

***Note:** By selecting either “yes” or “no” the applicant is acknowledging that they understand what is being offered to them as it is described in this application.

I. Funding Sources (round figures to the nearest dollar)

The maximum FEMA share for HMGP projects is 75%. The other 25% can be made up of State and Local funds as well as in-kind services. HMGP funds may be packaged with other Federal funds, but other Federal funds (except for Federal funds that lose their Federal identity at the State level, such as CDBG, and certain tribal funds) may not be used for the Non-Federal share of the costs.

1.	Estimated Federal Share	\$301,717.50	75	% of Total	(Maximum 75%)
2.	Non-Federal Shares				
3.	Estimated Local Shares	\$100,572.50	25	% of Total	(Cash)
4.		\$0.00		% of Total	(In-Kind**)
5.		\$0.00		% of Total	(In-House***)
6.		\$0.00		% of Total	(Global Match****)
7.	Other Agency Share (Identify Non-Federal Agency and availability date)	\$0.00		% of Total	
8.	Total Funding sources from above	\$402,290.00	100.00%	Total	(Equals 100%)

- ☐ **Identify proposed eligible activities directly related to project to be considered for In-Kind services in Section IV.C. Fees
- ☐ ***Identify proposed eligible activities directly related to project to be considered for In-House services in Section IV.C. Fees
- ☐ ****Separate project applications must be submitted for each Global Match project.

Global Match Project Number and Title: N/A

9.	Total Estimated Management Costs	Requested	<u>0</u>	
		Available	\$20,114.50	5% of Total (Max Allowed)

J. Project Milestones/Schedule of Work

List the major milestones in this project by providing an estimated time-line for the critical activities not to exceed a period of 3 years (36-months) of performance. **(e.g. Contracting, Designing, Engineering, Permitting, Inspections, closeout, etc.)**

<i>Milestone(s)</i>	<i>Number of Months to Complete</i>
Total	36 Months

Section V. Environmental Review and Historic Preservation Compliance

(NOTE: This application cannot be processed if this section is not completed.)

Because the HMGP is a federally funded program, all projects are required to undergo an environmental and historic preservation review as part of the grant application process. Moreover, all projects must comply with the National Environmental Policy Act (NEPA) and associated Federal, State, Tribal, and Local statutes to obtain funding. **NO WORK can be done prior to the NEPA review process. If work is done on your proposed project before the NEPA review is completed, it will NOT be eligible for Federal funding.**

A. The following information is required for the Environmental and Historic Preservation review:

All projects must have adequate documentation to determine if the proposed project complies with NEPA and associated statutes. The State Environmental Staff provide comprehensive NEPA technical assistance for Applicants, with their consent, to complete the NEPA review. The type and quantity of NEPA documents required to make this determination varies depending upon the project's size, location, and complexity. However, at a minimum, provide the applicable documentation from this section to facilitate the NEPA compliance process.

1. ☒ Detailed project description, scope of work, and budget/costs (Section II and Section IV of this application).
2. ☒ Project area maps (Section III, part B & C of this application).
3. ☒ Project area/structure photographs (Section III, part C of this application).
4. ☒ Preliminary project plans.
5. ☒ Project alternatives description and impacts (Section V of the application).
6. ☒ Complete the applicable project worksheets.
Documentation showing dates of construction are required for all structures.
7. ☒ Environmental Justice – Provide any applicable information or documentation regarding low income or minority populations in the project area. See Section V.B of this application for details.
8. ☒ Provide any applicable information or documentation referenced on the *Information and Documentation Requirements by Project Type* below.

B. Executive Order 12898; Environmental Justice for Low Income and Minority Population:

1. Are there low income or minority populations in the project area or adjacent to the project area?
☐ No ☒ Yes; describe any disproportionate and adverse effects to these populations:
N/A
2. ☒ To help evaluate the impact of the project, explain below or attach any other information that describes the population, or portion of the population, that would be either disproportionately or adversely affected. Include specific efforts to address the adverse impacts in your proposal narrative and budget.
N/A

C. Tribal Consultation (Information Required)

Section 106 of the National Historic Preservation Act (NHPA) requires federal agencies to take into account the effect of their undertakings on historic properties. The NHPA requires that agencies must complete this process prior to the expenditure of any Federal funds on the undertaking. A Tribal Consultation is required for any project disturbing ground or moving soil, including but not limited to: drainage projects; demolition; construction; elevation; communication towers; tree removal; utility improvements.

1. Describe the current and future use of the project location. A land use map may be provided in lieu of a written description.

N/A

2. Provide information on any known site work or historic uses for project location.

N/A

- ☐ Attach a copy of a city or county scale map (large enough to show the entire project area) with the horizontal limits (feet) and vertical depths (square feet) of all anticipated ground disturbance of 3 inches or more.

D. Alternative Actions (Information Required)

The NEPA process requires that at least two alternative actions be considered that address the same problem/issue as the proposed project. In this section, list **two feasible** alternative projects to mitigate the hazards faced in the project area. One alternative is the "No Action Alternative".

1. No Action Alternative

Discuss the impacts on the project area if no action is taken.

Write narrative

2. Other Feasible Alternative

Describe a feasible alternative project that would be the next best solution if the primary alternative is not accomplished. This could be an entirely different mitigation method or a significant modification to the design of the current proposed project. Include a Scope of Work, engineering details (if applicable), estimated budget and the impacts of this alternative. Complete *all* of parts **a-e** (below).

a. Project Description for the Alternative

Describe, in detail, the alternative project, and explain how the alternative project will solve the problem(s) and/or provide protection from the hazard(s). Also, provide pros and cons for this alternative and a reason for why it was not selected.

Narrative re: other options/decrease scope of work = less mobile. Not doing due to extreme costs

b. Project Location of the Alternative (describe briefly, if different from proposed project)

N/A

- ☐ Attach a map or diagram showing the alternative site in relation to the proposed project site (if different from proposed project)

c. Scope of Work for Alternative Project

Fill in details from Hollie re: costs of perm

d. Impacts of Alternative Project

Discuss the impact of this alternative on the project area. Include comments on these issues as appropriate: Environmental Justice, Endangered Species, Wetlands, Hydrology (Upstream and Downstream Surface Water Impacts), Floodplain/Floodway, Historic Preservation and Hazardous Materials.

N/A

e. Estimated Budget/Costs for Alternative Project

In this section, provide details of all the estimated costs of the alternative project (round figures to the nearest dollar). A lump sum budget is acceptable.

Materials:	
Labor:	
Fees:	
Total Estimated Project Cost:	\$ 0.00

HMGP ENVIRONMENTAL REVIEW
Information and Documentation Requirements by Project Type

<i>Retrofits to Existing Facilities/Structures</i> <i>Elevations</i> <i>Acquisitions with Demolition</i>
✓ Dates of Construction ✓ Ground disturbance map for projects with 3 inches or more of ground disturbance ✓ Structure photographs
<i>Drainage Improvements</i>
✓ Engineering plans/drawings ✓ Permit or Exemption letter to address any modifications to water bodies and wetlands - o Department of Environmental Protection - o Water Management District - o U.S. Army Corps of Engineers ✓ Ground disturbance map for projects with 3 inches or more of ground disturbance. ✓ Concurrence from U.S. Fish and Wildlife addressing any impacts to wildlife, particularly endangered and threatened species and their habitats. ✓ If the project is in a coastal area, attach a letter from the National Marine Fisheries Service addressing impacts to marine resources. ✓ Concurrence from Natural Resource Conservation Service if project is located outside city limits and may impact prime or unique farmland. ✓ Concurrence from your Local Floodplain Manager – if project is located in a floodplain.

Note: This is a general guideline for most projects. However, there will be exceptions. Consult with state environmental staff on project types not listed.

Section VI – Maintenance Agreement

All applicants whose proposed project involves the retrofit or modification of existing public property or whose proposed project would result in the public ownership or management of property, structures, or facilities, must first sign the following agreement prior to submitting the application to FEMA.

(NOTE: Not applicable to projects solely related to residential or private property.)

The _____ City _____ of _____ Stuart _____, State of Florida, hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the ***routine*** maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

The purpose of this agreement is to make clear the Sub-recipient's maintenance responsibilities following project award and to show the Sub-recipient's acceptance of these responsibilities. It does not replace, supersede, or add to any other maintenance responsibilities imposed by Federal law or regulation and which are in force on the date of project award.

Signed by _____ Troy McDonald _____ the duly authorized representative
(printed or typed name of signing official)

Mayor _____,
(title)

This 16 (day) of October (month), 2023 (year).

Signature* _____

****Note: The above signature must be by an individual with legal signing authority for the respective local government or county (e.g., the Chairperson, Board of County Commissioners or the County Manager, etc.)***

HMGP Application Completeness Guidance/Checklist

This guidance/checklist contains an explanation, example and/or reference for information requested in the application. Use this list to assure your application is complete and includes the required information for HMGP projects. The appropriate documentation must also be attached. It is important to note that this list is similar to the form that will be used during the application sufficiency review by the HMGP staff.

Project Title: City of Stuart Emergency Lift Station Generators-TB

Applicant: City of Stuart, Florida

Application Information	Explanation of Information Required	✓
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Section I

B. Applicant Information

FEMA__-DR-FL	Type in the four digit number FEMA assigned to the disaster that this application is being submitted under. (Example: 4337, 4283)	☐
DISASTER NAME	Type in the Disaster name. (Example: Hurricane Irma, Tropical Storm Fay)	☐
Title of Project	The project title should include: 1) Name of Applicant, 2) Name of Project, 3) Type of Project. (Example: City of Tallahassee, City Hall Building, Wind Retrofit)	☐
1. Applicant	Name of organization applying. Must be an eligible applicant.	☐
2. Applicant Type	State or local government, recognized Native American tribe, or private non-profit organization. If private non-profit, attach documentation showing legal status as a 501(C). (Example: IRS letter, Tax Exempt Certificate)	☐
3. County	Indicate county in which the project is located.	☐
4. State Legislative and Congressional District(s)	Specify the appropriate State Senate, House and Congressional District code for the project site . For multiple sites, list codes for each site. http://www.myfloridahouse.gov/sections/representatives/myrepresentative.aspx	☐
5. Federal Tax I.D. Number	List the Federal Employer's Identification Number (FEIN), also known as Federal Tax Identification number, 9-digit code. May be obtained from your finance/accounting department.	☐
6. DUNS Number	Include Data Universal Numbering System (DUNS) number in appropriate location on application. Typically, this number can be obtain through your finance department. If not, use the link below to look up your entity. If none, exists you can use the same link to request one. https://www.dnb.com/duns-number.html	☐
7. FIPS Code	List the Federal Information Processing Standards (FIPS) Code. May be obtained from your finance/accounting/grants department. If none, submit FEMA Form 90-49. See state website under the relevant disaster (https://floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/)	☐
8. NFIP ID Number	List the National Flood Insurance Program (NFIP) number. You must be a participating NFIP member to be eligible for HMGP funding. Make sure that the number is the same as the panel number on the FIRM provided with the application.	☐
9. Point of Contact	Provide all pertinent information for the point of contact. This person serves as the coordinator of the project. If this information changes once the application is submitted, please contact the HMGP staff immediately.	☐
10. Application Prepared By	Provide the preparer information. May be different from the point of contact (line 9) and/or the applicant's agent (line 11).	☐
11. Authorized Applicant Agent	An authorized agent must sign the application. <i>"An authorized agent is the chief elected official of a local government who has signature authority, so for a county it would be the Chairman of the Board of County Commissioners and for a municipality it would be the Mayor (the exact title sometimes varies). Any local government may delegate this authority to a subordinate official (like a City or County Manager) by resolution of the governing body (the Board of County Commissioners or Board of City Commissioners). If a local government delegates signature authority, a copy of the <u>resolution</u> by the governing body authorizing the signature authority for the individual signing must be provided."</i>	☐

	For Private Non-Profit: A member of its Board of Directors or whoever has authority to authorize funding for such a project. If this task is delegated down, a copy of a resolution confirming this must be provided.	
12. LMS Compliance	a) LMS Project List: All proposed projects must be included in the county's Local Mitigation Strategy (LMS) Project List and must be on file with FDEM's Mitigation Bureau Planning Unit. b) LMS Endorsement Letter: All proposed projects must include an endorsement letter from the county's Local Mitigation Strategy Coordinator. You may use 1 letter as long as it includes every proposed project. c) Estimated Costs & Application Costs: The LMS Project List must include an Estimated Cost column and each HMGP project application must be within \$500.00 of that Project List's estimated cost. Also ensure that the Federal Cost Share indicated on the LMS Coordinator's Endorsement Letter exactly matches the Federal Cost Share indicated within the application. Ensure the LMS endorsement letter contains both the Total Estimated Projects Cost (Section IV. D.), along with the Estimated Federal Share (Section IV. I.1.) allocated to this project. A letter of endorsement for the project and its priority number from the Local Mitigation Strategy Project List must be included. Refer to Sample LMS Letter. Applications without a letter of endorsement will not be processed. (44 CFR 201.6 Local Mitigation Plans)	☐
13. Previous Submittal	If the project has been previously submitted under another disaster, provide the disaster number, the project number, and the title of the project.	☐

Section II - Project Description

A. Hazards to be Mitigated/Level of Protection

1. Type of Hazards	Type of Hazards the Proposed Project will Mitigate: Identify the hazard(s) that the proposed project will mitigate. More than one hazard may be selected.	☐
2. Identify the Type of Project	Identify the Type of Proposed Project: Describe the mitigation project being proposed. (Example: drainage, wind retrofit, generator etc.)	☐
3. Number of Persons Protected	Explain how many people will be protected by or benefit from the proposed project. (Example: A drainage project improving a residential area of 23 homes, with an average household of 2 people = 46 people)	☐
4. Total Impacted Area	Explain how many acres will be impacted from the proposed project: Drainage/Berm/Pond/Culverts/Flood hazard projects: combination of the area to be protected and ground disturbance must not exceed 25 acres.	
5. Level of Protection	Specify the level of protection and magnitude of the event the proposed project will mitigate. Attach support documentation that verifies the stated level of protection. (Example: In a wind retrofit project, it will be the design wind speed to comply with the Florida Building Code requirements. In a drainage project, it will be the implemented design level, e.g. a 25-year FDOT design standard for culvert.)	☐
6. Project Impact	Identify all the items the project may impact or are within the project area.	☐
7. Engineered Projects (e.g. Drainage)	Include available engineering calculations, studies, and designs for the proposed project showing results from applied Recurrence Interval scenarios before and after mitigation. (Number of structures, building replacement value, depth of the water, structural damages, content damages, displacement, road closures, etc.)	☐

B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

1. Existing Problem	Describe the existing problem, location, source of the hazard, and the history and extent of the damage. Include newspaper articles, insurance documentation, photographs, etc. If this project is eligible for PA (406) mitigation activities, describe the 406 activities.	☐
2. Type of Protection	Determine how the funding will solve the existing problem and provide protection.	☐
3. Scope of Work:	What the Project Proposes to Do: Determine the work to be done. The scope of work must meet eligibility based on HMGP regulations and guidance. Explain how the proposed problem will be solved. (NOTE: The proposed project must be a	☐

	mitigation action, not maintenance.) <i>Does the proposed project solve a problem independently or constitute a functional part of a solution where there is assurance that the project as a whole will be completed (44 CFR 206.434[c][4])? Does the proposed project address a problem that has been repetitive or that poses a significant risk to public health and safety if left unresolved (44 CFR 206.434[c][5][i])?</i> Projects that merely identify or analyze hazards or problems are not eligible.	
4. On-Going or Proposed Projects in the Area	Determine if other projects, zoning changes, etc. are planned (particularly in the same watershed if flooding is being addressed) that may negatively or positively impact the proposed project. If there is a drainage project or downstream issue elsewhere, it may eliminate the current flooding issue, erasing the need for the proposed project. Response applies to drainage and acquisition projects. N/A is appropriate in wind retrofit shutter projects only. If this project is also being considered under the Public Assistance Program (406), describe in detail the 406 mitigation activities and/or services. Do not include project costs associated with this HMGP application.	☐

Section III - Project Location

A. Site

1. Physical Location	List the physical location of the project site(s) including the street number(s), zip code(s) and GPS coordinates (latitude/longitude, in decimal degrees). The physical address must correspond with the address locations specified on maps submitted with the application.	☐
2. Titleholder	Provide the titleholder's name.	☐
3. Project Seaward of the CCCL?	Determine if the project site is located seaward of the Coastal Construction Control Line. https://floridadep.gov/water/coastal-construction-control-line	☐
4. Number and Types of Structures Affected	Specify the number and type of properties affected by the project. (Example: Drainage project that affects 100 homes, 15 businesses and 2 schools.) What does the project protect? Should have a number next to the box that is checked. (See Section II, Item A.5 – detail of these totals)	☐

B. Flood Insurance Rate Map (FIRM) Showing Project Site

1. Copies of FIRM	Attach a copy (or copies) of the FIRM and clearly identify the project site. The FIRM Panel number must be included. To obtain a FIRM map, go to https://msc.fema.gov/portal . See instructions on How to make a FIRMette.	☐
2. Flood Zone Determination	Specify the flood zone(s) of the project site(s). If project is located in a Special Flood Hazard Area. Amount of coverage must be equal to or greater than the amount of Federal mitigation funding obligated to the project.	☐
3. Flood Hazard Boundary Map (FHBM)	Not required if a copy of the FIRM is attached.	☐
4. Model Acknowledgement of Conditions form	The Model Acknowledgement of Conditions for Mitigation in Special Flood Hazard Area form is required for those structures receiving federal funds that will also remain in the special flood hazard area by the close of the project. This form is required at application. It can be found on FEMA's website at https://www.fema.gov/media-library/assets/documents/15677	☐

D. C. Maps with Project Site and Photographs

1. City/County Map with Project Site	The project site and staging location (if applicable) should be clearly marked on a legible City/County map. The map should be large enough to show the project site. More than one map may be required.	☐
2. USGS TOPO with Project Site	The project site should be clearly marked on a legible USGS 1:24,000 TOPO map. To obtain a TOPO map, go to https://ngmdb.usgs.gov/topoview/	☐
3. Parcel/Tax Map	A Parcel, Tax or Property Identification map is required <u>only</u> for acquisition and elevation projects. The location of the structure must be clearly identified.	☐
4. Site Photographs	At least four photographs are required that clearly identify the project site. The photos must be representative of the project area, including any relevant streams, creeks, rivers, etc., and drainage areas that affect the project site or will be affected by the project. The front, back and both side angles are required for each structure. For acquisition and elevation projects, a photo taken away from the structure (in front toward the street, and in back toward backyard) to show the area along with	☐

	photographs of specific elements of the structure affected by the project (windows for shutters or window replacements) should also be provided. Label photographs appropriately. In addition, CDs may be submitted.	
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Section IV - Budget/Costs

Make sure all calculations are correct. Provide a breakdown of materials, labor and fees for the proposed project. Support documentation must be attached, i.e. vendor's quote, professional estimate (from engineer, architect, local building official, etc.). The proposed budget line items should represent allowable costs associated with the scope of work. Contingency Cost should be included as a line item in the budget section, and justified – Maximum allowed is 5%, and is required to complete this section; it will be used for the Benefit-Cost Analysis (BCA). Costs should be accurate, complete and reasonable compared to industry standards. Make sure the total cost is correct on the entire application.

A. Materials	List materials and their associated costs. Provide breakdown.	☐
B. Labor	Provide a breakdown of description, hours, rate, and cost or lump sum labor cost. Can use in-kind contribution as part of the 25% match. (Attach support documentation for in-kind, in-house to detail wages and salaries charged for any contribution. No overtime wages can be used to satisfy match contributions).	☐
C. Fees Paid	Provide a breakdown of associated fees i.e., consultants, studies, engineering, permits, and project management. Maintenance is not an allowable cost under HMGP. <i>Pre-award costs may be requested (See Pre-award Costs guidance).</i>	☐
D. Total Estimated Project Cost	This number includes all project costs without contingency costs included. Make sure all calculations are correct.	☐
E. Contingency Cost	Per FEMA's HMA Guidance (Section VI Part D.3.4), a contingency cost is, "an allowance in the total cost estimate to cover situations that cannot be fully defined at the time the cost estimate is prepared but that will likely result in additional eligible costs. Allowances for major project scope changes, unforeseen risks, or extraordinary events may not be included as contingency costs." The applicant may request up to 5% of material/labor costs. As with other line items, the applicant must justify these contingency costs based on the nature of the project at application. If an applicant wants to include contingency costs, they will need to enter the percentage that they require as well as what amount they want that percentage to be applied to. Type the resulting calculation in the final cell on the right. These cells will NOT auto-calculate. Be sure that they are calculated correctly.	☐
F. Final Project Cost	This number includes any contingency costs that were requested. The final BCA will use this number in its final calculation.	☐
G. Project Management Costs	After reading the guidance provided on pg. 5, select either YES or NO to indicate your need for management costs for this project. If YES , provide a breakdown of description, hours, rate and costs for requested management costs. If NO , continue to Part I.	☐
H. Total Estimated Management Costs Requested	This will auto complete based on what is entered into the cost cells above. Your request must not exceed 5 percent of the total project cost available for this project.	☐

I. Funding Sources (round figures to the nearest dollar)

The proposed sources of non-federal matching funds must meet eligibility requirements. (Except as provided by Federal statute, a cost-sharing or matching requirement may not be met by costs borne by another Federal grant.) 2 CFR Part 200.306.

1. Estimated Federal Share	The estimated Federal share is generally 75%. If the Federal share is not 75%, assure actual amount is entered. It could be 50.1234% or 35.1234%, etc. of the total dollar amount of project depending on county LMS allocation and priority. This figure cannot exceed 75%.	☐
2. Non-Federal Share	May include all 3 sources, i.e. cash, in-kind and global match, as long as the total is a minimum of 25%. Match cannot be derived from a federal agency except Federal funds that lose their federal identity (e.g., CDBG funding and certain tribal funding).	☐
3. Cash	Cash- Local funding will be utilized for the non-federal share. Enter amount of cash and percentage of total that amount represents.	☐
4. Total In-Kind	May use materials, personnel, equipment, and supplies owned, controlled and operated from within governing jurisdiction as an in-kind match. <i>Third party in-kind contributions would be volunteer services, employee services from other</i>	☐

	<i>organizations furnished free of charge, donated supplies, and loaned equipment or space. The value placed on these resources must be at a fair market value and must be documented. If in-kind is claimed from outside the applicant jurisdiction, it must be cash only. ** Identify proposed eligible activities in Section IV B. and C. as a separate line with In-kind written as a part of the description.</i>	
5. Total In-house	Sub-Recipient employees, equipment, etc. – internal services (must utilize the Personnel Activity Report or the Equipment Activity Report for the Request for Reimbursement)	☐
6. Total Project (Global) Match	Project (global) match must 1) meet all the eligibility requirements of HMGP; and 2) begin after FEMA's approval of the match project. A separate HMGP application must be submitted for global match projects. Indicate which project(s) will be matched. <i>The global match is not required to be an identical project. Projects submitted as global match for another project must meet the same period of performance time constraints as the HMGP.</i>	☐
7. Other Agency Share	Identify Non-Federal Agency and availability date; provide the documentation from the agency. (e.g., CDBG funding, and certain tribal funding)	☐
8. Total Funding	Total must represent (100%) of the total estimated project cost. Ensure that percentages match corresponding cost-shares and the total matches the Budget (in Section IV. F. - Total Estimated Project Cost).	☐
9.	Your requested amount must be equal to or less than 5 percent of the total project cost	☐

J. Project Milestones/Schedule of Work

1. Milestones (Schedule)	Identify the major milestones in the proposed project and provide an estimated time-line (e.g. <i>Designing, Engineering – 3 months, Permitting – 6 months, Procurement – 30 days, Installation – 6 months, Contracting – 1 month, Delays, Project Implementation, Inspections, Closeout, etc.</i>) for the critical activities not to exceed a period of 3 years (36-months) for performance. Milestones should not be grouped together but listed individually. Allot for the appropriate amount of time for final inspection and closeout (about 3 months).	☐
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Section V - Environmental Review & Historic Preservation Compliance

No work can begin prior to the completion of the environmental (NEPA) review. In order for the Environmental staff to conduct the NEPA review, all sections listed below must be completed.

1. Description, SOW & Budget	Detailed Project Description, Scope of Work & Budget/Costs. Complete Sections II & IV of the application.	☐
2. Area Maps	Project area Maps - Attach a copy of the maps and clearly mark the project site, and place the specific project structure(s) on map(s). Complete Section III, part B & C of the application.	☐
3. Project Area/Structure Photographs	Complete Section III part C of the application.	☐
4. Preliminary Project Plans	For shutters see the scope of work and for drainage & elevation see engineering drawings.	☐
5. Project Alternatives	Complete Section V part D. of this application.	☐
6. Project Worksheets	Dates of construction are required for all structures. See worksheets.	☐
7. Environmental Justice Documentation	See Section V.B for applicable information.	☐
8. Information/ Documentation Requirements by Project Type	Provide any of the required documentation as listed at the end of Section V in the Information and Documentation Requirements by Project Type that may have already been obtained.	☐

B. Executive Order 12898, Environmental Justice for Low Income and Minority Population

1. Disproportionate Effects	Determine if there are populations in either the project zip code or city that are characterized as having a minority background or living below the poverty level. If yes,	☐
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	complete the rest of Section V, part B. Describe any disproportionate effects that these populations would experience if the project were completed.	☐
2. Population Affected	Describe the population affected by this project and the portion of the population adversely impacted. Attach any documentation and list the attachments here.	☐

C. Information required for Tribal Consultation

Documentation for Tribal Consultation	For all projects with any ground disturbing activities of 3 inches or more, complete Section V part C.	☐
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D. Alternative Actions

1. No Action Alternative	Discuss the impacts on the project area if no action is taken.	☐
2. Other Feasible Alternative Action	This is a FEMA and FDEM requirement for any Application Review. A narrative discussion of at least three project alternatives (from No Action to the most effective, practical solution) and their impacts, both beneficial and detrimental is required. It is expected that the jurisdiction has completed sufficient analysis to determine the proposed project can be constructed as submitted and it supports the goals and objectives of the FEMA approved hazard mitigation plan. Has the proposed project been determined to be the most practical, effective and environmentally sound alternative after consideration of a range of options? (44 CFR 206.434[c][5][iii])	☐
a. Project Description	It is very important and a requirement that an Alternative project is submitted. NEPA requires that at least three alternatives must be presented to mitigate the problem. In addition to the proposed action and no action, one other feasible alternative must be provided.	☐
b. Project Location of the Alternative	Describe the surrounding environment. Include information regarding both natural (i.e., fish, wildlife, streams, soils, plant life) and built (i.e., public services, utilities, land/shoreline use, population density) environments.	☐
c. Scope of Work – Alternative Project	Describe how the alternative project will solve the problem and provide protection from the hazard. Provide enough detail to describe the project for the evaluation panel to decide the best course of action for the state. Include any appropriate diagrams, sketch maps, amount of materials and equipment, dimensions of project, amount of time required to complete, etc.	
d. Impacts of the Alternative Project		
e. Estimated Budget/Costs for the Alternative Project	Total cost is required.	☐
Materials, Labor, and Fees Paid	Detailed line items are not required. Just enter a total amount.	☐
Total Estimated Project Costs	Total cost is required. Vendor quote is not required. A lump sum budget may be submitted as justification to why this alternative was not chosen.	☐

Section VI – Maintenance Agreement

Maintenance Agreement	Complete, sign and date the maintenance agreement. The maintenance agreement must be signed by an individual with signature authority, preferably the authorized agent.	☐
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Other Required Documentation

Go to www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/ for additional documents

1. Maps	All maps must be included with the application.	☐
2. FFATA Form	During contracting with the state, complete, sign and date the FFATA Project File Form. Instructions are provided for your convenience in the document provided. This is not required at the time of application submittal.	☐
3. SFHA Acknowledgement of Conditions	Required for all projects in the Special Flood Hazard Area. Read and sign the SFHA Acknowledgement of Conditions document. This form must be notarized, signed by the local jurisdiction and the property owner.	☐
4. Pre-award Cost Form	If pre-award costs are being requested with your project, be sure to identify all pre-award costs in the application budget per instructions. The pre-award cost form must be completed and submitted with your application.	☐

5. Request for Public Assistance Form	Applicable if no FIPS number is assigned to applicant/recipient.	☐
6. Model Statement of Assurances for Property Acquisition Projects	For Acquisition projects only.	☐
7. Declaration and Release	For Acquisition projects only. Must be signed by all persons whose names are on the property deed.	☐
8. Notice of Voluntary Interest	For Acquisition projects only. Two forms are available for your convenience. Use the form that is most appropriate to your situation. Must be signed by all persons whose names are on the property deed.	☐
9. Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space	For Acquisition projects only. Must be signed by all persons whose names are on the property deed.	☐
10. Worksheets	The appropriate worksheet(s) must be completed and submitted with the application. a. Flood Control – Drainage Improvement b. Generator c. Tornado Safe Room d. Hurricane Safe Room e. Wind Retrofit f. Wildfire g. Drought	☐

***Submit 1 original (signed) and 1 full copy** of the entire application and backup documentation. Include a full copy of the submittal and all documentation on CD or thumb drive.

Attachment Index

Use the following template to list any supporting documentation that is **included on the CD or flashdrive**. Clearly and concisely label each attachment on this form to correspond with the file name on the CD or flashdrive. In the first column list which section and item (from the HMGP application) the attachment refers to. *Example: Section 2, Item 1.* **If any required documentation is not included on the CD or flashdrive, the application will be considered incomplete and will not be considered for possible funding.**

Section # & Item		Attached Document Name
1		City of Stuart FIRMette_location_attachment 1, etc
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**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 10/23/2023

Prepared by: Michael Mortell

Title of Item:

AUTHORIZATION TO ALLOW ASHLEY CAPITAL TO ACCESS THE OLD LANDFILL TO EVALUATE PROPERTY (RC):

RESOLUTION No. 107-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING CITY STAFF TO ENTER INTO A DUE DILIGENCE INVESTIGATION RELATED TO CONVERTING THE OLD CITY LANDFILL PROPERTY INTO A BROWNFIELD REUSE PROJECT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Ashley Capital sent an unsolicited offer to the City requesting an opportunity to perform some inspections at the landfill with the desire to ultimately enter into a purchase contract with the City for the property based upon the reuse as a brownfill project. Ashley Capital would like to convert the property into a small scale light industrial location if it is determined that it is feasible. If the Commission authorizes the due diligence investigation, Ashley Capital will present a formal real estate purchase agreement in the future if the project is feasible. A copy of the unsolicited offer is attached to the agenda.

Funding Source:

Not applicable

Recommended Action:

The Commission can approve the Resolution and authorize the due diligence or provide additional direction to staff.

ATTACHMENTS:

1. Resolution 107-2023
2. Unsolicited offer October 12 2023



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

RESOLUTION NUMBER 107-2023

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA AUTHORIZING CITY
STAFF TO ENTER INTO A DUE DILIGENCE
INVESTIGATION RELATED TO CONVERTING THE OLD
CITY LANDFILL PROPERTY INTO A BROWNFIELD
REUSE PROJECT; PROVIDING AN EFFECTIVE DATE;
AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, beginning in 1950, the Old City Landfill site was owned and utilized by Martin County as an open disposal area and was then acquired by the City of Stuart in 1962, where waste disposal at the site continued until the mid-1970's when the City placed limitations on the type of wastes that could be placed on the property.

WHEREAS, trench and fill construction was later utilized by the City for waste burial. Ultimately, the landfill was closed for waste disposal in 1980.

WHEREAS, over the years, the City has leased a portion of the landfill while continuing to solicit leasing opportunities in accordance with a Florida Department of Environmental Protection Environmental Resource Permit that limits the permitted activities on the property.

WHEREAS, the City of Stuart has historically hauled and processed yard waste collected in the City to the Old City Landfill.

WHEREAS, the City received an unsolicited offer from Ashley Capital to include two parcels of the land file totaling approximately 49 acres.

WHEREAS, Ashley Capital has become one of the largest privately held industrial real estate investment companies in the United States and desires to restore the landfill to a site suitable for small scale light industrial use.

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

SECTION 1: The City Commission agrees and authorizes the City grant Ashley Capital the access to the City Landfill in order to conduct due diligence investigation for period of 180 days. Upon the expiration of the 180 days, an offer to purchase will be conveyed or Ashley Capital will restore the property to the state it was in prior to the due diligence period.

SECTION 2: The City Manager is authorized to enter into a more formal due diligence document with Ashley Capital in a form that is acceptable to the City Attorney.

SECTION 3: Any offer for the purchase or lease of the land shall be presented to the City Commission for consideration.

SECTION 3: This resolution shall take effect on adoption.

Resolution No. 107-2023
Authorization to negotiate contract

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
BECKY BRUNER, VICE MAYOR
EULA E. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of _____

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE BAGGETT, ESQ.
CITY ATTORNEY

October 12, 2023

Mr. Michael Mortell
City Manager
City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994

Dear Mr. Mortell,

This letter serves as our formal expression of interest for the acquisition of land at the Old City of Stuart Landfill to include the following parcels as represented on Exhibit A:

- 38.51 Acres represented by Parcel ID# 163841000000000130
- 11 Acres represented by Parcel ID# 163841000000000160

Founded in 1984, Ashley Capital has become one of the largest privately held industrial real estate investment companies in the United States. Ashley pursues investment opportunities that include:

- Acquisition of brownfield parcels and transforming them into state-of-the-art commerce centers
- Acquiring and redeveloping underperforming industrial and office properties
- Developing and managing new business parks

Our current portfolio stands at approximately 30 million square feet and includes over eighty buildings and eighteen properties across six states – Michigan, Virginia, Tennessee, Atlanta, Wisconsin, and Florida. Ashley's Florida development portfolio includes Sunrise Grove Commerce Center and Martin Commerce Park, located in Palm City, and PCC2023 located in Fort Pierce.

Ashley Capital has extensive expertise in the redevelopment of brownfield properties. Over our 40-year history, we have successfully redeveloped contaminated sites into state-of-the-art commerce centers with projects that include the former GM Delco Chassis property in Livonia, Michigan, and Hazel Park Raceway (former industrial landfill) in Hazel Park, Michigan.

Currently, Ashley Capital is redeveloping Buick City in Flint, the largest and most significantly blighted and contaminated industrial site in the state of Michigan. The project is currently under construction in phase one of the new Flint Commerce Center, and when fully developed will be comprised of 10 buildings with over 3.5 million square feet across 330 acres.

Our interest in the Old City of Stuart Landfill is to repurpose and revitalize the property for speculative and end-user development, acting as a catalyst for new capital investment and high value jobs for city residents. We believe that there is a strong demand for new quality space that can accommodate small-to-medium sized light industrial and distribution tenants in the community.

This letter is not binding on any party, but merely sets forth the parties' desire to work together to accomplish a mutually agreeable deal.

Acceptance By:



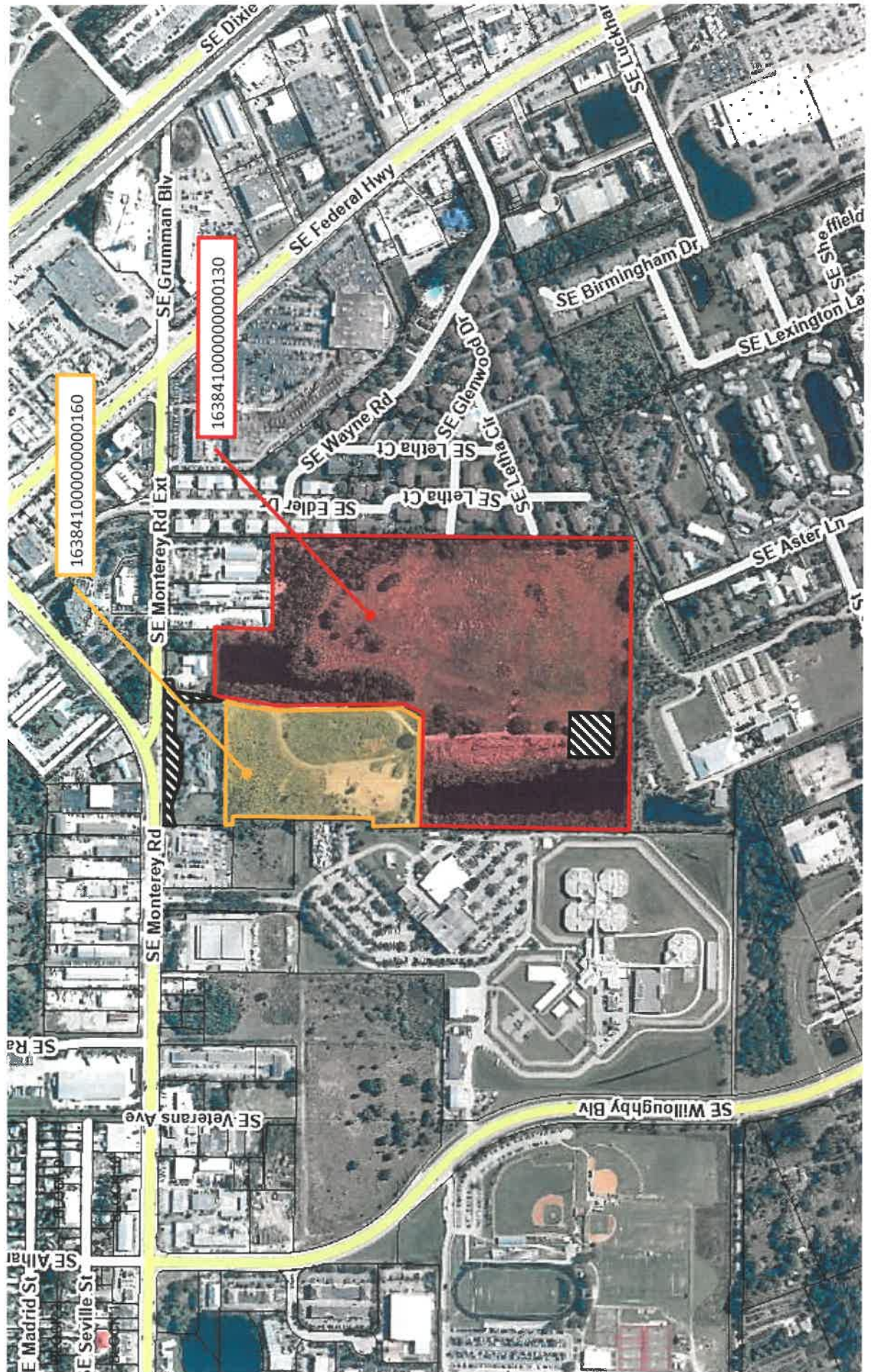
Jill Marasa
Director of Development – Treasure Coast
Ashley Capital

City of Stuart

cc: Reed Hartman, Hartman Real Estate
Rick Morton, Ashley Capital

OLD CITY OF STUART LANDFILL

Parcel Identification Map



**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 10/23/2023

Prepared by: Michael Mortell

Title of Item:

AUTHORIZATION TO NEGOTIATE A LEASE A PORTION OF THE OLD CITY LANDFILL (RC):

RESOLUTION No. 108-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY TO ENTER INTO NEGOTIATION TO LEASE A PORTION OF THE OLD CITY LANDFILL PROPERTY TO CUSTOM AUTO CENTER; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart received an unsolicited offer from Custom Auto Center which owns a property adjacent to the City Landfill. Custom Auto has been in business for over thirty five years and has been at the current location next to the land fill for over 25 years. It is seeking a portion of land directly behind its property and would not infringe on the existing natural wooded buffer. If the Commission is open to negotiating a long term lease with Custom Auto Center, then it would be willing to have the property appraised and negotiate a market lease with staff. The terms of the lease would be returned to the Commission for approval at a future hearing. The purpose of this Resolution is to determine the will of the Commission before incurring additional expenses. If the Commission authorizes staff to negotiate with Custom Auto Care, a site plan will be prepared and an appraisal will be incurred at their expense. Based upon the documents, a 30 year lease will be drafted with renewal options. All of the terms will be brought back to the Commission for approval.

Funding Source:

Not applicable.

Recommended Action:

Move approval of Resolution 108-2023.

ATTACHMENTS:

1. Resolution 108-2023
2. Unsolicited offer Custom Auto



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

RESOLUTION NUMBER 108-2023

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA AUTHORIZING THE CITY
TO ENTER INTO NEGOTIATION TO LEASE A PORTION
OF THE OLD CITY LANDFILL PROPERTY TO CUSTOM
AUTO CENTER; PROVIDING AN EFFECTIVE DATE;
AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the Old City Landfill site was owned and utilized by Martin County as an open disposal area and was acquired by the City of Stuart in 1962.

WHEREAS, the City of Stuart has constructed Fire Station Number Two on the edge of the landfill.

WHEREAS, over the years, the City has leased a portion of the landfill to other private entities including American Tower and a Funeral Home and Crematory.

WHEREAS, the City of Stuart received an unsolicited offer from Custom Auto Center to lease a small portion of land that is adjacent the business of Custom Auto Center to provide it with additional space to properly manage its business.

WHEREAS, it is the desire of Custom Auto Center to fence in the property and maintain it in accordance according to the terms of a long term lease with the City. Custom Auto Center has offered to pay market value for the lease but wanted assurance from the City

Commission that the City would consider leasing the land before Custom Auto Center incurred the expense of preparing a site plan and having the relevant property appraised.

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

SECTION 1: The City Commission authorizes the City Staff to negotiate a lease with Custom Auto Center based upon an appraisal which shall be obtained at Custom Auto Center's expense. If a proposed lease is reached between the City staff and Custom Auto Center, it shall not be effective unless it is brought back before the Commission and approved by the board. If a proposed lease is not presented to this board within 120 days then this Resolution shall be deemed expired and no further action shall be taken by the City.

SECTION 2: This resolution shall take effect on adoption.

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

TROY MCDONALD, MAYOR
BECKY BRUNER, VICE MAYOR
EULA E. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM

Resolution No. 108-2023
Authorization to negotiate a lease

AND CORRECTNESS:

LEE BAGGETT, ESQ.
CITY ATTORNEY

CUSTOM AUTO CENTER

1154 SE Monterey Rd,

Stuart FL 34994

772-283-5558

Michael Mortell, Esq.
Manager
City of Stuart
121 SW Flagler Avenue
Stuart, Fl. 34994

Dear Mr. Mortell,

I am writing to you in the hope of reaching a mutual agreement to lease the vacant land behind our current business at Custom Auto Center.

Custom Auto opened its doors in Stuart over thirty-five years ago and relocated to the current Monterey location over twenty-five years ago. We now employ thirty people, and we are constrained from further growth due to site limitations. Our business has been hampered due to supply chain issues, which require an ongoing need for the storage of in-process customer autos. Employee parking, as we expand our business, is now a critical issue as well.

Our proposed use for this property is for storage of vehicles and employee parking. We would clear, grade, and cover the land with suitable gravel for the proposed use. We would also extend our current fence to surround the added property.

The land we are requesting is one hundred and fifteen feet wide (115'), the same width as our property, and extends back two hundred and twenty five feet (225') from our current property line. Our request, intentionally, does not infringe on an existing natural wooded buffer of twenty five feet (25').

We have been blessed with continued growth in our business. With that growth, the volume of vehicles being repaired has increased substantially. This property would allow us to operate more efficiently and have the needed space to handle the increased volume. It would also significantly help our front end "new customer" parking area for our front office. We are willing to pay a fair market price to lease the land

for a term of thirty (30) years with three ten-year (10yr) renewal options.

We appreciate your consideration and look forward to speaking to you soon.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Robert Erato", with a large, stylized flourish extending from the end of the signature.

Robert Erato

Andrew Jeacoma

Kenneth Jeacoma

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 10/23/2023

Prepared by: Michael Mortell

Title of Item:

KIWANIS EQUIPMENT AND MATCHING GRANT (RC):

RESOLUTION No. 109-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, DECLARING CERTAIN PLAYGROUND EQUIPMENT CURRENTLY LOCATED AT KIWANIS PARK AS SURPLUS AND GIVING THE PROPERTY TO KIWANIS AT NO COST; FURTHER AUTHORIZING THE CITY MANAGER TO PROVIDE A MATCHING GRANT TO KIWANIS FOR NEW SIGNS AT THE PARK; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

As part of the partnership the City has with the Kiwanis Club of Stuart, there is currently a project underway to replace several swingset items which will significantly enhance the park. The Kiwanis Club of Stuart has recruited several volunteers to help disassemble a specific piece of the equipment rather than have it get destroyed during the replacement process. It is the intention of the Kiwanis Club of Stuart to reassemble the swingset equipment at Getrude Walden day care center for the use and benefit of the children enrolled there. The demolition process would destroy the equipment but if the Commission declares it surplus and grants it to Kiwanis Club of Stuart, the volunteers will disassemble and then reassemble the equipment for the benefit of the children at Gertrude Walden Day Care.

In addition, the Kiwanis Club of Stuart is currently proceeding with its largest contribution to the park thus far. Upon completion, the park fulfills the vision of the Kiwanis Club of Stuart and provides a barrier free playground for all children. The Kiwanis Club of Stuart also desires to install signs identifying the park and has asked the City for a matching grant related to the same. The City normally incurs the cost of signs for all of its parks. According to Kiwanis the signs will not exceed \$7,000.00 and it has asked the city to pay 50% of the cost.

Funding Source:

The funds can come from the general fund or from the CRA. The specific location has not been determined.

Recommended Action:

Move approval of Resolution 109 declaring the swing set as surplus and giving it to Kiwanis and also authorizing the City Manager to match the costs of the signs in an amount not to exceed \$7,000.00.

ATTACHMENTS:

1. Resolution 109-2023



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

RESOLUTION NUMBER 109-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, DECLARING CERTAIN PLAYGROUND EQUIPMENT CURRENTLY LOCATED AT KIWANIS PARK AS SURPLUS AND GIVING THE PROPERTY TO KIWANIS AT NO COST; FURTHER AUTHORIZING THE CITY MANAGER TO PROVIDE A MATCHING GRANT TO KIWANIS FOR NEW SIGNS AT THE PARK; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart, Florida has had a long-term partnership with the Kiwanis Club of Stuart, Florida, for over 35 years and has worked with the City to make significant park improvements to City owned parks; and

WHEREAS, the partnership with the Kiwanis Club of Stuart has provided significant public benefit to the residents and visitors of Stuart and has resulted in the creation of the busiest park in the Stuart area where children celebrate birthdays and other occasions in a barrier free environment.

WHEREAS, the City of Stuart, Florida has entered into multiple matching agreements with Kiwanis Club of Stuart to provide barrier free playground equipment for the children and families using the park.

WHEREAS, the most recent agreement with Kiwanis Club of Stuart will result in certain playground equipment being replaced with newer equipment that can support significantly more

children. Kiwanis Club of Stuart has identified volunteers to help disassemble a portion of the equipment currently scheduled to be razed as part of the renovations so that it can be donated to other children in need at another location.

WHEREAS, the Kiwanis Club of Stuart has also identified two large signs identifying the park and has asked the Stuart for a match grant to install the signs in an amount not to exceed \$7,000.00.

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

SECTION 1: The swing set that would otherwise be demolished during replacement is deemed surplus and the City Commission conveys ownership to the scrap equipment related to same to Kiwanis Club of Stuart.

SECTION 2: The City Manager is authorized to provide an appropriate matching grant for the two signs for Kiwanis Park which is located in the Community Redevelopment Area. If the City Manager determines that the matching funds should be provided by the CRA then he shall use his discretion to take the appropriate action with the assistance of the Finance Director.

SECTION 3: Granting the surplus swing set that would otherwise be disposed of and providing matching funds for appropriate signs for the park provides public benefit because it enhances an already popular park; it provides direction to visitors to find the park and provides an opportunity to reuse the playground equipment that would not be salvageable without the volunteers from the Kiwanis Club of Stuart.

SECTION 4: This resolution shall take effect upon adoption.

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

TROY MCDONALD, MAYOR
BECKY BRUNER, VICE MAYOR
EULA E. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

Resolution No. 109-2023
Kiwanis equipment and matching grant

ADOPTED this ____ day of ____.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE BAGGETT, ESQ.
CITY ATTORNEY

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 10/23/2023

Prepared by: Pinal Gandhi-Savdas

Title of Item:

US-1/FEDERAL HIGHWAY STREET TREE MASTER PLAN/PROGRAM AND LAND DEVELOPMENT CODE AMENDMENTS (RC):

ORDINANCE No. 2520-2023; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING AND RESTATING THE CITY'S LAND DEVELOPMENT CODE; MORE SPECIFICALLY AMENDING SECTION 2.04.06 ENTITLED "SUPPLEMENTAL BUILDING SETBACKS ON CERTAIN STREETS" IN CHAPTER II AND SECTION 3.01.03 ENTITLED "URBAN STANDARDS AND REGULATIONS FOR DESIGNATED URBAN SUBDISTRICTS" IN CHAPTER III; AMENDING SECTION 11.01.03 ENTITLED "MINOR DEVELOPMENT PLAN APPLICATION" IN CHAPTER XI; AND CHAPTER XII DEFINITIONS OF THE CITY OF STUART LAND DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

TIMELINE OF MEETINGS

Public Outreach

Workshops, open houses, and interviews were included to inform and seek participation in the program.

A sample owner's agreement has been developed and is included in Appendix C. City staff have created a landing page for the effort which can be accessed through the CRA webpage.

In addition to the required notice for LDC text amendments, postcards to inform property owners were sent to all eligible property owners in September of 2023 and property owners were invited to a workshop hosted at City Hall on September 18, 2023, to learn about the Master Plan, program, and proposed land development regulations.

A short presentation on the Master Plan, program, and proposed land development regulations was included in Stuart Main Street's Morning on Main Street event on September 28 hosted at TCRPC. The event was very well attended and received positive feedback from participants.

TCRPC and City staff are continuing efforts to make direct contact with property owners and property decision-makers by reaching out to local commercial realtors and property managers.

City Commission

On August 28, 2023, the City Commission approved Ordinance No. 2520-2023 with a 4-1 vote on the first reading. Commissioner Collins expressed concerns about giving a 10% parking credit to properties that may not have on-site parking spaces impacted by the implementation of the program.

Based on visual site analysis conducted by staff and TCRPC, the vast majority of on-site parking spaces lost by the implementation of the program is greater than no impact on parking spaces. In some cases, there will be modifications to the driveway that will impact the property. Therefore, closing the driveway will create an opportunity for the implementation of the program and provide credit for on-site parking.

Local Planning Agency

On August 10, 2023, the LPA approved Ordinance No. 2520-2023 with the condition of conducting an outreach meeting with the property owners/businesses along the Federal Highway corridor impacted by the proposed Land Development Code amendments and US-1/Federal Highway Street Tree Master Plan and Program between the first public hearing and adoption hearing. The staff planned to do an outreach meeting after the US-1/Federal Highway Street Tree Master Plan and Program is approved, since participation in the program is voluntary. The City's Land Development Code requires publication of notice in a newspaper for the Land Development Code text amendment. The notice was published in accordance with the requirements set forth in Section 11.01.08 of the Land Development Code. The outreach meeting will include presentations on the proposed Land Development Code amendments and the US-1/Federal Highway Street Tree Master Plan and Program.

Community Redevelopment Board

On August 1, 2023, the CRB unanimously approved the Federal Highway Street Tree Master Plan and Program.

PROJECT SUMMARY

US-1/Federal Highway Street Tree Master Plan and Program

On October 25, 2021, by Resolution No. 10-2021 CRA, the Community Redevelopment Agency approved to enter into an Interlocal Agreement with the Treasure Coast Regional Planning Council to develop the U-1/Federal Highway Street Tree Master Plan from SW Joan Jefferson Way to Kanner Highway/Colorado Avenue to identify opportunities for new tree plantings adjacent to the right-of-way and enhance public streets. The goals of the program are to improve sidewalks with shade for pedestrians and bicyclists, reduce vehicular speeding and beautify the corridor. An increase in tree canopy will improve air quality, reduce noise, help conserve energy, reduce the heat island effect, reduce stormwater runoff and increase property values.

The US-1/Federal Highway Street Tree Master Plan and Program was developed to implement the goals and vision for the corridor. The Master Plan identifies potential planting location strategies and recommendations of a limited palette of consistent tree species along the corridor. The intervention to add landscaping along the corridor will be part of any redevelopment, infill, substantial renovation or site renovation.

The Master Plan considers the existing conditions, users and ownership pattern along the corridor. All existing structures will remain and minimal impacts to existing parking or hardscape are illustrated in the plan. The US-1/Federal Highway Street Tree Master Plan and Program will be implemented through coordination with property owners along the corridor to increase tree canopy and enhance public streets. It's a voluntary program for a property owner with existing development, so it will require a long-term and on-going effort to achieve the goals of the program. The Master Plan is intended to be flexible for business needs and modifications may be necessary for implementation.

The property owners who choose to participate in the program will receive free tree(s) and/or palm(s) and streetscape improvements on the US-1/Federal Highway frontage as part of the US-1/Federal Highway Master Plan. Parcels may also be eligible for parking credit for converting excess parking into landscape area. The City/CRA will be responsible for purchasing, planting, and providing necessary irrigation, streetscape improvements, and maintenance in return for land dedicated to the City. The funding of the program will be subject to appropriations and the availability of funds.

Community Stakeholders Outreach

To further inform the analysis, the TCRPC hosted a group interview on December 2, 2021, January 26, 2022, and again on July 26, 2023. The interview was designed to further inform TCRPC of the opportunities and challenges related to the US-1/Federal Highway Street Tree Master Plan. Interviewees included members of:

- UF/IFAS Master Gardeners
- Garden Club of Stuart

- Florida Native Plant Society
- Downtown Business Association
- Stuart Main Street

Challenges identified included overhead utility lines and height clearances, diseases such as lethal bronzing affecting many palm species. General support for the program goals was shared. In addition to City staff coordination, draft versions of the master plan, program, and proposed land development regulations have been shared with the Martin MPO and FDOT Staff.

Land Development Code Amendments

The development of the Master Plan recognized that an update to the Land Development Code would be required to reflect desired expectations for redevelopment and substantial renovation projects along the US-1/Federal Highway corridor from SW Joan Jefferson Way to SE Dixie Cut-off road. The right-of-way width is limited within this roadway segment to achieve the vision of the corridor and allow pedestrian and bicycle mobility. This is particularly important for properties along the corridor where the setback treatment is less defined. The proposed amendments will establish streetscape standards in the front setback areas, to add shade trees and a continuous shared-use path for pedestrians and cyclists.

The attached ordinance will amend Sections 2.04.06 entitled "Supplemental Building Setbacks on Certain Streets" and Section 3.01.03 entitled "Urban Standards and Regulations for Designated Urban Subdistricts" of the City's Land Development Code to define the setback expectations for future development and streetscape standards for all new development and substantial renovation. The ordinance will also amend Section 11.01.03 entitled "Minor Development Plan Application" to include right-of-way dedication as part of the minor development plan application process and Chapter XII "Definition" to clarify certain definitions.

The proposed Land Development Code amendments can be adopted without approval of the US-1/Federal Highway Street Tree Master Plan and Program to achieve the goals of the corridor and improve mobility with redevelopment and substantial renovation projects. The details of the proposed amendments are provided in the attached staff report prepared by the Development Department.

Attachments

1. Staff Report prepared by the Development Department
2. Ordinance No. 2520-2023
3. Ordinance 2520-2023 - Exhibit A- Proposed Land Development Code Amendments
4. Supporting Document - Proposed US-1/Federal Highway Street Tree Master Plan and Program and Appendices
5. Supporting Document - Resolution No. 74-2021 Master Plan for Triangle Study Area
6. Supporting Document - Resolution No. 91-2021 Master Plan US-1 Corridor Study Area

Funding Source:

N/A

Recommended Action:

Move to approve Ordinance No. 2520-2023 on 2nd reading.

ATTACHMENTS:

1. Ordinance 2520-2023 - LDC Amendment
2. Ordinance 2520-2023 - Exhibit A
3. US-1-Federal Hwy Street Tree Master Plan and Appendices
4. Resolution 74-2021- Master Plan for Triangle Study Area
5. Resolution 91-2021- Master Plan US-1 Corridor Study Area

6. Minutes- CC Meeting



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

ORDINANCE NUMBER 2520-2023

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE; MORE SPECIFICALLY AMENDING SECTION 2.04.06 ENTITLED "SUPPLEMENTAL BUILDING SETBACKS ON CERTAIN STREETS" IN CHAPTER II AND SECTION 3.01.03 ENTITLED "URBAN STANDARDS AND REGULATIONS FOR DESIGNATED URBAN SUBDISTRICTS" IN CHAPTER III; AMENDING SECTION 11.01.03 ENTITLED "MINOR DEVELOPMENT PLAN APPLICATION" IN CHAPTER XI; AND CHAPTER XII DEFINITIONS OF THE CITY OF STUART LAND DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the City of Stuart has adopted a Land Development Code encompassing its development regulations; and

WHEREAS, the City Commission adopted Resolution 74-2021 approving and adopting the Master Plan for the "Triangle" study area and designating the name of the study area as the "Triangle District." The "Triangle District" is defined as west of S. Dixie Highway, east of US-1/Federal Highway, and north of S.W. Ocean Boulevard:

WHEREAS, the City Commission adopted Resolution 94-2021 approving and accepting the Master Plan for the "US-1 Corridor" study area. The "US-1 Corridor" study area is defined as the section of US-1 Highway as it passes through the city from a point beginning at the north line of S.E. Dixie Cutoff Road right of way and continuing to the south line of the S.W. St. Lucie Crescent right of way; and

WHEREAS, the City of Stuart Community Redevelopment Agency partnered with the Treasure Coast Regional Planning Council to develop a Street Tree Planting Program for the US-1/Federal Highway corridor with urban street trees and other plantings to enhance the usability of sidewalks and the beauty of the corridor; and

WHEREAS, the Land Development Code shall be updated to reflect desired expectations along the corridor with setbacks to provide a shared-use path or a wide sidewalk and shaded environment for pedestrians and bicyclists; and

WHEREAS, the City Commission finds that the code amendment will improve sidewalks for the use of pedestrians and bicyclists and it will enhance public safety; and

WHEREAS, on August 10, 2023, the Local Planning Agency held a duly noticed public hearing to consider this ordinance; and

WHEREAS, on August 1, 2023, by Resolution No. 12-2023 CRA, the Community Redevelopment Agency approved the US-1/Federal Highway Street Tree Master Plan and Program; and

WHEREAS, the City Commission held duly noticed public hearings on August 28, 2023, and Oct. 23, 2023, to consider this ordinance and provide for full public participation in the Land Development Code amendment process.

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

SECTION 1: The provisions of the Land Development Code as amended are hereby adopted as provided in the attached Exhibit “A” which is incorporated herein as set forth below.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3: If any word, clause, sentence, paragraph, section, or part thereof contained in this ordinance is declared to be unconstitutional, unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

SECTION 4: The provisions of this ordinance shall be codified into the City’s Land Development Code.

SECTION 5: This ordinance shall take effect upon adoption.

ORDINANCE No. 2520-2023
US-1/FEDERAL HIGHWAY STREET TREE MASTER PLAN AND PROGRAM

Passed on first reading the ____ day of _____, 2023.

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
BECKY BRUNER, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this ____ day of _____, 2023.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

APPENDIX B: LAND DEVELOPMENT CODE RECOMMENDATIONS

Sec. 2.04.06. Supplemental building setbacks on certain streets.

The following specific setbacks and streetscape standards shall apply to the streets so designated in Figure 2.04-1, unless other provisions of this Code provide a greater setback. In cases where the above setbacks differ from those contained in Chapter II, Chapter III shall apply.

Figure 2.04-1:

Street	Side	From	To	Front Setback (ft)
<u>SE- Dixie</u>	West	<u>SE- (Eleventh) St.</u>	<u>SE Dixie Cut-off road Rd.</u>	10
<u>SW Palm City Ave.</u>	Both	<u>U.S.-1/SW- Federal Hwy.</u>	City Limits	50 (from centerline)
<u>SE- Ocean Blvd.</u>	Both	{sections East of CRA} <u>SE Palm Beach Road</u>		50 (from centerline)
<u>US-1 / SW Federal Hwy.</u>	<u>Both</u>	<u>SW Joan Jefferson Way</u>	<u>S Colorado Ave. / S Kanner Hwy.</u>	<u>15-40 Build-to-Zone</u>
<u>U-S- Hwy- #1/SW SE Federal Hwy.</u>	Both	<u>W- Ocean Blvd.-S Colorado Ave. / S Kanner Hwy.</u>	<u>SE Dixie Cutoff Rd. S- City Limits</u>	<u>20-40 Build-to-Zone (from right-of-way)</u>
<u>US-1 / SE Federal Hwy.</u>	<u>Both</u>	<u>SE Dixie Cutoff Rd.</u>	<u>South City Limits</u>	<u>20</u>

Note: The preceding table establishes applicable setbacks to streets so designated. Due to the level of specificity provided in chapter III, which applies to the Community Redevelopment Area (including the Urban District₂ and East Stuart District₂) and the S.E. Ocean Boulevard Overlay Zone, the setbacks which shall apply to certain parcels within those areas are not shown. In cases where the above setbacks differ from those contained in the chapter III, those contained in the chapter III shall apply. Refer to chapter III for a complete description of all building setbacks applicable to the CRA and S.E. Ocean Boulevard Overlay Zone.

Streetscape standards. Front setback areas shall be detailed to augment public right-of-way design, to establish shaded, continuous routes for pedestrians and cyclists, and to organize landscaping. The standards and regulations set forth below shall apply to all new development and substantial renovation.

1. **US-1/Federal Highway Streetscape from SW Joan Jefferson Way to SE Dixie Cutoff Rd.** A minimum streetscape area no less than 20 feet in width, measured from the back of curb, shall be provided. The streetscape area is a combination of public right of way and the required building setback. **Figure 2.04-2** illustrates possible means of meeting the streetscape standards. The streetscape area shall be organized as follows:

- a. **Shared-use path or sidewalk.** A continuous 10' pedestrian and cycling path shall be provided. Any portion of the shared-use path or sidewalk within the front setback area shall be improved as an extension of the public sidewalk and shall match the public sidewalk in design and material, providing a seamless physical transition.

- b. **Shade trees & landscaping area.** Shade trees provide a shaded environment for pedestrians, improve stormwater management, reduce urban heat island effect, and improve the overall visual appearance of the street. Street trees shall be provided as follows:
- i. Shade trees shall be planted in accordance with the City of Stuart Landscape Code and shall be consistent with US-1/Federal Highway Street Tree Master Plan tree species.
 - ii. Planted uniformly spaced at a minimum of 30 feet on center within a minimum 10' wide landscape area. Spacing of trees may only exceed 30 feet to accommodate curb cuts, fire hydrants, utilities, existing canopy trees. Shade trees are encouraged to be planted to separate pedestrians from vehicular travel lanes.
 - iii. Shade trees and landscape areas may be planted with tree boxes or other low impact green infrastructure to maximize the stormwater benefit.
 - iv. Shade Trees shall be trimmed to provide minimum 8' clear height at sidewalks and 14' clear height at streets.
 - v. If site constraints such as existing utility easements, public infrastructure, or right-of-way constraints prevent the installation of required shade trees, the Development Director may approve an alternative organization of the streetscape elements. The building shall provide devices such as awnings or roof overhangs to establish a shaded pedestrian environment.
- c. **Building entrances.** The main entrance to every building shall be and face a public right-of-way or civic open space. The main entrance(s) to ground story commercial space(s) shall face a public right-of-way or civic open space. Doors allowing public access shall occur at intervals no greater than 150 feet per façade or side of building.
- d. **Frontage types.** Frontage Types define architectural characteristics for the detailing of building entrances. Frontage Types may be required as part of a Special Zoning Code areas. See Chapter III.
- e. **Dedication.** A voluntary dedication consistent with the approved *US-1/Federal Highway Street Tree Program Res. 12-2023 CRA* shall be submitted as part of a minor development plan application or amendment to an existing development order to participate in the program. The property owner may also be required to enter into a maintenance agreement requiring the property owner to be responsible for and maintain improvements made by the owner to meet the requirements of this section.
- f. **Parking Code Relief.** Relief from the Stuart Parking Code may be permitted when the streetscape standards are fully implemented as part of a substantial renovation or a minor development plan application. The required on-site parking may be reduced by 10% or by the existing parking spaces removed in streetscape implementation, whichever is greater. An approved by minor development plan application or amendment to an existing development order shall record the parking space credit. Failure to maintain landscaping will revoke parking space credit.

Figure 2.04-2:

From Sec. 3.01.03. Urban standards and regulations for designated urban subdistricts.

D. Urban highway ("UH").

1. Principal building placement.

- a. The front building facade shall be constructed parallel to the street along the front property line with a minimum setback of 15 feet and a maximum setback of ~~20~~ 40 feet for properties fronting on U.S.-1/SW Federal Hwy. If a property does not front on U.S.-1/SW Federal Hwy, then the minimum setback shall be ~~zero~~ 0 feet and the maximum setback shall be not more than ~~ten~~ 10 feet.
- b. The side setbacks may be zero feet on each side.
- c. The rear setback is not less than 15 feet.
- d. For lots fronting U.S.-1/SW Federal Highway, the front street façade width of the principal building shall not be less than 40 percent of the lot width. For other lots, the width of the principal building shall be not less than 70 percent of the lot width.

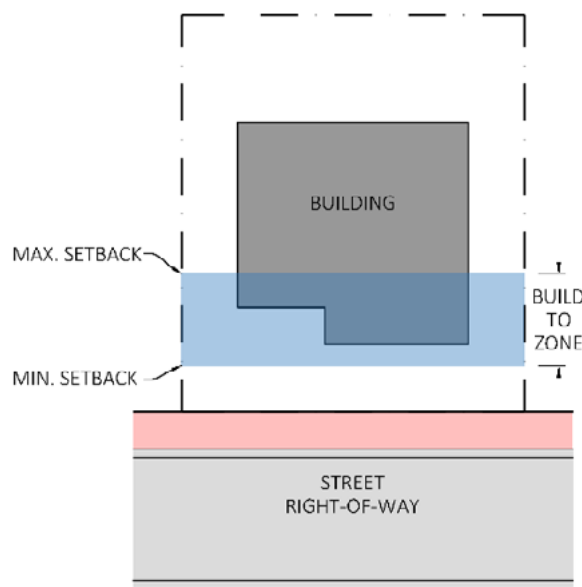
Sec. 11.01.03. Minor development plan application.

- A. *General.* A minor development plan is one which is:
1. A single-family, multi-family or duplex residential project of between three and 35 units, inclusive.
 2. A non-residential development under 50,000 square feet in area.
 3. A mixed-use development under 50,000 square feet in area.
 4. A public or private institutional development less than one acre in land area.
 5. Commercial tenant finishes.
 6. Right-of-way dedication.
- B. *Pre-application conference required.* Prior to filing for minor development plan review, the developer shall meet with the city development director and city staff to discuss the development review process and to be informed of which staff members to confer with about the application. No person may rely upon any comment concerning a proposed minor development, or any expression of any nature about the proposal made by any participant at the pre-application conference as a representation or implication that the proposal will be ultimately approved or rejected in any form. (NOTE: The development director may have the option to waive the pre-application conference for minor development plan application).
- C. *Application submittal requirements.* Application forms for minor development plan review shall be available from the city development department. A completed application shall be signed by all owners, or their agent, of the property subject to the proposal, and notarized. Signatures by other parties will be accepted only with notarized proof of authorization by the owners. In a case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation, and embossed with the corporate seal. The completed application form shall be accompanied by appropriate review fees, a site plan, and by any other information required by the city development director.
- D. *Compliance review procedures.* After receipt of the application, the development department shall follow the review and compliance procedures as set out in section 11.01.01 of this Code. If in compliance, the minor development plan shall be deemed approved.
- E. *Recordation.* Upon approval of a minor development plan, the development conditions, agreements, covenants, maps, and illustrations shall be recorded in the public records of Martin County, Florida, at the expense of the applicant. When a landowner conveys land described in item A.(6) of this section, the land area dedicated shall later be included in the former lot or land area, for the purpose of land use and zoning calculations, including but not limited to density and necessary setbacks prior to the dedication of right of way. If dedication is part of the implementation of the US-1/Federal Highway Street Tree Master Plan, the record shall include eligible parking space credit.

Chapter XII

DEFINITIONS

Build-to zone means that a building's façade must be built to the specified zone or the area between the minimum and maximum setbacks within which the building's façade is to be located.



Right-of-way means a strip of land acquired by reservation, dedication, forced dedication, prescription, or condemnation and intended to be occupied or occupied by a road, crosswalk, railroad, electric transmission lines, oil or gas pipeline, water line, sanitary storm sewer, and other similar uses. land dedicated, deeded, used, or for a street, alley, walkway, boulevard, drainage facility, access for ingress and egress, or other purpose by the public, certain designated individuals, or governing bodies.



US1- FEDERAL HIGHWAY STREET TREE MASTER PLAN & PROGRAM

DRAFT October 2023

PREPARED FOR:



CITY COMMISSION

Troy McDonald, Mayor
Eula Clarke, Commissioner
Becky Bruner, Commissioner
Campbell Rich, Commissioner
Christopher Collins, Commissioner

COMMUNITY
REDEVELOPMENT AGENCY

Troy McDonald, Chairperson
Becky Bruner, Vice Chairperson
Eula Clarke, Board Member
Christopher Collins, Board Member
Campbell Rich, Board Member
Tom Campenni, Board Member

COMMUNITY
REDEVELOPMENT BOARD

Tom Campenni, Chairperson
Nikolaus Schroth, Vice Chairperson
Chris Lewis, Board Member
Frank McChrystal, Board Member
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COMMONLY USED ABBREVIATIONS

ADA	Americans with Disabilities Act
AADT	Annual Average Daily Traffic
CRA	Community Redevelopment Area
CRB	Community Redevelopment Board
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
Martin MPO	Martin Metropolitan Planning Organization
NACTO	National Association of City Transportation Officials
RRR	Resurfacing, Restoration and Rehabilitation
TCRPC	Treasure Coast Regional Planning Council
TDP	Transit Development Plan
LRTP	Long Range Transportation Plan

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services, please call 288-5306 or email mkindel@ci.stuart.fl.us. Hearing-impaired individuals are requested to telephone the Florida Relay System at #711.

MASTER PLAN & PROGRAM GOALS

The City of Stuart has a long history of commitment to the value of trees to the community. The City has been recognized as a “Tree City USA” by the Arbor Day Foundation in 2015. Shade Trees are a vital component of urban resiliency and a recognized priority of the City’s [Sustainability Action Plan \(SAP\)](#). The SAP repeatedly references the value of trees for stormwater, reducing heat island effect, and increasing property values. The Community Redevelopment Agency (CRA) and Council seek to solicit stakeholder input, analyze potential planting location strategies, and provide recommendations for a limited palette of consistent, impactful tree species along the US-1/Federal Highway Corridor. This study follows a recommendation from the [Federal Highway Master Plan](#) and [Triangle District Master Plan](#), adopted in August of 2021, to develop a Street Tree Master Plan & Program to line the US-1/Federal Highway corridor with urban street trees to enhance the usability of sidewalks and the beauty of the corridor. The most critical need area within the CRA, is from the base of the Roosevelt Bridge at Joan Jefferson Way to the intersection of SE Colorado Avenue / Kanner Highway.

This segment of roadway has been identified as by the [Martin MPO Vision Zero Plan](#) as the number two Crash Site in the County for serious injuries and fatal crashes. Counter measures to reduce speeds are part of the recommendations. Urban trees have been found to be an effective countermeasure to reduce driver speed. The posted speed limit is currently 35-mph. The presence of a well-defined road edge may prompt drivers to be more attentive and cautious. ¹

PROGRAM GOALS:

- Improve sidewalks with shade for pedestrians and bicyclist
- Define the roadway to reduce vehicular speeding and driver stress
- Beautify corridor to benefit existing businesses and property owners

¹ https://depts.washington.edu/hhw/b/Thm_SafeStreets.html

Arbor Day Foundation names Stuart a ‘Tree City USA’

Staff TCPalm

Published 10:53 a.m. ET April 13, 2016

STUART -- Stuart was named a 2015 Tree City USA by the Arbor Day Foundation in honor of its commitment to effective urban forest management.

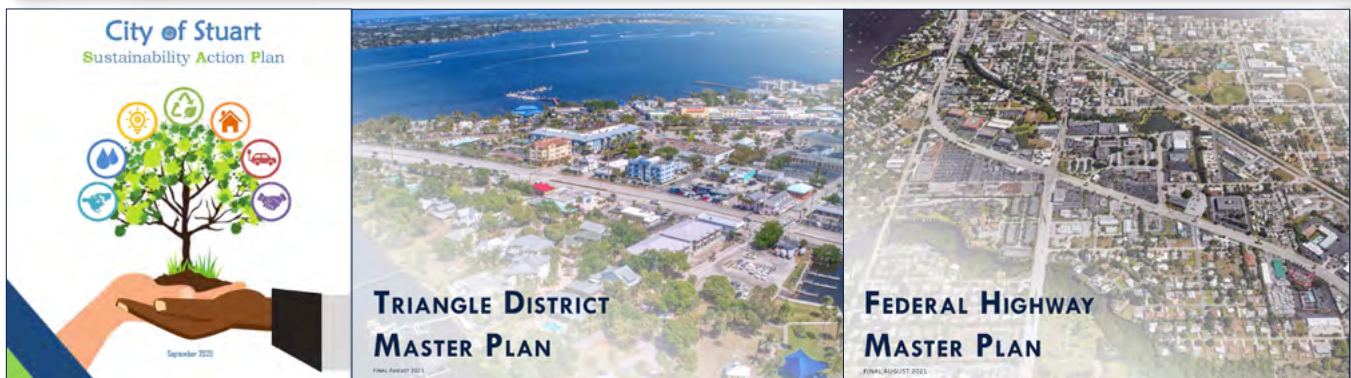


Figure 1 The Stuart News article headline announcing City of Stuart as a “Tree City USA” by the Arbor Day Foundation in 2015.

Figure 2 The cover of the Sustainability Action Plan, the Triangle District Master Plan, and the Federal Highway Master Plan.

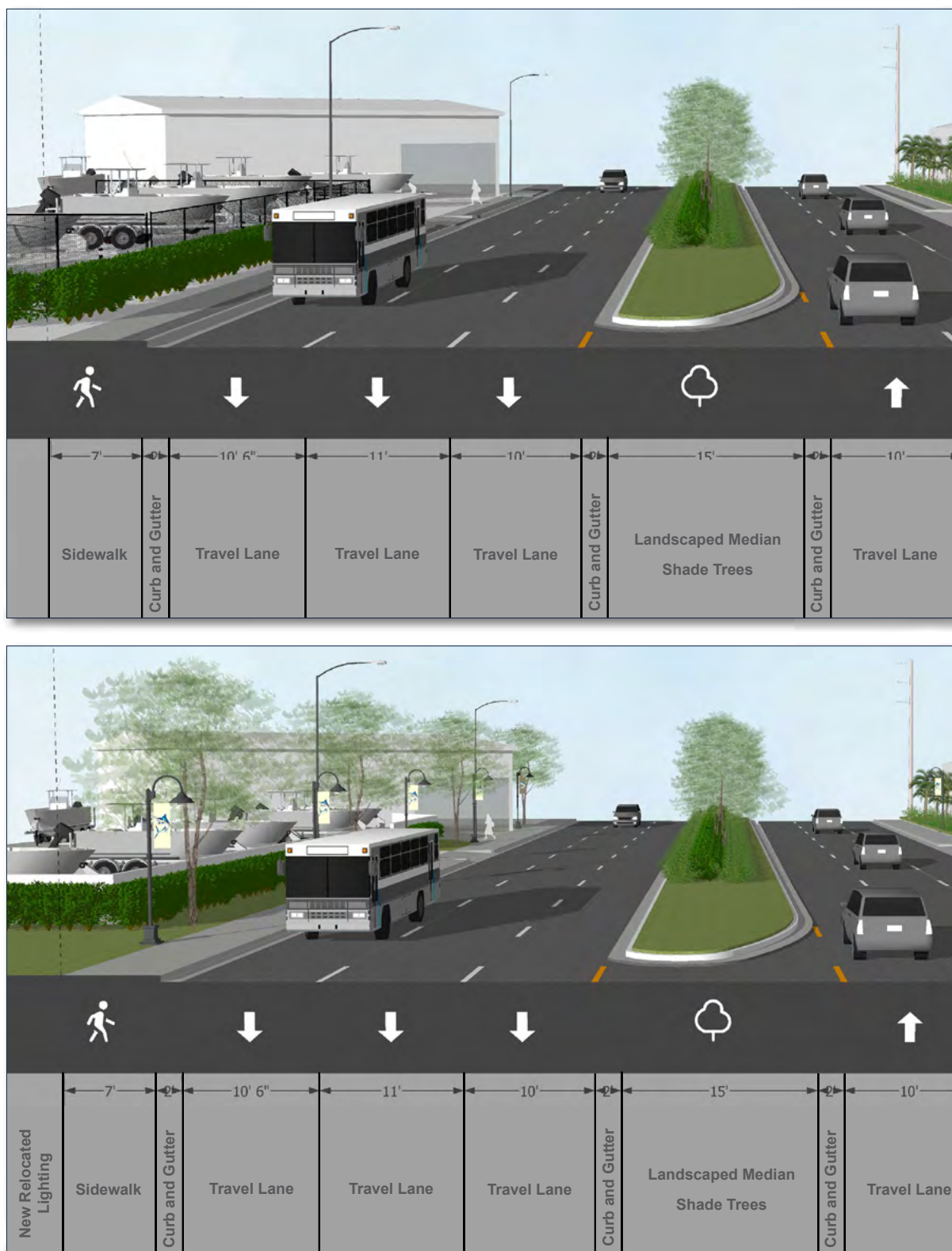


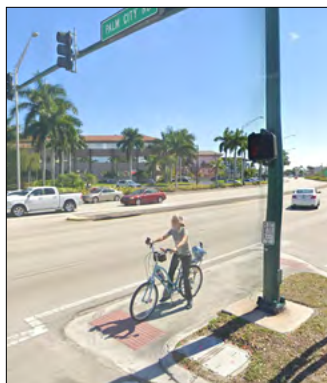
Figure 3 Excerpts from the [Federal Highway Master Plan](#) illustrating the existing conditions and proposed improvement with shade trees and additional landscaping.



Figure 4 Top left, the cover of the [Martin MPO Vision Zero Plan](#) where the study area is identified as an area in need of countermeasures.

Figure 5 Top right, The Stuart News article headline about Edwin Menninger "The Flowering Tree Man" who advocated for the planting of flowering trees throughout the City. These trees have become an identify character for the City.

Figure 6 Bottom, excerpt from the [Martin MPO Vision Zero Plan](#) where the study area is identified as the number 2 site for serious injuries and fatal crashes.



PUBLIX PLAZA IN 2000



PUBLIX PLAZA IN 2004

EXISTING CONTEXT

To the left are examples of the existing context. There is little shade and deficiencies in the sidewalk and bicycle network. The businesses along the roadway also suffer from a lack of attractive landscape in the area. Travelers are moving too fast to see the businesses. Trees have been found to reduce drivers speed and reduce levels of stress and frustration.¹ The responses in a survey conducted in 2021 reflected these same attitudes towards the corridor.

It is helpful to note that interventions to add additional landscaping along the corridor have happened before and should be a part of any redevelopment, infill, or substantial improvement. A small portion of the Publix Plaza was improved with landscaping in 2004 when four trees were added.

¹ https://depts.washington.edu/hhw/b/Thm_SafeStreets.html

Figure 7 Top left image of a cyclist on the sidewalk.

Figure 8 Top right image of a person on a mobility chair at the crosswalk.

Figure 9 An image of sidewalk with large FPL pole reducing the sidewalk width to only 3' wide.

Figure 10 An image of corridor with no sidewalk at the roadway and a vacant business.

Figure 11 Images below show precedent for incremental improvements over time. Red circles show where additional shade trees and landscaping was added. A portion of the median was also closed and landscaped.

OUTREACH

PROPERTY OWNERS

Workshops, open houses, and interviews were included to inform and seek participation in the program. A sample owner's agreement has been developed and is included in [Appendix C](#). A property owner outreach Participating property owners have the benefit of:

- Improved street presence & beautification
- Improved stormwater response
- Opportunity to combine Street Tree Master Plan with CRA Commercial Grant Improvement dollars for other site improvements
- A reduction in required on-site parking spaces when converting parking to shade trees

COMMUNITY STAKEHOLDERS

To further inform the analysis, the TCRPC hosted a group interview on December 2, 2021, January 26, 2022, and again on July 26, 2023. The interview was designed to further inform TCRPC of the opportunities and challenges related to the US-1/Federal Highway Street Tree Master Plan. Interviewees included members of:

- UF/IFAS Master Gardeners
- Garden Club of Stuart
- Florida Native Plant Society
- Downtown Business Association
- Stuart Main Street

Challenges identified included overhead utility lines and height clearances, diseases such as lethal bronzing affecting many palm species. General support for the program goals was broadly shared.

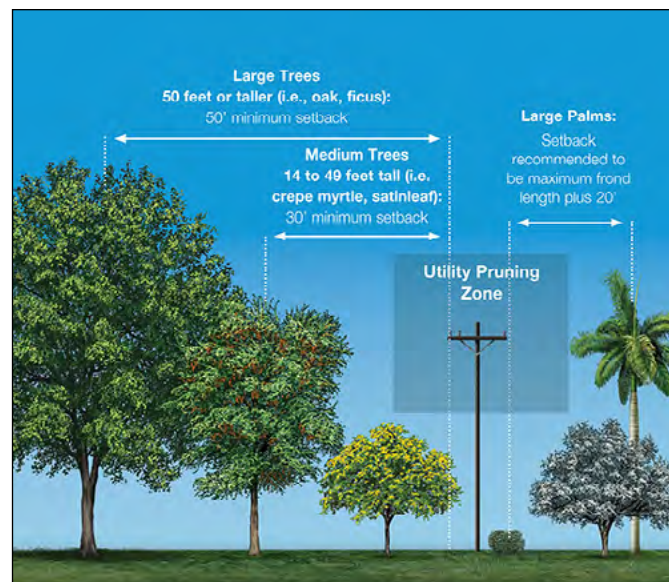


Figure 12 the image above is of FPL Right Tree, Right Place guidance. There are significant utility poles on the west side of the US-1/Federal Highway which have to be considered.



Figure 13 The image above shows palms effected by lethal bronzing. Lethal bronzing (LB) disease was discovered in Florida in 2006 and is caused by a phytoplasma—a type of bacteria that lacks a cell wall and cannot be cultured with artificial media.

STREET TREE OPPORTUNITY PLAN FOR STUDY AREA

To implement the goals outlined, the US-1/Federal Highway Master Plan was developed. The full implementation plan is included in [Appendix A](#). The Master Plan considers the existing conditions, users, and ownership patterns. All existing structures remain and minimal impacts to existing parking or hardscape are illustrated. Where significant sidewalk deficiencies occur, sidewalk interventions is recommended. The Master Plan is intended to be flexible to business needs and modifications may be necessary.

The plan follows the following principles:

- A preference for shade trees, 30 feet on-center whenever allowed by overhead utilities, adjacent uses, and soil volume.
- Palms and understory trees are specified when limited by overhead utilities, adjacent uses, and soil volume and are spaced 20 feet on-center.
- Trees and palms to be planted no further than 20 feet perpendicular from the sidewalk.
- A limited quantity of tree and palm species are specified to strengthen the visual impact along the large corridor. More information on the species identified can be found in Chapter II [Street Tree Cut Sheets](#).

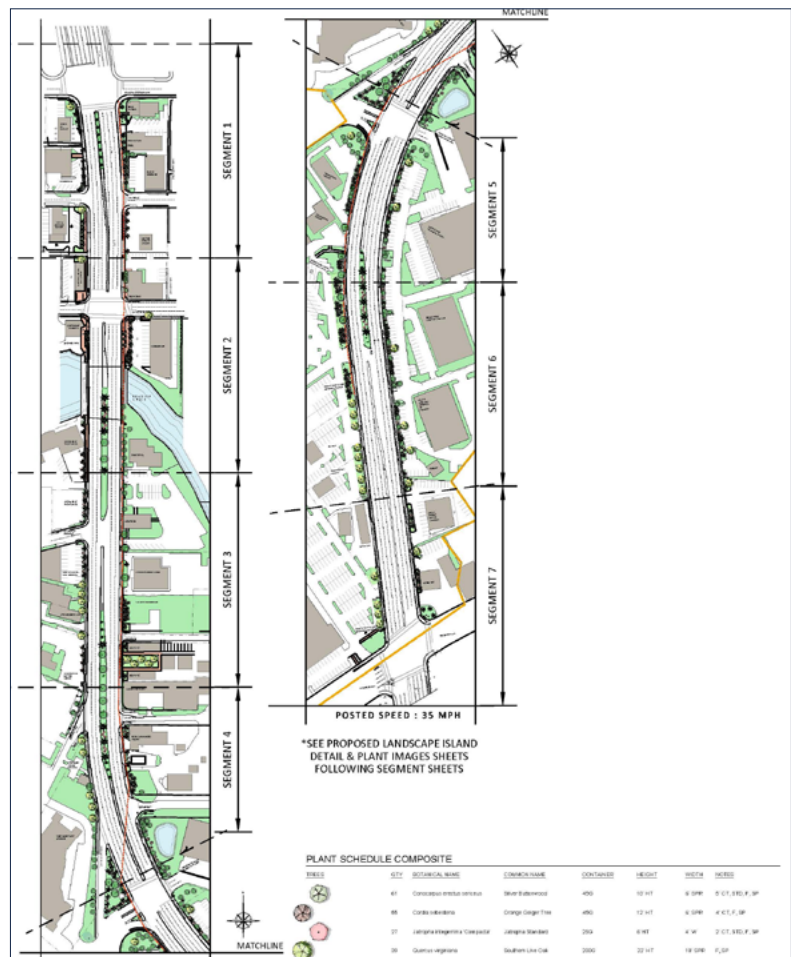


Figure 14 The image to the right is the key to the Federal Highway Street Tree Master Plan found in Appendix A.

RECOMMENDED UPDATES TO LAND DEVELOPMENT CODE

STREETSCAPE STANDARDS

Investment and efforts by the City will be diminished if the Land Development Code (LDC) is not updated to reflect desired expectations for redevelopment. This is particularly important for properties which are zoned Business-2 along the corridor where the setback treatment is less defined. Included in [Appendix B](#) is draft recommended language to define the setback expectations for future development.

The goal is to maintain tree investment by the City and provide a shared-use path or a wide sidewalk. A shared-use path or a wider sidewalk includes a bike facility which is significant since bike facilities do not exist today. The LDC includes flexibility in compliance between residential and different types of commercial uses and the necessary transitions from existing development to new development that may be necessary with long term implementation. Below are images of Broward Boulevard taken in 2011 to 2019 show a similar busy corridor where shaded trees, and a wide shared-use path has been implemented overtime.

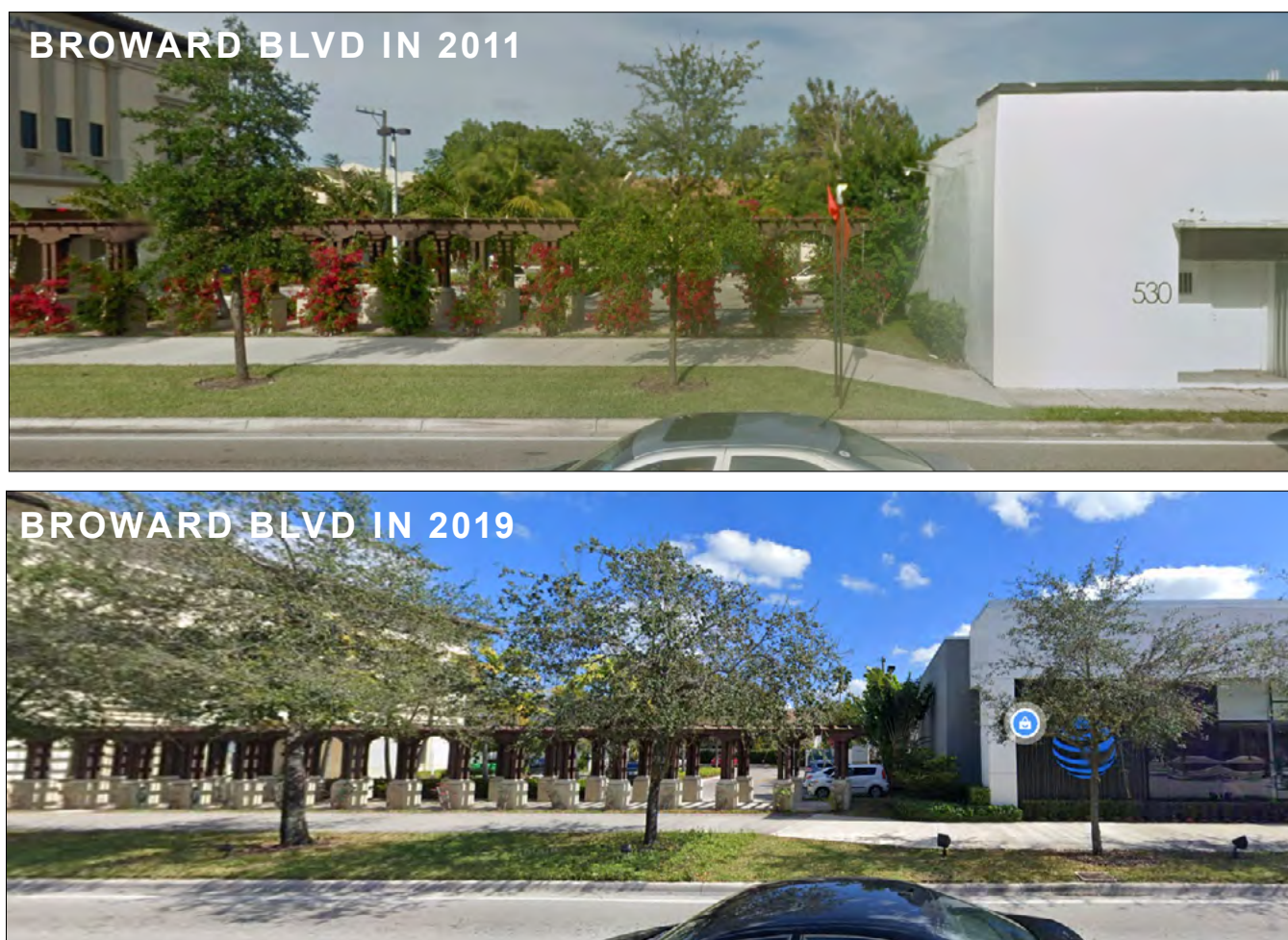


Figure 15 The images above are taken from Google Earth and show the change to the sidewalk conditions on Broward Blvd from 2011 to 2019 where front setback standards have been implemented.

LANDSCAPE CODE UPDATE

The City's landscape code was last updated in 2002. Since that time, the City has seen development under the landscape code, and there may be lessons learned and opportunities to improve the code and incorporated new practices. Adding more, popular native shade trees to the table found in Sec. 6.04.02 such as the *Bursera simaruba* or the Gumbo Limbo may give applicants more options and promote drought tolerate, native shade trees. A greater emphasis on shade trees at sidewalks may be another area for consideration. One of the new practices incorporated into codes across the state since 2002, is low-impact development (LID) practices and green stormwater infrastructure (GSI).

The LID refers to systems and practices that use or mimic natural processes that result in the infiltration, evapotranspiration, or use of stormwater in order to protect water quality. GSI can be used to supplement or replace traditional gray stormwater infrastructure for managing the impacts of rain in urban areas. GSI reduces pollution and treats stormwater by retaining rainfall near its source instead of directing it to a centralized pond or treatment system. Helpful links can be found below.



FDOT RESURFACING PROJECT

FDOT FM #446110-1

C4 CONTEXT CLASSIFICATION

For context, it is important to note that the US-1/Federal Highway Street Tree Master Plan area coincides with the Resurfacing Project of State Road (SR) 5/US 1 from SE Contractors Way to North Jensen Beach Boulevard. Information on the Resurfacing Project is included below:

Project Limits: Winter 2023
Start Date: Summer 2023
Completion Date: Winter 2024

Scope of Work:

- Repave the existing travel lanes with the exception from SW Joan Jefferson Way to NW Wright Boulevard
- Construct sidewalks where feasible to fill in missing gaps
- Install new pavement markings
- Upgrade pedestrian pushbutton detectors at signalized intersections
- Upgrade lighting at signalized intersections
- Minor drainage improvements

STREET TREE CUT SHEETS

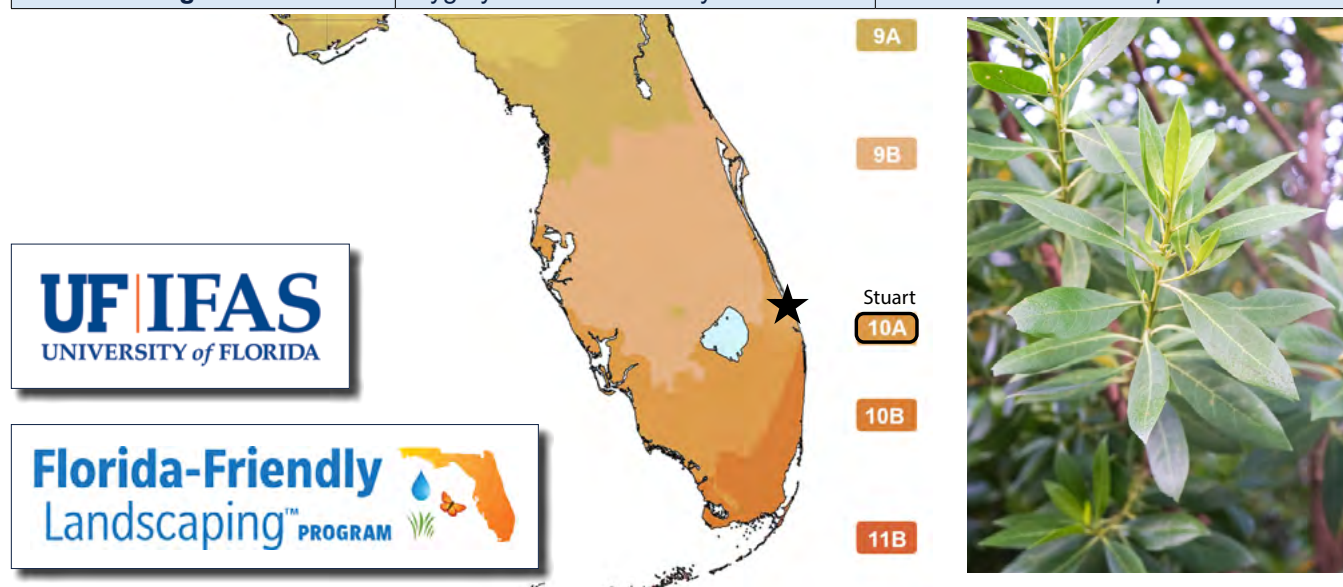
Street Tree Cut Sheets are provided as a quick reference guide for the species included in the *US-1/Federal Highway Street Tree Master Plan & Program*. There are six different types of plantings recommended as part of the program:

- A *Corridor Canopy Tree* to be used whenever allowed by vertical clearances.
- A *Under Utility Line Corridor Tree* to be used whenever a canopy tree is restricted by overhead lines.
- A *Median Flowering Tree* to be used in the median between existing oaks and gateway palms.
- A *Corridor Palm* to be used where soil dimensions do not allow for a tree placement or adjacent use is prohibitive. This type of planting would only be eligible as part of an existing condition and not with new construction or substantial renovation.
- A *Median Gateway Palm* to be used within medians to announce the downtown with height and is consistent with existing downtown median palms.
- A *Median Frangible Palm* to be used within medians that do not provide adequate dimensions as specified in the FDOT standards for non-frangible elements such as a median that is less than eight feet.

Information included in the following *Street Tree Cut Sheets* is provided courtesy of the Florida Friendly Plant List Database and resources from the UF/IFAS Extension. Follow links to their websites for more information.

US-1/FEDERAL HIGHWAY CORRIDOR: PLANT SELECTIONS

Corridor Canopy Tree	Southern Live Oak	<i>Quercus virginiana</i>
Under Utility Line Corridor Tree	Silver Buttonwood	<i>Conocarpus erectus var. sericeus</i>
	Pigeon Plum	<i>Coccoloba diversifolia</i>
Median Flowering Tree	Purple Trumpet Tree	<i>Tabebuia impetiginosa</i>
Corridor Palm	Foxtail Palm	<i>Wodyetia bifurcata</i>
Median Gateway Palm	Royal Palm	<i>Roystonea regia</i>
Median Frangible Palm	'Pygmy' Date Rubicola Hybrid	<i>Phoenix roebelenii x rupicola</i>





SOUTHERN LIVE OAK

QUERCUS VIRGINIANA

CORRIDOR CANOPY TREE



ATTRIBUTES

- Grows rapidly when young. Can live for centuries. Adapts to almost any type of soil. Tolerates salt spray and compacted soil.
- Works well as a street tree. Has superior wind resistance. Assumes a dwarf form on drier sites.
- Grows in a rounded shape. A live oak tree is a moderate grower, it needs full sun and room to spread its wings, as well as a well-drained planting location. Oaks are cold hardy, and fine in any Florida planting zone.
- Trimming is unnecessary for a young live oak tree but watering is critical. These trees must have regular irrigation to grow strong root systems that will support this large tree.
- Clear zone from sidewalks of 10 feet or more so roots don't cause problems. Avoid placing near other big trees that will shade it.



QUERCUS VIRGINIANA

	Native or Florida Friendly	Yes, both
	Zone	Zone 7-10
	Height and Canopy	Height: 40–80' Spread: 60–100'
	Growth Rate	Medium rate, with height increases of 13–24" per year
	Drought Tolerant	Has some flood and drought tolerance
	Soil preference & Maintenance	Very adaptable—growing in most soils
	Flowering/Fruiting	Produces green acorns
	Fruit/Leaf Litter	Some leaf litter with new growth
	Wildlife Value	Acorns provide food for many birds and mammals





PIGEON PLUM

COCCOLOBA DIVERSIFOLIA

UNDER UTILITY LINE CORRIDOR TREE



ATTRIBUTES

It is a Florida native with a nice shape and attractive exfoliating bark. Pigeon Plum also appears on most city-approved tree lists. The Pigeon Plum is very similar in appearance to its Sea Plum and Sea Grape relatives.

- Does well in full sun or part shade. Moderately fast growing in part shade, but In full sun, this plant is thought to be fast growing.
- creating a nice natural habitat for indigenous wildlife. It only drops for 2 months out of the year.
- No need for irrigation after becoming established. It gets a dense and compact canopy.
- This tree is both drought and salt tolerant. High wind tolerance makes this a hurricane resistant tree.



PIGEON PLUM COCCOLOBA DIVERSIFOLIA

	Native or Florida Friendly	Yes, both
	Zone	Zone 10-11
	Height and Canopy	Height of 15-25' and a spread of 20-35' at maturity
	Growth Rate	Medium rate, with height increases of 12-36" per year
	Drought Tolerant	High drought tolerance
	Soil preference & Maintenance	Moist well-drained soils
	Flowering/Fruiting	Producing year-round flowers/fruiting only once a year
	Fruit/Leaf Litter	Dropping fruit only two months out of the year
	Wildlife Value	Attracts birds





SILVER BUTTONWOOD

CONOCARPUS ERECTUS VAR. SERICEUS

UNDER UTILITY LINE CORRIDOR TREE



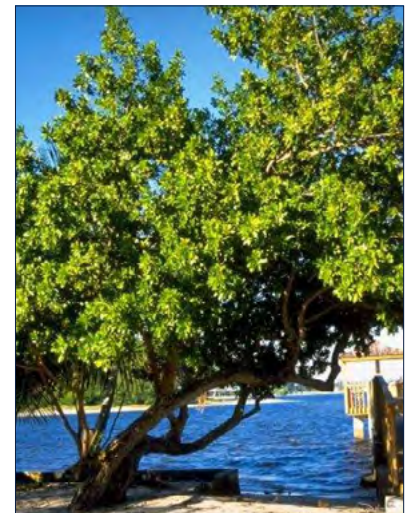
ATTRIBUTES

- Silver Buttonwood is often seen as a small, somewhat asymmetrical shrub but is ideal for use as a screen, clipped hedge, or specimen planting. Due to the attractive bark and soft foliage, a multi-stemmed specimen can make a nice patio or street tree. Will often take on a picturesque, contorted appearance when exposed to constant seashore winds, creating an attractive specimen. The crown is more symmetrical 1/2 mile or more from the coast or on the inland side of a tall ocean-front building.
- A Florida native, silver buttonwood is ideal for seaside plantings as it is highly tolerant of full sun, sandy soils, and salty conditions. It withstands the rigors of urban conditions very well and makes a durable street or parking lot tree. Due to its small size, plant on 15-foot centers to form a closed canopy along a street. Purchase single-trunked trees for street and parking lot planting.



CONOCARPUS ERECTUS VAR. SERICEUS

	Native or Florida Friendly	Yes, both
	Zone	10 to 11
	Height and Canopy	Spread: 15 to 20 feet Height: 5 to 50 feet
	Growth Rate	Moderate
	Drought Tolerant	Yes
	Soil preference & Maintenance	Very adaptable—Well Drained, Slightly Acid to Alkaline (6.0-8.0)
	Flowering/Fruiting	White spring flowers
	Fruit/Leaf Litter	Brown, red fruit
	Wildlife Value	Attracts birds





PURPLE TRUMPET TREE

TABEBUIA IMPETIGINOSA

MEDIAN
FLOWERING TREE



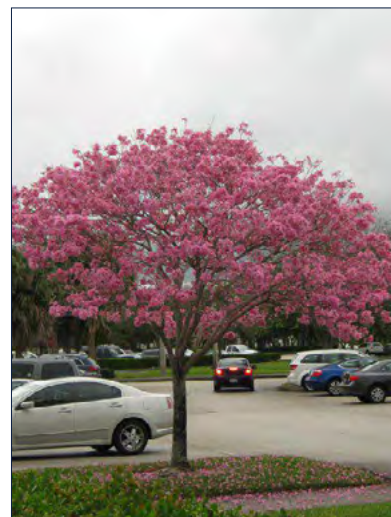
ATTRIBUTES

- Also known as a Purple Tabebuia, this small tree blooms showy, pinkish-purple, spring flowers in the spring.
- It has moderate wind resistance.
- No pests or diseases are of major concern although they can get leaf spot,
- Trees will have a better form if trained to a single trunk and staked until they are six to eight feet tall, at which time they can be allowed to grow naturally.
- Branching is often sparse allowing turf and other sun loving plants to grow beneath the canopy.
- Its common uses include tree lawn, highway median, deck or patio or even a container or planter tree.



TABEBUIA IMPETIGINOSA

	Native or Florida Friendly	Florida Friendly
	Zone	9a to 11
	Height and Canopy	Spread: 10 to 15 feet Height: 12 to 18 feet
	Growth Rate	Moderate
	Drought Tolerant	High
	Soil preference & Maintenance	Any texture, well drained, tolerates any soil pH (4.5-8.0)
	Flowering/Fruiting	Purple Flower in March, April and May
	Fruit/Leaf Litter	Deciduous
	Wildlife Value	Moderate



**FOXTAIL PALM***WODYETIA BIFURCATA***ATTRIBUTES**

- The common name is in reference to the fronds' appearance, which some people think resemble the bushy tail of a fox.
- Pale green, arching fronds with leaflets radiating from leaf stem, giving appearance of bottlebrush or foxtail; white, spring flowers; colorful clusters of red to orange/red fruit.
- Need to be fertilized 3-4 times a year.
- It survives best where temperatures do not fall below 30°F.
- The foxtail palm can reach heights of 30 feet, growing fast in full sun, but the plant is tolerant of both sunny and shady conditions.
- Foxtail palm prefers a well-drained soil with a slightly acidic pH. This palm is drought tolerant, but it exhibits the best growth when ample water is applied at its base.

**WODYETIA BIFURCATA**

	Native or Florida Friendly	Florida Friendly
	Zone	10 to 11
	Height and Canopy	Height: 20-30' Spread: 8'-20'
	Growth Rate	Slow
	Drought Tolerant	Medium
	Soil preference & Maintenance	Sandy, well-draining soil
	Flowering/Fruiting	No
	Fruit/Leaf Litter	Evergreen, white flower
	Wildlife Value	Moderate





ROYAL PALM

ROYSTONEA REGIA

MEDIAN GATEWAY PALM



ATTRIBUTES

- Royal palms are tall, smooth, cement gray trunk with a broad, dense crown of soft, gently drooping, feathery fronds; fragrant.
- They are commonly used in urban buffers and medians since they have been successfully grown in urban areas where air pollution, poor drainage, compacted soil, and drought are common. They also have high wind resistance.
- Royal palms are considered self-cleaning: naturally dying old leaves will cleanly drop off by themselves, at a rate of about one leaf per month.
- Royal palms have few serious insect pests and Compared to other palm species are relatively disease resistant. Ganoderma butt rot is the most serious problem on Royal Palms. It kills trees which it infects. The disease often enters the trunk through injuries on the lower trunk and roots.



ROYSTONEA REGIA

	Native or Florida Friendly	Native & Florida Friendly
	Zone	10 to 11
	Height and Canopy	Spread: 15 to 25 feet Height: 50 to 80 feet
	Growth Rate	Moderate
	Drought Tolerant	Medium
	Soil preference & Maintenance	Any Texture, Well Drained to Medium Drained, Acid to Slightly Alkaline
	Flowering/Fruiting	White, yellow summer flowers
	Fruit/Leaf Litter	Black fruit
	Wildlife Value	Moderate





PYGMY DATE RUBICOLA HYBRID

PHOENIX ROEBLENII X RUPICOLA

MEDIAN
FRANGIBLE PALM



ATTRIBUTES

- The pygmy date palm is one of the most popular small landscape palms in Florida. It is single-stemmed, but is often grown in clumps of 2–4 closely spaced individuals which, when older, give the impression of a multi-stemmed palm
- The feather-shaped (pinnate) leaves have slender petioles and basal leaflets that are modified into sharp 2–3 inch long spines. The slender, often crooked trunk varies in diameter from 3–6 inches and is covered with distinctive peg-like leaf bases.
- Older specimens will have a large mass of aerial root initials at the base of the trunk. Cream-colored male and female flowers are found on separate trees (dioecious) in the spring that are followed by small elongated reddish-brown fruits that turn black upon ripening.



PHOENIX ROEBLENII X RUPICOLA

	Native or Florida Friendly	Florida Friendly
	Zone	8a to 11
	Height and Canopy	Height: 6' - 12' Spread: 6' - 15'
	Growth Rate	Moderate
	Drought Tolerant	Yes
	Soil preference & Maintenance	Well-draining to sandy soil that is neutral to slightly alkaline
	Flowering/Fruiting	Yellow, summer flowers
	Fruit/Leaf Litter	Orange fruit
	Wildlife Value	Provides food for wildlife



RECOMMENDED ACTIONS

The table below outlines the recommended actions and the responsible or coordinating entities for those actions. In addition to the implementation of the US-1/Federal Highway Master Plan & Program, a comprehensive approach which includes a commitment to tree maintenance and canopy goals is recommended.

The commitment includes reaffirming the status as a Tree City USA and updating aspects of the Land Development Code. There are recommendations included in [Appendix B](#) for the streetscape standards to be added to the existing street-based setbacks on US-1/Federal Highway. Also listed is an update of the existing Landscape Code. An update to the Landscape Code is an opportunity to incorporate low-impact development practices, additional native trees species, and lessons learned from built projects since the landscape code was update in 2002.

The U.S. Forest Service in the [Urban Forest Toolkit](#) outlines general recommendations for improving tree canopy through policy and implementation and is an excellent resource.

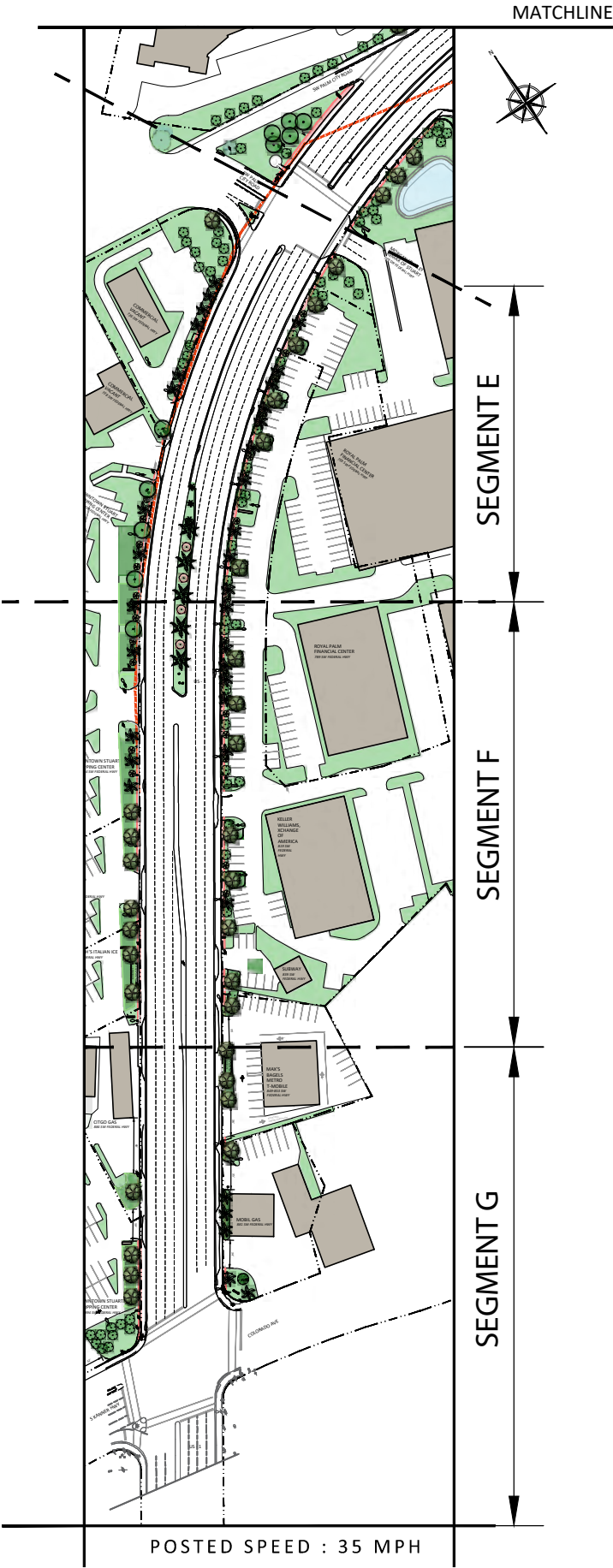
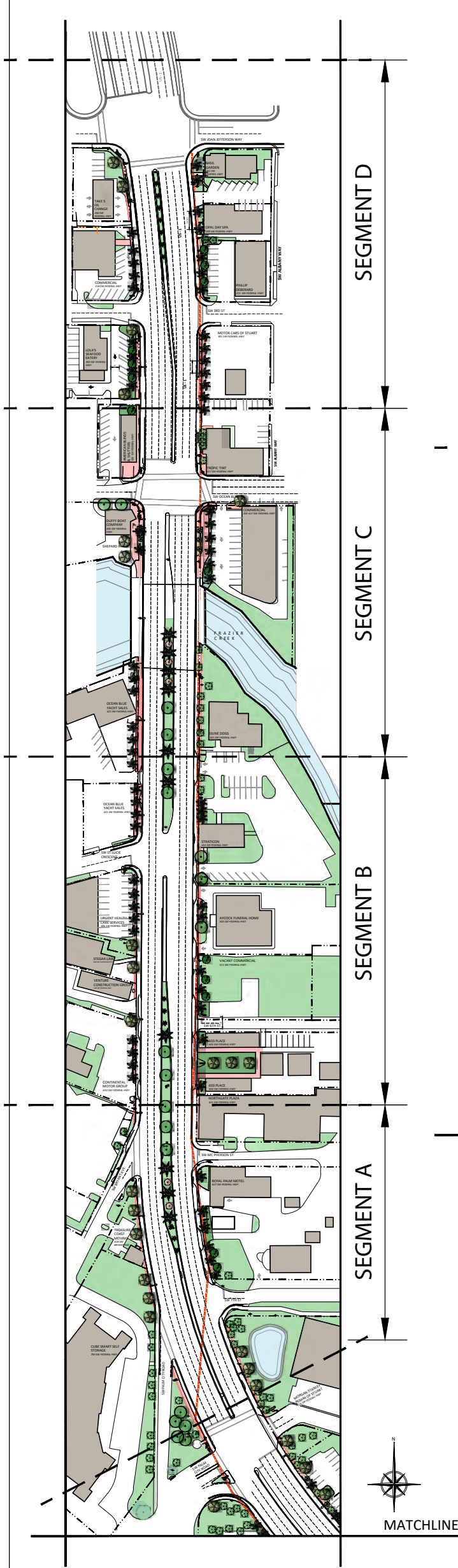
	<i>PRIORITIZED ACTION ITEMS</i>	<i>ENTITIES</i>	<i>TIME FRAME</i>
A	Re-establish as a Tree City USA	City of Stuart, Arbor Day Foundation	6 months
B	Update Land Development Code with Streetscape Standards at US-1/Federal Highway	City of Stuart	6 months
C	Adopt the US-1/Federal Highway Street Tree Master Plan	City of Stuart	6 months
D	Implement the US-1/Federal Highway Master Plan	Property Owners, City of Stuart, FDOT, Martin MPO	24 months+
	Host Open House & Outreach with Property Owners		
	Develop permit plans with Applicants		
	Bidding & Construction		
E	Additional Median Landscaping on US-1/Federal Highway	City of Stuart, FDOT, Martin MPO	24 months+
F	Review & Update City of Stuart Landscape Code	City of Stuart	Initiate within 12 months
G	Establish a Tree Inventory or Urban Tree Canopy Assessment	City of Stuart	12 months & ongoing
H	Nominate Florida Champion Trees on City Owned-Properties	City of Stuart, Urban Forestry Program at Florida Department of Agriculture & Consumer Services	12 months & ongoing

FUNDING SOURCES

There are two primary public agency funding sources for tree planting projects. These include the U.S. Forest Service in partnership with the Florida Urban and Community Forestry and the Florida Department of Transportation (FDOT). There are also corporate grant opportunities through nonprofit agencies like the Arbor Day Foundation. Each funding source is described briefly below. For more information follow the hyperlinks to the agencies' websites.

	<i>POTENTIAL FUNDING SOURCES</i>	<i>DESCRIPTION</i>
	Florida Urban & Community Forestry Grants as part of the U.S. Forest Service Urban & Community Forestry Matching Grant Program	There are four grant categories offered: •Public Tree Inventory or Urban Tree Canopy Assessment •Urban Forest Management Planning •Urban Forestry Information and Education •Managing Community Forests Grant Program
	Florida Department of Transportation FDOT Beautification Grant District Four Landscape Contacts Consider application late in 2024 as part of fiscal year 2024 when other FDOT work in study area is complete.	It is available to State of Florida local governmental entities interested in providing landscaping and irrigation along State transportation facilities. Landscape projects funded by the Beautification Grant are typically used on FDOT Right-of-Ways but can in some instances extend onto publicly owned property that is contiguous to and visible from the Department's right of way.
	Arbor Day Foundation TD Green Space Grant Information	TD Green Space Grants support green infrastructure development, tree planting, forestry stewardship, and community green space expansion as a way to advance environmental and economic benefits toward a low-carbon economy. Through the program, municipalities are eligible to receive \$20,000 grants in support of local forestry projects in areas of great need within a community.
	Community Redevelopment Agency	CRA funds can be used as match funding for grants programs, design, planning, and implementation.
	Environmental Protection Agency Green Infrastructure Funding Opportunities	There may be ways to incorporate tree planting and low impact development goals simultaneously. In that case, other grant opportunities from EPA and FDEP may be possible funding or loan sources.
	Florida Department of Environmental Protection	•Federal 319(h) Grant & Nonpoint Source Funds •Resilient Florida Grants

APPENDIX A
US-1/FEDERAL HIGHWAY
STREET TREE MASTER PLAN



*SEE PROPOSED LANDSCAPE ISLAND
DETAIL & PLANT IMAGES SHEETS
FOLLOWING SEGMENT SHEETS

PLANT SCHEDULE TOTAL

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES
	16	Coccoloba diversifolia	Pigeon Plum	45G	12' HT	6' W	5' CT, SP
	30	Conocarpus erectus sericeus	Silver Buttonwood	45G	10' HT	6' SPR	5' CT, STD, F, SP
	30	Tabebuia impetiginosa	Purple Trumpet Tree	25G	6' HT	4' W	2' CT, STD, F, SP
	46	Quercus virginiana	Southern Live Oak	200G	22' HT	18' SPR	F, SP
EXISTING TREES TO REMAIN	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES
	20	Canopy Tree	Canopy Tree	Existing to Remain			
	95	Palm	Palm	Existing to Remain			
PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES
	15	Roystonea regia	Royal Palm	FG	18' CT		CERT, DC, STRAIGHT, SP
	16	Phoenix roebelenii x rupicola	Pygmy Date Rupicola Hybrid	FG	8' CT		FH, SP
	109	Wodyetia bifurcata	Foxtail Palm	FG	8' GW, 18' OA		FH, SP

- Notes:
- Silver Buttonwoods can be replaced by the Pigeon Plums as an alternative where desired.
 - Proper maintenance is necessary to mitigate any hazards from palm frond droppage.
 - Final tree or palm placement shall be coordinated with all utilities, utility easements, and located with Sunshine 811 and FPL's Right Tree, Right Place guidelines.

US-1 Federal Highway Street Tree Master Plan
Stuart, Florida

LEGEND

EXIST. SIGN/POST
EXIST. LIGHT POLE
EXIST. UTILITY POLE
EXIST. SIGNAL POLE
EXIST. SIGNAL BOX
PED. SIGNAL
EXIST. FIRE HYDRANT
EXIST. INLET

EXIST. POND OR WATERWAY
EXIST. BUILDING FOOTPRINT
EXIST. PERVIOUS LAWN/LANDSCAPE
NEW PERVIOUS LAWN/ LANDSCAPE
NEW SIDEWALK

PLANT SCHEDULE SEGMENT B

TREES	QTY	BOTANICAL NAME
	1	Coccoloba diversifolia
	4	Conocarpus erectus sericeus
	3	Tabebuia impetiginosa
	1	Quercus virginiana
EXISTING TREES TO REMAIN	QTY	BOTANICAL NAME
	2	Canopy Tree
	13	Palm
PALM TREES	QTY	BOTANICAL NAME
	5	Roystonea regia
	14	Wodyetia bifurcata

SEGMENT B

- RECONFIGURED PARKING FOR WIDER SIDEWALK & TREES
- INFILL EXISTING TREES WITH ADDITIONAL PALMS TO ADD VISUAL HEIGHT TO MEDIANS
- SEE DETAIL FOR TREES INSTALLED IN HARDSCAPE

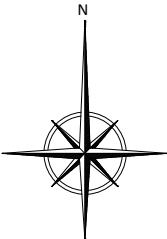
Note, final tree or palm placement shall be coordinated with all utilities, utility easements, and located with Sunshine 811 and FPL's Right Tree, Right Place guidelines.

In Coordination with:

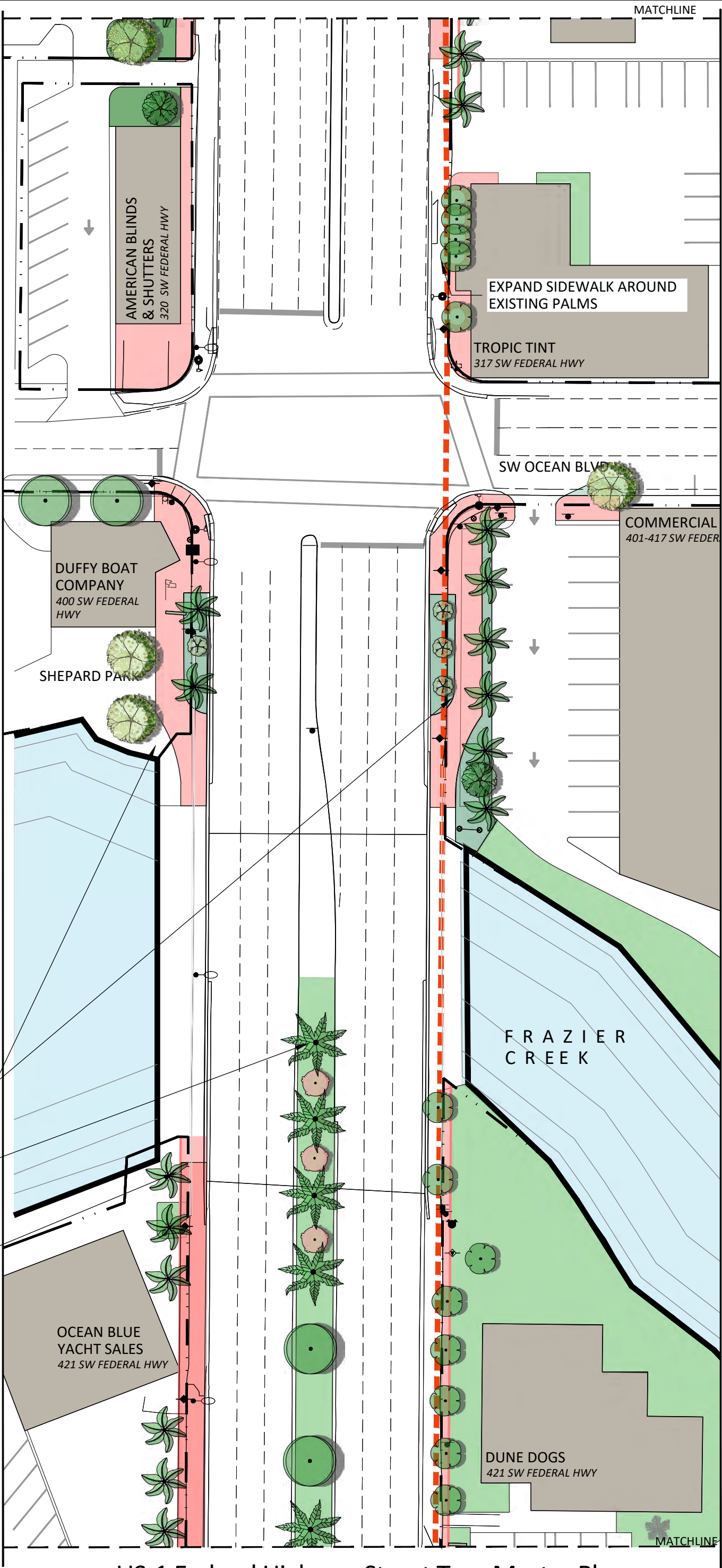
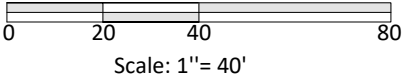
lucido & associates

701 E Ocean Blvd., Stuart, Florida 34994

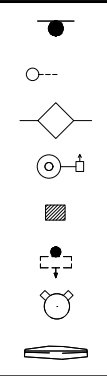
(772) 220-2100



US-1 Federal Highway Street Tree Master Plan
Stuart, Florida



LEGEND



EXIST. SIGN/POST

EXIST. LIGHT POLE

EXIST. UTILITY POLE

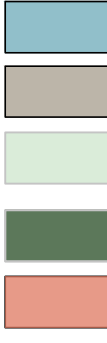
EXIST. SIGNAL POLE

EXIST. SIGNAL BOX

PED. SIGNAL

EXIST. FIRE HYDRANT

EXIST. INLET



EXIST. POND OR WATERWAY

EXIST. BUILDING FOOTPRINT

EXIST. PERVIOUS LAWN/LANDSCAPE

NEW PERVIOUS LAWN/ LANDSCAPE

NEW SIDEWALK

PLANT SCHEDULE SEGMENT C

TREES	QTY	BOTANICAL NAME
	3	Coccoloba diversifolia
	1	Tabebuia impetiginosa
	6	Quercus virginiana
EXISTING TREES TO REMAIN		
	6	Canopy Tree
	3	Palm
PALM TREES		
	2	Roystonea regia
	3	Phoenix roebelenii x rupicola
	24	Wodyetia bifurcata

SEGMENT C

INFILL EXISTING TREES WITH ADDITIONAL PALMS TO ADD VISUAL HEIGHT TO MEDIANS

SEE DETAIL FOR TREES INSTALLED IN HARDSCAPE

Note, final tree or palm placement shall be coordinated with all utilities, utility easements, and located with Sunshine 811 and FPL's Right Tree, Right Place guidelines.



In Coordination with:
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US-1 Federal Highway Street Tree Master Plan
Stuart, Florida

US-1/FEDERAL HIGHWAY STREET TREE MASTER PLAN & PROGRAM

26
Page 196 of 406

LEGEND

EXIST. SIGN/POST

EXIST. LIGHT POLE

EXIST. UTILITY POLE

EXIST. SIGNAL POLE

EXIST. SIGNAL BOX

PED. SIGNAL

EXIST. FIRE HYDRANT

EXIST. INLET

EXIST. POND OR WATERWAY

EXIST. BUILDING FOOTPRINT

EXIST. PERVIOUS LAWN/LANDSCAPE

NEW PERVIOUS LAWN/ LANDSCAPE

NEW SIDEWALK

PLANT SCHEDULE SEGMENT D

TREES	QTY	BOTANICAL NAME
	3	Coccoloba diversifolia
	2	Tabebuia impetiginosa
	9	Quercus virginiana
EXISTING TREES TO REMAIN	QTY	BOTANICAL NAME
	7	Canopy Tree
	27	Palm
PALM TREES	QTY	BOTANICAL NAME
	3	Roystonea regia
	3	Phoenix roebelenii x rup
	12	Wodyetia bifurcata

SEGMENT D

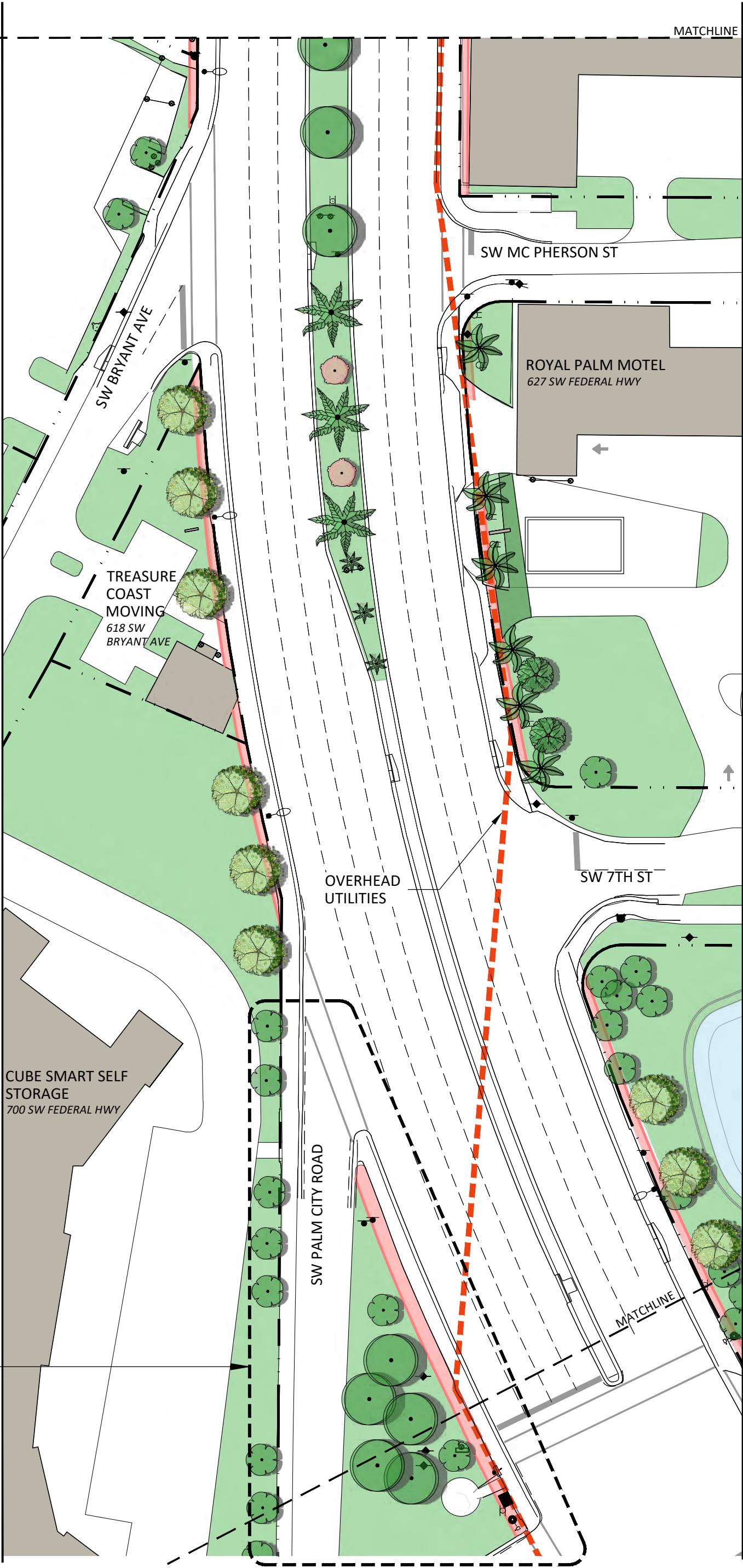
Note, construction plans for the intersection of the US-1 and SW Palm City Road shall be coordinated with MPO Feasibility Study recommendations and direction.

Note, final tree or palm placement shall be coordinated with all utilities, utility easements, and located with Sunshine 811 and FPL's Right Tree, Right Place guidelines.

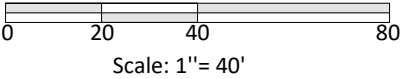
In Coordination
with:
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(772) 220-2100



US-1 Federal Highway Street Tree Master Plan
Stuart, Florida



Note, construction plans for the intersection of the US-1 and SW Palm City Road shall be coordinated with MPO Feasibility Study recommendations and direction.

LEGEND

EXIST. SIGN/POST

EXIST. LIGHT POLE

EXIST. UTILITY POLE

EXIST. SIGNAL POLE

EXIST. SIGNAL BOX

PED. SIGNAL

EXIST. FIRE HYDRANT

EXIST. INLET

EXIST. POND OR WATERWAY

EXIST. BUILDING FOOTPRINT

EXIST. PERVIOUS LAWN/LANDSCAPE

NEW PERVIOUS LAWN/ LANDSCAPE

NEW SIDEWALK

PLANT SCHEDULE SEGMENT E

TREES	QTY	BOTANICAL NAME
	10	Conocarpus erectus sericeus
	2	Tabebuia impetiginosa
	6	Quercus virginiana
EXISTING TREES TO REMAIN	QTY	BOTANICAL NAME
	4	Canopy Tree
	28	Palm
PALM TREES	QTY	BOTANICAL NAME
	2	Roystonea regia
	3	Phoenix roebelenii x rupicola
	18	Wodyetia bifurcata

SEGMENT E

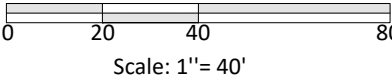
Note, final tree or palm placement shall be coordinated with all utilities, utility easements, and located with Sunshine 811 and FPL's Right Tree, Right Place guidelines.

In Coordination with:
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(772) 220-2100



US-1 Federal Highway Street Tree Master Plan
Stuart, Florida



LEGEND

EXIST. SIGN/POST

EXIST. LIGHT POLE

EXIST. UTILITY POLE

EXIST. SIGNAL POLE

EXIST. SIGNAL BOX

PED. SIGNAL

EXIST. FIRE HYDRANT

EXIST. INLET

EXIST. POND OR WATERWAY

EXIST. BUILDING FOOTPRINT

EXIST. PERVIOUS LAWN/LANDSCAPE

NEW PERVIOUS LAWN/ LANDSCAPE

NEW SIDEWALK

TREES	QTY	BOTANICAL NAME
	1	Coccoloba diversifolia
	16	Conocarpus erectus sericeus
	2	Tabebuia impetiginosa
	12	Quercus virginiana
EXISTING TREES TO REMAIN		
	1	Canopy Tree
	12	Palm
PALM TREES		
	2	Roystonea regia
	15	Wodyetia bifurcata

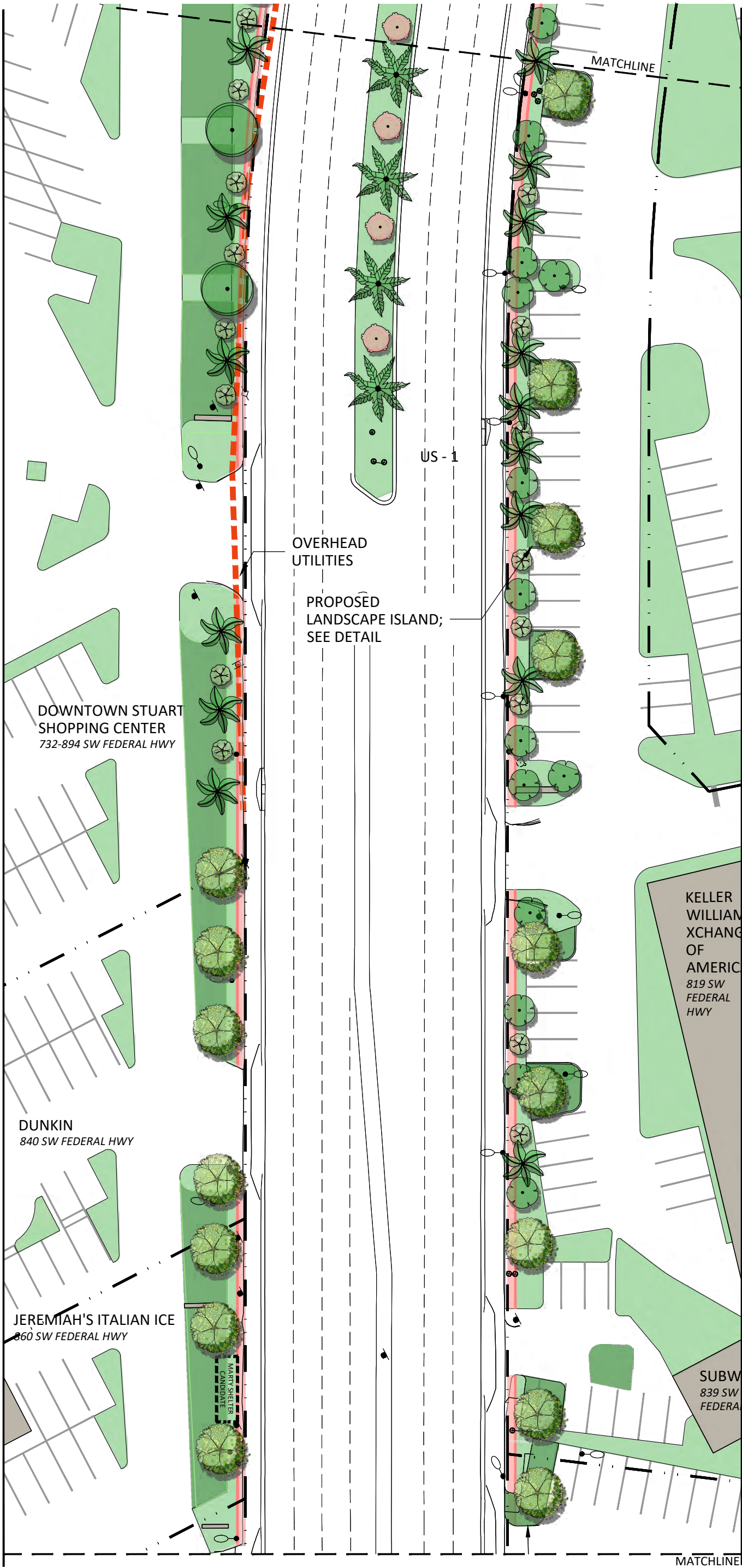
SEGMENT F

Note, final tree or palm placement shall be coordinated with all utilities, utility easements, and located with Sunshine 811 and FPL's Right Tree, Right Place guidelines.

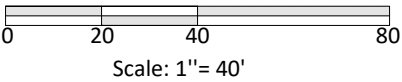
In Coordination with:

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US-1 Federal Highway Street Tree Master Plan
Stuart, Florida



LEGEND

EXIST. SIGN/POST

EXIST. LIGHT POLE

EXIST. UTILITY POLE

EXIST. SIGNAL POLE

EXIST. SIGNAL BOX

PED. SIGNAL

EXIST. FIRE HYDRANT

EXIST. INLET

EXIST. POND OR WATERWAY

EXIST. BUILDING FOOTPRINT

EXIST. PERVIOUS LAWN/LANDSCAPE

NEW PERVIOUS LAWN/ LANDSCAPE

NEW SIDEWALK

PLANT SCHEDULE SEGMENT G

TREES

1Coccoloba diversifolia

8Quercus virginiana

EXISTING TREES TO REMAIN

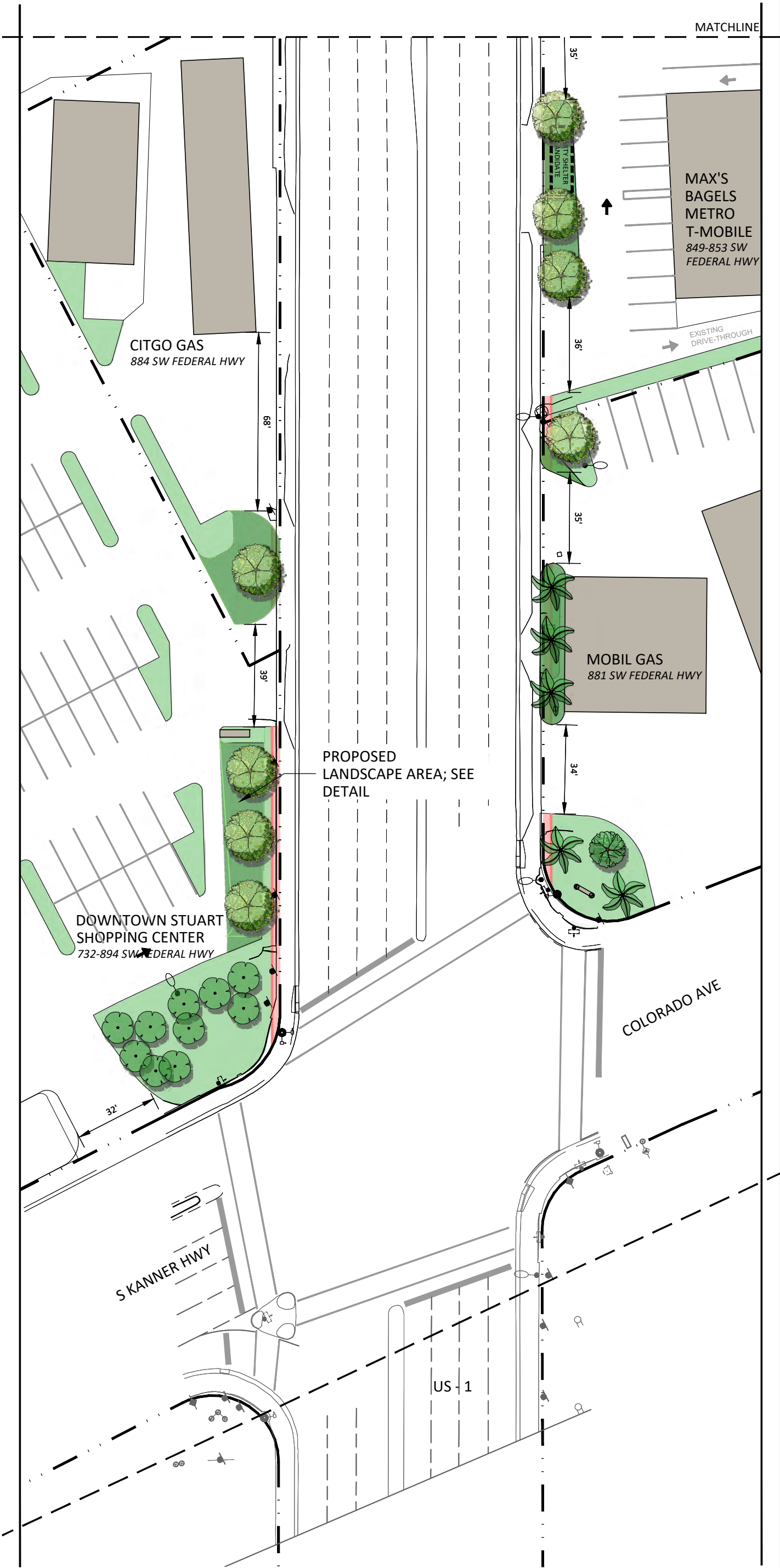
10Palm

PALM TREES

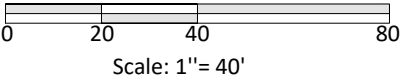
5Wodyetia bifurcata

TREES	QTY	BOTANICAL NAME
	1	Coccoloba diversifolia
	8	Quercus virginiana
EXISTING TREES TO REMAIN	QTY	BOTANICAL NAME
	10	Palm
PALM TREES	QTY	BOTANICAL NAME
	5	Wodyetia bifurcata

SEGMENT G



US-1 Federal Highway Street Tree Master Plan
Stuart, Florida



Note, construction plans for the intersection of US-1 and Kanner Highway hall be coordinated with MPO Priority Project #4462571 for a southbound right turn lane to northbound SR-5/US-1 with pedestrian enhancements.

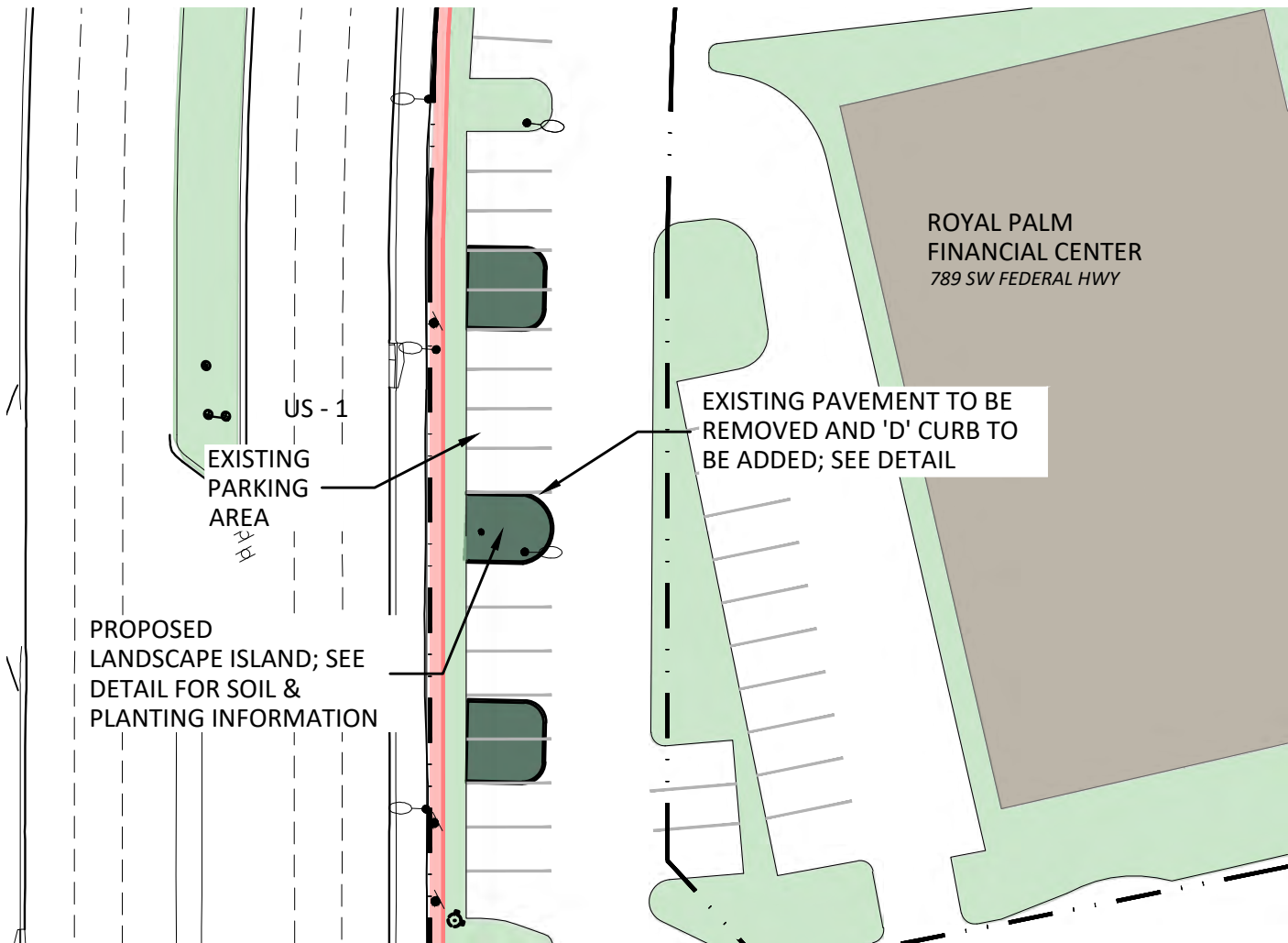
Note, final tree or palm placement shall be coordinated with all utilities, utility easements, and located with Sunshine 811 and FPL's Right Tree, Right Place guidelines.

In Coordination
with:

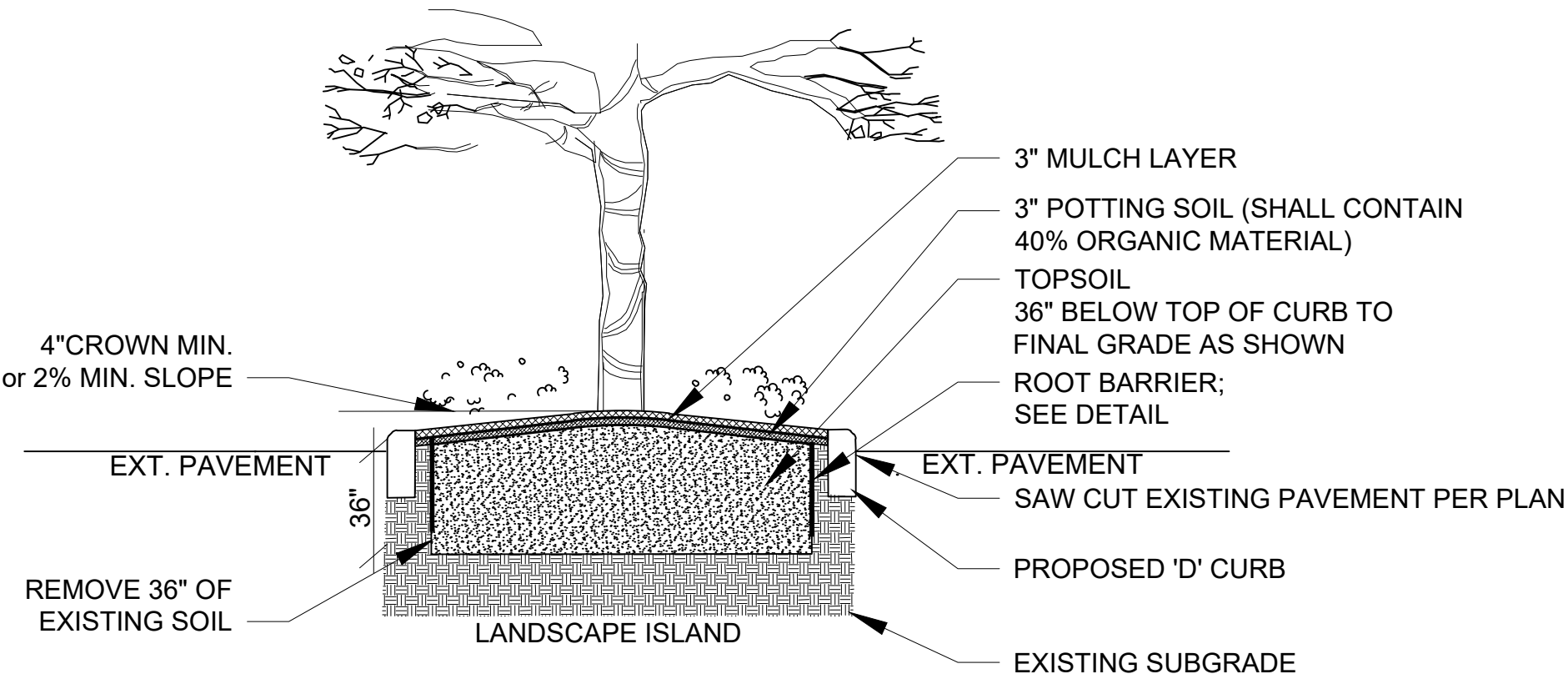
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TYPICAL PROPOSED LANDSCAPE ISLAND/AREA



PROPOSED LANDSCAPE AREA DETAIL
NOT TO SCALE

- *TOPSOIL SHALL BE NATURAL, FRIABLE, FINE LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOIL IN THE VICINITY OF THE PROJECT SITE THAT PRODUCES HEAVY GROWTH.
- TOPSOIL SHALL HAVE A PH RANGE OF 5.5-7.4, FREE FROM SUBSOIL, WEEDS, LITTER, SODS, CLAY, STONES, STUMPS, ROOTS, TRASH, HERBICIDES, TOXIC SUBSTANCES, OR ANY OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH, OR HINDER PLANTING OPERATIONS.
- TOPSOIL SHALL CONTAIN A MINIMUM OF 3% ORGANIC MATERIAL.
- TOPSOIL MUST PERCOLATE WATER AT A RATE OF 1" PER HOUR (SEE ALSO DRAINAGE TESTING DETAIL FOR TREES)
- LANDSCAPE AREA SOILS SHALL BE APPROVED BY LANDSCAPE ARCHITECT/OWNER PRIOR TO PLANTING

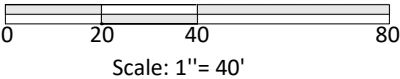
Street Tree Planting Program - US-1 Federal Highway Corridor
Full Intervention
Stuart, Florida



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(772) 220-2100

In Coordination
with:

lucido & associates

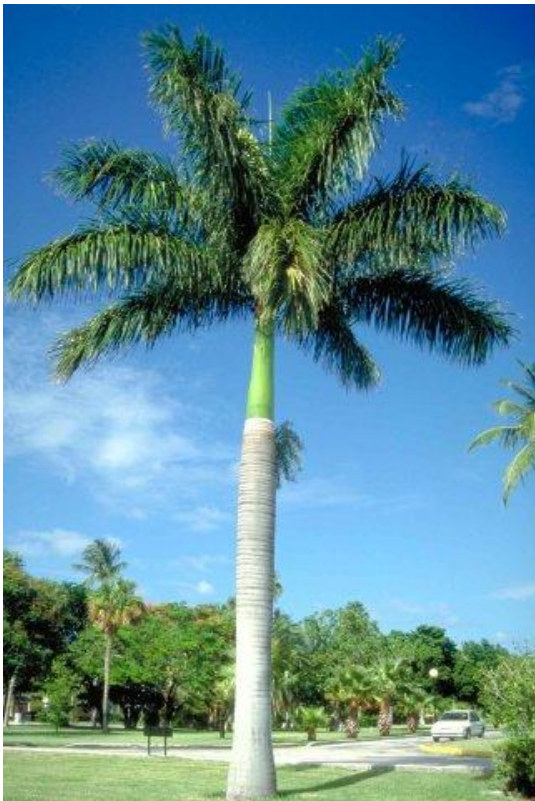




Wodyetia bifurcata;
Foxtail Palm



Phoenix roebelenii x rupicola;
Hybrid Pygmy Date Palm



Roystonea regia
Royal Palm



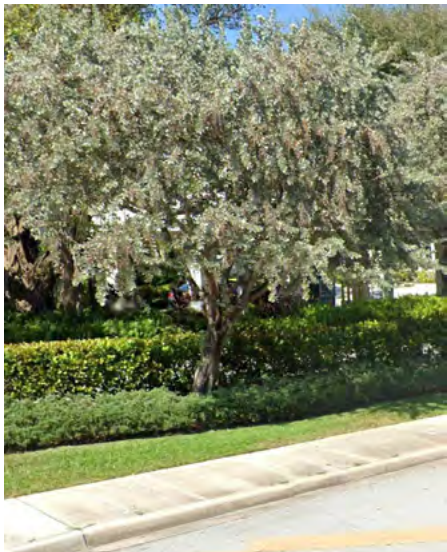
Quercus virginiana;
Live Oak



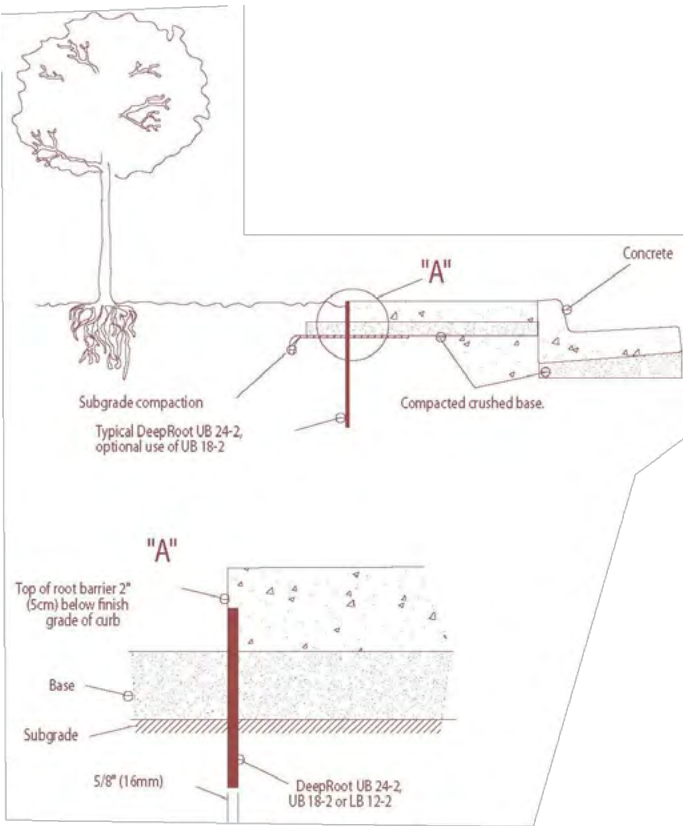
Coccoloba diversifolia;
Pigeon Plum



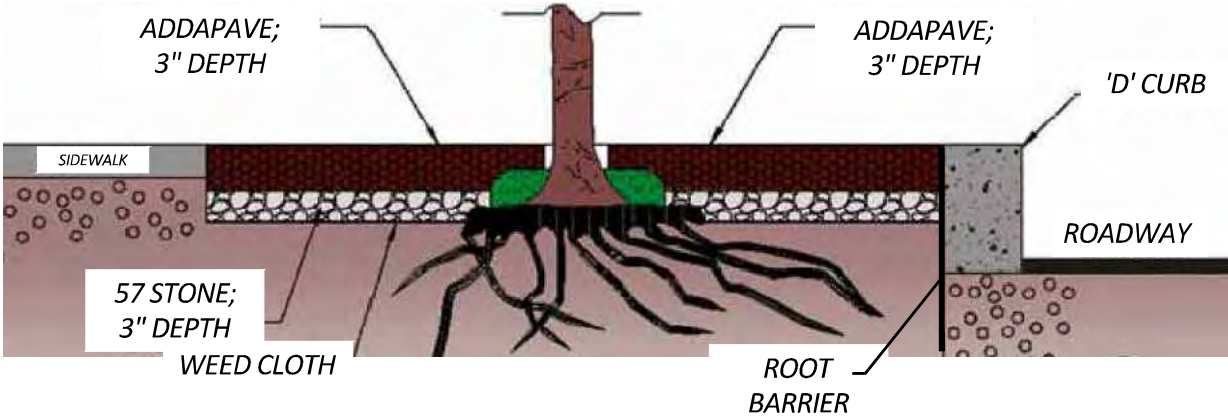
Tabebuia impetiginosa
Purple Trumpet Tree



Conocarpus erectus sericeus ;
Silver Buttonwood Tree



ROOT BARRIER DETAIL FOR PALM & TREES IN ALL LANDSCAPE AREAS



INSTALLATION DETAIL FOR PALM TREES IMMEDIATELY ADJACENT TO HARDSCAPE

CHAMELEON WAYS
ADDAPAVE; COLOR TBD;
INSTALL PER ABOVE &
PER MANUFACTURE'S
RECOMMENDATIONS

4'X4' TYP.

EXISTING OR PROPOSED
SIDEWALK



In Coordination
with:

Street Tree Planting Program - US-1 Federal Highway Corridor

Full Intervention
Stuart, Florida

APPENDIX B
LAND DEVELOPMENT CODE
RECOMMENDATIONS

Sec. 2.04.06. Supplemental building setbacks on certain streets.

The following specific setbacks and streetscape standards shall apply to the streets so designated in Figure 2.04-1, unless other provisions of this Code provide a greater setback. In cases where the above setbacks differ from those contained in Chapter II, Chapter III shall apply.

Figure 2.04-1:

Street	Side	From	To	Front Setback (ft)
<u>SE- Dixie</u>	West	<u>SE- (Eleventh) St.</u>	<u>SE Dixie Cut-off road Rd.</u>	10
<u>SW Palm City Ave.</u>	Both	<u>U.S.-1/SW- Federal Hwy.</u>	City Limits	50 (from centerline)
<u>SE- Ocean Blvd.</u>	Both	(sections East of CRA) <u>SE Palm Beach Road</u>		50 (from centerline)
<u>US-1 / SW Federal Hwy.</u>	<u>Both</u>	<u>SW Joan Jefferson Way</u>	<u>S Colorado Ave. / S Kanner Hwy.</u>	<u>15-40 Build-to-Zone</u>
<u>U-S- Hwy. #1/SW SE Federal Hwy.</u>	Both	<u>W. Ocean Blvd.-S Colorado Ave. / S Kanner Hwy.</u>	<u>SE Dixie Cutoff Rd. S. City Limits</u>	<u>20-40 Build-to-Zone (from right-of-way)</u>
<u>US-1 / SE Federal Hwy.</u>	<u>Both</u>	<u>SE Dixie Cutoff Rd.</u>	<u>South City Limits</u>	<u>20</u>

Note: The preceding table establishes applicable setbacks to streets so designated. Due to the level of specificity provided in chapter III, which applies to the Community Redevelopment Area (including the Urban District₂ and East Stuart District₂) and the S.E. Ocean Boulevard Overlay Zone, the setbacks which shall apply to certain parcels within those areas are not shown. In cases where the above setbacks differ from those contained in the chapter III, those contained in the chapter III shall apply. Refer to chapter III for a complete description of all building setbacks applicable to the CRA and S.E. Ocean Boulevard Overlay Zone.

Streetscape standards. Front setback areas shall be detailed to augment public right-of-way design, to establish shaded, continuous routes for pedestrians and cyclists, and to organize landscaping. The standards and regulations set forth below shall apply to all new development and substantial renovation.

- US-1/Federal Highway Streetscape from SW Joan Jefferson Way to SE Dixie Cutoff Rd.** A minimum streetscape area no less than 20 feet in width, measured from the back of curb, shall be provided. The streetscape area is a combination of public right of way and the required building setback. **Figure 2.04-2** illustrates possible means of meeting the streetscape standards. The streetscape area shall be organized as follows:

- Shared-use path or sidewalk.** A continuous 10' pedestrian and cycling path shall be provided. Any portion of the shared-use path or sidewalk within the front setback area shall be improved as an extension of the public sidewalk and shall match the public sidewalk in design and material, providing a seamless physical transition.

- b. **Shade trees & landscaping area.** Shade trees provide a shaded environment for pedestrians, improve stormwater management, reduce urban heat island effect, and improve the overall visual appearance of the street. Street trees shall be provided as follows:
- i. Shade trees shall be planted in accordance with the City of Stuart Landscape Code and shall be consistent with US-1/Federal Highway Street Tree Master Plan tree species.
 - ii. Planted uniformly spaced at a minimum of 30 feet on center within a minimum 10' wide landscape area. Spacing of trees may only exceed 30 feet to accommodate curb cuts, fire hydrants, utilities, existing canopy trees. Shade trees are encouraged to be planted to separate pedestrians from vehicular travel lanes.
 - iii. Shade trees and landscape areas may be planted with tree boxes or other low impact green infrastructure to maximize the stormwater benefit.
 - iv. Shade Trees shall be trimmed to provide minimum 8' clear height at sidewalks and 14' clear height at streets.
 - v. If site constraints such as existing utility easements, public infrastructure, or right-of-way constraints prevent the installation of required shade trees, the Development Director may approve an alternative organization of the streetscape elements. The building shall provide devices such as awnings or roof overhangs to establish a shaded pedestrian environment.
- c. **Building entrances.** The main entrance to every building shall be and face a public right-of-way or civic open space. The main entrance(s) to ground story commercial space(s) shall face a public right-of-way or civic open space. Doors allowing public access shall occur at intervals no greater than 150 feet per façade or side of building.
- d. **Frontage types.** Frontage Types define architectural characteristics for the detailing of building entrances. Frontage Types may be required as part of a Special Zoning Code areas. See Chapter III.
- e. **Dedication.** A voluntary dedication consistent with the approved US-1/Federal Highway Street Tree Program Res. 12-2023 CRA shall be submitted as part of a minor development plan application or amendment to an existing development order to participate in the program. The property owner may also be required to enter into a maintenance agreement requiring the property owner to be responsible for and maintain improvements made by the owner to meet the requirements of this section.
- f. **Parking Code Relief.** Relief from the Stuart Parking Code may be permitted when the streetscape standards are fully implemented as part of a substantial renovation or a minor development plan application. The required on-site parking may be reduced by 10% or by the existing parking spaces removed in streetscape implementation, whichever is greater. An approved by minor development plan application or amendment to an existing development order shall record the parking space credit. Failure to maintain landscaping will revoke parking space credit.

Figure 2.04-2:

From Sec. 3.01.03. Urban standards and regulations for designated urban subdistricts.

D. *Urban highway ("UH").*

1. *Principal building placement.*

- a. The front building facade shall be constructed parallel to the street along the front property line with a minimum setback of 15 feet and a maximum setback of ~~20~~ 40 feet for properties fronting on U.S.-1/SW Federal Hwy. If a property does not front on U.S.-1/SW Federal Hwy, then the minimum setback shall be ~~zero~~ 0 feet and the maximum setback shall be not more than ~~ten~~ 10 feet.
- b. The side setbacks may be zero feet on each side.
- c. The rear setback is not less than 15 feet.
- d. For lots fronting U.S.-1/SW Federal Highway, the front street façade width of the principal building shall not be less than 40 percent of the lot width. For other lots, the width of the principal building shall be not less than 70 percent of the lot width.

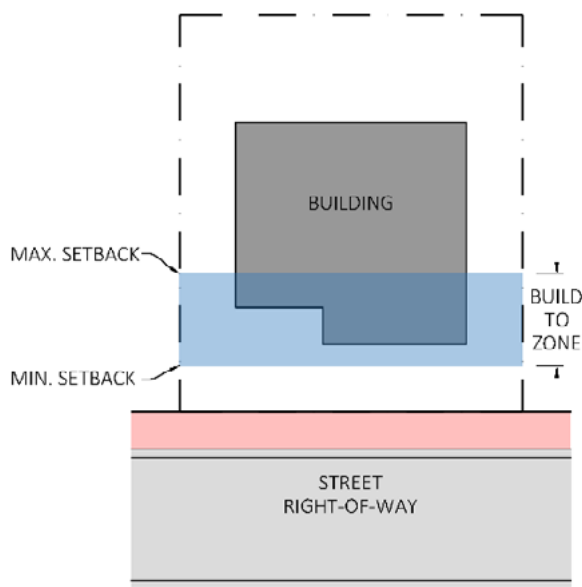
Sec. 11.01.03. Minor development plan application.

- A. *General.* A minor development plan is one which is:
1. A single-family, multi-family or duplex residential project of between three and 35 units, inclusive.
 2. A non-residential development under 50,000 square feet in area.
 3. A mixed-use development under 50,000 square feet in area.
 4. A public or private institutional development less than one acre in land area.
 5. Commercial tenant finishes.
 6. Right-of-way dedication.
- B. *Pre-application conference required.* Prior to filing for minor development plan review, the developer shall meet with the city development director and city staff to discuss the development review process and to be informed of which staff members to confer with about the application. No person may rely upon any comment concerning a proposed minor development, or any expression of any nature about the proposal made by any participant at the pre-application conference as a representation or implication that the proposal will be ultimately approved or rejected in any form. (NOTE: The development director may have the option to waive the pre-application conference for minor development plan application).
- C. *Application submittal requirements.* Application forms for minor development plan review shall be available from the city development department. A completed application shall be signed by all owners, or their agent, of the property subject to the proposal, and notarized. Signatures by other parties will be accepted only with notarized proof of authorization by the owners. In a case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation, and embossed with the corporate seal. The completed application form shall be accompanied by appropriate review fees, a site plan, and by any other information required by the city development director.
- D. *Compliance review procedures.* After receipt of the application, the development department shall follow the review and compliance procedures as set out in section 11.01.01 of this Code. If in compliance, the minor development plan shall be deemed approved.
- E. *Recordation.* Upon approval of a minor development plan, the development conditions, agreements, covenants, maps, and illustrations shall be recorded in the public records of Martin County, Florida, at the expense of the applicant. When a landowner conveys land described in item A.(6) of this section, the land area dedicated shall later be included in the former lot or land area, for the purpose of land use and zoning calculations, including but not limited to density and necessary setbacks prior to the dedication of right of way. If dedication is part of the implementation of the US-1/Federal Highway Street Tree Master Plan, the record shall include eligible parking space credit.

Chapter XII

DEFINITIONS

Build-to zone means that a building's façade must be built to the specified zone or the area between the minimum and maximum setbacks within which the building's façade is to be located.



Right-of-way means a strip of land acquired by reservation, dedication, forced dedication, prescription, or condemnation and intended to be occupied or occupied by a road, crosswalk, railroad, electric transmission lines, oil or gas pipeline, water line, sanitary storm sewer, and other similar uses. land dedicated, deeded, used, or for a street, alley, walkway, boulevard, drainage facility, access for ingress and egress, or other purpose by the public, certain designated individuals, or governing bodies.

APPENDIX C
SAMPLE INITIAL PROGRAM APPLICATION
FOR US-1/FEDERAL HIGHWAY STREET TREE PROGRAM

INITIAL PROGRAM APPLICATION

FOR US-1/FEDERAL HIGHWAY STREET TREE PROGRAM
121 SW FLAGLER AVENUE, STUART, FL 34994
PHONE: 772-288-5300

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING THE APPLICATION.

PURPOSE:

The City of Stuart Community Redevelopment Agency (CRA) implemented the **US-1/Federal Highway Street Tree Master Plan & Program** to increase the tree canopy and enhance public streets. Their presence improves air quality, reduces noise, helps conserve energy, reduced heat island effect, calms traffic, and beautifies the surrounding businesses. The program will be implemented in phases based on need and interest in participation.

ELIGIBLE PROPERTIES:

The CRA will provide a free tree(s) and/or palm(s) and streetscape improvements to participating properties in “()” as identified on the attached map.

PROGRAM DESCRIPTION:

The Property Owner may choose to participate in implementing the **US-1/Federal Highway Tree Master Plan** and in return receive free tree(s) and/or palm(s) and streetscape improvements on the US-1/Federal Highway frontage as part of the **US-1/Federal Highway Program**. Parcels may also be eligible for a parking credit for converting excess parking into landscape area. The tree and palm species included in the program are listed in the **US-1/Federal Highway Street Tree Master Plan**. The City/CRA will be responsible for purchasing, planting, and providing necessary irrigation, streetscapes improvements, and maintenance in return for land dedicated to the City. The City’s **US-1/Federal Highway Street Tree Program** is contingent on continued funding by the CRA & City.

APPLICATION PROCESS:

1. If you would like to participate in the US-1/Federal Highway Street Tree Program, please complete the **Initial Program Application** and return it by email to: () or you can drop it off at CRA office located at City Hall on 121 SW Flagler Avenue, between the hours of 8:30 AM and 5:00 PM, Monday through Friday. The **Initial Program Application** begins the process and indicates an intention to participate in the Program. A dedication of land submitted through a Minor Development Plan Application will be required as part of the final application. If you have any questions, please contact the (), at () or via email at ().
2. The deadline to submit the **Initial Program Application** to participate is (). All applications received will be entered, dated, and categorized by address/zone for planting.
3. After you submit your application, you will be contacted by CRA staff to confirm your interest in the program. The City staff will conduct a site visit(s) to the property to determine the location of tree(s), streetscape improvements, and the parking credit eligibility. Adjustments to the Master Plan if necessary will be recorded. Please note that the location may shift due to under-ground utilities.
4. To proceed with the application, a dedication of land submitted through a Minor Development Plan Application or an amendment to an existing development order is required as part of the final application. A typical dedication would include the a narrow strip of land along the US-1/Federal Hwy frontage with a minimum depth of 13 feet measured perpendicular to the US-1/Federal Hwy. For eligible properties the fee for the Minor Development Plan Application will be paid for by the CRA.
5. Tree(s) and/or palm(s) and streetscape improvements will be implemented by contractors hired by the City/CRA on a timeline dependent on available funds and participation from eligible properties.

APPLICATION DEADLINE: ()

INITIAL PROGRAM APPLICATION

FOR US-1/FEDERAL HIGHWAY STREET TREE PROGRAM

121 SW FLAGLER AVENUE, STUART, FL 34994

PHONE: 772-288-5300

MAP OF US-1/FEDERAL HIGHWAY STREET TREE MASTER PLAN AREA & ELIGIBLE PARCELS



INITIAL PROGRAM APPLICATION

FOR US-1/FEDERAL HIGHWAY STREET TREE PROGRAM
121 SW FLAGLER AVENUE, STUART, FL 34994
PHONE: 772-288-5300

PRE-PLANTING MEETING

There will be a brief pre-planting meeting with City/CRA staff to coordinate logistics.

I HAVE READ THE CITY OF STUART "INITIAL PROGRAM APPLICATION" AND UNDERSTAND THE RESPONSIBILITIES I ASSUME IN PARTICIPATING THE *US-1/FEDERAL HIGHWAY STREET TREE PROGRAM* IN COOPERATION WITH THE CITY OF STUART.

PROPERTY OWNER'S:	
PARCEL ID NUMBER OF PARTICIPATING PROPERTY:	
MAILING ADDRESS OF OWNER:	
TELEPHONE # FOR OWNER:	
EMAIL FOR OWNER:	
ADDRESS OF PARTICIPATING PROPERTY:	
NAME & PHONE NUMBER OF TENANTS:	

Applicant Name

Applicant Signature

Date



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

RESOLUTION NUMBER 74-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING AND ADOPTING THE MASTER PLAN FOR THE “TRIANGLE” STUDY AREA AND DESIGNATING THE NAME OF THE STUDY AREA AS “TRIANGLE DISTRICT”; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Community Redevelopment Agency (CRA) and City of Stuart has determined analysis of the “Triangle” study area to be in the best interest of the residents and businesses of Stuart; and

WHEREAS, the goal of the analysis is to understand existing conditions, constraints and opportunities for revitalization of the “Triangle” study area and devise concepts and strategies based on the analysis and public input; and

WHEREAS, the “Triangle” study area is defined as west of S Dixie Highway, east of US-1/Federal Highway and north of SW Ocean Boulevard; and

WHEREAS, the CRA entered into an agreement with the Treasure Coast Regional Planning Council (TCRPC) to conduct the analysis and develop a plan for revitalization of the “Triangle” study area; and

WHEREAS, a Master Plan has been prepared for the “Triangle” study area; and

WHEREAS, a survey was conducted as part of the public outreach process for designating a name of the study area and the term “Triangle District” resonated with the most people surveyed; and

WHEREAS, a Master Plan will serve as a guide for future planning and outlines the long range vision for the district.

ADOPT TRIANGLE DISTRICT MASTER PLAN AND NAMING OF DISTRICT

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

SECTION 1: The City hereby approves and adopts the Master Plan for the “Triangle District”, a copy of which is attached hereto as “Exhibit 1”.

SECTION 2: The City hereby designates the “Triangle” study area as the “Triangle District”.

SECTION 3: The geographic boundaries of the “Triangle District” shall be as depicted on the attached map titled “Triangle District – Exhibit 2”.

SECTION 4: The City Commission fully approves the Master Plan and supports the designation of the District.

SECTION 5: This Resolution shall be effective immediately upon adoption.

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

EULA R. CLARKE, MAYOR
MERRITT MATHESON, VICE MAYOR
BECKY BRUNER, COMMISSIONER
TROY MCDONALD, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

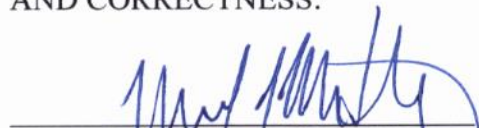
ADOPTED this 27th day of September, 2021.

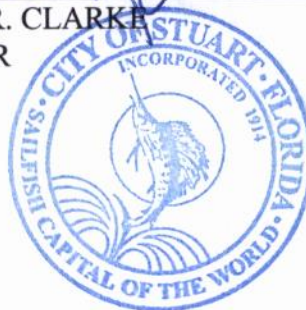
ATTEST:


MARY R. KINDEL, CMC
CITY CLERK


EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY





TRIANGLE DISTRICT MASTER PLAN

FINAL AUGUST 2021

PREPARED FOR:



CITY COMMISSION

Eula Clarke, Mayor
Merritt Matheson, Vice Mayor
Michael Meier, Commissioner
Becky Bruner, Commissioner
Troy McDonald, Commissioner

COMMUNITY REDEVELOPMENT AGENCY

Eula R. Clarke, Chairperson
Merritt Matheson, Vice Chairperson
Michael Meier
Becky Bruner
Troy McDonald
Tom Campenni
Pete Walson

COMMUNITY REDEVELOPMENT BOARD

Chris Lewis, Chairman
Tom Campenni, Vice Chairman
Frank Wacha
Pete Walson
Katherine Makemson
Nina Dooley
Nikolaus Schroth

STAFF

David Dyess, City Manager
Pinal Gandhi-Savdas, Community Redevelopment Agency Administrator
Kev Freeman, Development Director
Jordan Pinkston, Executive Assistant to the Development Director, CRA Program Specialist

PREPARED BY:



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COMMONLY USED ABBREVIATIONS

ADA	Americans with Disabilities Act
AADT	Annual Average Daily Traffic
CRA	Community Redevelopment Area
CRB	Community Redevelopment Board
DEO	Florida Department of Economic Opportunity
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
Martin MPO	Martin Metropolitan Planning Organization
NACTO	National Association of City Transportation Officials
PILOP Program	Payment In Lieu Of Parking Program
RRR	Resurfacing, Restoration and Rehabilitation
TCRPC	Treasure Coast Regional Planning Council
TDP	Transit Development Plan
L RTP	Long Range Transportation Plan

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services, please call 288-5306 or email mkindel@ci.stuart.fl.us. Hearing-impaired individuals are requested to telephone the Florida Relay System at #711.

EXECUTIVE SUMMARY

The City of Stuart Community Redevelopment Agency (CRA), in collaboration with the City of Stuart (City) and the Treasure Coast Regional Planning Council (TCRPC), has produced a Master Plan for the Triangle District. The Gateway Triangle study area is adjacent to the "Creek" Arts & Entertainment District and the "Old Downtown District." The CRA is exploring ways to bridge the two districts and develop an implementable vision for the future of the Triangle Gateway District. The Master Plan provides a series of recommended infrastructure improvements, redevelopment concepts, and strategies for the Triangle District.

In addition, the City of Stuart has also collaborated with TCRPC on the Federal Highway Commercial Corridor Plan (FHCC) which was funded through a State of Florida Department of Economic Opportunity Technical Assistance Grant. While the FHCC project was separately funded and with a very specific timeline and scope of services, the implementation of the two efforts has been synchronized and ultimately illustrated as distinct chapters of a single master plan.

To develop the Triangle District plan, TCRPC has coordinated a thorough public involvement process, completed detailed field analyses and base documentation, and developed a recommended urban design and master plan approach. The intent of the plan is to assist the CRA and the City in making future decisions regarding a balanced redevelopment of the Triangle District. This planning effort is also designed to integrate the vision and principles of prior and current planning efforts in Stuart. It should be noted the study area was the subject of previous vision planning efforts in 1988 and 2002. Accordingly, the updated vision contained in the Triangle District plan builds upon these previous efforts and subsequent studies commissioned by the CRA.

STUDY AREA

The study area is roughly defined as west of S Dixie Highway, east of US-1/ Federal Highway, north of SW Ocean Boulevard. Its geometry is a triangle, and in public outreach, the term Triangle District resonated with the most people surveyed. For that reason, the area will be referred to as the Triangle District. The study area is characterized by offices, automotive uses, a telecom utility building, vacancies, a church, and an associated school. The active uses are largely centered around business hours with evenings and weekends being largely dark. A significant piece of redevelopment occurred on a City-owned property where a three-story rental apartment building with 49 units was completed in 2019. The success of this development has shown the potential for the district which retains its compact walkable network of streets and alleys and close connection to Old Downtown, the St Lucie River, and "The Creek" Arts & Entertainment District. Public outreach in surveys, individual interviews, vision workshops, and walking tours echoed the support of expanding more active uses in the study area and continuing the fabric of downtown into the Triangle District.

KEY RECOMMENDATIONS

The Triangle District is comprised of 39 parcels, totaling 18.9 acres. To facilitate redevelopment and accomplish the City's goals for the District, the key recommended actions include:

- **Develop a district-wide approach to parking**, as the current parking regulations limit redevelopment especially for active uses such as restaurants.
- **Reconfigure streets** to allow two-way traffic and maximize on-street parking.
- **Improve streets** with context-sensitive, complete streets designs including clear pedestrian pathways, marked crosswalks, and enhanced lighting. Although the current network of streets and alleys is fairly compact and complete, the pedestrian experience is confusing, dark, and inhospitable.
- **Enhance key intersections** at US-1/Federal Highway, US-1/Ocean, and Sailfish Circle at Dixie Highway/Joan Jefferson Way to provide safer and more convenient crossings for pedestrians and cyclists.
- **Prioritize district-wide landscaping, public space, and stormwater management** enhancements and include as part of redevelopment projects and street improvements.



Figure 1 Conceptual rendering of a new structure at City-owned property and the reconstructed Frazier Creek Bridge at the gateway of the Triangle District.

EXISTING CONDITIONS & BACKGROUND

EXISTING CONDITIONS & BACKGROUND

EXISTING LAND USE & ZONING

The Future Land Use is uniformly assigned as Downtown.

The City of Stuart Zoning designations within the study area, and as provided in the City's Land Development Code, are illustrated in the map to the right. The majority of the District is Urban Center with Urban Highway along Federal Highway and Urban Neighborhood along Frazier Creek. The zoning designations provide much greater specificity in the regulations which control the development of properties. Specific uses, building heights, and placement, parking standards, etc. are controlled primarily through the zoning regulations. The Urban Center, Urban Highway, and Urban Neighborhood districts are all consistent with the Downtown FLU category. These areas are intended to promote redevelopment in a more urban pattern consistent with much of the historic downtown area.

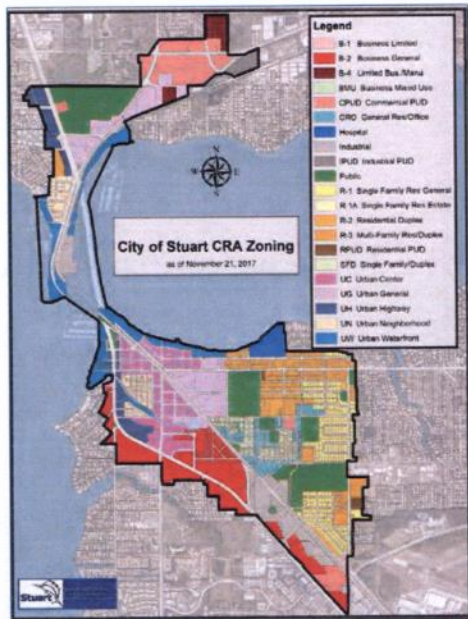


Figure 2 City of Stuart CRA Zoning Map



CITY OF STUART: MASTER PLAN OF GATEWAY TRIANGLE DISTRICT

EXISTING CONDITIONS & BACKGROUND

LAND VALUE COMPARED TO TOTAL VALUE

When considering the redevelopment potential of an area, one important “lens” that planners look through to evaluate which properties may be more likely to redevelop is the comparison of property land value to the total value.

The Land Value is the value of the land alone while the Total Value is the value of the land plus any physical improvements (such as buildings, parking areas, driveways, swimming pools, and the like). For example, if the Land Value of a property is \$100,000 and the Total Value of the property is \$300,000, then clearly the improvements on the property are of great value relative to that of the land. In this scenario, the improvements are worth twice what the land is worth, so the property may not be an obvious candidate for redevelopment. However, if the numbers were reversed, and the land value was twice the value of the physical improvements on the property, the property may be a strong candidate for redevelopment.

The map to the right shows the Land Value to Total Value ratios for the properties within the study area. The darker a property is colored, the less the Total Value is compared to the Land Value, indicating those properties may be more likely to redevelop than the lighter-colored properties.



Figure 3 Image of recent development within the study area, courtesy of Azul Residences.





Figure 5 Image of the AT&T surface parking lot.

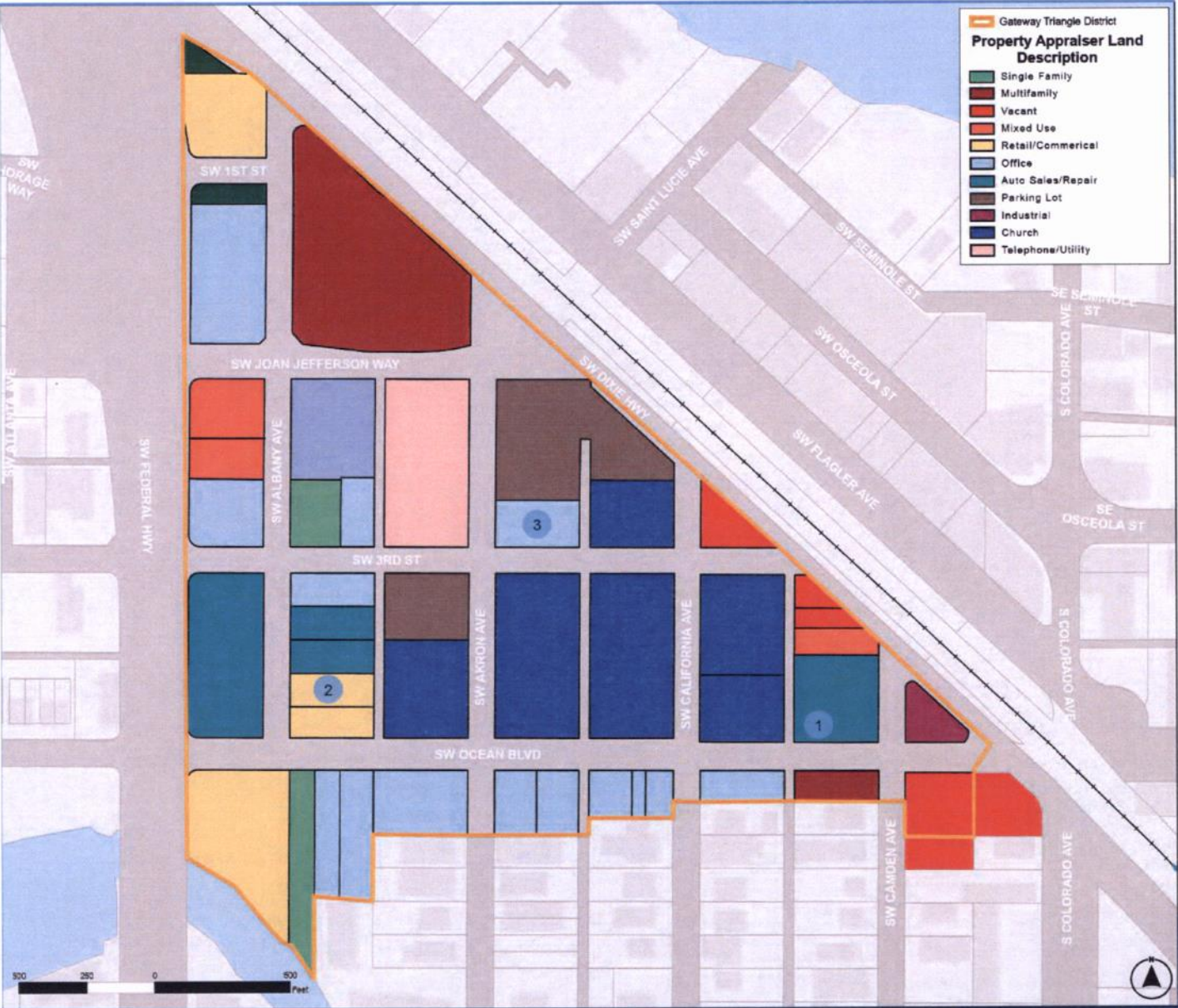


EXISTING USES

Unlike the regulatory FLU or Zoning maps, the Existing Uses map to the right identifies the actual uses on the ground today regardless of their compliance with Zoning or FLU designations. This information is coded by Land Description via the Martin County Property Appraiser's office.



Figure 6 Examples of retail/commercial and office uses within the study area. There is a wide variety of uses within the Triangle district.



SAFETY

CRASHES WITH BICYCLES

In this diagram, the location and number of vehicle/bicycle crashes that have occurred in the ten-year period between 2010 and 2020 are identified with a bicycle symbol. The heat map identifying the density of vehicular crashes is provided as an underlay. Not surprisingly, there is a correlation between the location and frequency of bicycle crashes and automobile crashes. This diagram suggests a need for enhanced bicycle facilities especially at key intersections.



Bicyclist struck, killed by 18-wheeler in Stuart

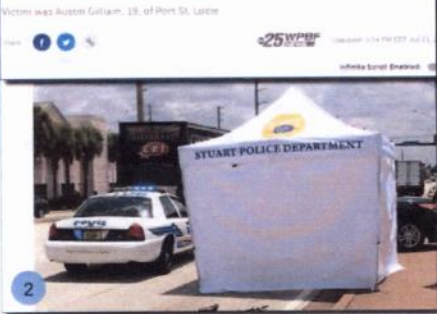
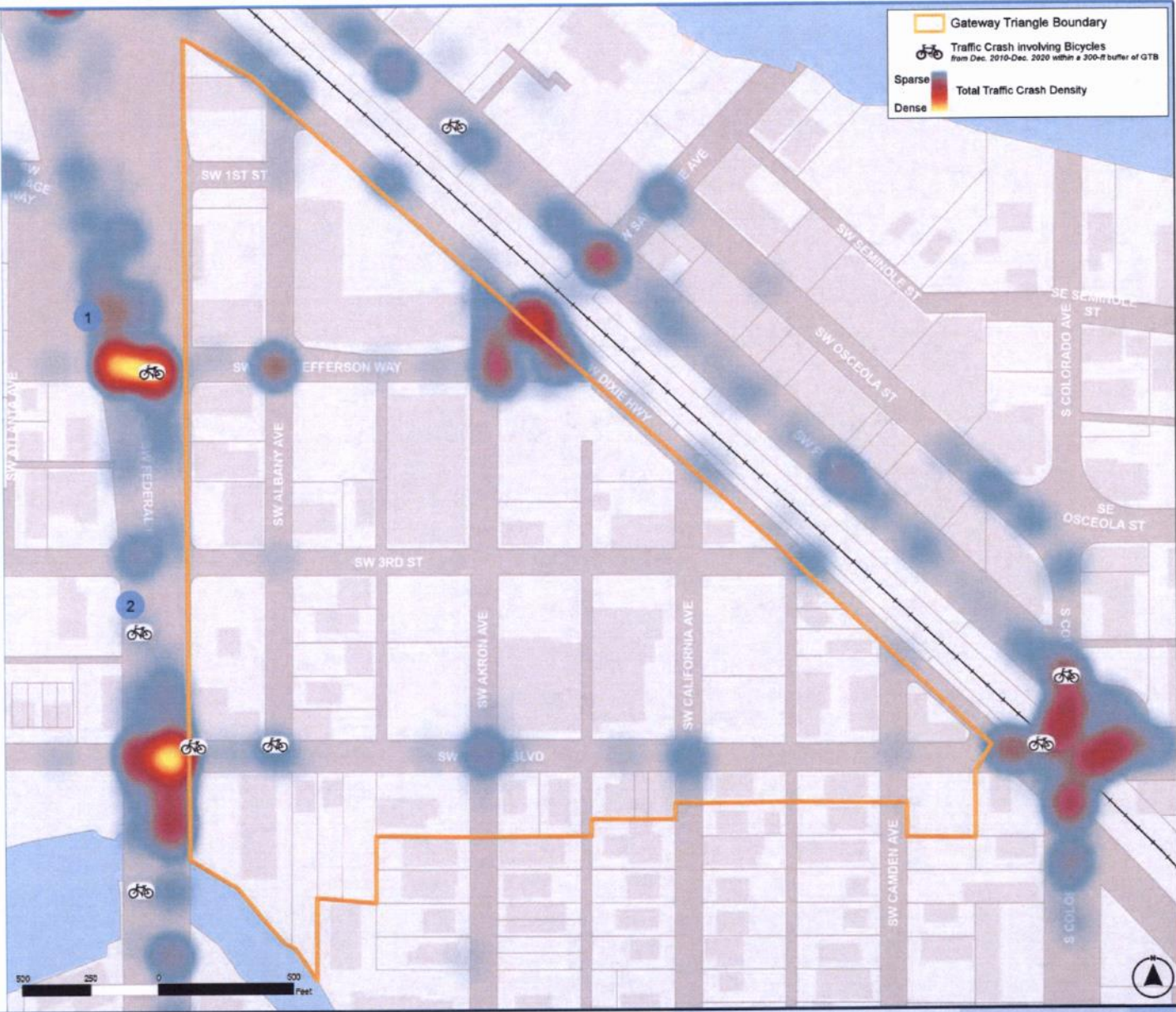


Figure 9 Google earth image of the southbound bicycle lane along US-1 entering the Gateway Triangle district at the intersection of SW Joan Jefferson Way. Because the marked bicycle lane abruptly terminates at the intersection, cyclists are forced into traffic as they cross the intersection

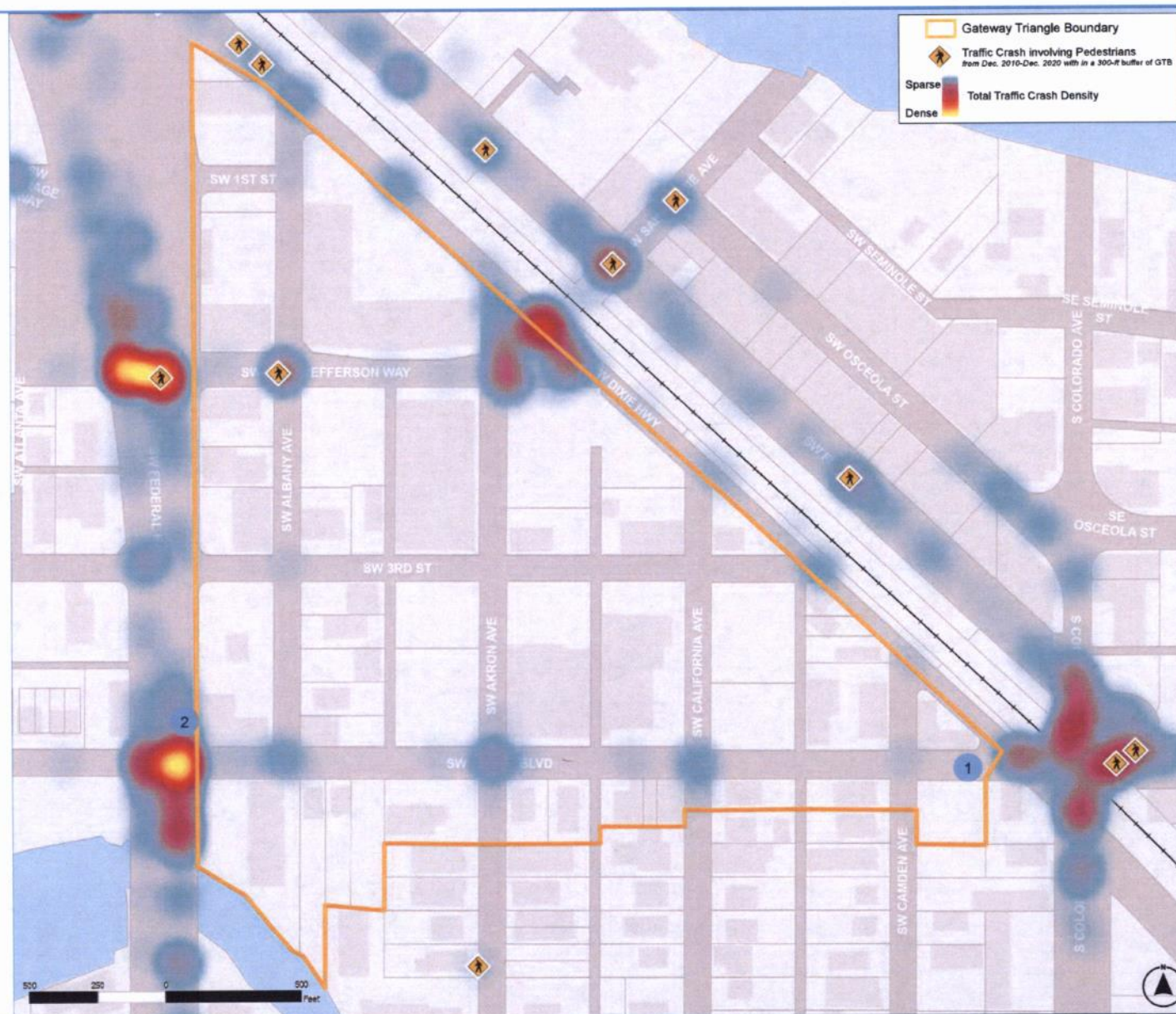
Figure 10 News article of fatal bicycle crash that occurred along US-1 near the intersection of Ocean Blvd. Courtesy of: News channel WPBF.



This map illustrates the location and number of vehicle/pedestrian crashes within the study area. Not unlike the bicycle diagram, the pedestrian crashes have occurred primarily at the major intersections which often have traffic signals and pedestrian crosswalks. While there are fewer pedestrian incidents than those with bicycles, there is significant opportunity to improving the pedestrian realm and the ability to safely cross the corridor on foot.



Figure 12 Photo of existing sidewalk condition within the study area at US-1/Federal Highway where a utility pole reduces the clear path significantly.



SAFETY

CRASHES WITH FATALITIES

The most disturbing map of this series identifies where fatalities have occurred. Thankfully there are fewer incidents than in the previous diagrams; however, as suggested by the Vision Zero movement, even one fatality is too many.

VISION ZERO

Vision Zero is a strategy to eliminate all traffic fatalities and severe injuries while increasing safe, healthy, equitable mobility for all. First implemented in Sweden in the 1990s, Vision Zero has proved successful across Europe — and now the movement is gaining momentum in major American cities. - visionzeronetwork.org

The Martin MPO is pursuing a Vision Zero Initiative to help reduce traffic fatalities and serious injuries to zero. It is important the study area be included in this effort and continued coordination with the City occurs.

VISION ZERO NETWORK

A PRIMER ON VISION ZERO

Advancing Safe Mobility for All

What is Vision Zero?

Vision Zero is a strategy to eliminate traffic fatalities and severe injuries, and to ensure safe, healthy, equitable mobility for all. First implemented in Sweden in the 1990s, where traffic deaths have been cut in half even while the number of trips increased. Vision Zero is gaining momentum across the globe, including in major U.S. communities.

Each year in the U.S., more than 40,000 people are injured and 30,000 people are killed, and millions more are injured in traffic crashes. While these numbers are alarming, the reality is that we can prevent these tragedies by using a proactive, preventative approach that prioritizes traffic safety as a public health issue.

TRADITIONAL APPROACH	VISION ZERO
Traffic deaths are INEVITABLE	Traffic deaths are PREVENTABLE
PERFECT human behavior	Design for HUMAN ERROR
PERFECT technology	Proactive safety and design measures
INDIVIDUAL responsibility	SYSTEMS approach
Safety goals are EXTENSIVE	Safety goals are LIMITED

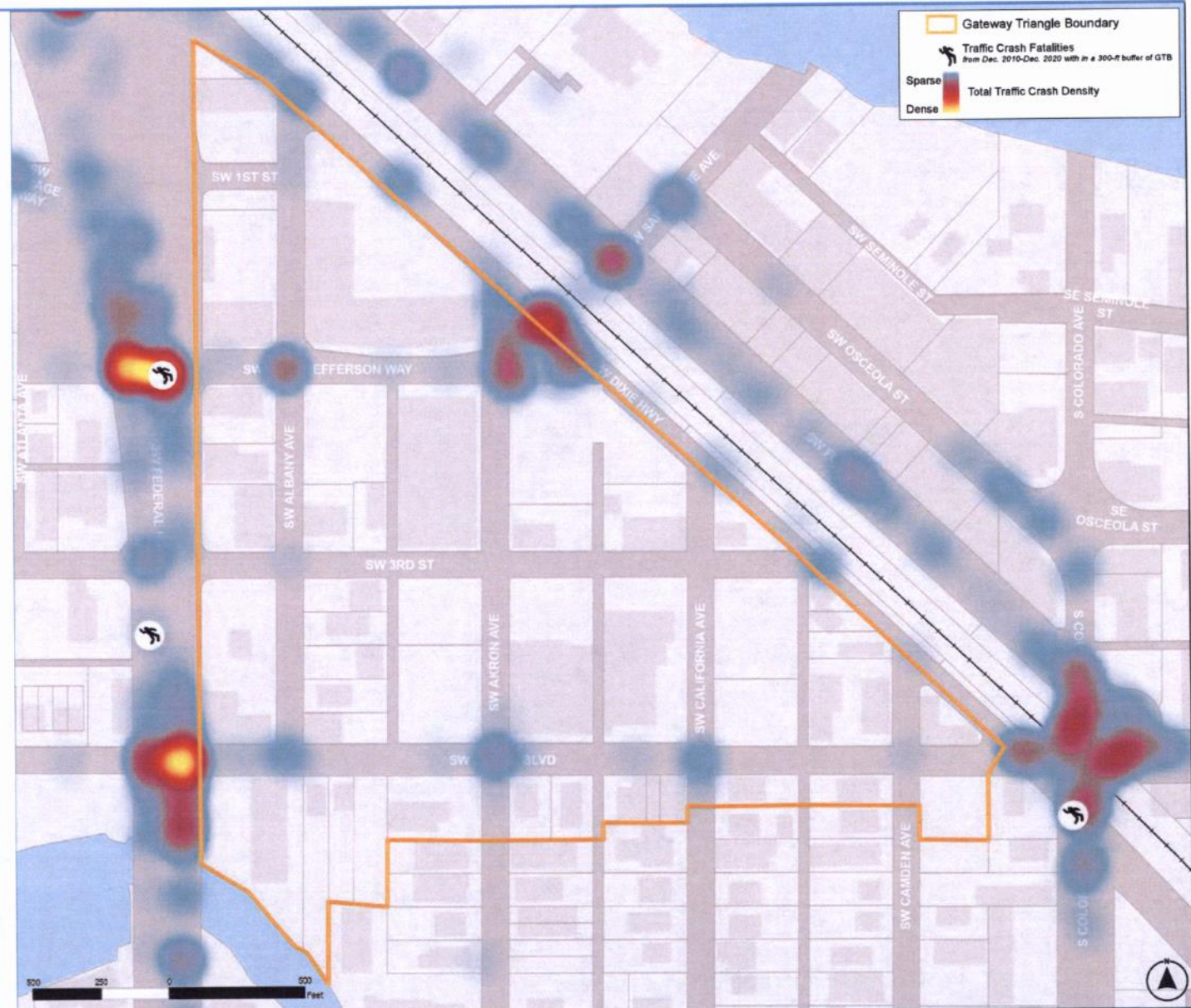
Changing the Status Quo - A New Vision for Safety

Vision Zero starts with the critical belief that everyone has the right to move safely in their communities, and that system designers and policy makers share the responsibility to ensure safe systems for all.

The Vision Zero approach recognizes that people will sometimes make mistakes, so the road system and related policies should be designed to ensure those inevitable mistakes do not result in undue injuries or fatalities. This means that system designers and policymakers are expected to implement the roadway measures, policies such as speed management, and other related systems to minimize the severity of crashes.

Vision Zero Ethical Platform

Figure 13 Vision Zero fact sheet courtesy of: visionzeronetwork.org



TREE CANOPY

The value of trees in the urban fabric cannot be overstated. Shade trees transform inhospitable south Florida sidewalks into places people flock to enjoy. Trees add a cooling effect through shade and transpiration. They reduce the heat island effect and energy demands on adjacent buildings, and help remove CO₂ from the air.¹

The City acknowledges the importance of trees in its Sustainability Action Plan. The Triangle District with its sparse tree canopy is an excellent location for a tree intervention program. When planting trees, existing overhead power lines should be considered when selecting species to use. FP&L has [guidance](#) for planting trees when overhead power lines are present.

¹<https://www.arboday.org/trees/benefits.cfm>



Figure 14 The images above are both from Lake Avenue West in West Palm Beach. The right-of-way in both conditions includes similar two-way travel lanes, on-street parking and sidewalks on both sides, but the presence of mature shade trees dramatically changes the feeling of the street and sidewalk.

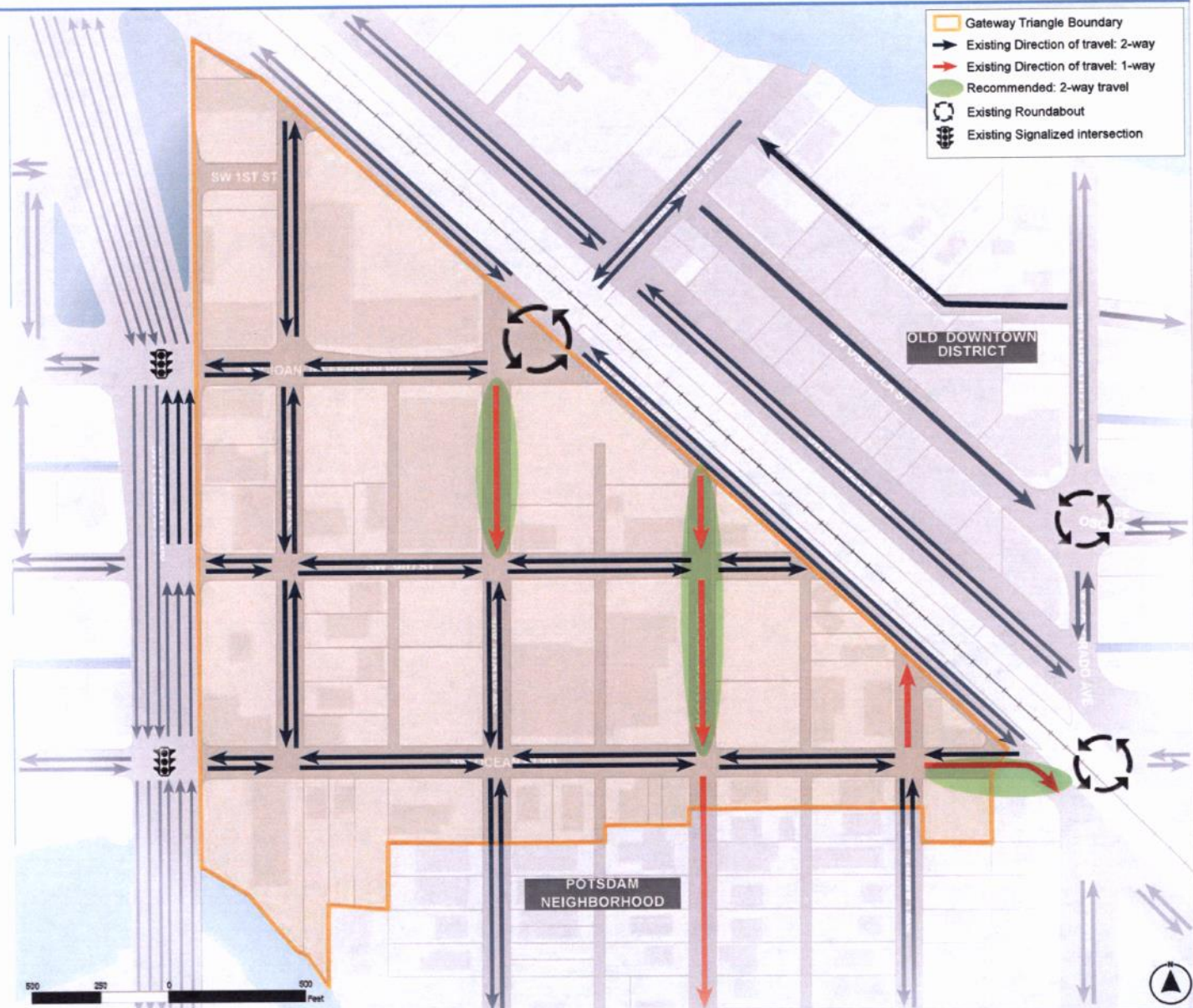


DIRECTION OF VEHICLE TRAVEL

The Triangle District does not have a consistent or predictable direction of travel. SW Joan Jefferson Way delivers the vast majority of traffic into the downtown area from southbound Federal Highway. Not only is it the first intersection south of the Roosevelt Bridge, it is also the easiest to navigate since it is signalized and affords easy connections to the north and south from Joan Jefferson Way and into the historic downtown through the circle. Moving to the south, the next two intersections are less convenient or prohibitive of maneuvers. SW 3rd Street cannot be accessed from the southbound lanes due to a hardened centerline, and it is not signalized.

SW Ocean Boulevard is a signalized intersection that does allow for southbound traffic to turn left towards downtown. It should be noted the road only carries 3,900 daily trips compared to the 7,400 daily trips on Joan Jefferson Way as noted in a recent FDOT study of the area. Some of the drops in trips are certainly from the fact that it is not the first signalized intersection, but it is also due to the lack of movements afforded by that path. From SW Ocean Boulevard it is easy to move south either into the Potsdam Neighborhood or Colorado Avenue. By contrast, it is not as intuitive to travel to the Old Downtown District, Dixie Highway, or SE Ocean Boulevard from SW Ocean Boulevard. The one-way travel is highlighted with red in the graphic to the right. To access downtown, a vehicle needs to know to turn on either Albany and back onto Joan Jefferson Way or take Camden Avenue north onto Dixie Highway. This turn is not highly visible and is very difficult to make onto Dixie Highway since it is largely blind. To reach East Ocean Boulevard a vehicle must travel onto Colorado Avenue and U-turn, loop onto or choose an alternate route through Martin Luther King Jr Boulevard and back to SW Ocean Boulevard via SE Georgia Avenue or another alternate road. These maneuvers require an intimate knowledge of the area and the street network that is not afforded to tourists or others who do not live in the City.

After the Triangle District, the next means of access to Old Downtown District and SE Ocean Boulevard from US-1 Federal Highway at until S Colorado Avenue/ Kanner Highway.



EXISTING PARKING

Parking is a concern that was mentioned in many interviews throughout the study. Many of them regarded how difficult it is to meet the parking standards on small infill sites, but the businesses inside the study area expressed little problems meeting the parking needs of their customers. To understand the parking landscape, a survey of the existing paved parking was conducted. In blue are commercial parking spaces in the district. On-site dedicated residential parking was not included. In teal are public parking spaces in the district.

The survey found there are 278 public parking spaces in the district and 235 private commercial parking spaces. These numbers vary some from the *Future Parking Needs Analysis* conducted in 2018 and reflect the on-street and municipal parking lot added since the completion of the Azul Residences in August 2019. The Illustrated Concept quantities in the table below reflect the potential added parking that could be achieved with a full build-out of recommended street conditions as shown in Appendix B.

PARKING SPACES	PUBLIC PARKING		COMMERCIAL PARKING
	ON-STREET	LOTS/ GARAGES	
EXISTING	195	83 in surface lots	235
ILLUSTRATED CONCEPT	245 (+54 new)	+200 in garage	235 (no change)



Figure 15 Image of SW 3rd Street on Friday night, April 2021 at 7:30PM. The on-street parking and on-site parking are all empty. There is only one source of lighting on the street. Of note, the Lyric Theater was closed due to Covid-19 pandemic and there may still be some reduction in visitors to downtown, but normal hours, operations have resumed. Many people at this date have returned to patronizing the historic downtown.

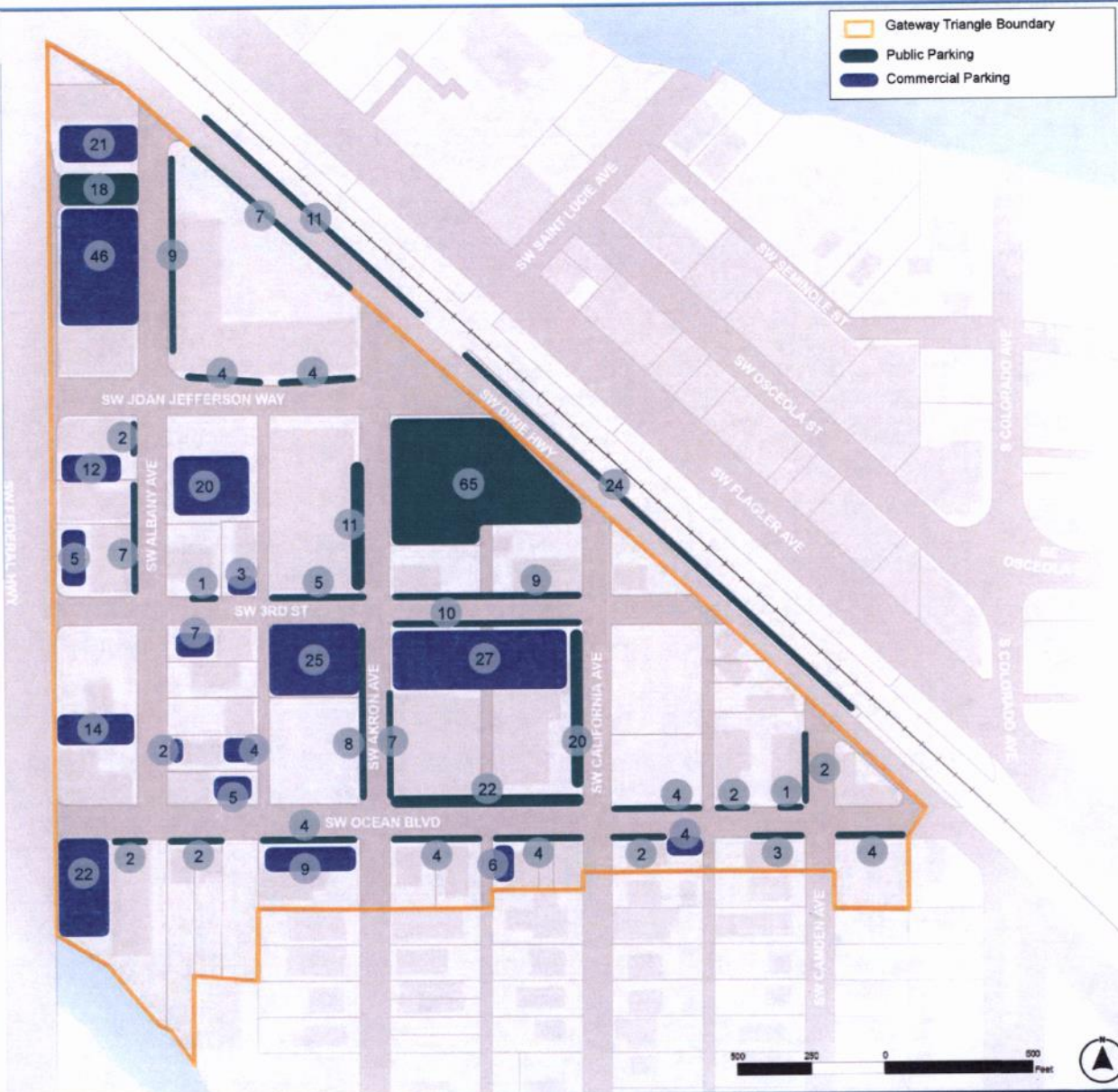


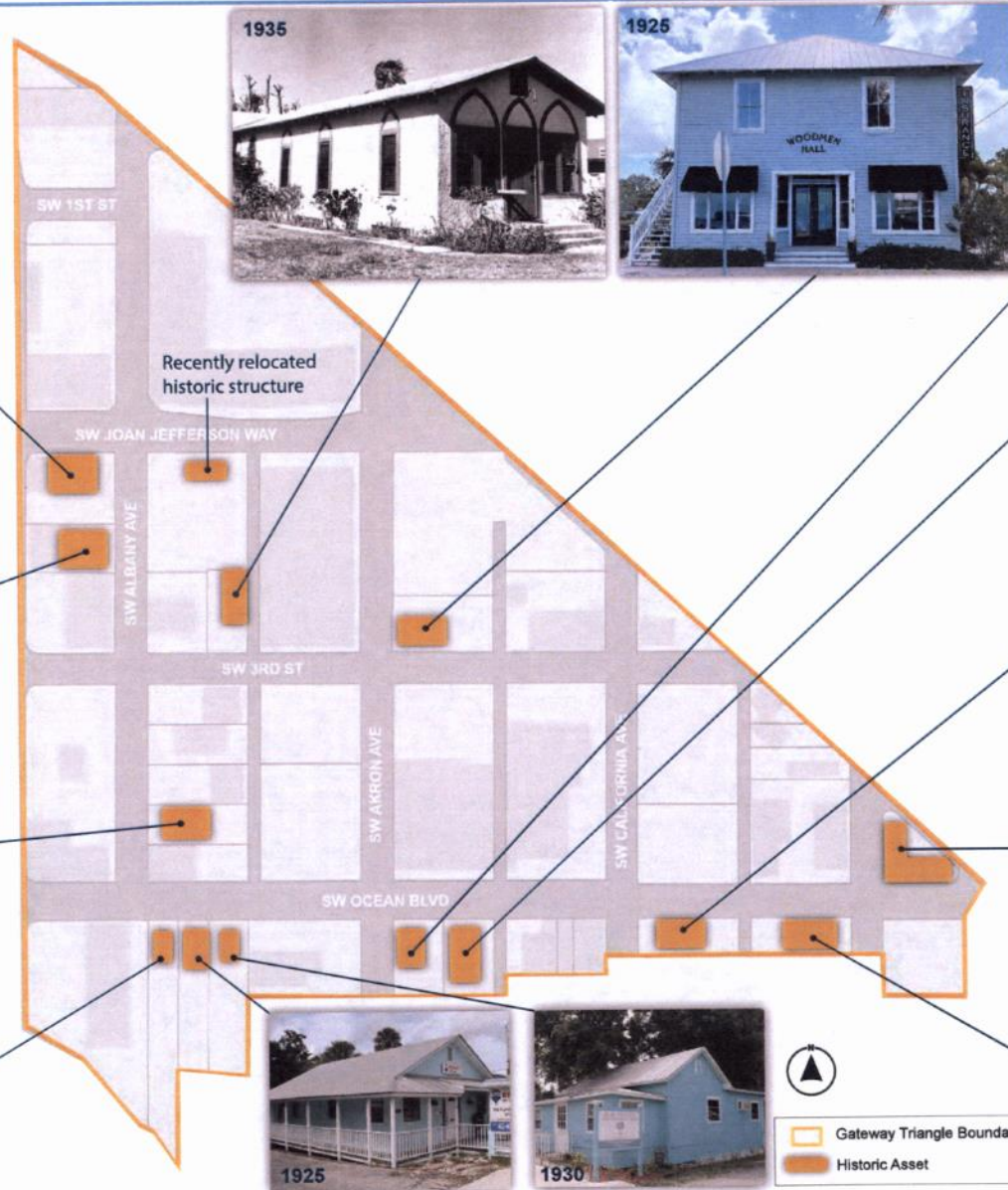


Figure 16 Images of sidewalk conditions within the study area.



HISTORIC PRESERVATION

The study area is home to many historic structures, some of which are identified here with their location and year of construction. Structures may be contributing assets to a historic district. Historic structures may have value as historic sites for their architectural significance.

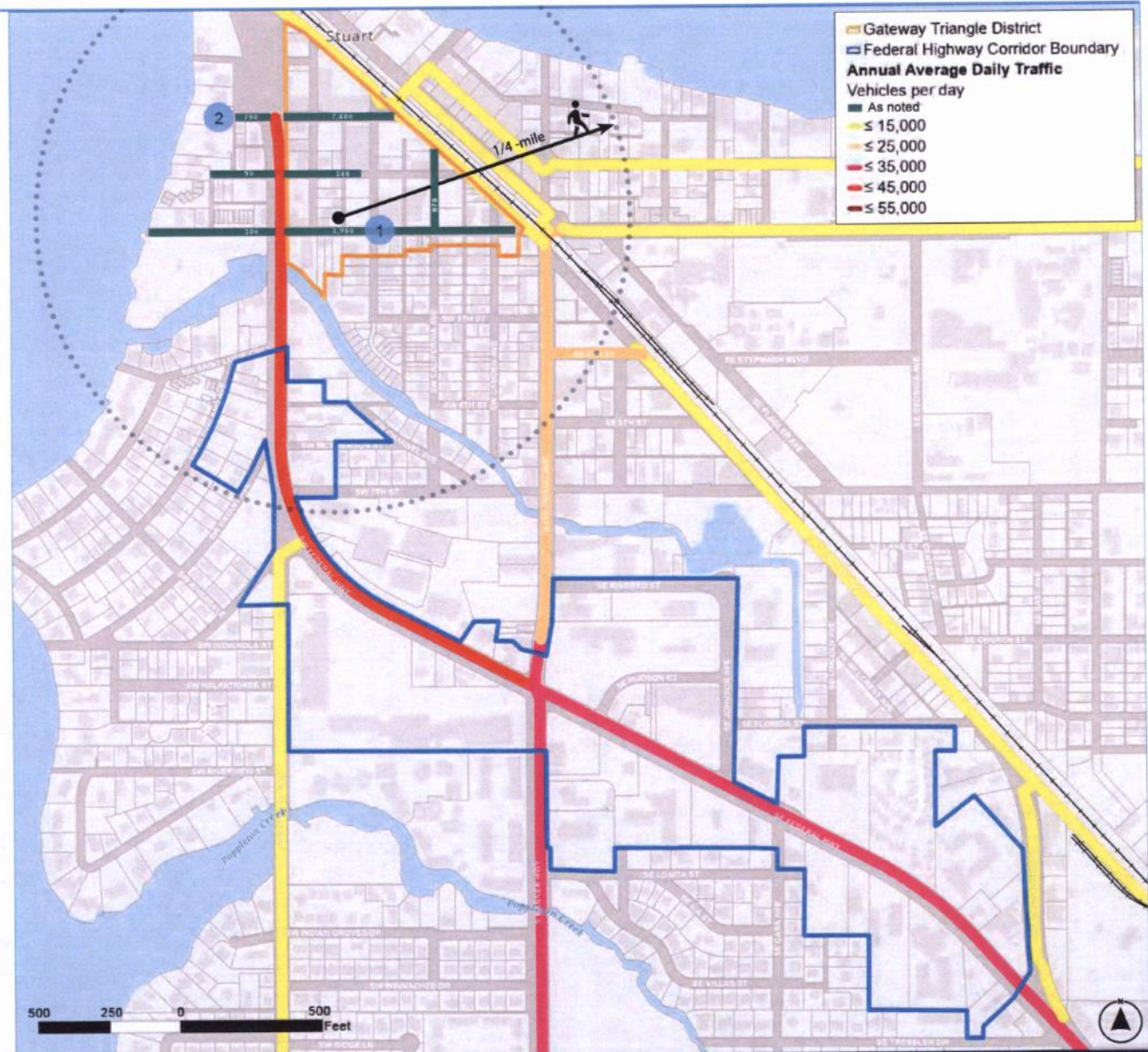


ANNUAL AVERAGE DAILY TRAFFIC

To the west of the study area, Federal Highway is a heavily trafficked vehicle roadway. Federal Highway leads to the Roosevelt Bridge where a bottle neck of vehicles headed north to Jensen and Port St Lucie and to the south headed to Stuart, Palm City, Port Salerno and Tequesta all meet. Many vehicles entering downtown come through the first signalized intersection as confirmed in the *SR 5/US-1 at SW Joan Jefferson way Planning Study* in February of 2019. 7,400 AADT vehicle counts are shown as opposed to SW Ocean Blvd which only counts 3,900 AADT. In general, roadways inside the study have significantly less vehicle trips than surrounding roadways.



Figure 17 Image of SW Ocean Boulevard looking towards US-1/Federal Highway.
 Figure 18 Image of SW Joan Jefferson Way looking towards US-1/Federal Highway.
 Figure 19 Annual Average Daily Traffic measured by vehicles per day 2019 data from FDOT (<https://tdaappsprod.dot.state.fl.us/fto/>) and counts included in the *SR 5/US-1 at SW Joan Jefferson way Planning Study*.



EXISTING BIKE NETWORK & PUBLIC TRANSIT

The series of maps to follow include the Federal Highway study area and an additional study area for the Gateway Triangle District. The Gateway Triangle District is the subject of a Master Plan study. Due to the proximity of the two study areas, it was determined to be of mutual benefit to study the two concurrently. The Triangle Gateway District is outlined in an orange line and the Federal Highway study area is outlined in blue.

Stuart does not have a robust connected bike network, although recent roadway improvements have included designated bike lanes. Near the study area, S Colorado Avenue was the site of a Complete Street effort which reduced the number of travel lanes, added on-street parking, and wider sidewalks, and designated bike lanes. Properties have seen a great benefit since the improvement. After the completion of S Colorado Avenue, SE Johnson Avenue and SE Kindred Street were also improved with on-street parking, newly landscaped bulb-outs, and designated bike lanes. In the following maps, S Colorado Avenue, SE Kindred Street, and SE Johnson Avenue are unique in the mapped area for their Complete Street improvements.

Marty is a public transit system operated by Martin County. *Marty on the Move* (the 2020-2029 Transit Development Plan) is consistent with the requirements of the State of Florida Public Transit Block Grant Program. There are two Marty Bus Routes with stops on Federal Highway in Stuart. Route 1 is shown in pink and Route 3 is shown in purple. Route 1 runs the length of Federal Highway from Salerno Road to the south to the Treasure Coast Connector which operates in St Lucie County to the north. In 2018 there were 83,467 riders on the Marty. In the Transit Development Plan 2020-2029 the number one priority identified was to split route 3 into a route 3a and 3b. The plan also called for doubling the frequency of Route 3. The stops that service both Routes 1 and 3 are minimal and do not include shelters or benches and are noted with just a simple sign indicating the route number and no other information. These are in contrast with the Marty stops elsewhere in the County which provide, at a minimum, a shelter and bench.

The City also has a micro-transit system within the downtown area called Stuart Tram. Many of these stops do include a shelter, benches, trash, and recycling bins as well as Tram information like route maps and contact numbers. This same level of service should be extended to Marty stops throughout the City including the study area.

The recent 2019 Stuart Downtown Tram Business Plan provided recommendations for the Tram's continued service. Coordination between the two fixed-route systems should be continued.

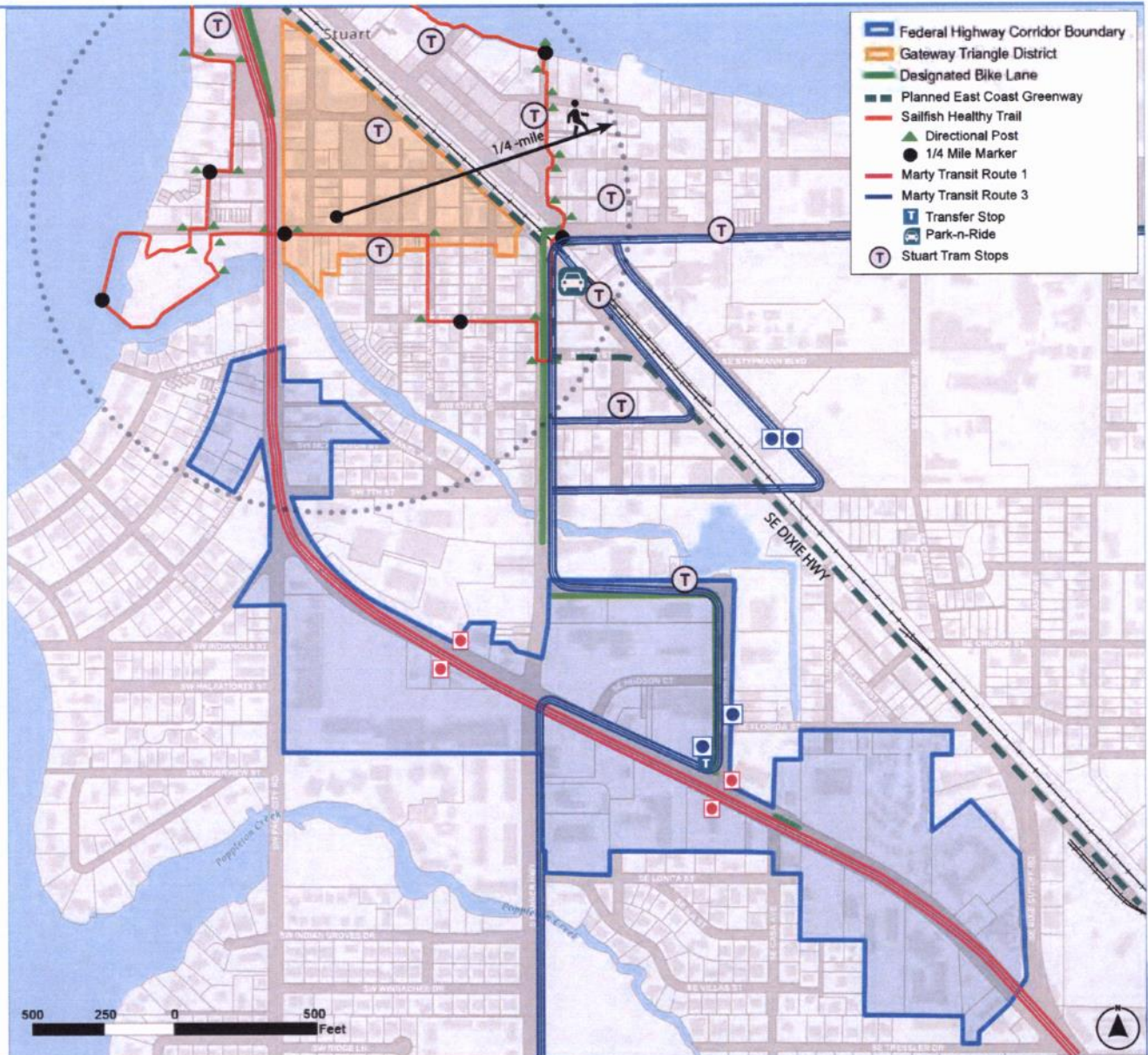


Figure 20 Designation of bike lanes 2019 data from FDOT as well as Marty Routes and Stuart Tram stop locations.

NATIONAL FLOOD HAZARD

When considering redevelopment and long-term investment, it is prudent to understand the flood risk and sea-level rise projections of the area. To the right are maps of the National Flood Hazard Area and the NOAA Sea Level Rise depth projection as they apply to the study areas.

In the map of the National Flood Hazard Area to the right, most of the Federal Highway and Gateway Triangle study area are well outside the 1% and 0.2% Annual Chance of Flood Hazard. There are, however, properties adjacent to Frazier Creek inside the study area that indicate more vulnerability to flood hazard and fall into both the 1% and 0.2% Annual Chance Flood Hazard.

NOAA SEA LEVEL RISE

The map on the right illustrates sea level rise projections for 2030, 2060, and 2100 in increasingly dark shades of blue. The most dramatic is 2100 in the darkest shade of blue. The data projects a sea-level rise of 81" or 6'-9" from the present date to 2100.

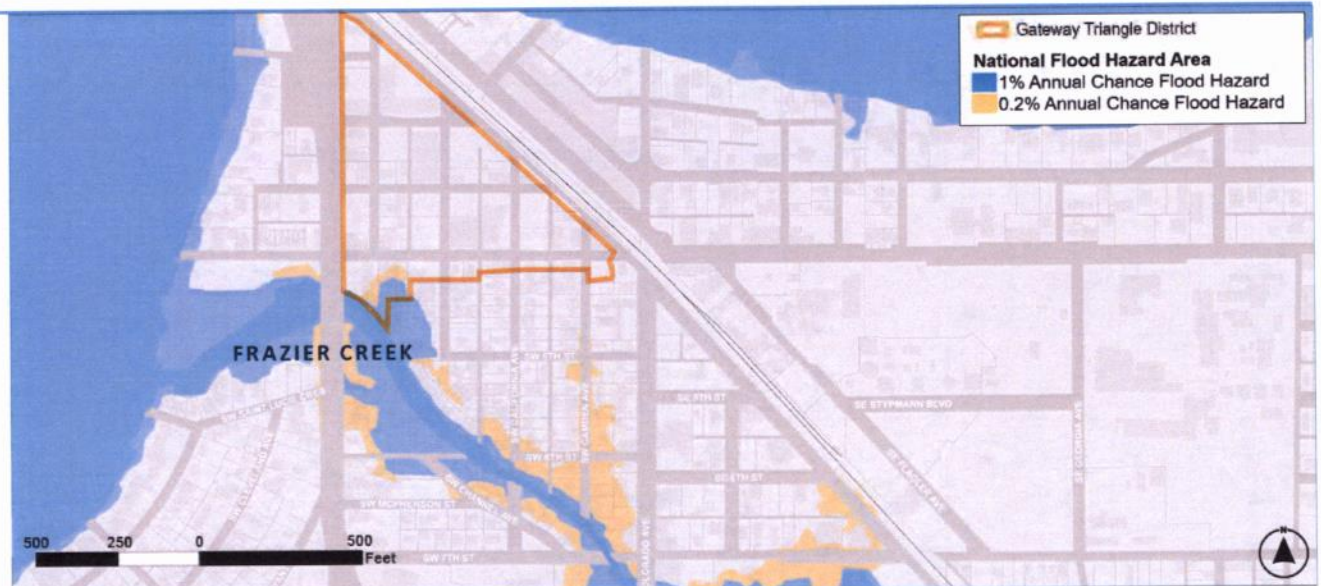
The vast majority of study area remains outside even the 2100 projections. Again, properties near Frazier Creek show potential impact from sea level rise like that of the National Flood Risk Map.



Figure 21 The image above is taken from Frazier Creek from Google Earth.

Figure 22 The National Flood Hazard Layer (NFHL) data incorporates all Flood Insurance Rate Map (FIRM) databases published by the Federal Emergency Management Agency (FEMA), and any Letters of Map Revision (LOMRs) that have been issued against those databases since their publication date. It is updated on a monthly basis. The FIRM Database is the digital, geospatial version of the flood hazard information shown on the published paper FIRMs. Updated: 02/19/2020

Figure 23 Is a Sea Level Rise Scenario created for Martin County via Grant funding via the Institute for Water and Environmental Resilience and Erin Deady Law. Creation date: 3/2019



SUMMARY OF PUBLIC INPUT

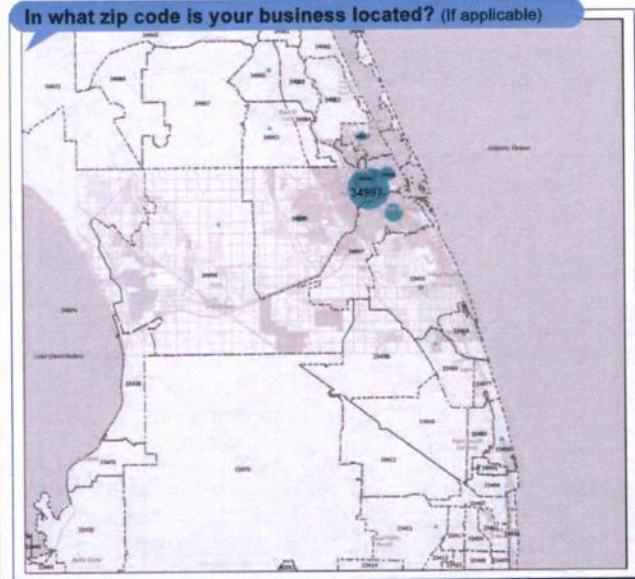
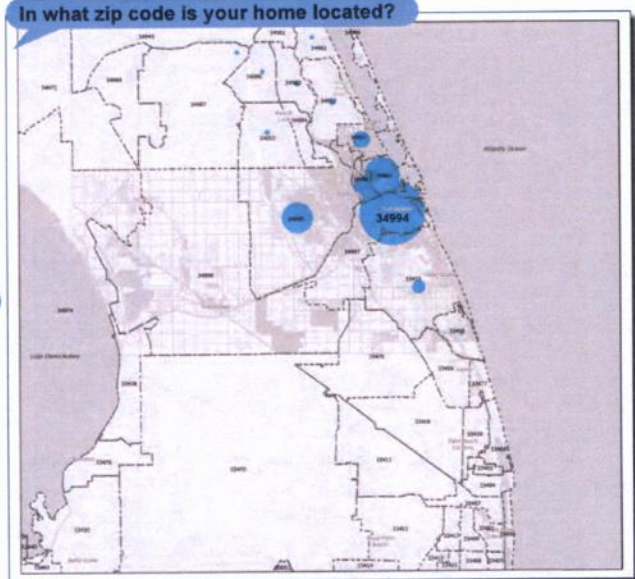
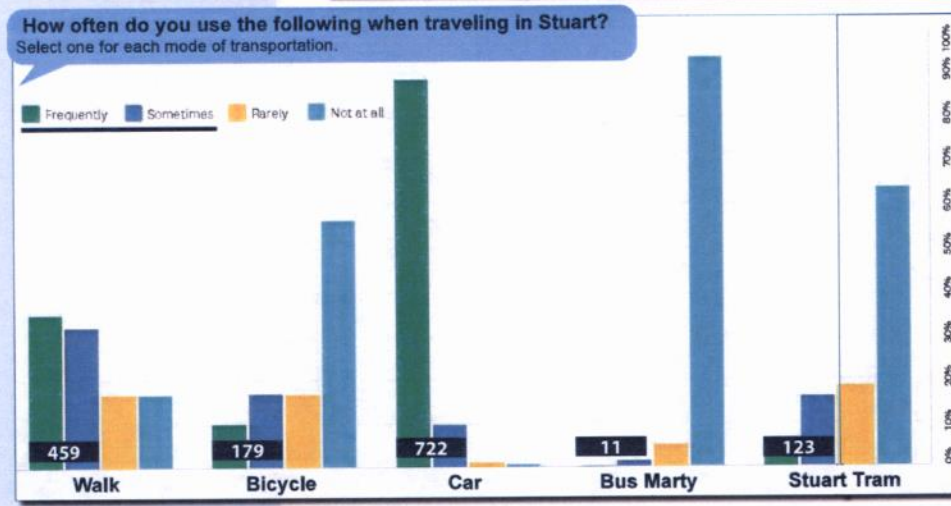
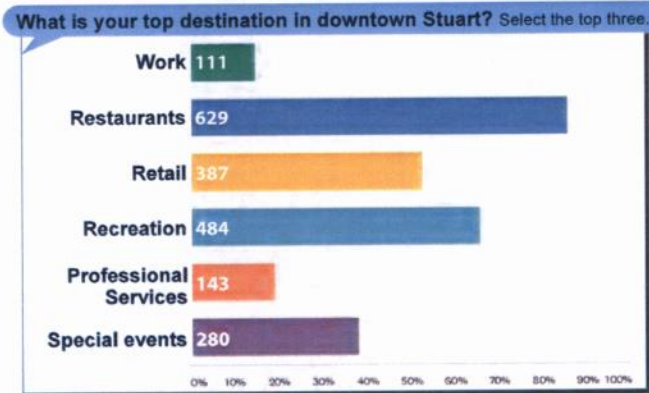
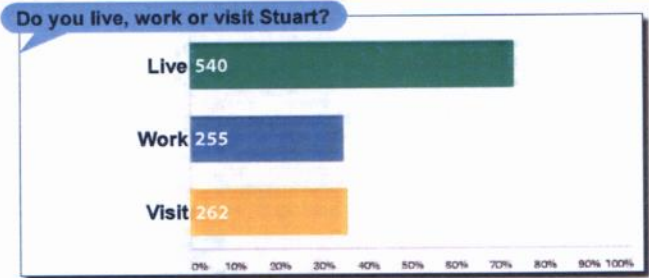
OUTREACH

COMMUNITY SURVEY

A community survey was conducted between November 12th and December 18th, 2020 and received over 700 responses. The survey was distributed through social media on Instagram and on Facebook. It was distributed through community organization groups and the local television news featured it in their evening program and online.

INDIVIDUAL INTERVIEWS

Individual interviews with over 20 individuals including each of the City Commissioners, Community Redevelopment Board (CRB) members, local residents and business owners were conducted between January and February of 2021. Interviews made clear the recognition of the potential in the study area and support for municipal improvements which would allow for more business to thrive in the area.



ABOUT THE TRIANGLE

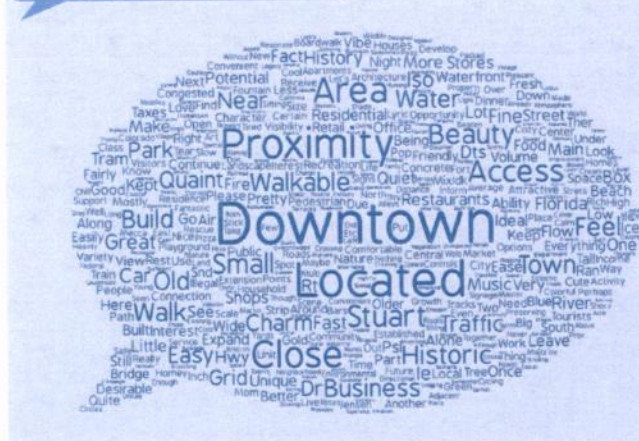
What words or themes do you feel resonate with this district?



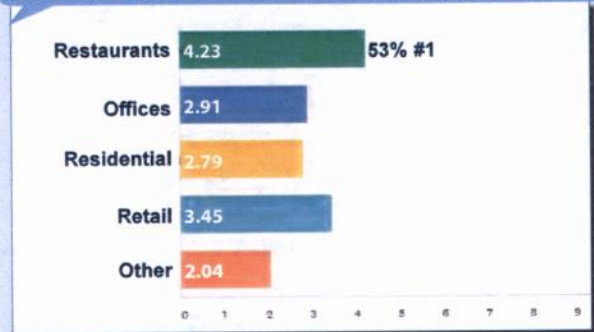
In the open ended responses, noted themes include Sailfish Square/District, and Railroad District as well as the one in the quote below which brought in another layer of Stuart history:

"South Ais Triangle named for the Indian Tribe that populated this area & North. Most villages would have been in an area like this close to the waters of intracoastal, river, and ocean. Stuart was a huge area for them."

What are strengths of the area?



What types of uses and business would you like to see in this district? Rank them in order of the most desirable to you.

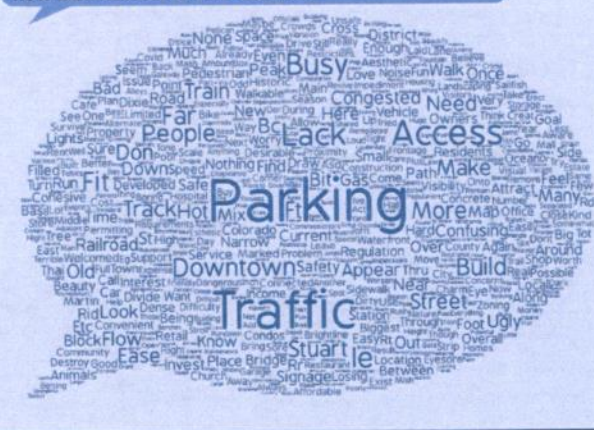


Restaurants received the most number one rankings with 53% of people placing that use at the top of their list. In the other category parks, greenspaces, open space and recreation where popular themes. The importance of uses that address the whole family including kids and teens were also mentioned.

Other, please specify



What do you feel are impediments for existing & new businesses in this district?

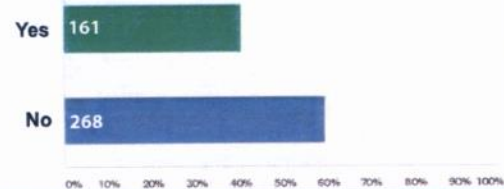


A clear strength of the study area is the location to the historic downtown, followed by the small town feeling created by the scale of the buildings and streets.

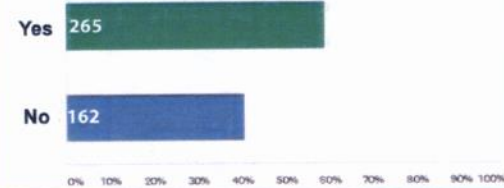
Along the inverse participants identified parking, traffic, access, confusing roads, a feeling of disconnection at the railroad tracks from historic downtown and a lack of foot traffic and activity from downtown as the major impediment.

ABOUT THE TRIANGLE

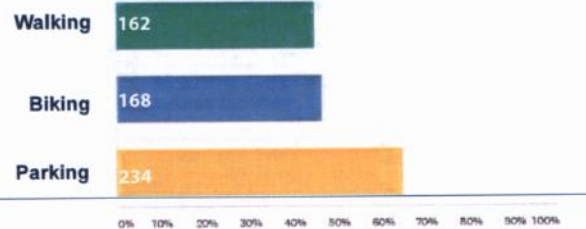
Have you used the Stuart Tram?



Are you familiar with the Sailfish Public Parking at SW Akron Ave and S Dixie Hwy?



Do you feel there are impediments to parking, biking or walking in this area?



Responses revolved around five major themes. Most comments involved improving the sidewalk, crosswalks, and adding parking via parking lots, on-street and parking garages. The tram was often mentioned as part of the solution to parking needs. Sidewalk comments included widening, providing clear paths and improving with shade and lighting. Related to the sidewalk, improved crosswalks and connectivity were mentioned frequently. Pedestrian crossing at roundabouts was noted frequently. Bike lanes or marked bike paths were suggested as often as more parking.

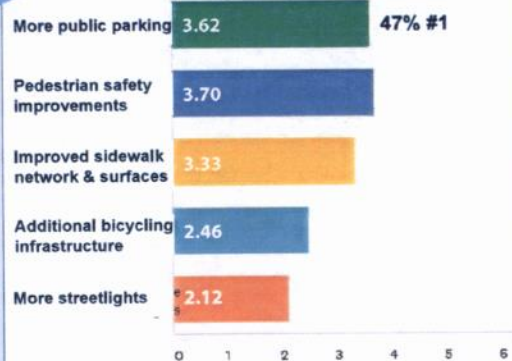
If yes, how could be improved?

Occurrence of Five Major Themes

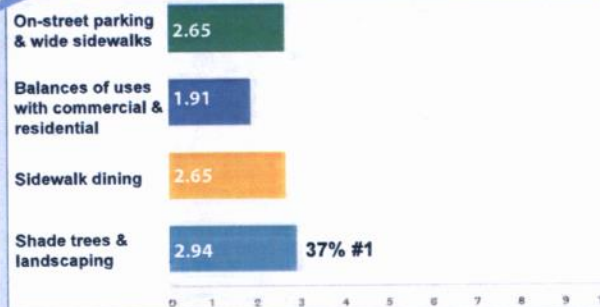
Add Parking lots or on-street	Add Parking Garages	Add bike facilities, or signage	Improve Crosswalks & Connectivity	Improve Sidewalks
28	24	28	22	36

Handwritten notes and comments related to the survey results, including suggestions for improvements and feedback on the survey process.

Which changes to the transportation system should occur in the district? Rank them in the order of most important to you, with a one being the most important.



Which public realm improvements do you feel would improve the district most? Rank them in the order of most important to you, with a one being the most important.

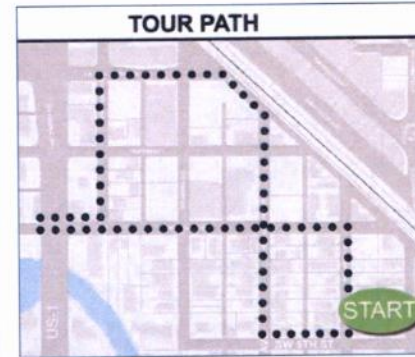


Shade trees and landscaping ranked the highest among the four choices with a 158 participants placing that at the top of their list. Shade trees and landscaping improve many aspects of a streetscape so it makes sense to place this at the top of any streetscape wish list. Shade trees and landscaping improve the sidewalk by improving comfort with shade. Landscape improves the attractiveness of a corridor for all users including drivers, pedestrians and cyclists and can do wonders for creating a sense of place. Shade trees that frame the road also work to further define the public open space and can have a speed reducing effect. Shade trees and landscaping when not fully appreciated, can be left out of budgets or are lost to other spacial constraints in the streetscape of which there are many in the study area.

VISION WORKSHOP

On Saturday, March 13, 2021, a visioning workshop and walking tour event was hosted by Treasure Coast Regional Planning Council and the City of Stuart. Over fifty people participated, including residents, business owners, elected officials, and City staff. The walking tour took the participants through portions of both study areas and provided firsthand experiences of the challenges and advantages in the district. The tour included a brief history of planning in the City, examples of mixed-use neighborhoods, and an introduction to Vision Zero and Complete Streets.

Feedback was provided through questions and answers along the walk and at “mini-presentations” which were facilitated by three presenters. When the tour was completed, participants were encouraged to test their road improvement concepts with the Complete the Street exercise as well as to provide feedback to facilitators at tables where they were scribed onto maps. Additional feedback was emailed by some of the participants. Feedback ranged from very general to very specific.



SUMMARY OF CONVERSATION BY AREA

BOTH DISTRICTS

- Broad support for mixed-use neighborhoods and projects was expressed.
- Maintaining a small-town and quaint feel continues to be an important quality of Stuart. Concerns for maintaining that are often expressed with comments or questions about appropriate height and density. That said, locations along US1 and in the Triangle District were seen as appropriate places for height and density by residents.
- Historic structures are a benefit and set the tone of the neighborhood. As one participant said, “We lose charm and character with every demolished historic structure. There is nothing that can replace the authenticity of historic original structures. So few remain, and those that are left need protection. Celebrate and acknowledge all existing historic structures within the CRA and Main Street boundaries.”
- The importance of more greenery with parks, landscaping, and bulb-outs was expressed repeatedly.
- There was interest in adding fitness stops along the creek and the Sailfish Healthy Trail.
- Landscaping shrubs are often higher than 18” and need to be trimmed to promote visibility pedestrians for vehicle drivers.
- For bike lanes, a preference for the buffered bike lane as opposed to the paint where feasible was expressed. The paint can be slippery for specific types of bike tires.

ABOUT THE TRIANGLE

IN THE TRIANGLE DISTRICT

- There was broad support for restaurants and shops in the area. Many expressed seeing the District as an extension of the Historic Downtown with a town square.
- A large site of approximately 5 acres currently occupied by the First Baptist Church of Stuart in the district has been recently listed for sale. Naturally, there were conversations about the future of that site.
 - Concern was expressed that a large hotel could absorb all the hotel demand downtown if one were to move into the site.
 - The site was also noted as an opportunity to add improved landscaping to the narrow sidewalks and public park space to the City.
- The circle at SW Akron Ave, S Dixie Highway, SW Joan Jefferson Way poses challenges for the visibility of pedestrians. It was advised that relocating the crosswalks further back from the circle would increase visibility and make a safer crosswalk.
- Public Parking needs not being met with current signage.
- Exposed chain link fences do not benefit the district.
- Shade trees and bulb-outs would benefit SW Ocean and Albany for the speed, safety, and comfort of pedestrians.
- The district is a good candidate for sharrow markings and signage.
- A need for lighting at the parks along the Frasier Creek was identified by a participant.
- There is interest in a pedestrian overpass especially if it could become a destination of itself with seating and views of the water and downtown. Locations cited include the end of SW 3rd Street.



TOUR OF THE PLAN

MOBILITY & CONNECTIVITY

DETAILED MASTER PLAN

As part of the study, each street in the district was analyzed, and recommended improvements were illustrated. A set of plans can be found in Appendix A for existing conditions and Appendix B for recommended conditions and redevelopment concepts. Recommendations reflect the a community direction to create an active downtown neighborhood which is an extension of the successes of adjacent districts. The foundational goals for the proposed recommendations include the following:

- improve mobility for all users
- promote a district parking approach
- encourage infill redevelopment

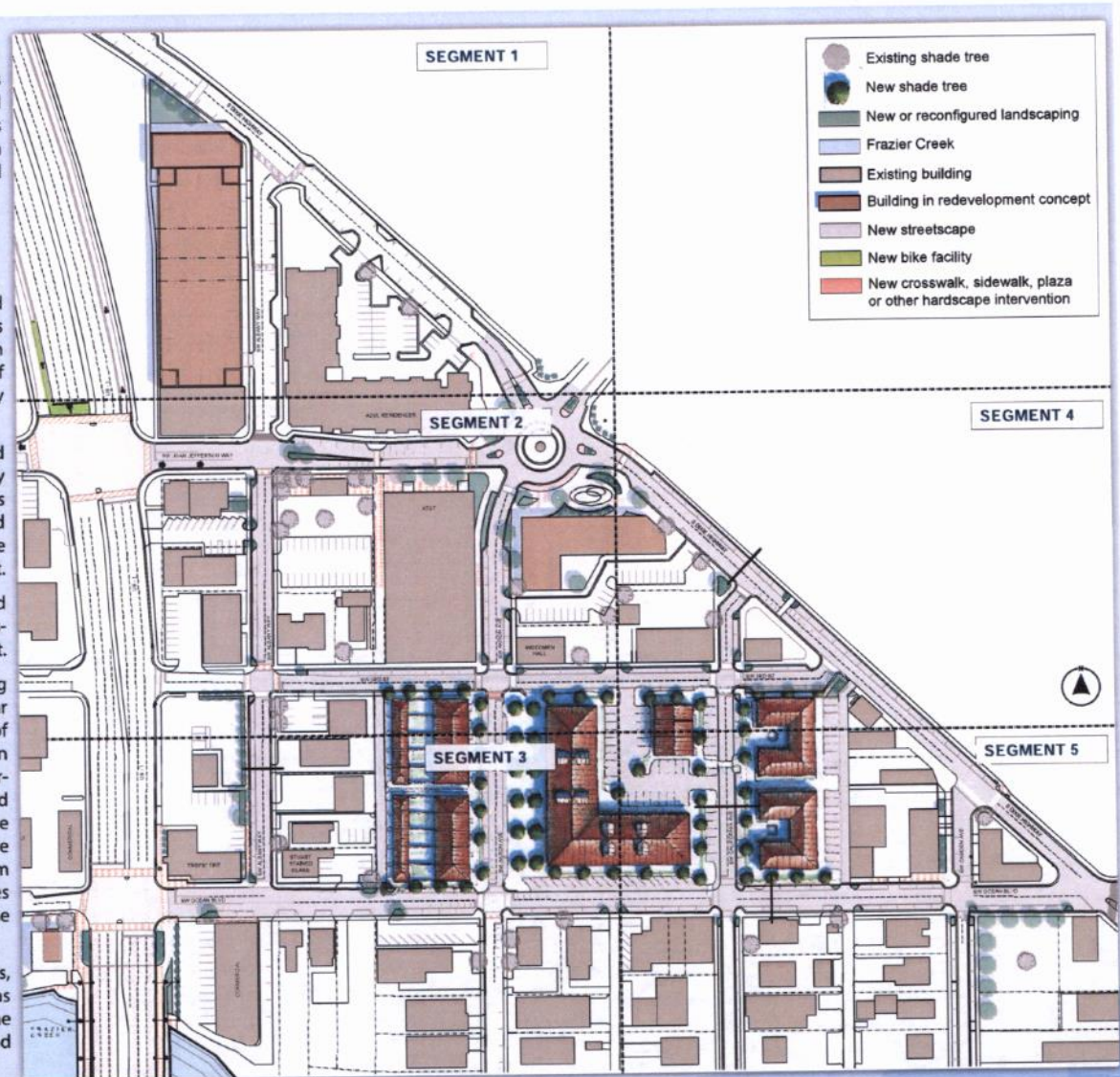
Numerous crosswalks were found to be missing and are illustrated in recommended locations. A design is provided for each street that maximizes on-street parking opportunities and indicates driveway consolidation where feasible. Where spaces are not large enough to accommodate vehicles, the plan recommends dedicating space for bike racks and golf cart parking. On SW California Avenue and SW Akron Avenue, the recommended two-way direction of travel is shown.

The complete network of streets and alleys is a key asset the City should protect and enhance, and therefore, the plan recommends retaining all public rights-of-way. The fully implemented network of streets is ideal for promoting a walkable compact neighborhood as exists in the neighborhood to the south and the historic downtown to the west. Streets and alleys are the magic that makes a mix of uses and adaptive design. They are the infrastructure that small scale development and business depend on to function in an urban environment.

With the exception of US-1/Federal Highway, all streets in the study area have a posted speed of 25 MPH, and most include a 40' right-of-way. Considering the speed and narrow rights-of-way, marked sharrows may be the most appropriate type of bicycle facility in the District.

Many utility poles interrupt the existing pedestrian environment. Under-grounding of utilities including power by FPL is an opportunity not just to clear the sky but to clear the sidewalk and create a more desirable walking environment. FPL is in the process of hardening its electrical grid. Hardening has focused first on the highest voltage portions in the network. Already hardened lines, in most cases, tend to be cost-prohibitive to bury after-the-fact. In the study area currently, there are not yet hardened distribution poles that could still be relocated underground. Additional coordination with AT&T and Comcast would be needed to remove many poles entirely. Jensen Beach, Rio, and the Town of Sebastian have either had utility lines undergrounded or are undergoing the process as part of the Storm Secure Underground Program to help FPL meet its reliability criteria. Other communities may have an opportunity to pay the difference to underground lines that would otherwise be hardened with more traditional poles.

Each roadway project should include innovative stormwater solutions. Permeable pavers, asphalt, and concrete for alleys, surface lots, and on-street parking are recommended as well as exfiltration. Curb design should allow stormwater to enter rain gardens within the streetscape as well as surface lots to maximize the potential for stormwater storage and treatment.



PARKING

One of the key goals of the Triangle District Master Plan is to promote a compact, walkable neighborhood that is reinforced by a district-wide parking program. Areas within this condition will have different parking needs and remedies. For those properties within the District, the recommended parking regulatory modifications are suggested.

PHASE 1: ASSESS THE REQUIRED ON-SITE PARKING STANDARDS

Under the current code, 80 parking could meet the required parking for approximately 24,000-sf of office or retail at the rate of 1 per 300-sf, but those 80 parking spaces can meet the required parking for only approximately 8,000-sf of restaurant. The required parking for restaurants at 1 per 3 seats plus employees is much higher than other uses and is a deterrent to establishing new restaurants in the study area. Another complicating factor for district parking where a park-once environment is promoted and desirable, the number of very specific standards based on use requires a reassessment of required parking for property owners even when changes in use occur within types of office and types of restaurants. It would be a benefit to simplify the categories of required parking to allow easier change between uses over time. In addition, consider allowing businesses to count the on-street parking in front of their businesses towards the required parking.

PHASE 2: ADVANCE COMPLETE STREETS

In addition to streetscape recommendations in Appendix B allows the City to provide approximately 50 more public on-street spaces when there is a full buildout of recommendations. This can be a tremendous economic benefit for businesses. An often-cited metric from the Fort Collins Downtown Retail Assessment Report found that in a thriving retail district "each [on-street parking space] can generate up to \$300,000 in annual retail sales." The City should continue to assess progress made on parking recommendations from *Future Parking Needs Analysis* in the 2018 study. Recommendations regarding bike racks, golf cart parking, valet parking, and curbside management should be expanded into the study area. Those recommendations are included in Appendix C for reference. The Triangle District study area corresponds with Zone 3 of the parking study.

PHASE 3: UNLOCK SHARED COMMERCIAL PARKING

Utilizing the same parking over more hours in the day benefits customers by bringing them closer to the goods and services and allows them to bring business to multiple destinations. There is a greater efficiency of parking spaces when customers park once for goods and services. This principle is often applied to commercial plazas and mixed-use projects. It can also be applied to walkable downtown districts like the study area. Concerns for property owners should be offset by a City managed program. The program should provide incentives like lighting, cameras, and signage similar to municipal surface lots which are a benefit to property owners. Improving the existing asphalt not only maximizes available parking spaces but improves walkability and supports work done in Phase 2.

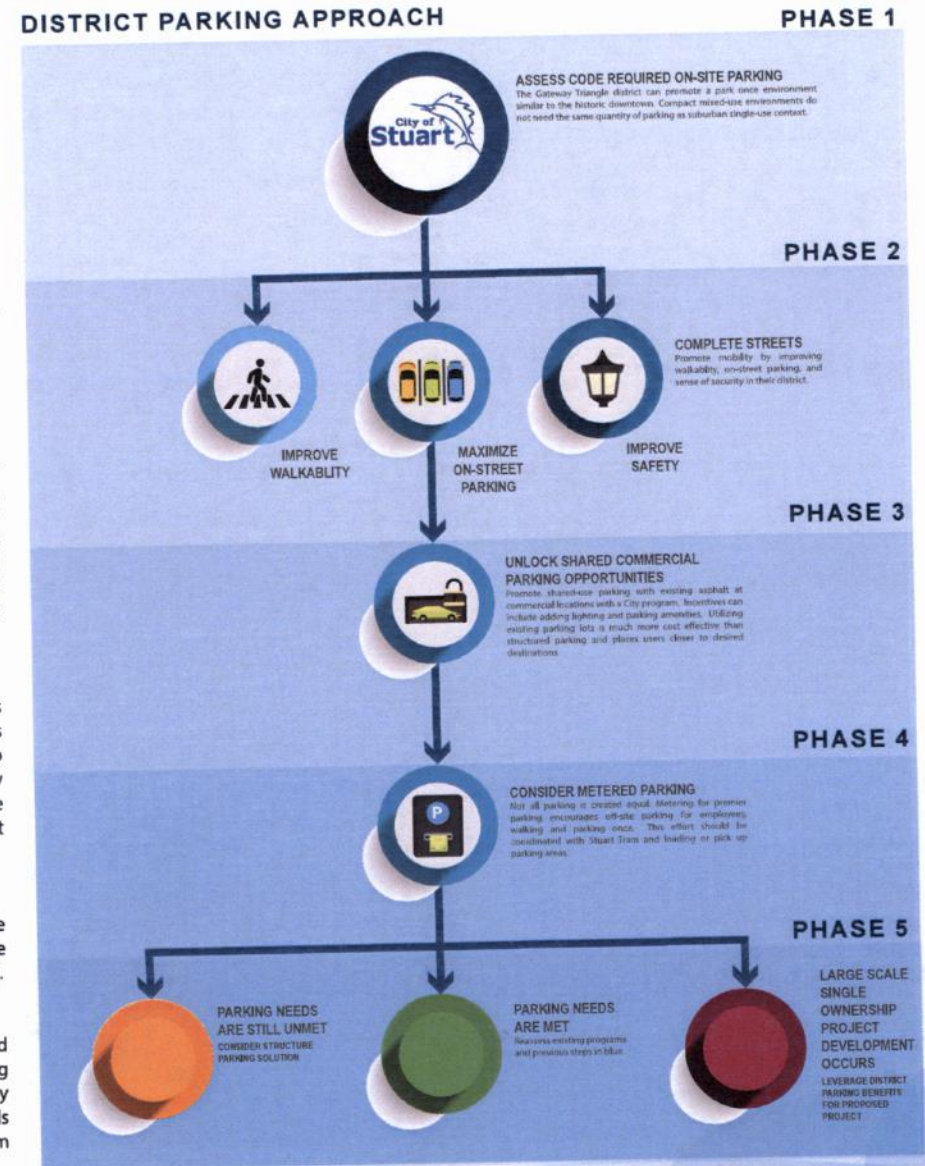
PHASE 4: INTRODUCE METERED PARKING FOR PREMIUM SPACES

Not all parking is created equal and free parking is not free. Much has been written about the cost of providing free parking. The *Future Parking Needs Analysis* provided recommendations on how a premium paid parking program could be implemented. It promotes alternative means of mobility including micro-transit like the Stuart Tram, cycling, and walking.

PHASE 5: REASSESS PARKING NEEDS

A parking garage is a multi-million-dollar public investment. Every other opportunity to improve the walkability and add parking should be investigated before a municipal parking garage is considered. A garage will only be effective in meeting parking demands and benefit the City if the streetscapes between the structured parking and destinations have already achieved walkability and a sense of place which is safe and desirable. A parking garage will go underutilized if those goals are not first met in Complete Streets. In Section 6.01.19, the City has already adopted a Payment in lieu of parking program (PILOP). The City may consider modifications to the payment amount and limits to quantities outlined currently.

DISTRICT PARKING APPROACH



STRUCTURED PARKING

If the City has utilized every tool at its disposal to address parking needs, and a parking garage is still found to be merited, careful study of potential sites should include:

- The efficiency of the site for maximum parking yield per square foot. Regular, rectangular structures with right angles are more efficient. A building length of at least 250' and widths greater than 100' are better since they allow for more efficient use of necessary ramps;
- The least impact to important City assets. Parking garages should not negatively impact existing views, buildings, important City amenities, require significant loss of right-of-way or possible development opportunities; and,
- The typically walking shed of structured parking is 500'-750'.

The illustrated location on SW Akron Avenue north of SW Joan Jefferson Way would serve the most study area and some of the Old Downtown District with a 750' walking shed, which could be accessed from S Dixie Hwy and SW Joan Jefferson Way. Most of the site is currently occupied by a surface parking lot. In the existing small plaza to the north, current tenants could be relocated to a commercial liner within the same footprint they are in today, but only with a view that faces the St Lucie River, the bridge, and a small park instead of facing the parking lot as they do today. Facing businesses to the pocket park, the views, and street help to activate the park and existing sidewalks. Activity improves safety by bringing eyes to the street, and more desirable experiences to customers. Because the site has lower viability and is without alley access, it is a more difficult site for potential redevelopment. Since the Roosevelt Bridge and the existing office building to the south already shield the structures from view, the site only has two visible facades. Other sites in the area do not have the same potential block length or are desirable locations with prominent viability in the City for uses other than parking.

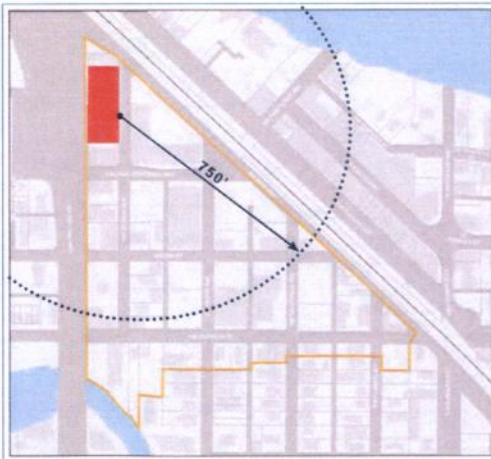
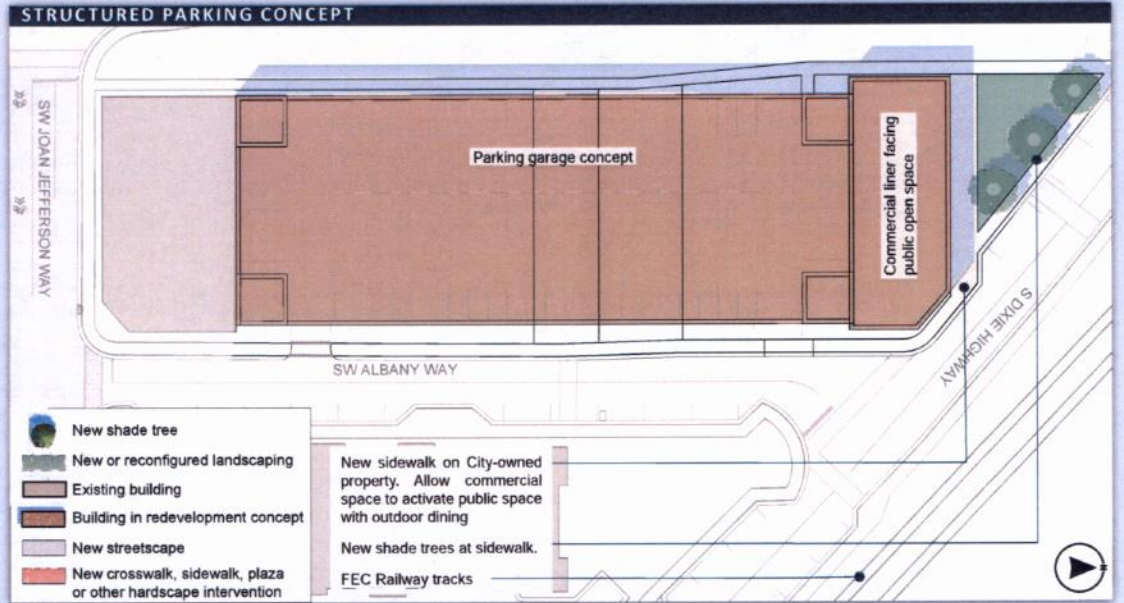


Figure 24 Above image of the Selby Parking Garage in Sarasota, FL

Figure 25 To the left image of the Balet Valet Parking Garage located in Miami Beach

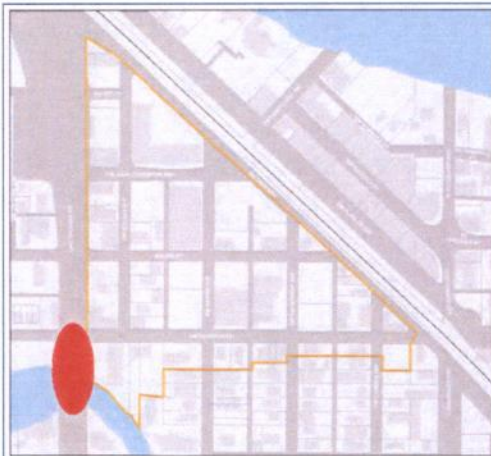
MOBILITY & CONNECTIVITY

SW OCEAN BLVD & FEDERAL HIGHWAY INTERSECTION

SW Ocean Blvd continues over US-1/Federal Highway and is an important connection to the City in particular for pedestrian traffic. Shepard's Park is a popular park for its playground, kayak, and boat launch. It is included in Healthy Walk trails designated by the City. Small hotels and the Sunset Bay Marina & Anchorage bring tourists to the area. At this intersection residents, including families with strollers, and tourists are often seen crossing US-1/Federal Highway by foot or Stuart Tram.

FRAZIER CREEK BRIDGE

The intersection is adjacent to the Frazier Creek Bridge. For most vehicles, the bridge is unnoticeable as it is flat and indistinguishable from the rest of the roadway. Because the bridge is flat, it prohibits even the smallest of watercraft to navigate below it especially as the tides change. The inland creek is then effectively cut off from the south fork of the St Lucie River from properties beyond the bridge. With sea-level rise and the impact of king tides, this will become even more the case. The creek continues to the east below S Colorado Avenue and adjacent to S Dixie Highway where Burner Pond Park is located.



CONCEPTUAL IMAGE RECOMMENDATIONS AT FRAZIER CREEK BRIDGE & CITY-OWNED PROPERTY



IMAGE OF BRIDGE & EXISTING CITY-OWNED LEASED PROPERTY



IMAGE OF NORTHEAST QUADRANT OF INTERSECTION

MOBILITY & CONNECTIVITY

BRIDGE DESIGN

The study revealed an opportunity to create a gateway moment for downtown and the City as well as improve the safety and functionality of the intersection and bridge. On the southwest corner of the intersection is a City-owned lot that is currently leased. The aesthetic should be consistent with City brand standards and gateway features to the north on US-1/Federal Highway. When Frasier Creek Bridge is replaced, it should be built with a slight hump. The vertical deflection acts like a speed table to control speed while emphasizing the importance of the creek and the waterways within the City. The extra height could afford a more comfortable passage of small craft with less impact from tides and benefit the connection to the City-owned dock at SW 6th Street and SW Camden Avenue. The bridge should include a change in texture and design from the road to the north and the south and be widened to accommodate a 10' shared-use path. Currently, the sidewalk is a narrow 5' width and is without bike facilities.

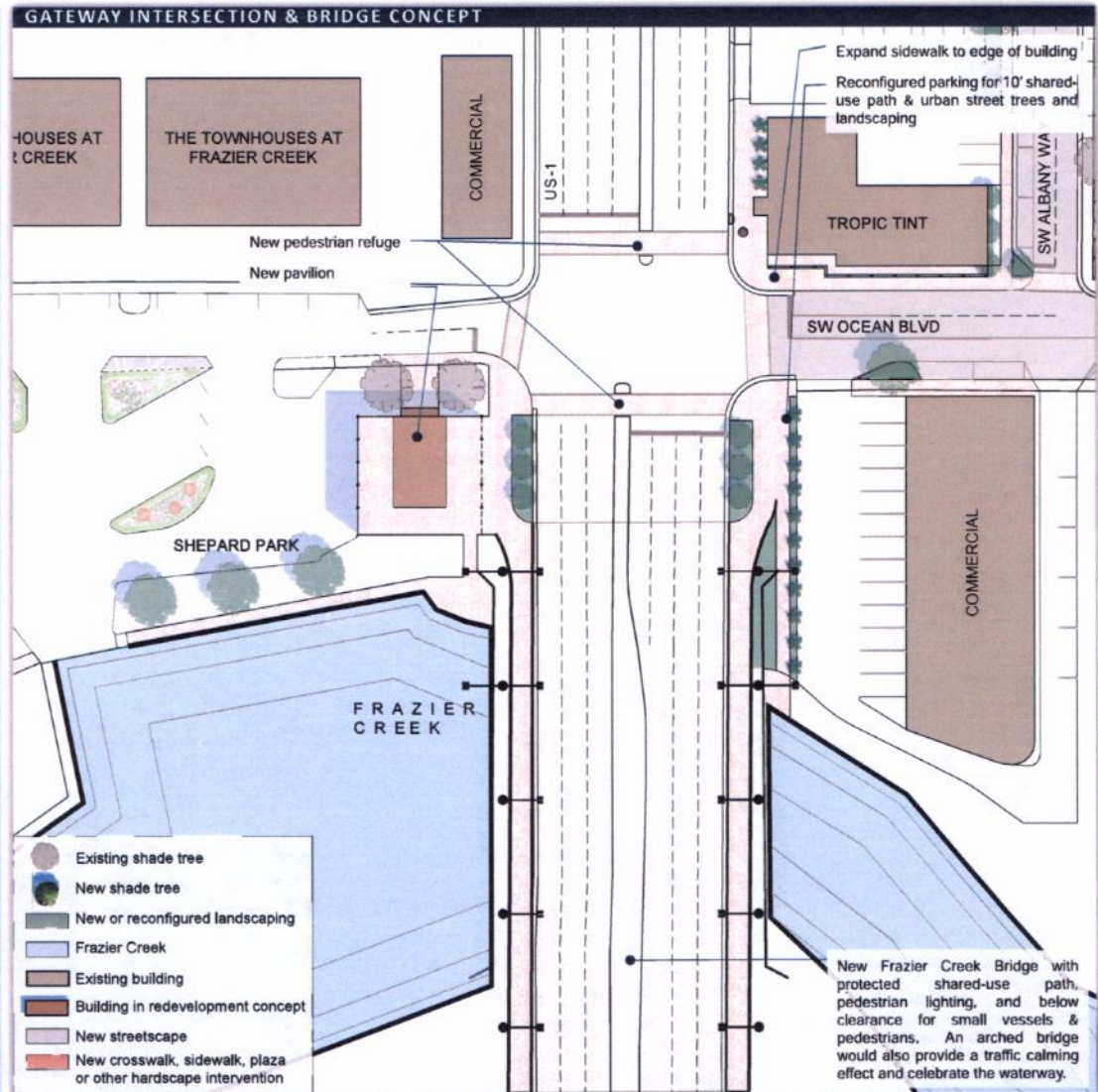
Increased head-clearance below the Frazier Creek Bridge could also be an opportunity to extend a pedestrian path from Shepard's Park along Frazier Creek to the east side of US-1. An example of a similar sidewalk path occurs at the bridge for the FEC railway to the north. A connected path of green public spaces was a concept for Stuart introduced in the 1988 Charrette and this would advance that concept. Pedestrian lighting and sightlines would be necessary to ensure the space is comfortable and inviting for users. Additional study would be required to verify the feasibility.

PEDESTRIAN ZONE

In addition, care should be made to improve the sidewalk conditions around the bridge and intersection. Large arterial FPL poles interrupt the sidewalk and are extremely difficult to maneuver around particularly if on a bike or in a wheelchair. In the illustration to the right, the east side depicts the City acquiring a sidewalk easement or right-of-way to provide a 10' landscape buffer and a 10' sidewalk. Existing parking could be reconfigured to parallel parking. On the commercial lot, the site still would retain 20 on-site parking spaces. The 10' shared use path accommodates both bikes and pedestrians and is much improved from the existing conditions for access and accessibility. Added trees help to frame the street and slow traffic. The additional landscaping is an opportunity to improve stormwater by providing pervious ground and maybe an opportunity for a small rain garden. Planting would need to follow FPL's Plant Right guidelines and the necessary setbacks required by FDOT.

On the west side, the City owns the property. The illustration again shows an added landscape strip and a 10' shared use path. The existing building is replaced with one that could be more flexible in its use while keeping the existing specimen trees on site. Open-air porches lend the building to be a civic pavilion, a small restaurant, or maritime-focused recreational retail space. The building includes a reference to the importance of maritime navigation to the history of Stuart.

New pedestrian streetlights with banners typical of the downtown are recommended. The intersection and crosswalks are rendered with a stamped texture. The pedestrian crossings include pedestrian refuges to improve conditions when crossing the 100' space of travel lanes on US-1/Federal Highway. Stamped textures, deflection, and painting at SW Ocean Blvd and US-1/Federal Highway will need to be coordinated with FDOT and may require maintenance agreements from the City.

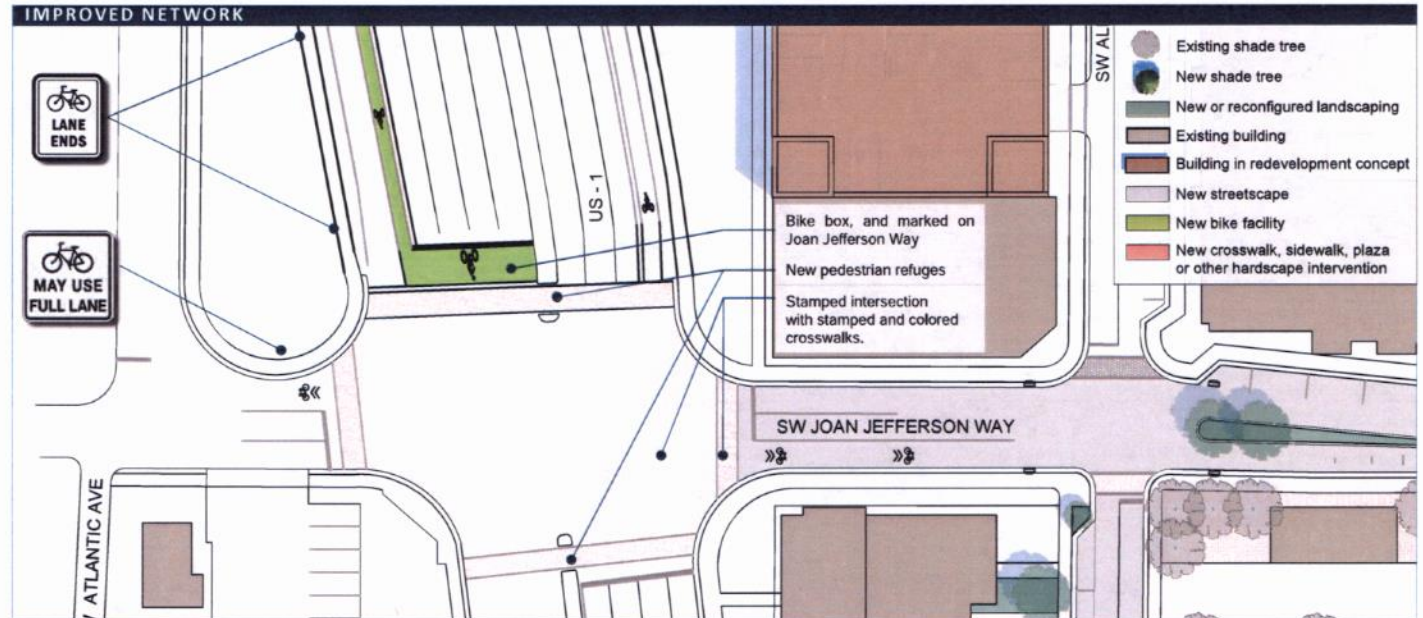


MOBILITY & CONNECTIVITY

BIKE NETWORK AT SW JOAN JEFFERSON WAY

FDOT has recognized the critical need to address the abrupt terminus of an existing bike lane at the base of the Roosevelt Bridge. The constrained right-of-way does not allow the bike lanes to continue. Long-term, a shared-use path of a 10' sidewalk should be configured along US-1/Federal Highway to accommodate cyclists and pedestrians. In the near term and as an alternate route, SW Joan Jefferson Way and SW Atlantic Avenue should be marked with sharrows and warning signage regarding the end of the bike lane. Additionally, curb cuts need to be managed on the south side of SW Joan Jefferson so that cyclists approaching the sidewalk can quickly move onto the sidewalk. A bike box is also recommended as a means to allow cyclists to turn onto SW Joan Jefferson Way towards downtown.

Figure 26 National Association of City Transportation Officials (NACTO) reference included for bike box design guidance.

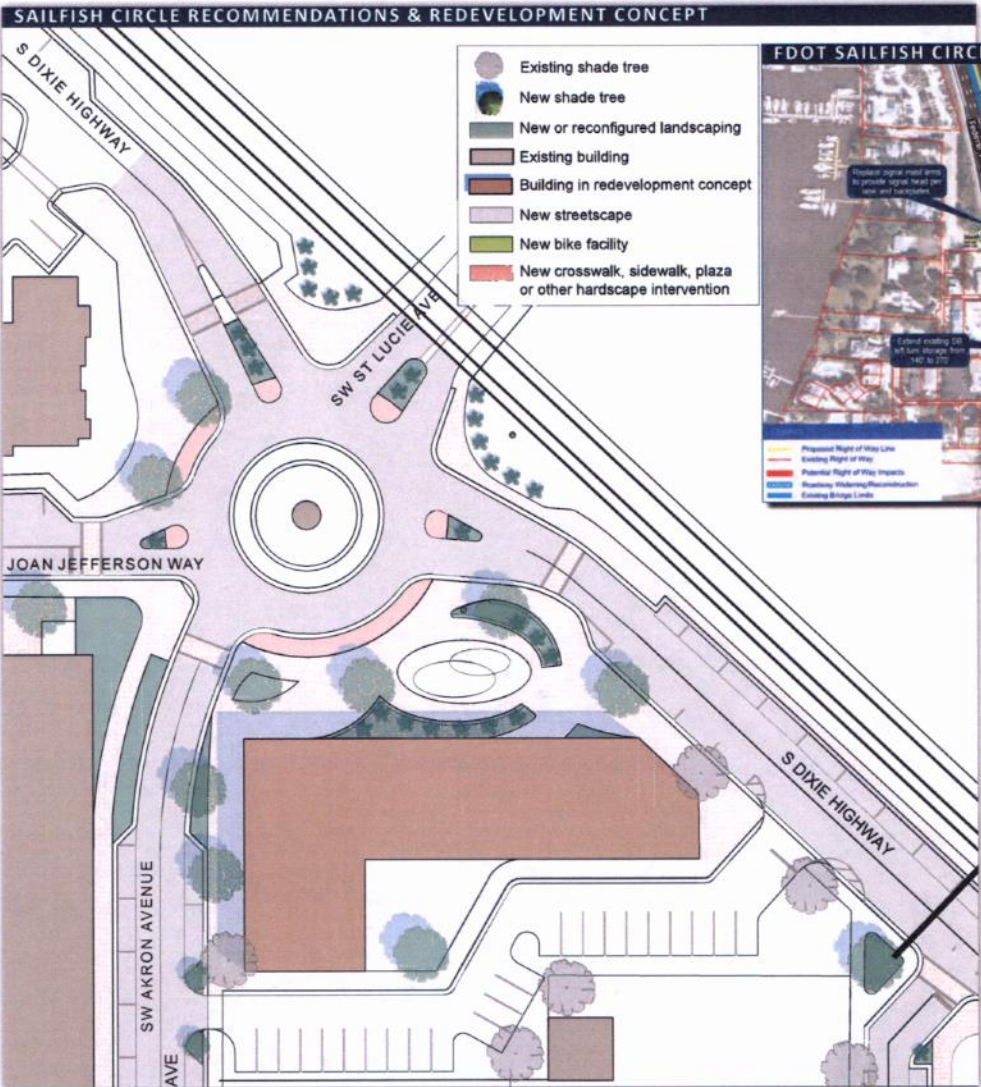
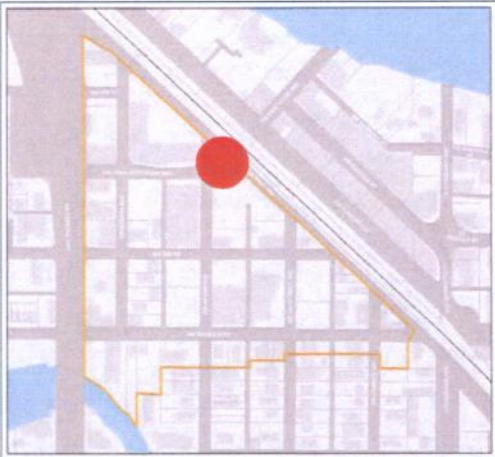


MOBILITY & CONNECTIVITY

SAILFISH CIRCLE

The Sailfish Circle is a beautiful roundabout in the City in a complex intersection with five-streets meeting adjacent to the railroad tracks. Unfortunately, the scale of this roundabout and lack of deflection has raised safety concerns for vehicles and pedestrians. For vehicles traveling along Dixie to S Dixie Highway or S Dixie Highway to SW Akron Avenue, there is very little need to turn your wheel, or deflection in the maneuver. Deflection is an important design intervention for reducing speed. Reducing speed increases the driver's ability to see the context. In addition, many participants in public outreach noted the lack of visibility of pedestrians due to the proximity of crosswalks to the circle. A solution for both of these concerns would be a reduction in the size of the circle, which is drawn to the right.

FDOT recently studied this intersection in the *Concept Development Report for SR 5/US-1 at SW Joan Jefferson Way Planning Study*. Concepts 1 and 2 in the FDOT study also look at a redesign of the roundabout to a single lane configuration.



REDEVELOPMENT CONCEPT

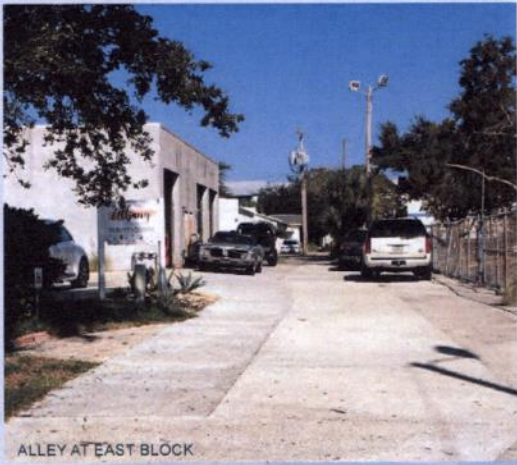
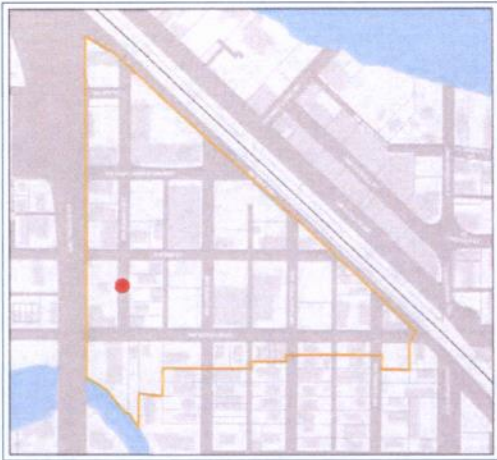
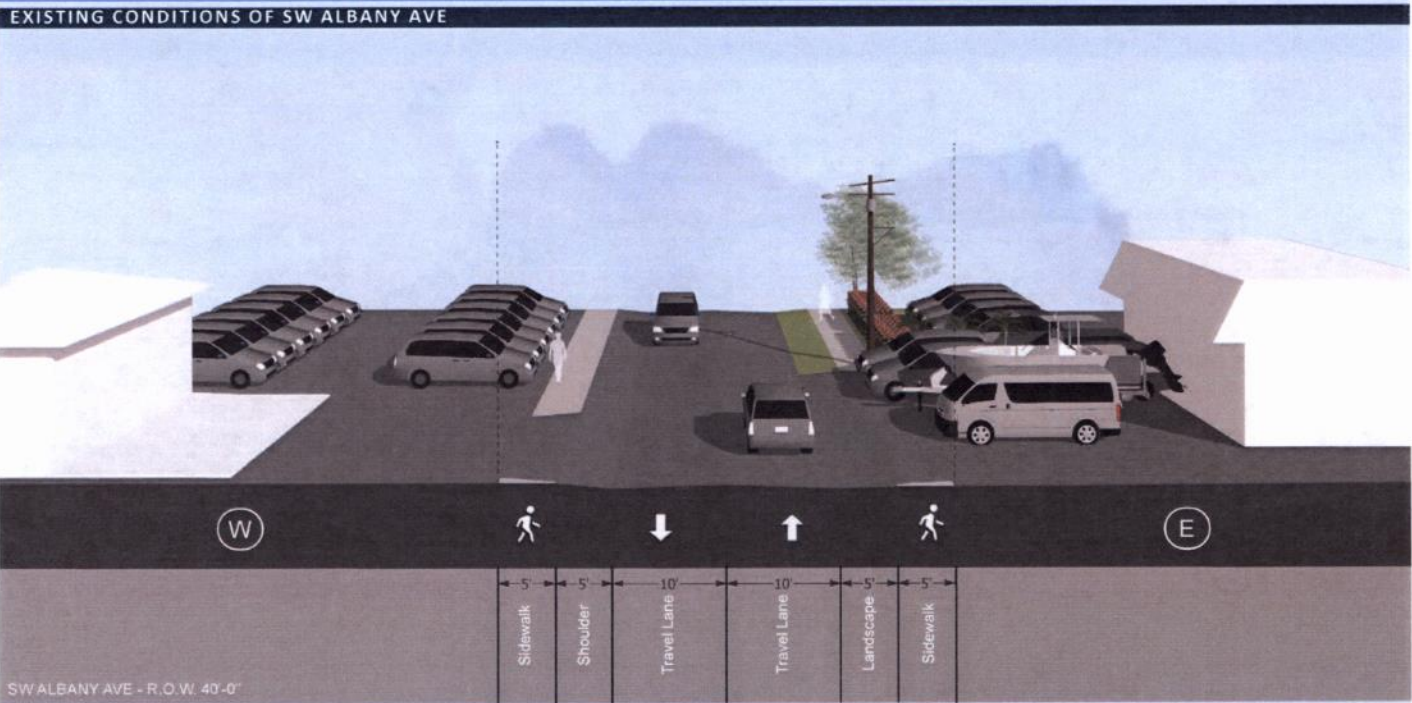
The current Sailfish Parking is a useful surface parking lot, but its location along a primary road and a connecting property between Old Downtown District and Shepard's Park neighborhood make it a desirable redevelopment opportunity as well. Active mixed-use development in this location would help to bind the two districts together and create a destination within the study area all its own. An 11,300-sf footprint building is illustrated in the redevelopment concept along with 24 parking spaces remaining on site. The site has an odd shape that can allow for unique public gathering spaces and outdoor dining. A very visible corner, the public space should be green with landscaping and include interactive elements. The reduced scale of the circle, would reduce the visual and auditory impact of vehicles passing as well.

MOBILITY & CONNECTIVITY

SW ALBANY AVENUE (SECTION 3A)

SW Albany Avenue is a north-south road with a 40' right-of-way typical for the study area. It is just 125' feet from US-1/Federal Highway. Stormwater infrastructure or on-street parking are not included in the street section until north of SW Joan Jefferson Way. There is a 5' sidewalk on both sides of the road, but it is often obstructed by vehicles and boats parked inside the right-of-way. No barriers exist between the sidewalk and travel lanes. At times the sidewalk, travel lanes, and surface parking are nearly indistinguishable from each other. There are few streetlights and no pedestrian streetlights.

The east block includes a rear alley which is serving as an important parking access point for the small business at SW Albany Avenue. The City has paved the alley with a pervious asphalt.

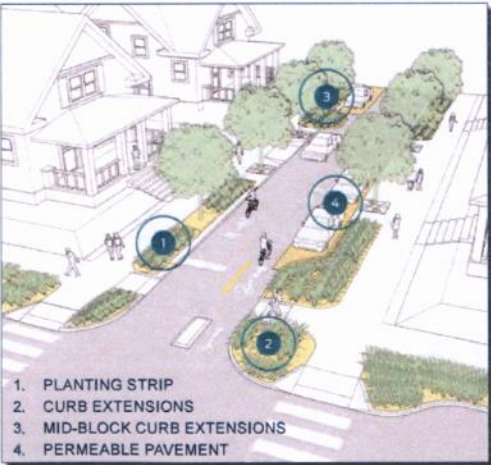


MOBILITY & CONNECTIVITY

SW ALBANY AVENUE (SECTION 3A)

With the 40' right-of-way the design concept includes on-street parking with landscape bulb-outs, maintaining a 5' sidewalk, reducing the travel lanes to 9'-6" and adding curb and gutter. This section could also be a curbless design with a valley gutter. What is important is to use road design as an opportunity to improve stormwater treatment and the quality of our waterways by adding pervious pavement and exfiltration drainage. Pedestrian lighting is illustrated in the design concepts. Due to the lack of space within the right-of-way, thoughtful placement is required. Ideally, lights will be placed inside bulb-outs at the beginning and end of each block, and on both sides of the street. In the scenarios illustrated, where surface parking lots about the sidewalk a landscape buffer is recommended. A required 10' landscape buffer is too onerous in an urban condition like the study area. The improved concept uses a 5' to 6' landscape buffer which is similar to what has been observed in the neighborhood on the other sites and achieves an appropriate screening for this context in defining the edges of the sidewalk without negatively impacting the existing property and its use.

NACTO URBAN STREET STORMWATER GUIDE



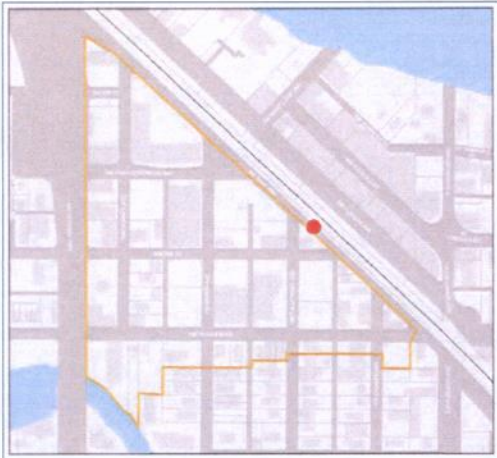
RECOMMENDED IMPROVEMENTS OF SW ALBANY AVE



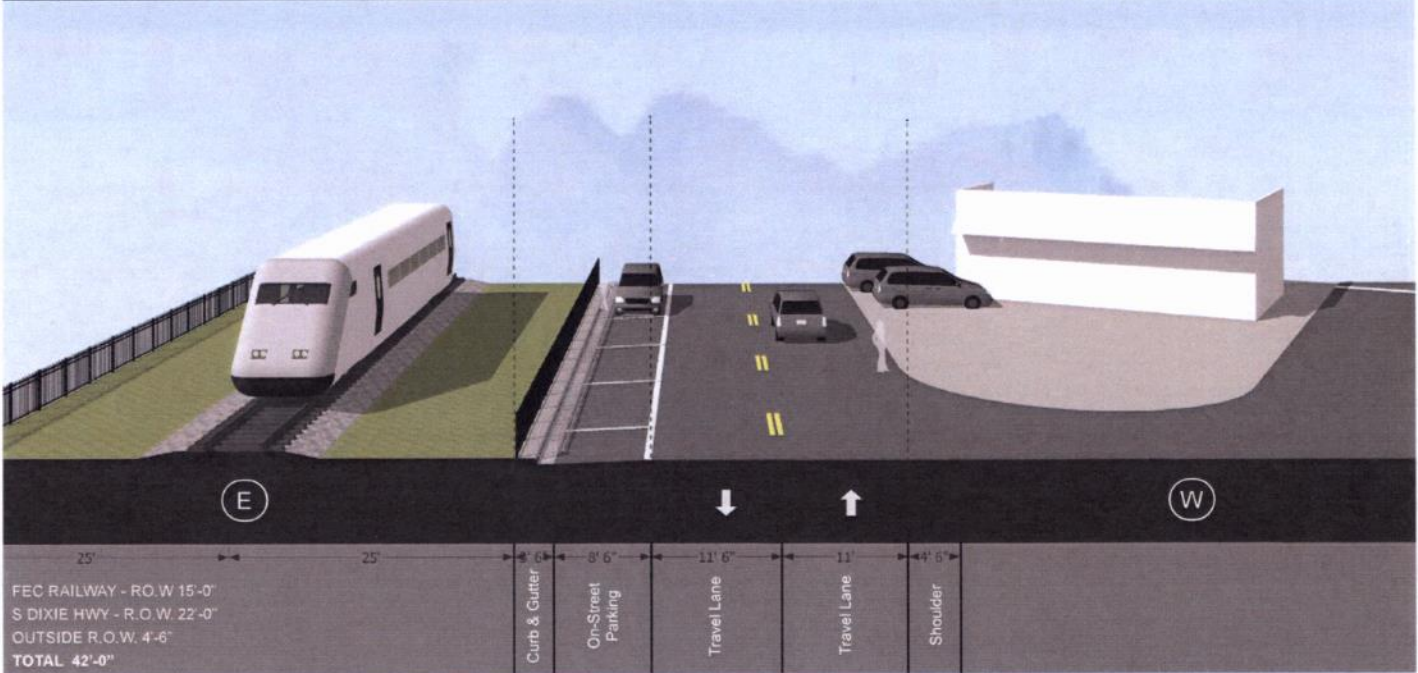
MOBILITY & CONNECTIVITY

SOUTH DIXIE HIGHWAY (SECTION 4A)

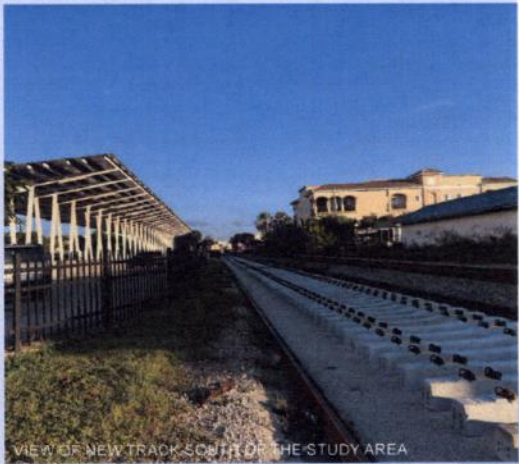
A unique right-of-way, S Dixie Highway in Stuart runs along the FEC Railway along the east edge of the study area. There is about 13' of property, which is leased to the City from the overall 88' FEC right-of-way. Another 25' feet of property is leased to the City on the east for additional on-street parking. As of June 2021, there is a single track within the 50' FEC Railway right-of-way that is not currently leased. A second track is planned and is currently under construction. To the north and south of the study area, they have made significant progress. If these 24 parallel parking spaces are to remain it is crucial for safety and their utilization that the missing sidewalk on the eastside of the road be addressed. On the west side of the road, there are significant portions of missing and poorly defined sidewalks and crosswalks. This recommendation echoes the recommendation from the *Future Needs Parking Study* to reduce the existing travel lane widths and provide a navigable sidewalk adjacent to the FEC and parallel parking as well as extending the fence along the length of the sidewalks until the appropriate crossing location. During site surveys, pedestrians were seen crossing the tracks where the sidewalk and fence ended.



EXISTING CONDITIONS OF SOUTH DIXIE HIGHWAY



GOOGLE EARTH IMAGE OF S DIXIE HWY



VIEW OF NEW TRACK SOUTH OF THE STUDY AREA

MOBILITY & CONNECTIVITY

SOUTH DIXIE HIGHWAY (SECTION 4A)

On the west side of the street, a defined sidewalk with pedestrian lighting is illustrated. Because of the narrow sidewalk, it is critical that consistent sidewalk paving extends to the building façade, and provides additional sidewalk width where allowed with existing buildings. Additional on-street parking is shown down SW California Avenue. At bisected blocks such as these triangle-shaped blocks along S Dixie Highway and the railroad, the best practice is to reduce the width of pedestrian crossing within the travel lane, increase deflection and prevent blind turns. See Appendix B, Segment 5 for plan detail.

As redevelopment occurs, an additional crosswalk will be needed at a midpoint between Confusion Corner and SW St Lucie Avenue. Near SW 3rd Street a midblock crossing is depicted. Where midblock crossings occur, they should be designed with curb extensions, speed tables, overhead pedestrian lighting, and lighting which illuminates the pavement for increased visibility. In-street pedestrian crossing signs are also encouraged and have been utilized in the district already.

The existing building which was a former auto repair shop is illustrated as a small restaurant with an extensive outdoor seating area. For a restaurant or any small business to move into this location, modifications to the existing parking code would need to occur. The site cannot effectively support on-site parking spaces. A buildout of the road could add five on-street parking spaces to the on-street parking inventory. Under the current code, the existing approximately 1380-sf building would require 5 spaces for an office or professional use, but a restaurant with three employees and 20 seats would require 10 spaces.

RECOMMENDED IMPROVEMENTS OF SOUTH DIXIE HIGHWAY

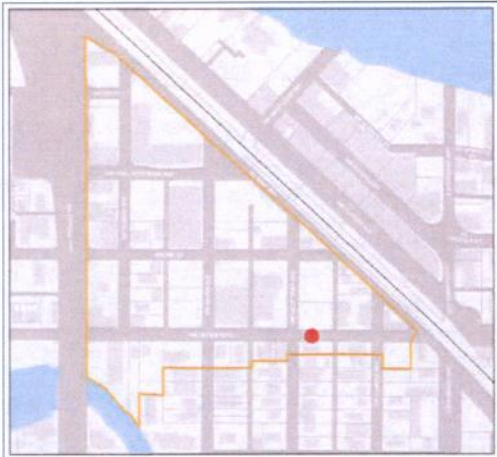


MOBILITY & CONNECTIVITY

SW OCEAN BOULEVARD (SECTION 5B)

SW Ocean Blvd includes many of the parts of a complete street including a sidewalk and on-street parking on both sides, but those sidewalks are woefully narrow at 4'-6" and with numerous interruptions from utility poles which further reduce the clear path. There are few opportunities for shade and very little landscaping. The best opportunity for a comfortable sidewalk is in the built portion of the First Baptist Church where a 1988 envisioned arcade for SW Ocean Boulevard was constructed.

The on-street parking is often overlooked and underutilized as a parking opportunity, and this may be partly because the pavement and painting done years ago have faded considerably and there are no curb extensions that define the parking spaces. The street is nearly absent of any gutters or stormwater infrastructure. To the south, there are some inlets and valley gutters, which lead to baffle boxes before outlets into Frazier Creek.



EXISTING CONDITIONS OF SW OCEAN BOULEVARD

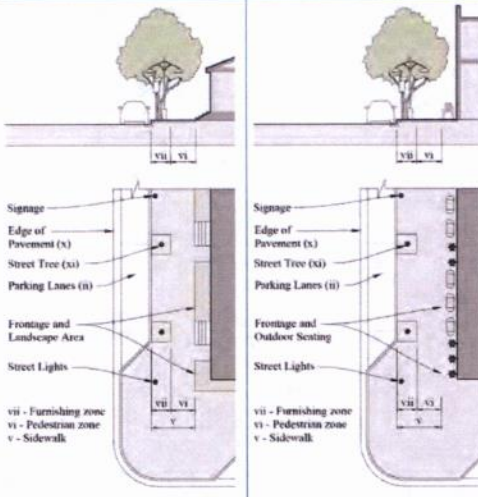


MOBILITY & CONNECTIVITY

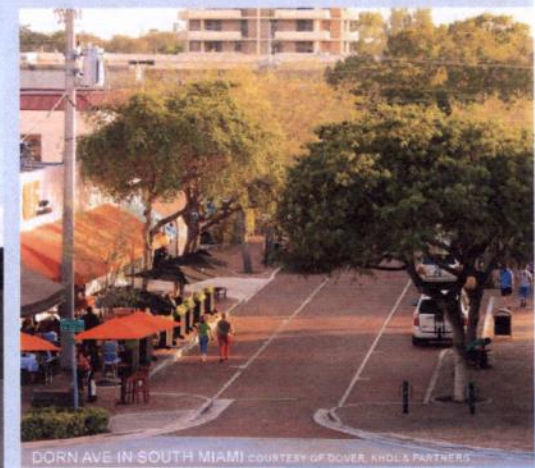
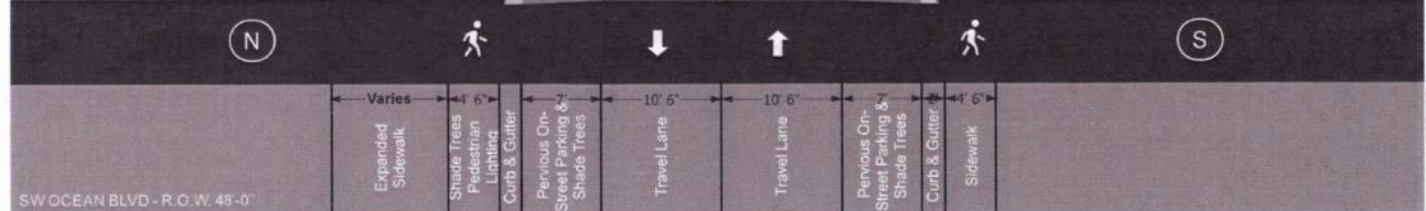
SW OCEAN BOULEVARD (SECTION 5B)

In the recommended concept, the oversized travel lanes are reduced from 12' to 10'-6" and a gutter is added. As in all of the recommended street sections, using a pervious pavement, pervious paver, or pervious concrete in the on-street parking is recommended along with exfiltration to accommodate larger rain events. On the south side where an existing historic cottage remains, the sidewalk is still 4'6" but the illustrated undergrounding of utilities allows existing obstructions to be removed. New streetlights again should be placed thoughtfully outside the clear pedestrian zone wherever possible. On the north side, an example of redevelopment shows how new buildings can be set back, and incorporated into the streetscape as an expanded sidewalk. Restaurants can utilize the expanded sidewalk for outdoor seating like in this rendering, or in the case of residential uses for small yards, stoops, or porches. In all cases, the clear sidewalk path should be a minimum of 6' with an additional minimum 2' furnishing zone for shade trees and streetlights.

RESIDENTIAL STREETSCAPE COMMERCIAL STREETSCAPE



RECOMMENDED IMPROVEMENTS OF SW OCEAN BOULEVARD

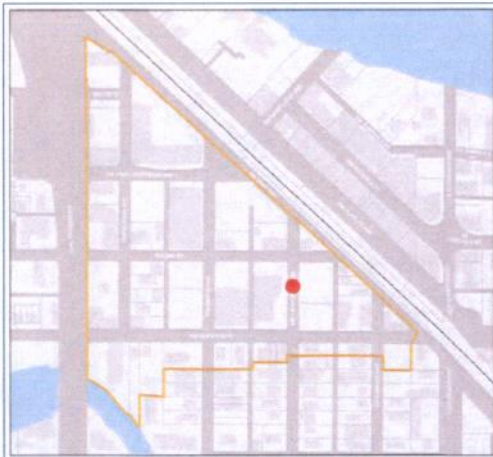
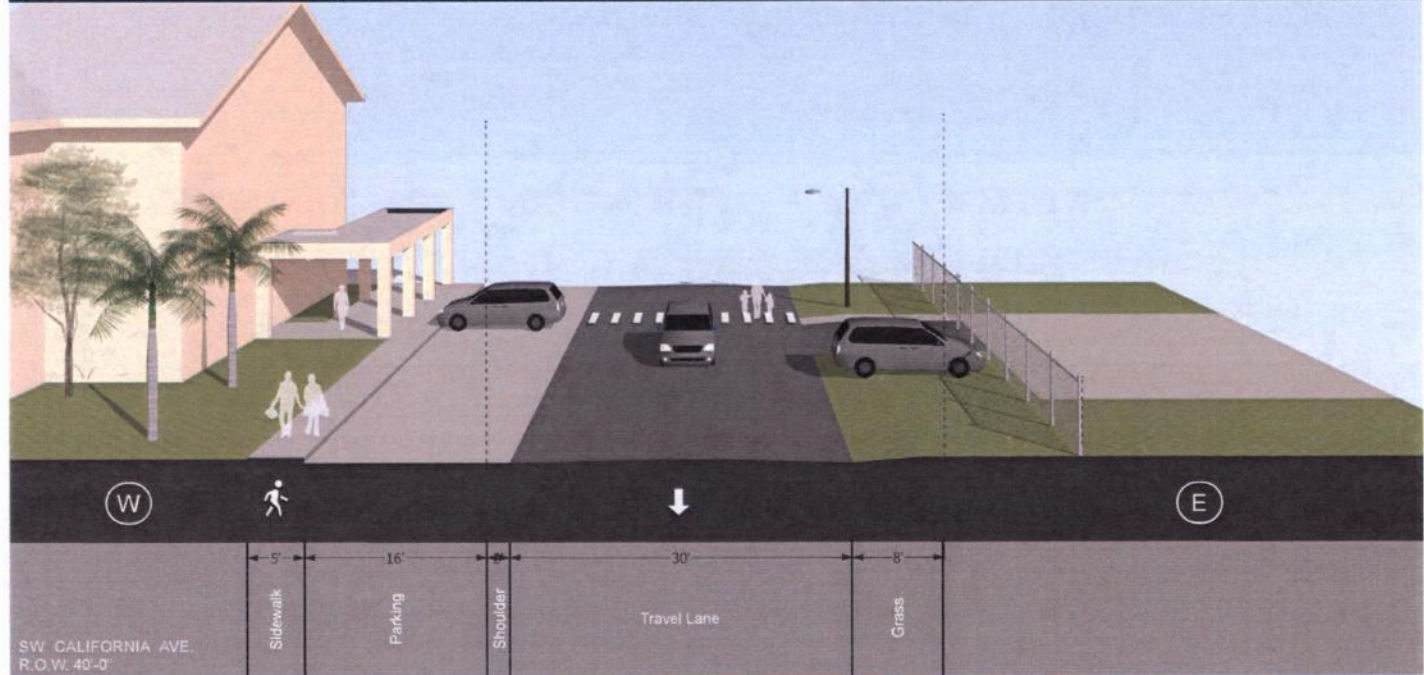


MOBILITY & CONNECTIVITY

SW CALIFORNIA AVENUE (SECTION 5A)

SW California Avenue bisects two properties owned by First Baptist Church of Stuart. To the west is the primary building and to the east is a grass playground area with a small storage building and chain-link and masonry fencing around the lot. The primary building has a sidewalk while the grass field does not. The road is the typical 40' right-of-way for the area with a posted speed of 25-mph. No gutters or stormwater management are included in this block of SW California Avenue. It is unique because the section is a one-way street and includes head-in parking on the church-owned property. The one-way road may have been a desirable configuration for the school pickup and drop-off for parent vehicle stacking, but it results in a 30' one-way travel lane.

EXISTING CONDITIONS OF SW CALIFORNIA AVENUE



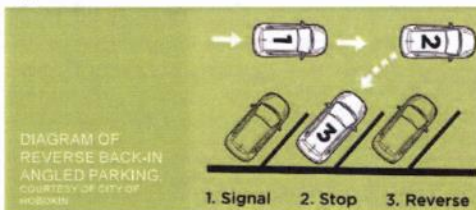
MOBILITY & CONNECTIVITY

SW CALIFORNIA AVENUE (SECTION 5A)

The illustrated improvements to the right reduce the travel lane to 10'-6" and return the road to two-way traffic. A valley gutter is added along with on-street parallel parking. Because the existing street does not include a curb, and there is possible continued unified ownership across the street, the illustration shows a curbless design. Locally, Clematis Street and Rosemary Square in West Palm Beach have completed streetscapes with curbless design. They can be very attractive, adaptable, and accessible streetscape approaches. In the rendering to the right, the east parcels have been redeveloped with a courtyard building, which allows for a mix of possible users. The west parcels show the existing building to remain, but with added pedestrian scale lighting adjacent to the sidewalk. The existing parking remains but with a pervious material and valley gutter added. Many communities across the US have adopted reverse angle back-in parking as opposed to other means of on-street parking including recent streetscape improvement to Bridge Road in Hobe Sound. The quote below from Pedestrian and Bicycle Information Center explains:

"Back-in angle parking provides motorists with a better vision of bicyclists, pedestrians, cars, and trucks as they exit a parking space and enter moving traffic. Back-in-angle parking also eliminates the risk that is present in parallel parking situations, of a motorist may open the car door into the path of a bicyclist. Back-in angle parking also removes the difficulty that drivers, particularly older drivers, have when backing into moving traffic."

Reverse back-in angled parking is an alternative the City could investigate along with the existing on-street parking along SW California Avenue and SW Ocean Boulevard adjacent to the primary structure of the First Baptist Church of Stuart.



RECOMMENDED IMPROVEMENTS OF SW CALIFORNIA AVENUE



LIGHT POLLUTION

Light pollution is created by the widespread use of artificial light and has led to the brightening of the night sky over inhabited areas affecting wildlife, human health, and astronomy. Lighting is critical to an active downtown and promoting safe streets. Therefore to mitigate contributions to light pollution, the City should investigate dark sky-approved products or dark sky-friendly lighting when specifying street lighting. Dark sky-friendly products direct light where needed and reduce the amount of light that can contribute to skyglow. Generally, these light fixtures direct light down and are fully shielded. They can also be a warmer light temperature of about 3000-Kelvin as opposed to a blue light which ranges around 5000-Kelvin.



ARTIST ALLEY PROJECT: HISTORIC CHURCH, AT&T UTILITIES BUILDING & IMPROVED ALLEY

Centrally located in the district is an existing AT&T utility site. Because of the nature of the equipment inside the building, it is anticipated to remain over time. On the east side of the building a mural was completed by Lynne Barletta of Visionary School of Arts. The mural is part of a fundraising effort for the Catch the Wave of Hope nonprofit to support victims of human trafficking. Because of the important presence of the building as a backdrop to SW St. Lucie Avenue, the image below shows expanding the mural's color and theme to be consistent with the northside.

On the northside along SW Joan Jefferson Way are two access points for the building and several head-in parking spaces. The parking spaces are intended to be used by AT&T but are not fully utilized. We illustrate how the parking could be replaced with an expanded sidewalk with shade trees appropriate for this major gateway into the downtown. The expanded sidewalk could compliment the historic structure recently relocated to the west where a small food stand and scooter rentals are proposed.

To the west of the AT&T building is an unimproved alley. The alley abuts the recently relocated historic structure mentioned above as well as a historic church to the south. The church, which was the first church in the City,

is in the process of rehabilitation to be used as a small scale event and arts and cultural space. The alley is well situated to compliment both historic structures and their uses. Murals and art should continue around the AT&T building and through the improved alley with lighting as an exterior art gallery allowing the movement of people from both areas of entertainment. Critical to the success of a concept is an inviting, interesting and well lit environment. A vision of the concept is illustrated to the right as well as other examples.

Figure 28 Image to the right of recommended improvements from SW Joan Jefferson Way looking south.

Figure 29 Image shows the importance of coordinating the mural themes on the east and north sides of the AT&T building since they are seen simultaneously from SW St. Lucie Avenue. The image below shows the motif expanded onto the north face.

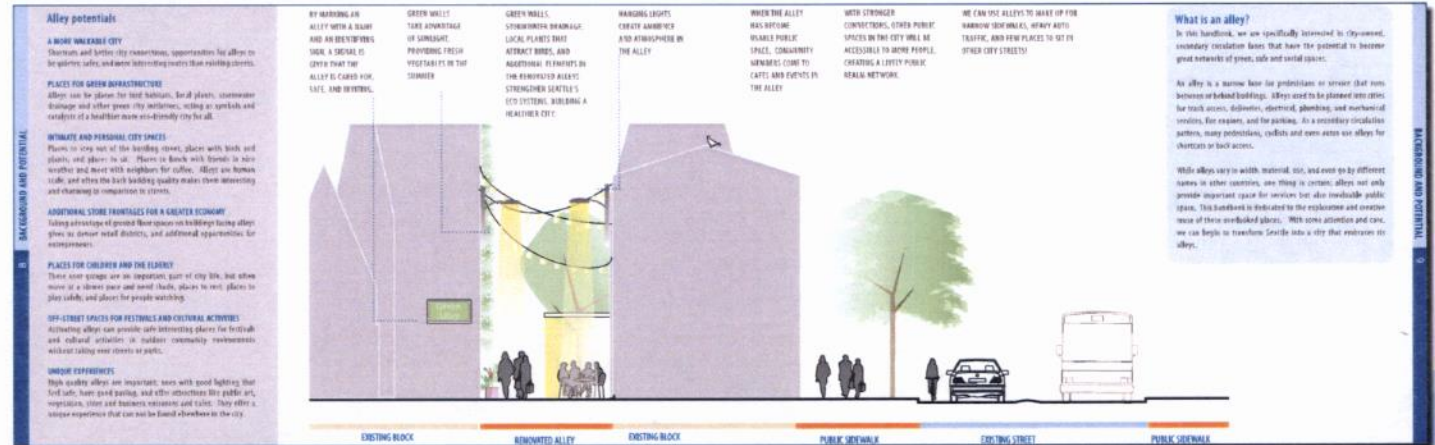
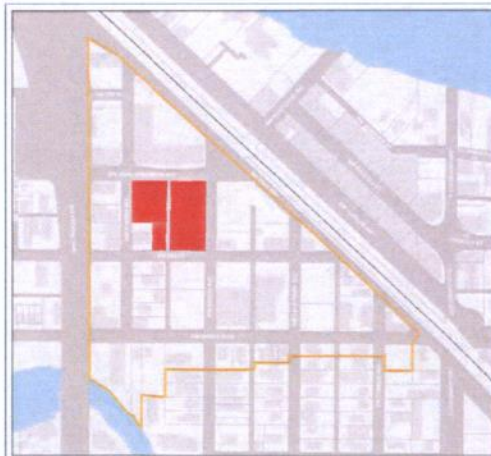


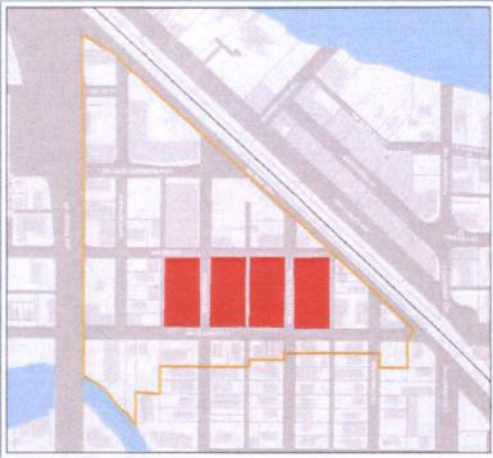
Figure 27 [Seattle Integrated Alley Handbook](#) includes recommendations and illustrations of the potential for alleys.

REDEVELOPMENT OPPORTUNITY

FIRST BAPTIST CHURCH OF STUART & AT&T PARKING LOT

The redevelopment concept illustrated to the right includes the First Baptist Church of Stuart and the AT&T surface parking lot with 25 parking spaces. The Church and its associated school have expressed concern that they have outgrown their current site and the AT&T surface lot is typically used to park only six vehicles, making both possible candidates for redevelopment in the future. Redevelopment could occur over time by phasing new construction on empty lots ahead of replacing existing buildings. Each project is illustrated with rear access surface parking or garage parking to meet residential parking needs. As a whole, the conceptual project would result in approximately 30 dwelling units per acre (DUA). The residential parking assumes 2 spaces for 2 bedrooms or more and 1 parking space for one-bedroom or studio units, which is a reduction from the existing code.

LEGEND	EST. DATA	
A Akron Row	10 dua	3000-sf
Akron Garage Apartments	10 dua	500-sf
B Ocean Apartments	50 dua	800-1000-sf
C California Townhomes	3 dua	2,500-sf
D California Courts	20 dua	600-800-sf



A. AKRON ROW

These ten large townhouses (3,000-sf) face SW Akron Avenue and fully utilize the alley to keep parking to the rear and allow ten garage apartments (500-sf). The units have private yards between the garage and the primary unit.

B. OCEAN APARTMENTS

Ocean Apartments is illustrated as a 3-story apartment building with 63,200-sf with units varying in size. The apartment building has retail/restaurants on the ground floor. The L-shape configuration breaks the block and allows parking in the rear for both the apartment and the California Townhouses. A large tree lined public space is included along the length of SW Akron Avenue which is imagined as a primary street in the district.

C. CALIFORNIA TOWNHOMES

The townhomes on SW California Avenue frame the street and shield parking in the rear. These smaller townhomes are approximately 2,500-sf and would be parked in the rear.

D. CALIFORNIA COURTS

The California Courts are illustrated as 2-story courtyard buildings with commercial on the ground level and ten units above parked in the rear along the alley. Courtyard buildings are adaptable to many uses including offices, restaurants, retail, hotel, and residential. The courtyard provides a community amenity, which benefits both the users of the building and the street.

IMPLEMENTATION

RECOMMENDATIONS & IMPLEMENTATION

The success of any master plan depends upon its ability to be implemented economically and politically within a given time frame. To that end, the recommendations throughout this report have been developed as independent but interrelated projects. Some projects, such as regulatory revisions and streetscape infrastructure, are within the City's control to pursue implementation, with funding being the primary challenge. Some public infrastructure projects will require the coordination of multiple agencies.

Other recommendations are redevelopment techniques that are illustrated on private property – which are subject to each private property owner's time frame and financial situation. The designs shown for redevelopment on these parcels are not the only configurations that could create the desired environment; rather they demonstrate a set of urban design principles to follow. In order to realize these projects, the principles of urban design described and illustrated throughout the report have to be embedded culturally within the City, required by its codes, and encouraged through its programs. The combination of public and private efforts is required for realizing the vision of the Triangle District Master Plan.

ADOPTING THE TRIANGLE DISTRICT MASTER PLAN

- Adopting the Plan does not obligate the City of Stuart to implement any or all of the proposed improvements;
- Adopting the Plan communicates to the residential, business, and development communities that the City is committed to improving the conditions in the Triangle District;
- Adopting the Plan will provide a vision for desired future redevelopment within the area, especially the identified catalytic sites; and
- Adopting the Plan memorializes the process and authorizes staff to pursue desired areas of implementation.



Figure 30 Birds-eye view of the City of Stuart with focus on Triangle District.

IMPLEMENTATION

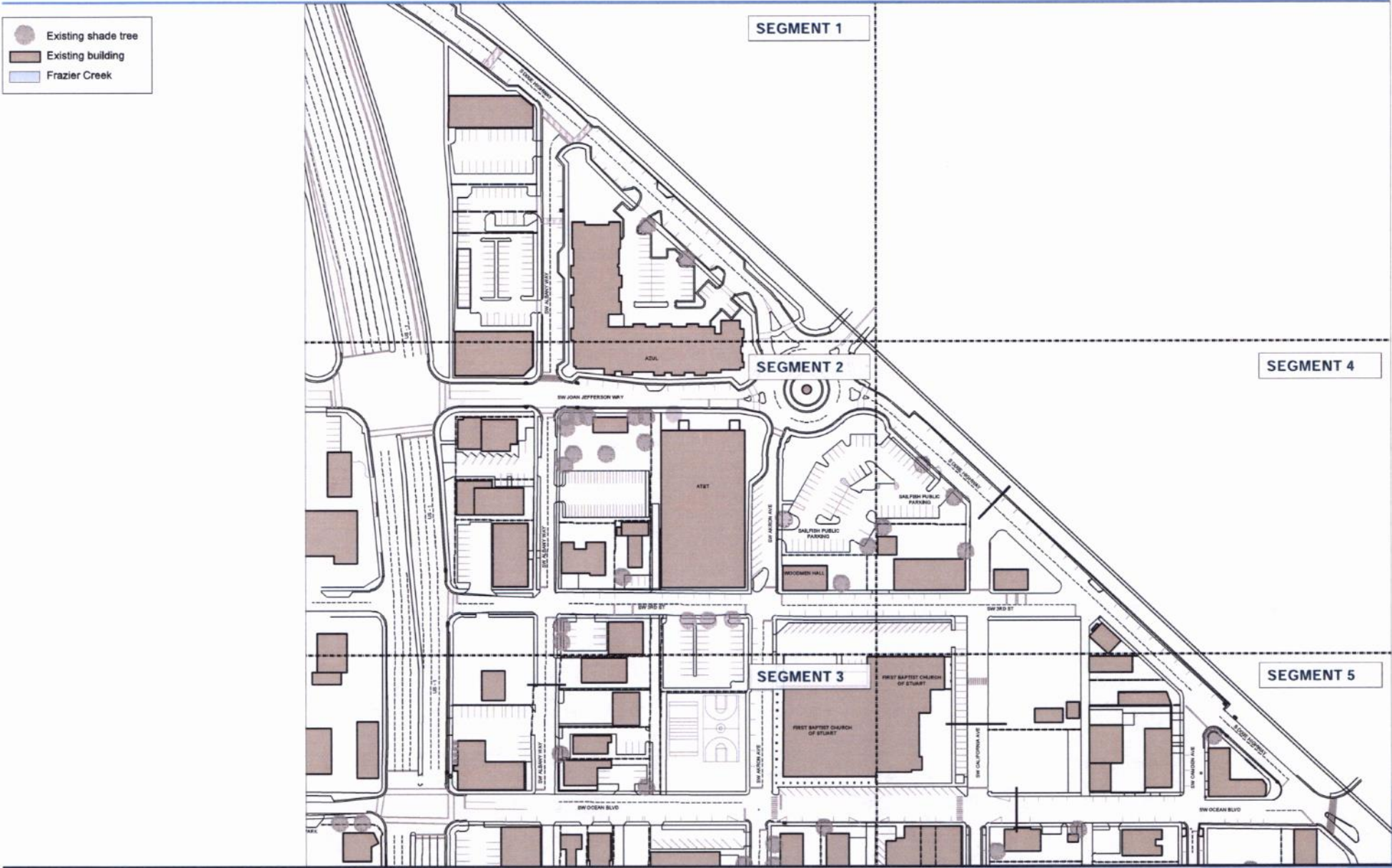
ACTION	TASK/PROJECT	NEAR TERM	MID-TERM	LONG TERM
		6 months - 12 months	6 months - 2 years	2 years or more
Adopt the Master Plan	Adopting the Plan memorializes the process and authorizes staff to pursue desired areas of implementation.			
Study Area Identity	Designate a name for the area by resolution.	•		
Historic Assets	Conduct survey of historic structures by Historic Preservationist. Coordinate with Stuart Main Street grant award.	•		
	Protect historic assets. Determine if a historic district is merited and desired. Historic districts provide the strongest protection for historic structures. If so, create historic district ordinance to implement policies and recommendations from grant award.		•	
District Wide Parking Approach	Evaluate code with particular focus on on-site parking requirements.	•		
	Develop shared commercial surface lot parking program administered by the CRA.		•	
	Evaluate existing Payment In Lieu Of Parking (PILOP) Program.		•	•
	Implement parking recommendations from <i>Future Parking Needs Analysis</i> Study where relevant to the Triangle District.		•	•
Artist Alley Project	Host stakeholder meeting with property owners including AT&T, business owners and CRA to identify goals, challenges and opportunities.	•		
	Request for proposals for mural on remaining three sides of the AT&T utility building.		•	
	Design alley and sidewalk improvements adjacent to the AT&T building.		•	
	Begin construction of Artist Alley.			•
Vision Zero	Commit to safety on roadways. Coordinate with Martin MPO to achieve and implement Vision Zero goals and objectives.	•	• <i>Formally adopt a Vision Zero commitment</i>	• <i>Maintain Vision Zero commitment.</i>
City Streets Projects • SW Ocean Blvd • SW Joan Jefferson Way • SW Akron Ave • SW Albany Ave • SW California Ave • SW 3rd Street	Invest in context sensitive Complete Streets designs for City Streets. Seek grant funding opportunities for design and construction including those for Complete Streets projects and stormwater improvements.	•	•	
	Design and engineer roadway projects.			
		•	•	
	Coordinate with FPL, Comcast & At&t to include under-grounding of utilities as part of, or prior to, any streetscape improvements.		•	
	Begin construction.			•

IMPLEMENTATION

ACTION	TASK/PROJECT	NEAR TERM	MID-TERM	LONG TERM
		6 months - 12 months	6 months - 2 years	2 years or more
Federal Highway Projects	Coordinate with FDOT on Resurfacing, Restoration, and Rehabilitation (RRR) Project. Address corridor safety during the design of RRR projects. - Address terminus of "bike network at SW Joan Jefferson Way" on page 34. - Plan for Traffic Separators (tubular markers) at existing crosswalks. - Remove stamped concrete sidewalk and replace with smooth concrete where feasible. - Partner with FDOT for locations of high visibility crosswalks, stamped asphalt and/or pedestrian lighting.	•	• <i>Construction is anticipated to start in summer 2023.</i>	
	Create Infill Tree Planting Program. Promote a more pleasant experience on Federal Highway by providing more shade trees. Survey appropriate locations and approach those owners willing to participate in the program. The CRA would incur the cost of the tree and the planting, and the owner would agree to water and maintain the tree.	• <i>Add program to CRA Plan. Conduct survey.</i>	•	
	Prioritize roadway projects. Evaluate FDOT's US-1 Multimodal Corridor Study Project Recommendations. Identify completed projects and priority projects for the future.		•	•
	Prioritize traffic calming at intersections. In coordination with Martin MPO, FDOT and the County, conduct a comprehensive study that evaluates design solutions to intersections at SW Ocean Boulevard and SW Joan Jefferson Way where layered traffic calming is achieved. The study should consider horizontal deflection, curb extensions, and median islands to create a Transition Zone for vehicles entering a new context (FDOT Design Standard 202.4 Transition Zones). Host project kick-off workshop with stakeholders to discuss goals and objectives. Include coordination with District IV Complete Streets Coordinator.		•	•
	Frazier Creek Bridge Projects Seek funding, advance planning efforts, and implement in coordination with Martin MPO, FDOT, and the County for a replacement or improvement of Frazier Creek Bridge where sidewalk is increased to a shared-use path with pedestrian lighting. Identify potential funding sources. Advocate projects included in future LRTP.		•	•
Frazier Creek Bridge Projects	Conduct planning for a shared-use path and shade tree planting strip between Frazier Creek Bridge and SW Ocean Boulevard. - Evaluate re-purposing of City-owned leased land at SW Ocean Blvd for new City pavilion and improved sidewalk conditions. - Conduct stakeholder meeting with property owners and businesses from the east side of US-1/Federal Highway and CRA to identify goals, challenges and opportunities.	•		
	Plan and engineer sidewalk and pavilion (or public space) improvements.		•	
	Begin construction.			•
Sailfish Circle Project	In coordination Martin MPO, FDOT and the County, pursue recommendations from the <i>Concept Development Report for SR 5/US-1 at SW Joan Jefferson Way Planning Study</i> from Concepts 1 and 2 including the reduced lane circle dimensions to create greater deflection for vehicles in the roundabout.		•	
	Advocate projects be included in future LRTP.			•
FEC Railway	Continue coordination with Brightline for impact of double tracking, bridge replacement, and Treasure Coast station locations.	•	•	•

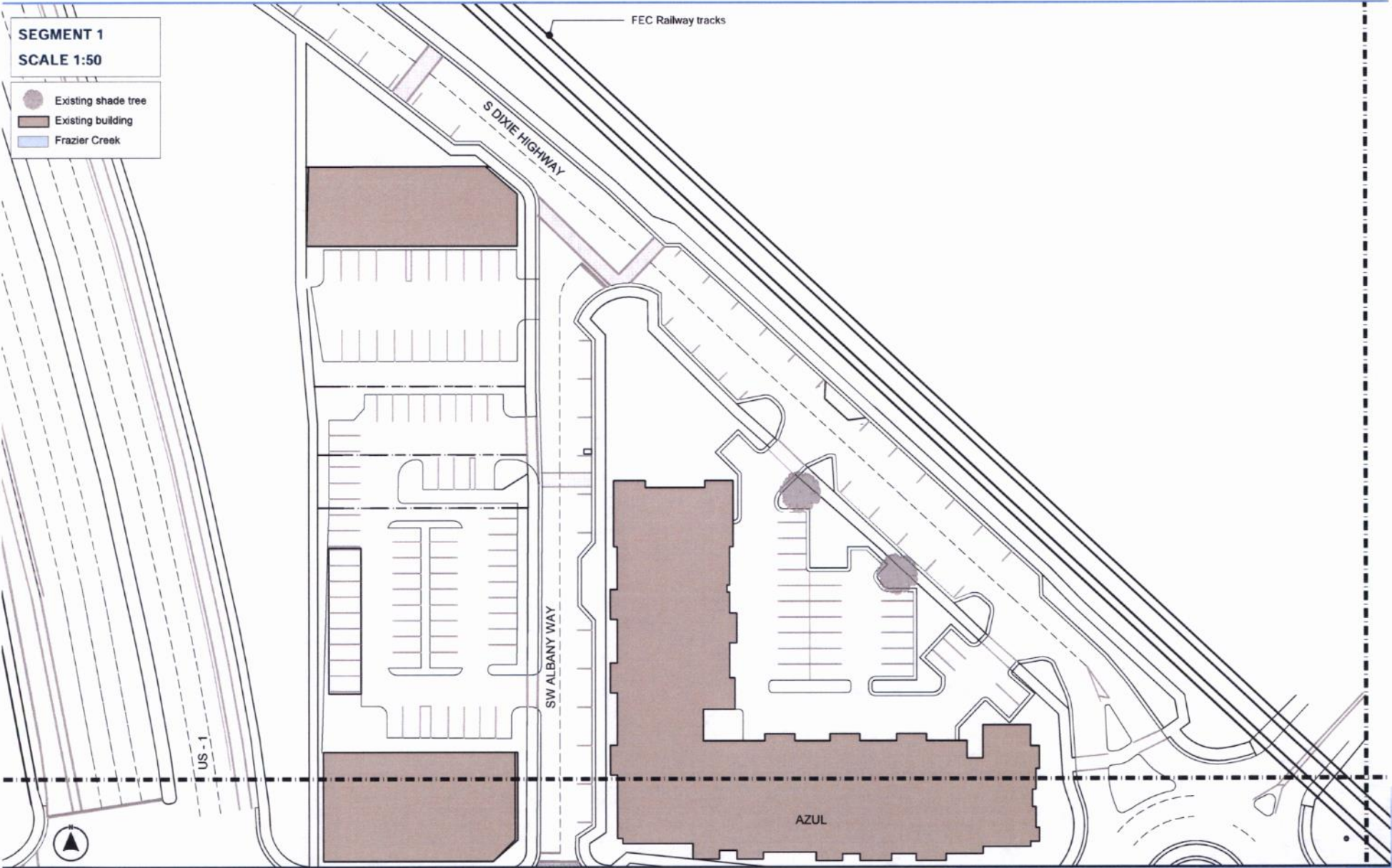
APPENIX A:
EXISTING CONDITIONS PLAN

APPENDIX A: EXISTING CONDITIONS PLANS



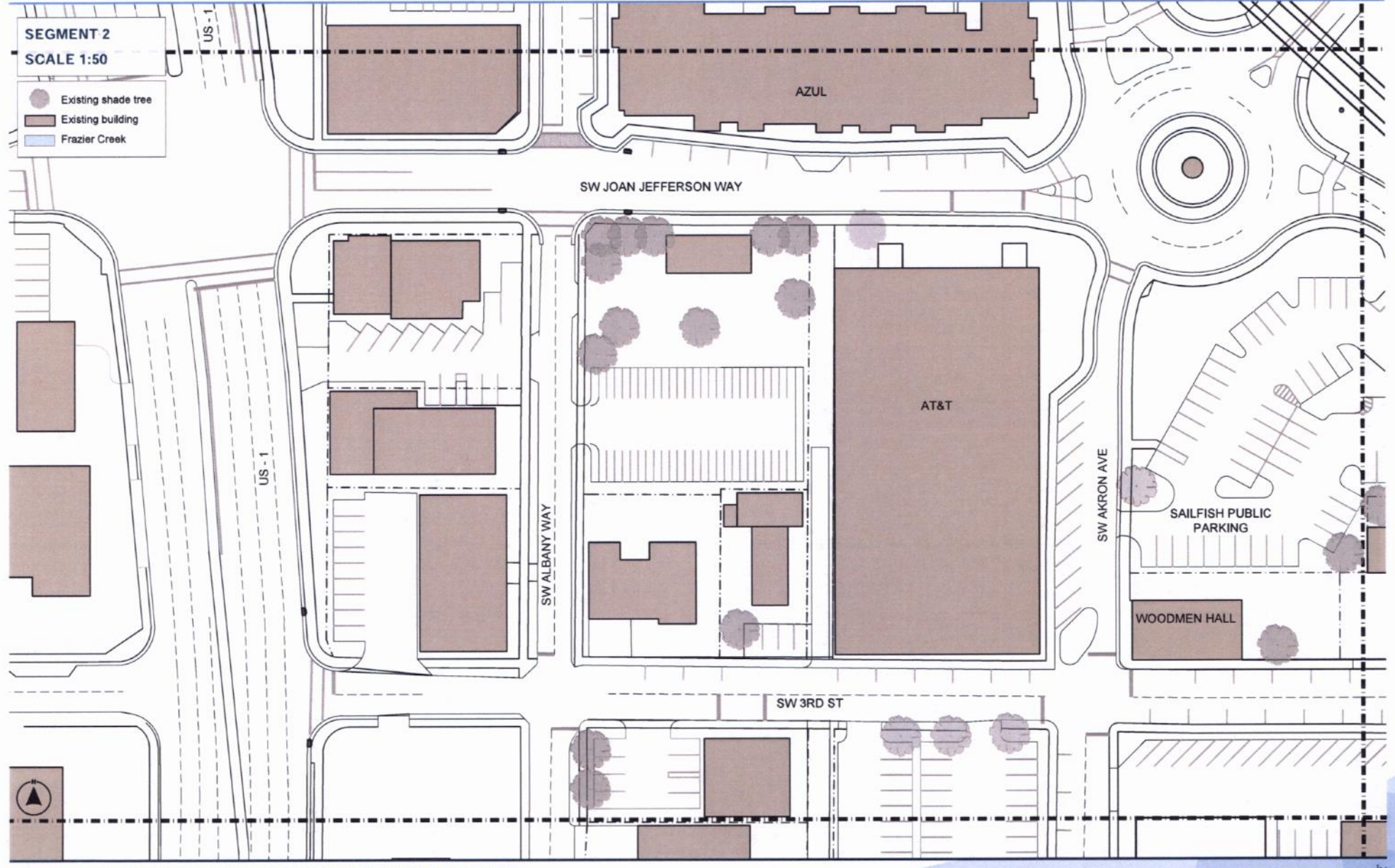
CITY OF STUART: MASTER PLAN OF GATEWAY TRIANGLE DISTRICT

APPENDIX A: EXISTING CONDITIONS PLANS



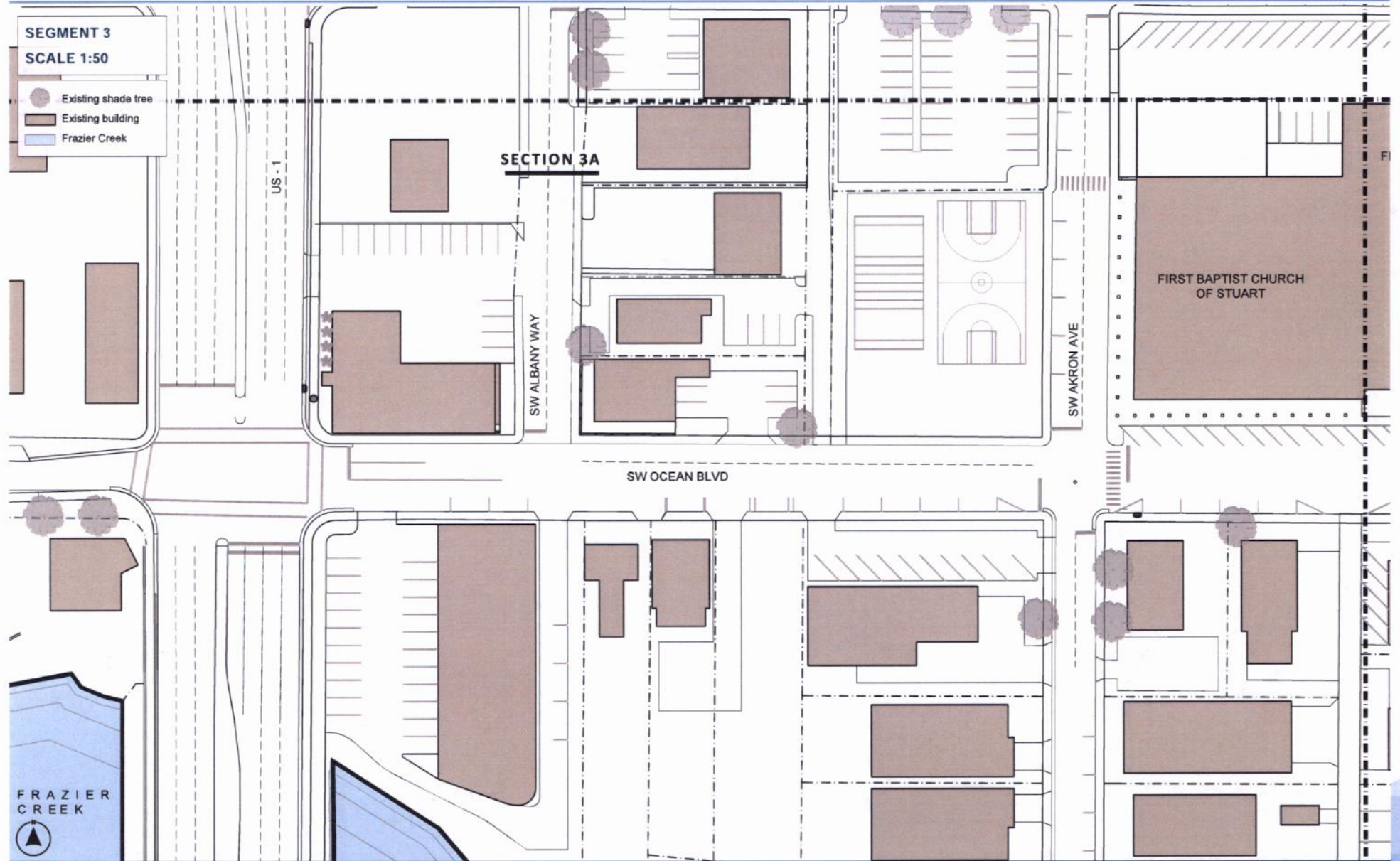
CITY OF STUART: MASTER PLAN OF GATEWAY TRIANGLE DISTRICT

APPENDIX A: EXISTING CONDITIONS PLANS



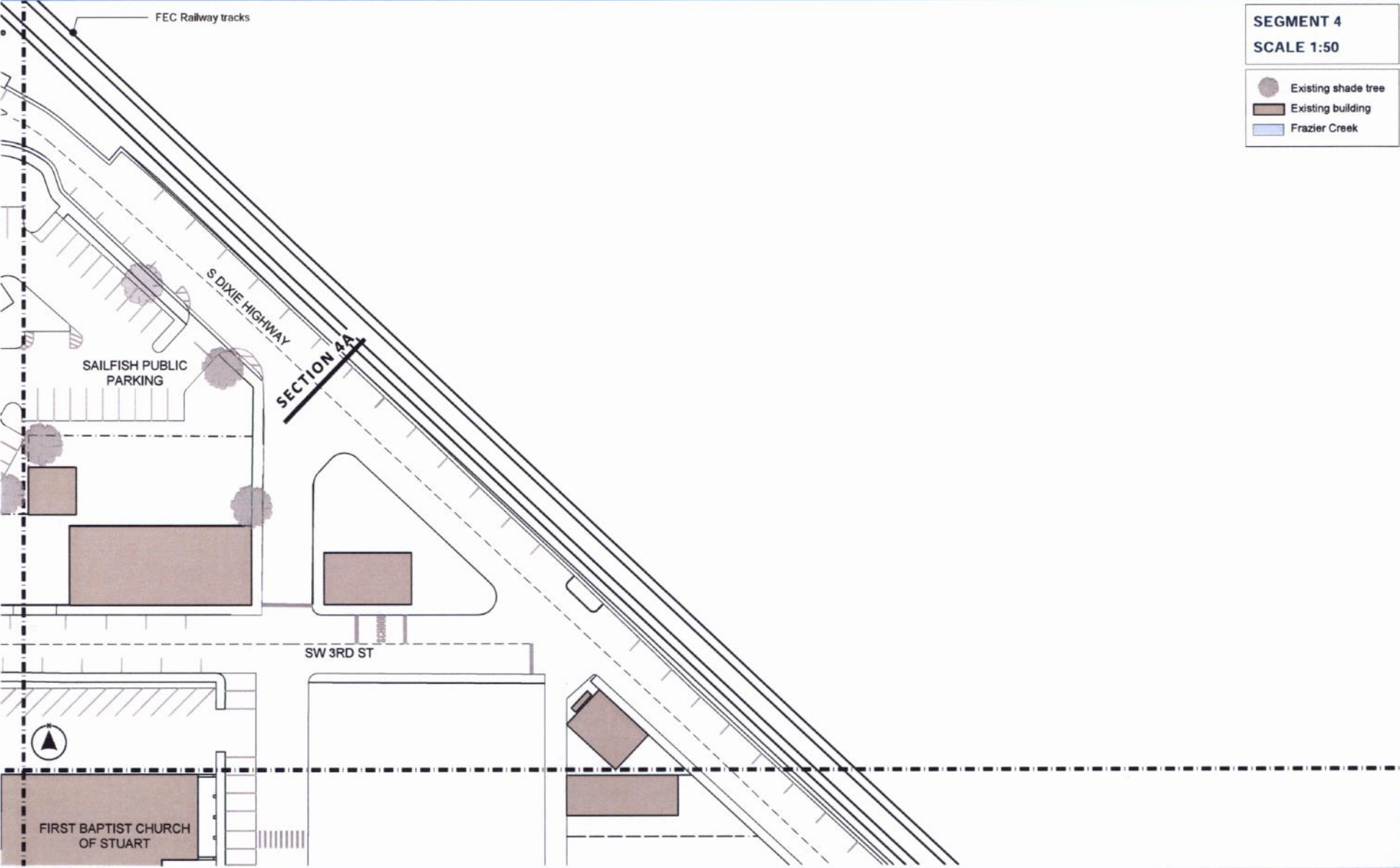
CITY OF STUART: MASTER PLAN OF GATEWAY TRIANGLE DISTRICT

APPENDIX A: EXISTING CONDITIONS PLANS



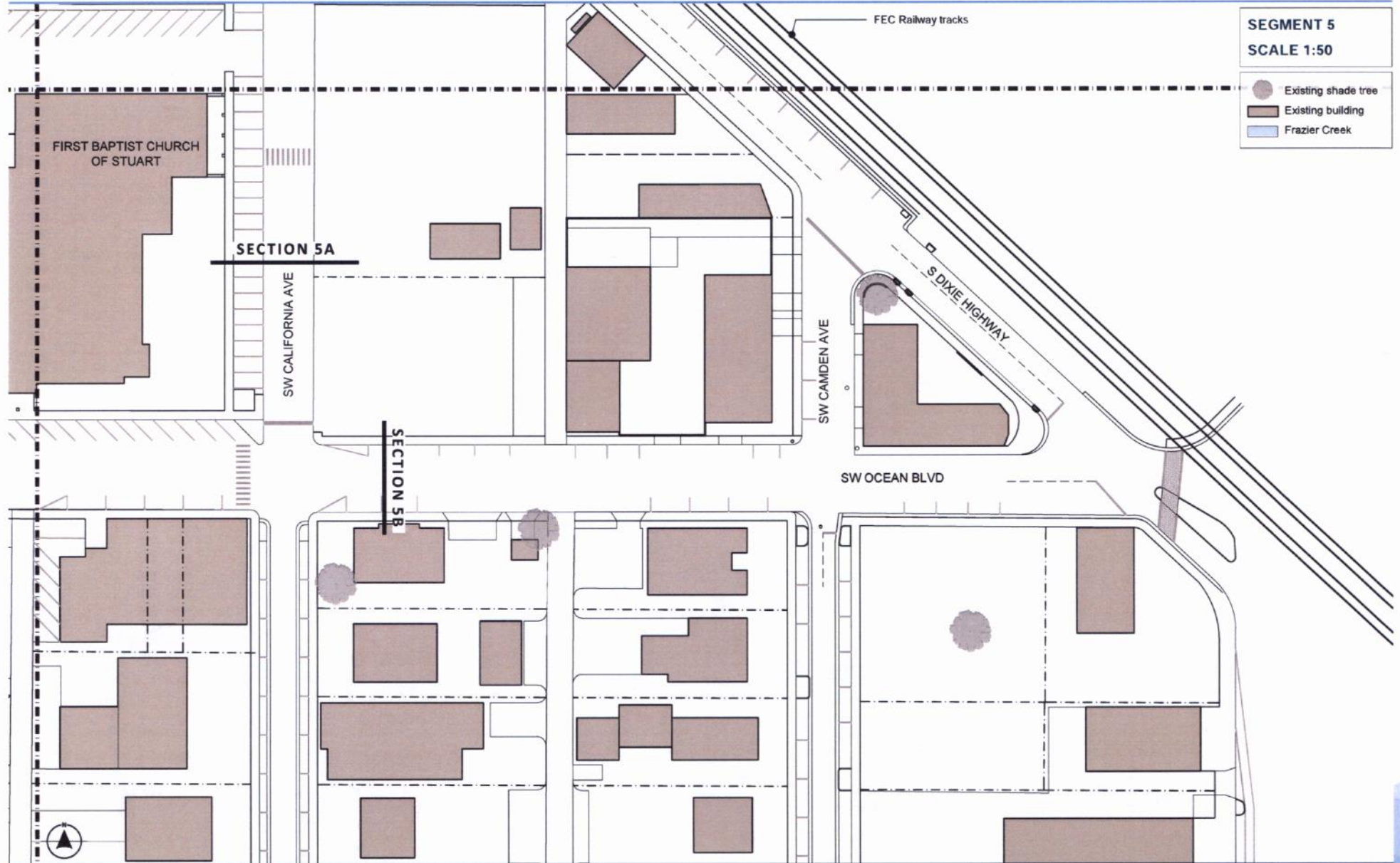
CITY OF STUART: MASTER PLAN OF GATEWAY TRIANGLE DISTRICT

APPENDIX A: EXISTING CONDITIONS PLANS



CITY OF STUART: MASTER PLAN OF GATEWAY TRIANGLE DISTRICT

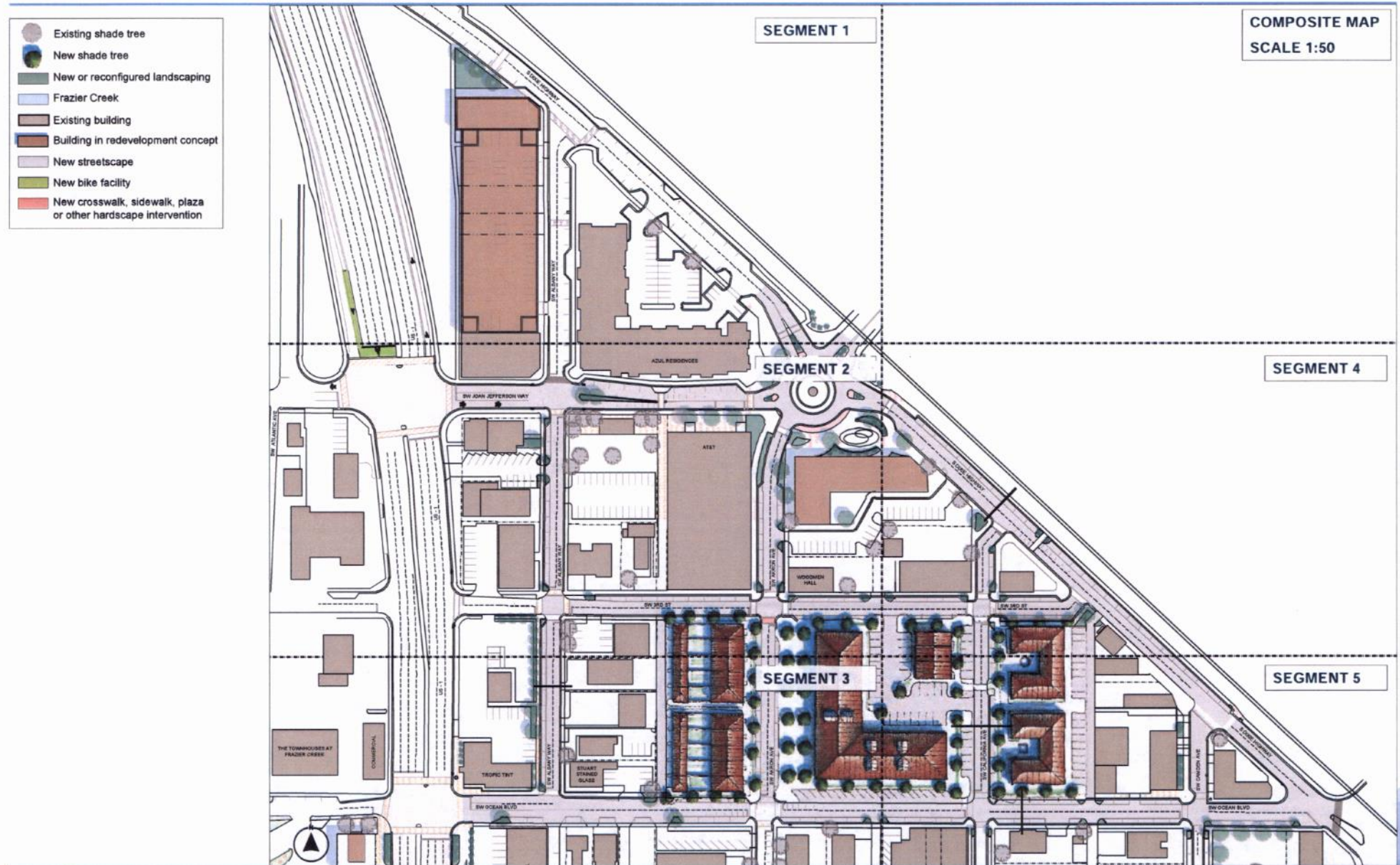
APPENDIX A: EXISTING CONDITIONS PLANS



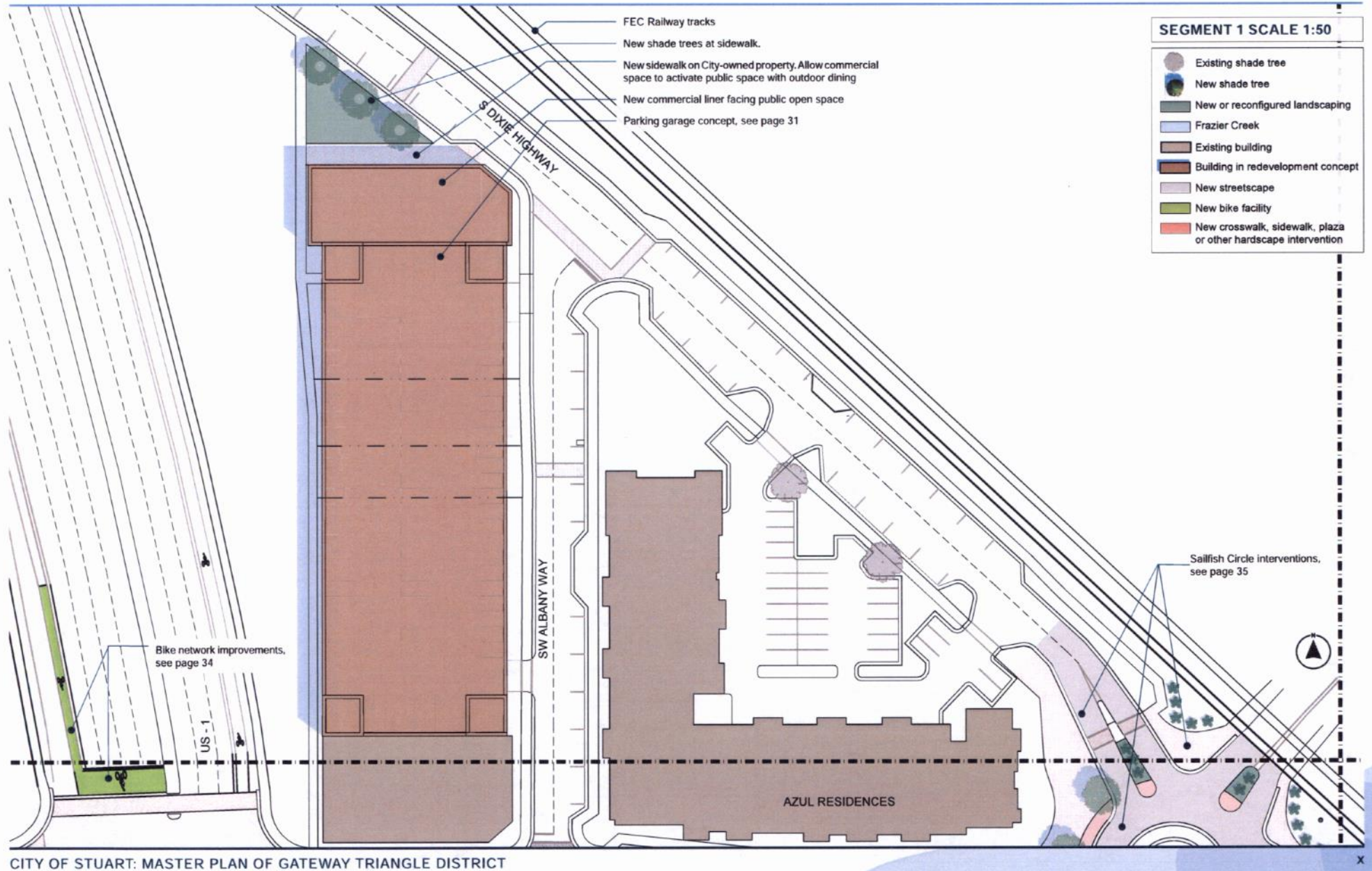
CITY OF STUART: MASTER PLAN OF GATEWAY TRIANGLE DISTRICT

APPENDIX B:
DETAILED MASTER PLAN

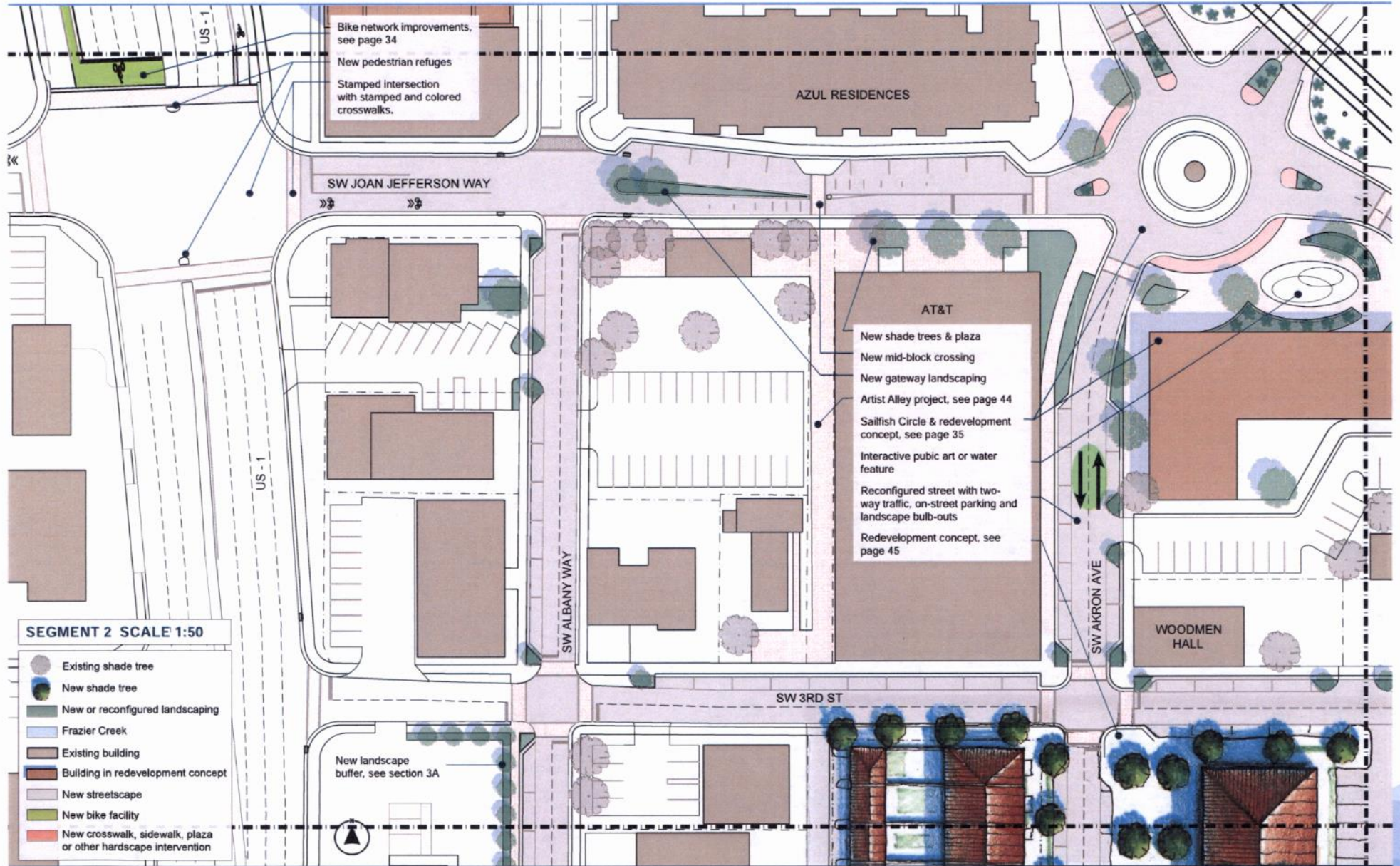
APPENDIX B: DETAILED MASTER PLAN



APPENDIX B: DETAILED MASTER PLAN



APPENDIX B: DETAILED MASTER PLAN



CITY OF STUART: MASTER PLAN OF GATEWAY TRIANGLE DISTRICT

SEGMENT 3 SCALE 1:50

- Existing shade tree
- New shade tree
- New or reconfigured landscaping
- Frazier Creek
- Existing building
- Building in redevelopment concept
- New streetscape
- New bike facility
- New crosswalk, sidewalk, plaza or other hardscape intervention

SECTION 3A

US-1

SW ALBANY WAY

TROPIC TINT

STUART STAINED GLASS

SW OCEAN BLVD

COMMERCIAL

SW AKRON AVE

FRAZIER CREEK

Improved sidewalk, see section 3A

Expand sidewalk to edge of building

New pedestrian refuge

New 10' landscaping strip

New 10' shared-use path

New landscaping

New Pavilion, see page 33

New Frazier Creek Bridge, see page 33

Linear park/public open space

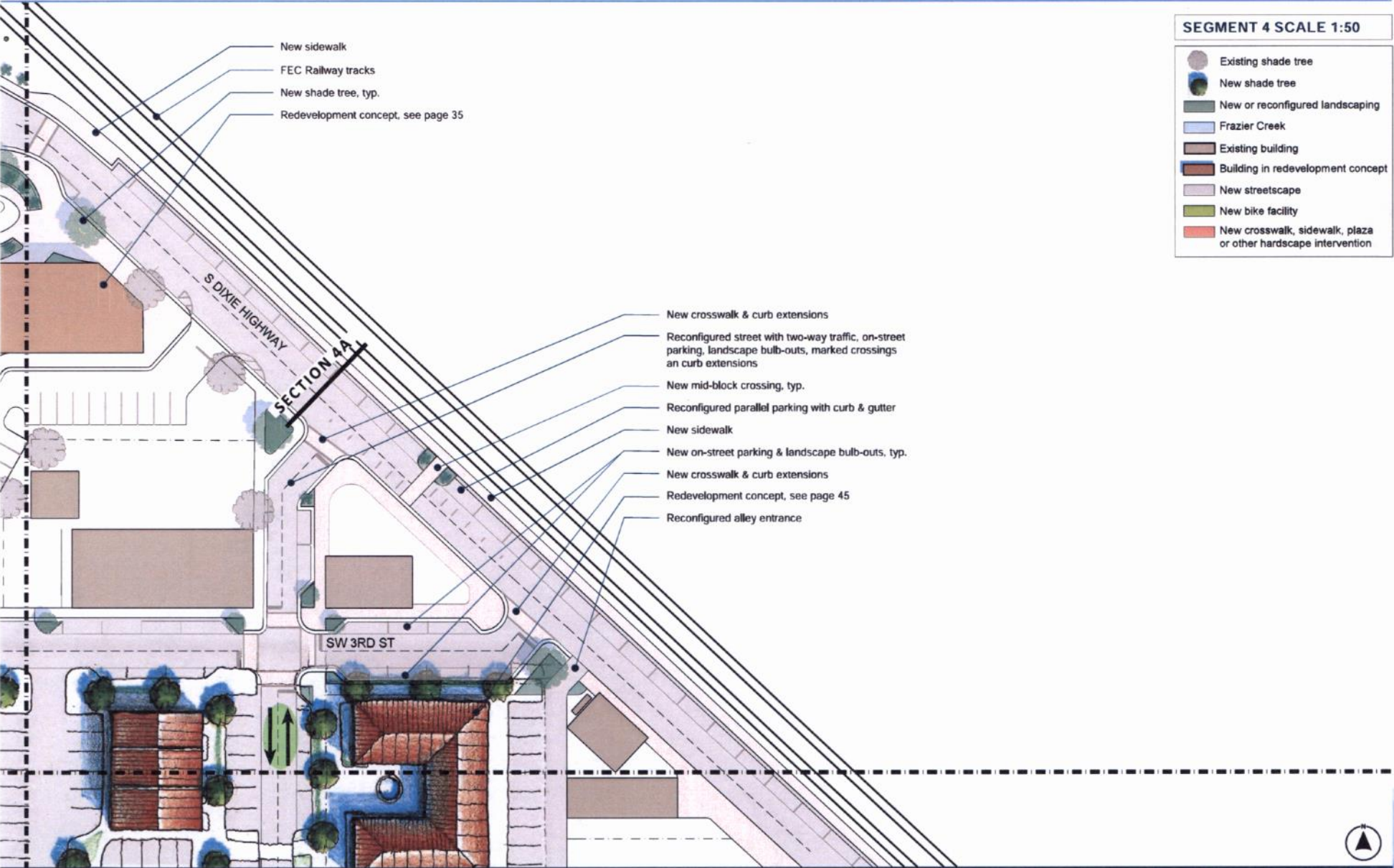
Reconfigured street with on-street parking

Raised/curb-less intersection with pavers

Redevelopment concept, see page 45

New shade tree in new landscape bulb-out

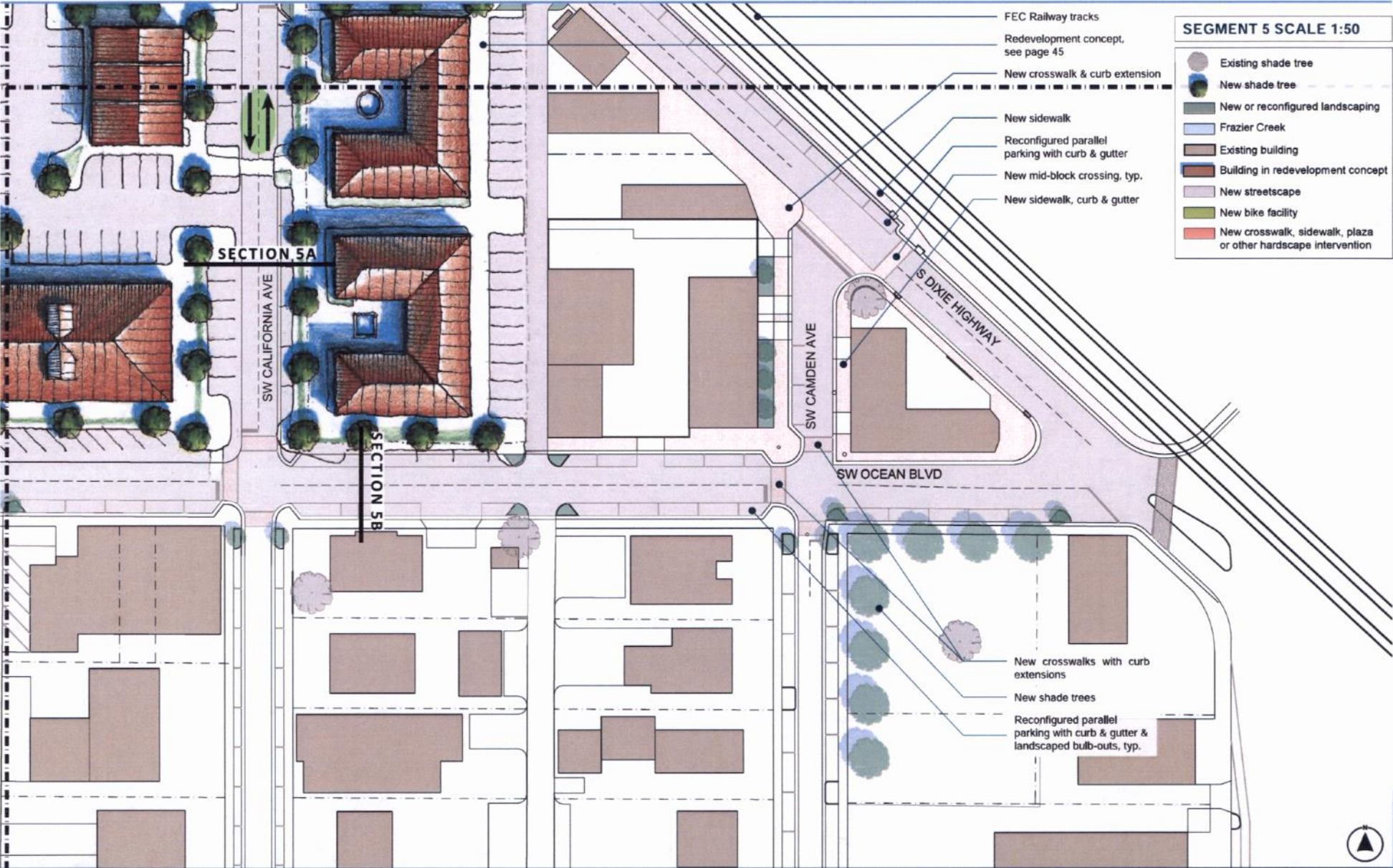
APPENDIX B: DETAILED MASTER PLAN



CITY OF STUART: MASTER PLAN OF GATEWAY TRIANGLE DISTRICT



APPENDIX B: DETAILED MASTER PLAN



CITY OF STUART: MASTER PLAN OF GATEWAY TRIANGLE DISTRICT



xiv

FUTURE PARKING NEEDS ANALYSIS EXCERPT



STRATEGIC RECOMMENDATIONS

FUTURE PARKING NEEDS ANALYSIS – CITY OF STUART, FL

SEPTEMBER 2018

Expand into the study area as roads are improved.

Implementation (Term)	Recommendation	Intent	Justification	Cost
Immediate 12 months	Redesign Downtown Stuart Tram Routes	Redesign the Downtown Stuart Tram service to discourage the use of the Tram for on-demand service requests, as well as restrict times for the use of historic downtown sightseeing tours. The Tram should have a fixed route schedule to provide last mile connections from remote parking within the study area.	Development of an east/west route and a north/south route using designated areas at Haney Circle for pick up and drop off as well as route transfers. Add Tram shelters as necessary to enhance ridership experience from remote locations.	Costs associated with an evaluation of operational hours and number of cars required to provide fixed route services during peak hours of operation. Use of the existing Haney Circle tram stop will continue to provide an ideal micro-transit hub for passenger pick up and drop offs. Additional shelters \$1,200 each. (8 shelters = \$9,600)
Immediate 12 months	Curbside Management	Repurpose a few of the parallel parking spaces in the downtown core for passenger pick up and passenger drop off spaces. Ideally, spaces located at SW St. Lucie Avenue and SE Osceola (east of Haney Circle) would provide convenient access for ride-hailing services such as Uber and Lyft to pick up and drop off passengers.	Creating greater access to curbside access will greatly improve the downtown visitor experience and ultimately enable more visitors to access downtown without more vehicles.	\$1,000-\$2,000 per space for design, marketing and implementation costs.
Immediate 12 months	Curbside Management	City should work with the Downtown Business Association and the Main Street Merchants to identify key on-street spaces where delivery needs could be shared with visitor parking needs. Delivery companies could utilize an on-street space before 11:00am on weekdays and after 11:00am the same space would be converted into a 3-hour visitor space.	Need to manage delivery access hours to local businesses within the core commercial area and eliminate any unnecessary traffic congestion caused by deliveries occurring during peak activity hours.	\$1,000-\$2,000 per space for design, marketing and implementation costs.
Immediate 12 months	Valet Parking Improvements	Enhance valet parking station locations with better advertising and increased visibility. The City should issue a valet parking service RFP that requires one valet operator to utilize dedicated City right of way for valet stations and staging, while requiring the valet operator to secure off-street valet storage locations.	Low-cost solution for City to provide greater access to commercial and retail locations during peak evening activity without building more inventory. Locations should support each end of the historic district.	Little to no cost to the City other than authorized 3 rd party use of public rights of way for valet parking stations and staging. Valet operator charges fee to consumer per valet vehicle parked and negotiates off-street storage areas
Immediate 12 months	Bicycle Parking Initiative	To encourage alternative modes of travel to and from the downtown core, the City should support a bicycle parking initiative to include the placement and upgrade of multiple bicycle storage racks.	Bicycle storage racks should be installed at all Park and Ride lots, key demand locations (such as City Hall and City parks)	Brand the bicycle parking initiative with appropriate signs and social media marketing efforts. Add locations to City website and coordinate locations with Stuart Tram shelters and routes. \$400 to \$800 per location.
Immediate 12 months	Hours of Operation Parking Enforcement	Extend the 3-hour parking hours of operation to 8:00 pm to allow for greater parking turnover and parking availability at core on-street spaces.	Prevents long-term parking access at convenient curbside parking until 5:00pm or after, allowing high volume consumers to frequent this inventory.	Modifying the hours of operation will require increased code enforcement labor costs under the format of adding 1-2 part-time code enforcement employees to cover afternoon and early evening hours.
Immediate 12 months	Shared Parking Commercial Lease	Walker recommends the City revisit several commercial lease agreements previously orchestrated through the Stuart Community Redevelopment Agency and private land owners. The lease agreements should be designed for the use private parking inventory in support of visitor and employee parking needs during peak evenings activity (Thursday through Sunday), as well as weekend special events.	Recommend negotiations with the community business owners and worship centers to use their parking inventory during non-peak activity periods.	\$250-\$1,000 per month lease depending on size, location, time of year, and days of the week.



STRATEGIC RECOMMENDATIONS

FUTURE PARKING NEEDS ANALYSIS – CITY OF STUART, FL

SEPTEMBER 2018

Expand into the study area as roads are improved.

Reevaluate as development occurs in the Triangle District.

This recommendation is illustrated in page 39 and Appendix B.

Expand into the study area as roads are improved.

Implementation (Term)	Recommendation	Intent	Justification	Cost
Mid-Term 2 – 5 Years	Weekend Employee Parking Inventory	The City should partner with the County to create short-term shared-use parking opportunities on the Martin County Courthouse parking lots. The inventory along SE Flagler Avenue remains empty after hours and on weekends.	Providing evening and weekend employees who work in the downtown core a dedicated place to park with a dedicated tram service route to and from Haney Circle.	Parking lot lighting upgrades using FPL policy. Add several well-lit covered shelters \$1,000 - \$5,000.
Mid-Term 2 – 5 Years	Short-Term Parking Inventory	Regulate more on-street parking spaces located on SW Flagler Avenue from SW St. Lucie Avenue to Flagler Place, as well as the 24 parallel spaces located along SW Dixie Highway (between South Colorado Avenue and SW St. Lucie Avenue).	Decrease the amount of on-street parking for employee needs and replace with 3-hour short-term visitor parking inventory.	Cost of sign production and installation \$500 to \$2,000
Mid-Term 2 – 5 Years	Weekday Employee Parking Inventory	Suggest the designation of the Sailfish parking lot and on-street parking spaces outside of the historic district to provide weekday employee parking for City Hall and neighboring businesses. Employees could walk and utilize the fixed Stuart Tram routes with Tram shelters.	This initiative follows the policy of making the most convenient spaces available for visitors of the downtown businesses while identifying and branding parking locations for employees.	Minimal to no cost required for this opportunity.
Mid-Term 2 – 5 Years	Parking Inventory Design	Work with the Florida Department of Transportation to review the design of the right of way area providing the 24 parallel parking spaces along South Dixie Highway (between South Colorado Avenue and SW St. Lucie Avenue).	Suggest reducing the travel lane widths to create an accessible travel route between the parked vehicles and the fenced area eliminating conflict with the railroad tracks.	Use of Federal DOT project funds for redesign and implementation
Mid-Term 2 – 5 Years	Premium Paid Parking Inventory	The idea of implementing a paid on-street parking system in the core downtown areas would merely replace the time-limited spaces with a system that would generate a parking fund balance for the potential use in the development of City-funded parking structure.	Charge an on-street fee to park in the downtown core spaces with the potential for the City to issue a parking revenue bond with the revenues recorded from this annual revenue stream.	\$8K to 10K per solar powered pay station; plus \$5,00 to \$10,000 per location for environment design and setup. No cost justification for pay by phone platform setup. (SW Osceola between SW St Lucie Avenue and S Colorado Avenue)
Mid-Term 2 – 5 Years	Parking Inventory Guidance	Recommends the design and implementation of an advanced parking guidance system along eastbound SW Joan Jefferson Way, SW Ocean Boulevard, and South Colorado Avenue to inform motorists of available parking options (to include valet locations) during peak activity hours.	Use of this vehicle guidance system could be designed to identify parking inventory by corridor and location name as well as include valet parking stations.	\$1K/static sign; \$25K/dynamic local roadway sign; \$500/space single-space count (on-street); \$20K dynamic facility count (surface lot) (438 on-street spaces – Zone 1 Historic = \$219K) (168 on-street spaces – Zone 5 Colorado = \$84k)
Mid-Term 2-5 Years	Golf Cart Parking Inventory	During our parking inventory verification effort, we recognized an opportunity to add “golf cart parking only” spaces using a portion of the SW Seminole Street corridor. Currently this area is used for loading and unloading during the daytime and could easily be designed for resident and golf cart parking only during peak evenings and weekends.	At present, there are no on-street regulations governing this inventory after the designated load and unloading hours. As such, much of the inventory is occupied by commercial property owners and employees.	\$2,500-\$3,000 per area for striping design, marketing and implementation costs. Additional lighting upgrades with FPL policy would need to be added as current lighting exists only at each end of the loading zone area and on the north side of the street.

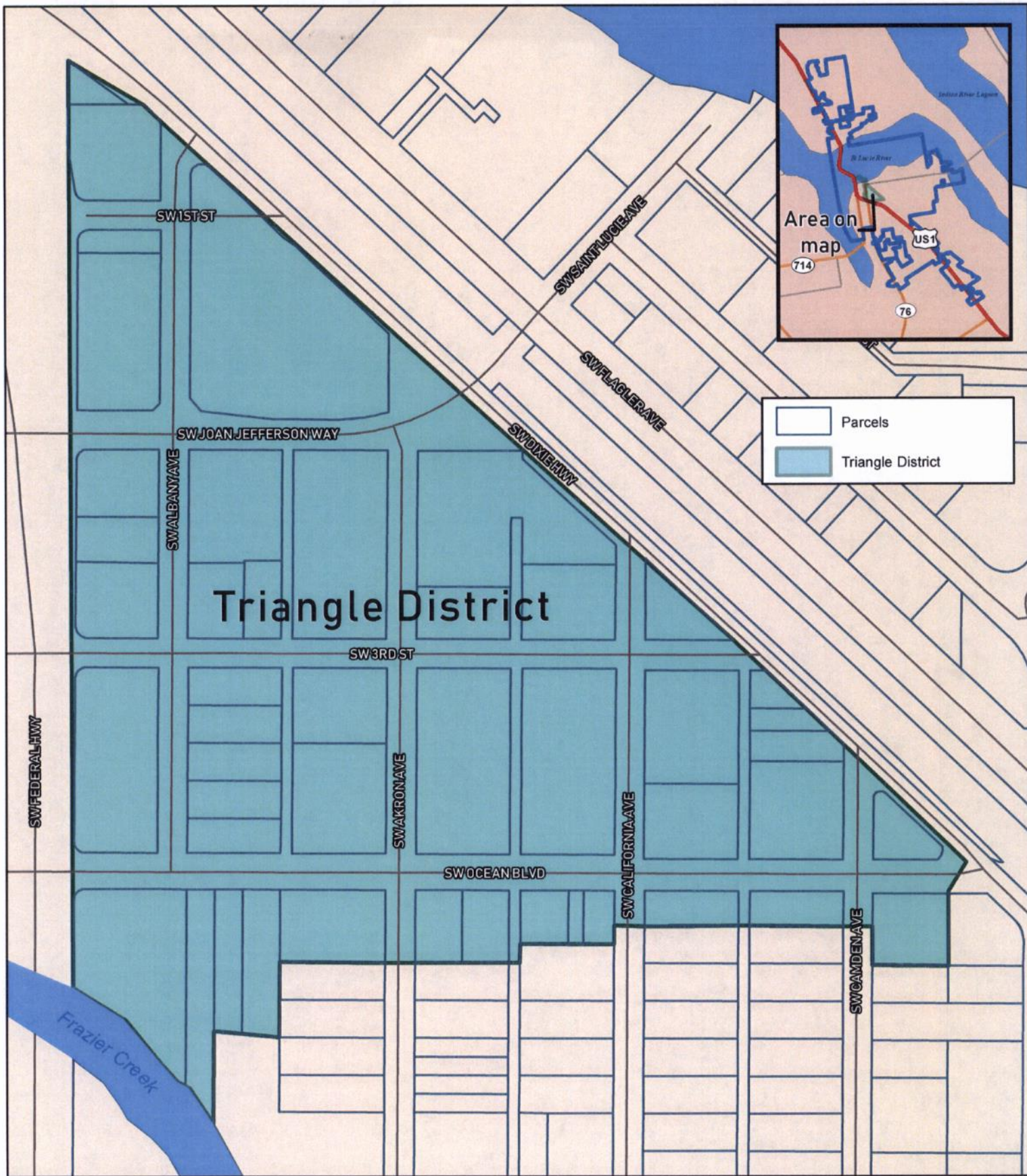


STRATEGIC RECOMMENDATIONS

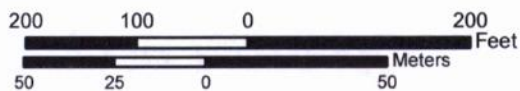
FUTURE PARKING NEEDS ANALYSIS – CITY OF STUART, FL

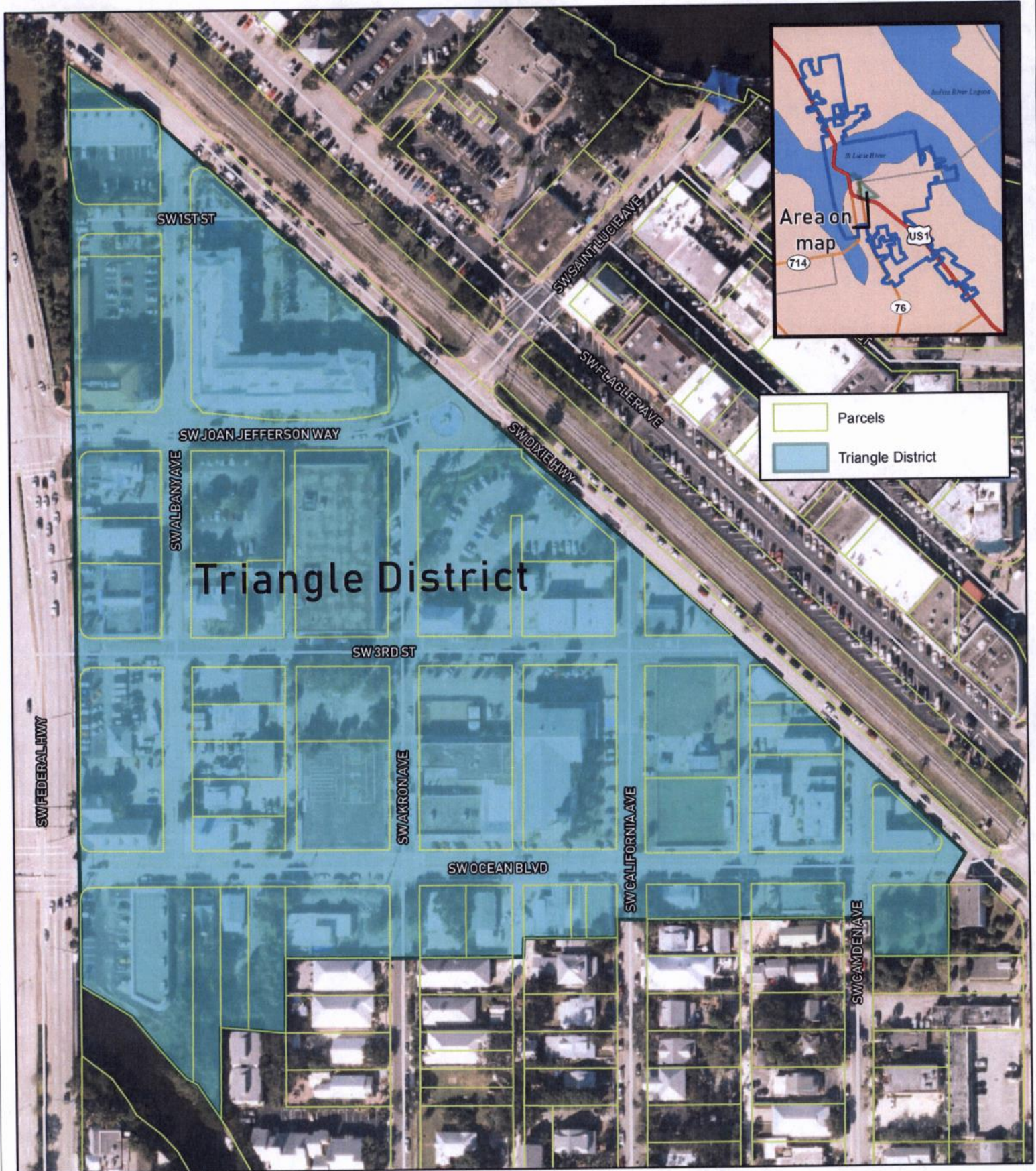
SEPTEMBER 2018

Implementation (Term)	Recommendation	Intent	Justification	Cost
Long-Term 5 Years +	Residential Parking Program	As future development continues to occur along downtown areas like the South Colorado Avenue corridor and the SW Seminole Street, Walker suggests the need to expand the City's residential permit parking program to include residential guest parking options and resident permit parking hours of operation. In scenarios where commercial activity impacts adjacent residential neighborhoods, a comprehensive residential parking program is typically viewed as an acceptable best practice solution.	Walker recommends establishing a residential parking ordinance with a departmental policy that enables City-recognized neighborhood associations to submit a formal request to the City for a review and discussion of program boundaries and hours of operation.	Establishment of residential parking program boundaries will suggest the need for residential parking signs and pavement markings ranging from \$200 to \$2,000 per residential block, depending on conditions.
Long-Term 5 Years +	Long-Term Parking Inventory	Explore the opportunity for the private land owner to partner with public funding options to develop the two parcels at the intersection of SE Detroit and SE Ocean Boulevard for structured parking.	In the absence of a paid parking return on investment, this site will require the use of public funding to subsidize the cost of development.	Range of \$15,000 - \$22,000 per space depending on design amenities and aesthetics
Long-Term 5 Years +	Long-Term Employee Parking Inventory	Should Downtown Stuart employee parking demands continue to be a function of growth, we suggest the City and County explore the opportunity to design and construct additional parking inventory on either of the County parking parcels along SE Flagler Avenue.	Moving employees outside of the core downtown area will only increase the opportunity for visitor parking access and reduce traffic congestion during peak activity periods.	Range of \$15,000 - \$22,000 per space depending on design amenities and aesthetics



Triangle District -Exhibit 2





Triangle District



Triangle District -Exhibit 2





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

RESOLUTION NUMBER. 91-2021

**A RESOLUTION OF THE BOARD OF THE CITY
COMMISSION OF THE CITY OF STUART, FLORIDA,
APPROVING AND ACCEPTING THE MASTER PLAN FOR
THE “US-1 CORRIDOR” STUDY AREA; PROVIDING AN
EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the City Commission of the City of Stuart has determined analysis of the “US-1 Corridor” study area to be in the best interest of the residents and businesses of Stuart; and

WHEREAS, the City applied for and received a \$38,000 Community Planning Technical Assistance Grant from the Florida Department of Economic Opportunity to fund a study of a section of the “US-1 Corridor”; and

WHEREAS, the goal of the analysis is to understand existing conditions, constraints, and opportunities for revitalization of the “US-1 Corridor” study area and devise concepts and strategies based on the analysis and public input; and

WHEREAS, the “US-1 Corridor” study area is defined as the section of US-1 highway as it passes through the City from a point north of SE Dixie Cutoff Road and south of SW St. Lucie Crescent; and

WHEREAS, the City entered into an agreement with the Treasure Coast Regional Planning Council (TCRPC) to conduct the analysis and develop a plan for revitalization of the “US-1 Corridor” study area; and

WHEREAS, a Master Plan has been prepared for the “US-1 Corridor” study area; and

WHEREAS, the “US-1 Corridor Master Plan” will serve as a guide for future planning and outlines the long-range vision of the corridor.



THE UNITED STATES OF AMERICA
DEPARTMENT OF JUSTICE

OFFICE OF THE ATTORNEY GENERAL

WASHINGTON, D. C. 20530
JANUARY 1, 1964
MEMORANDUM FOR THE ATTORNEY GENERAL
SUBJECT: [Illegible]

On January 1, 1964, the following information was received from the [Illegible] Department of Justice:

[Illegible text block]

[Illegible text block]

[Illegible text block]

[Illegible text block]

[Illegible text block]

RESOLUTION No. 07-2021
ACCEPT US-1 CORRIDOR MASTER PLAN

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

SECTION 1: The City hereby approves and accepts the Master Plan for the “US-1 Corridor”, a copy of which is attached hereto as “Exhibit 1”.

SECTION 2: The geographic boundaries of the “US-1 Corridor” shall be as depicted on the map titled “Stuart Federal Highway Commercial Corridor Plan”, a copy of which is attached hereto as “Exhibit 2”.

SECTION 3: This Resolution shall be effective immediately upon adoption.

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

EULA R. CLARKE, MAYOR
MERRITT MATHESON, VICE MAYOR
BECKY BRUNER, COMMISSIONER
TROY MCDONALD, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
		ABSENT	
Y			
Y			
Y			

ADOPTED this 27th day of September, 2021.

ATTEST:


MARY R. KINDEL, CMC
CITY CLERK


EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL T. MORTELL, ESQ.
CITY ATTORNEY



THE UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WASATCH-CACHE NATIONAL MONUMENT
UTAH

TO: [illegible]
FROM: [illegible]
SUBJECT: [illegible]

DATE: [illegible]

RE: [illegible]

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17. [illegible]

Exhibit 1



FEDERAL HIGHWAY MASTER PLAN

FINAL AUGUST 2021

PREPARED FOR:



CITY COMMISSION

Eula Clarke, Mayor
Merritt Matheson, Vice Mayor
Michael Meier, Commissioner
Becky Bruner, Commissioner
Troy McDonald, Commissioner

COMMUNITY REDEVELOPMENT AGENCY

Eula R. Clarke, Chairperson
Merritt Matheson, Vice Chairperson
Michael Meier
Becky Bruner
Troy McDonald
Tom Campenni
Pete Walson

COMMUNITY REDEVELOPMENT BOARD

Chris Lewis, Chairman
Tom Campenni, Vice Chairman
Frank Wacha
Pete Walson
Katherine Makemson
Nina Dooley
Nikolaus Schroth

STAFF

David Dyess, City Manager
Kev Freeman, Development Director
Pinal Gandhi-Savdas, Community Redevelopment Agency Administrator
Jordan Pinkston, Executive Assistant to the Development Director, CRA Program Specialist

WITH FUNDING BY:



PREPARED BY:



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ABBREVIATIONS & TERMS

ADA	Americans with Disabilities Act
AADT	Annual Average Daily Traffic
CRA	Community Redevelopment Area
CRB	Community Redevelopment Board
DEO	The Florida Department of Economic Opportunity
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
Martin MPO	Martin Metropolitan Planning Organization
NACTO	National Association of City Transportation Officials
RRR	Resurfacing, Restoration and Rehabilitation
TCRPC	Treasure Coast Regional Planning Council
TDP	Transit Development Plan
LRTP	Long Range Transportation Plan

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services, please call 288-5306 or email mkindel@ci.stuart.fl.us. Hearing-impaired individuals are requested to telephone the Florida Relay System at 4711.

EXECUTIVE SUMMARY

In coordination with the City of Stuart and with funding from the Department of Economic Opportunity the developed Master Plan provides clear design recommendations for detailed urban design and redevelopment scenarios along the Federal Highway corridor in Stuart.

For the City of Stuart, the workshop, surveys, and interviews offered an opportunity for citizens, property owners, and others to identify and evaluate land-use patterns and lasting effects of the COVID-19 pandemic in the study area. This visioning process expanded the role of citizen input, highlighting the relationships between land use, mobility, economics, and other factors. With an adopted Master Plan, the City can clearly communicate its expectations to citizens, business owners, investors, and agencies, well ahead of the capital investments necessary to enable a vibrant and sustainable City. Over time, the implementation of the Master Plan will encourage safer mobility and a more resilient economic corridor. This is crucial as issues of sustainability, growth, and transportation are paramount to local governance in Florida.

STUDY AREA

The study extends from St. Lucie Crescent Road to SE Dixie Cutoff Road and includes about a mile of Federal Highway. Relatively little redevelopment has occurred in the last thirty years along this section of the corridor which sees frequent vacancies in plazas and unfulfilled infill development opportunities. Much of the existing development is characterized by large parking lots and buildings set far back on their site. A storage facility and gas stations are recent redevelopments. It has been clearly expressed that these uses so near the downtown of Stuart are misaligned with the community vision of the area. There are numerous challenges for pedestrians, cyclists, public transit users, and vehicles which have stifled mobility and are contributing to the economic stagnation along the corridor.

KEY RECOMMENDATIONS

Through this study, it has been noted that there are inconsistencies between the assigned Future Land Use (FLU) designations and Zoning categories and the desired community vision and national and regional market trends. For this reason, the study recommends investigating the assignment of land to Commercial FLU and B-1 Zoning through much of the corridor. It is best practice to promote like development face with like development. Along the corridor today there are places where the more urban Downtown Zoning districts face the more suburban Commercial zoning districts and this can explain some of the disconnects between development and community desires.

The key to the redevelopment of Federal Highway and its sustainability over time is an investment in the public right of way. The public right-of-way is the front door to a community and as such the standards and aesthetics of that right of way should be prioritized. Today the conditions do not meet the needs of users and incremental steps to retrofit the sprawling conditions are necessary. Investments in shade trees and prioritizing the safe movements of pedestrians, cyclists and transit users over vehicle speed will improve the overall appearance and safety of the corridor while improving safety. Public investment is often followed by economic growth. Stuart has seen this relationship in the public investment along SE Colorado Avenue. Public investment can redefine the public space and therefore the redefine the vision and expectation of a place.

KEY RECOMMENDATIONS

- Invest in the corridor with incremental improvements through CRA incentive programs including the proposed Infill Tree Planting Program and the existing Business Improvement Grant.
- Invest in the corridor with placemaking and safety interventions by providing lighting, transit shelters, crosswalks, and pedestrian-orientated intersections.
- Update the existing regulations to ensure the desired street sections that promote a consistent and predictable sidewalk and planting zone as redevelopment occurs.
- Encourage a realignment of uses on the Federal Highway corridor by studying changes to the existing FLU and Zoning along the study area adjacent to downtown.



Figure 1 The conceptual redevelopment above illustrates the envisioned streetscape at Federal Highway within the study area with a 10' shared-use path and a planting strip with shade trees. Shared-use paths are used by bicyclists, pedestrians, skaters, runners, and others. A shared-use path is the bike facility that most cyclists including families feel the safest. Federal Highway between SE Dixie Cutoff Road and Kanner Highway has a posted speed of 40-mph. At that speed, a separated and protected bike facility is recommended. This concept is explored further on page 52 & 53.

BASELINE ECONOMIC ANALYSIS

BASELINE ECONOMIC ANALYSIS

INTRODUCTION

The section of Federal Highway (US-1) that is the subject of this study spans one mile from St. Lucie Crescent Road to the north (near the foot of the Roosevelt Bridge) southeast to S.E. Dixie Cutoff Road. Kanner Highway/Colorado Avenue is the main north-south arterial that connects historic downtown Stuart to I-95 six miles to the south. The intersection of Federal Highway and Kanner Highway/Colorado Avenue is the approximate geometric center of the study area. Federal Highway east of Kanner Highway represents the southern edge of greater downtown Stuart.

Federal Highway is the historic US Highway 1 that connects Key West to Maine, although very little of its historic character remains. There are still a few hotels and motels that reflect a time when, before the interstate was built, travelers would use the corridor as they embarked on vacations to tropical south Florida. Over time, the roadway has been widened to its current six-lane configuration, and the uses range from smaller, older commercial establishments and fast-food restaurants to strip shopping centers and office spaces.

Very few residences front Federal Highway in this area. While there has been some modest investment in the corridor in recent years, there is the sense that significant redevelopment opportunities still exist. Since the completion of I-95 in the Treasure Coast in 1987, Federal Highway does not typically serve as the regional or interstate facility it once did, and in many cities, the corridor has evolved into a more localized, residential address. The primary purpose of this study is to evaluate what are the appropriate forms and uses for future redevelopment on the corridor.

The image to the right illustrates the corridor study area with the specific boundary outlined in blue. The project boundary follows existing parcel lines and rights-of-way. Some parcels or collections of parcels have been noticeably excluded from the study area. These properties are not included because they contain new construction or larger functioning complexes that are not likely to redevelop. However, these properties may be assessed for their inclusion relative to improved connectivity or right-of-way improvements.

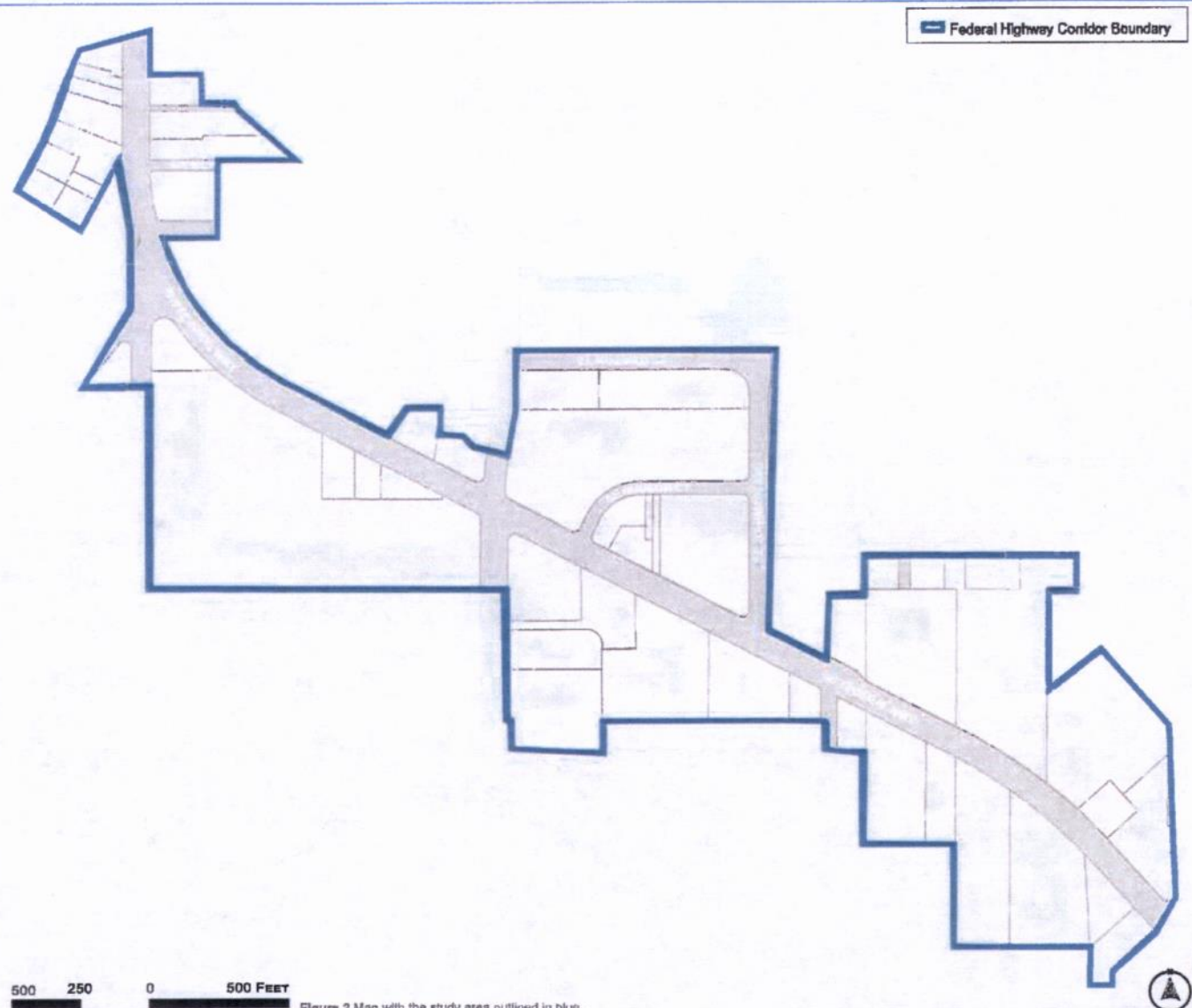


Figure 2 Map with the study area outlined in blue.

BASELINE ECONOMIC ANALYSIS

EXISTING FUTURE LAND USE

The City of Stuart Future Land Use (FLU) designations within the study area, and as provided in the city's Comprehensive Plan, are illustrated in the map to the right. These designations identify, in general terms, what are the permissible uses along the corridor. The dominant FLU designation is Commercial with the second most prominent being Downtown. The Downtown designation is likely more consistent with the desired redevelopment of the corridor. Through the development of this study, it may be deemed necessary to revise the FLU designation locations and/or specific requirements.

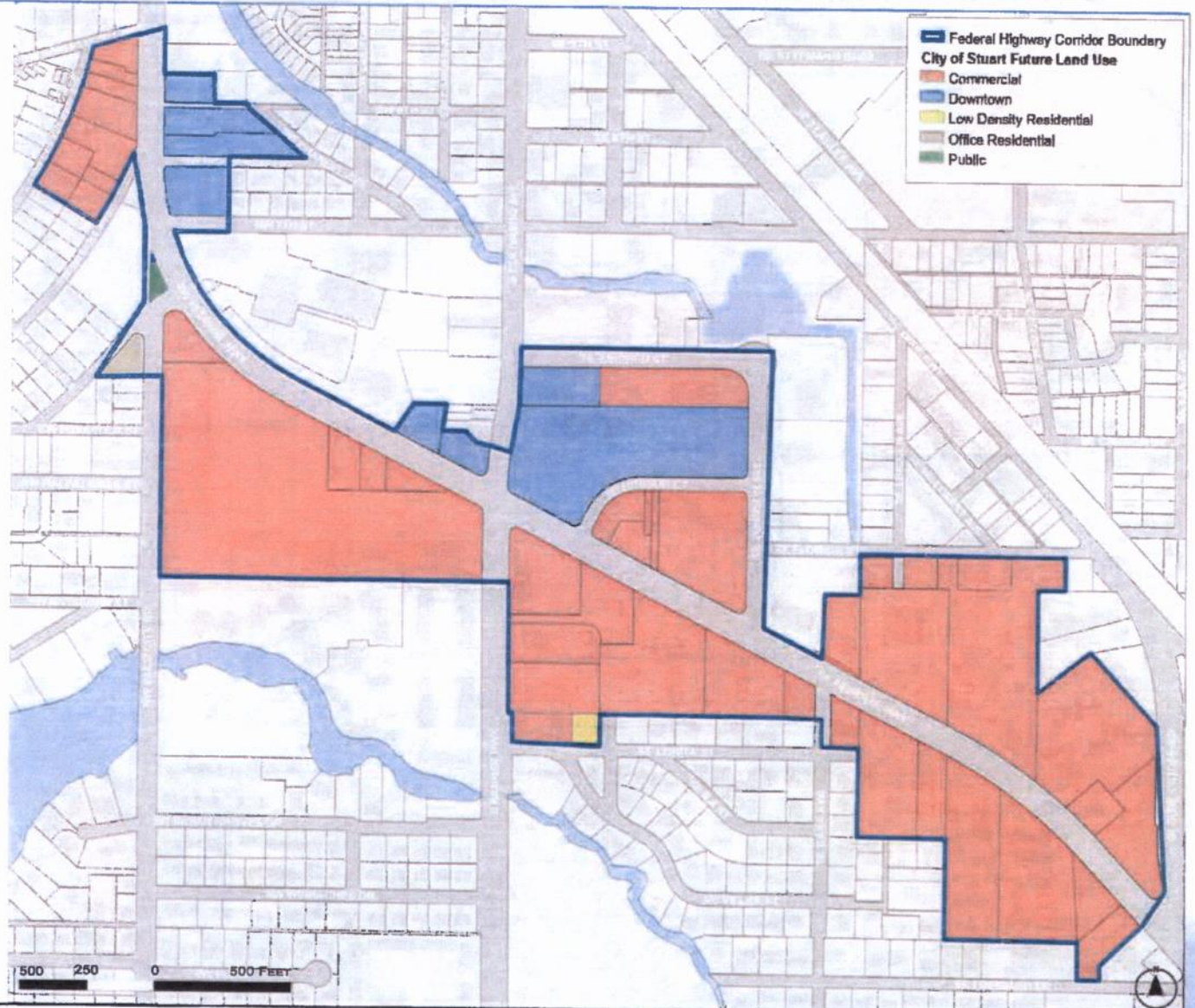


Figure 3 Map with the study area outlined in blue and Future Land Use Designations indicated.

BASELINE ECONOMIC ANALYSIS

EXISTING ZONING DESIGNATIONS

The City of Stuart Zoning designations within the study area, and as provided in the City's Land Development Code, are illustrated in the map to the right. The zoning designations provide much greater specificity in the regulations which control the development of properties. Specific uses, building heights, and placement, parking standards, etc. are controlled primarily through the zoning regulations. The FLU designations and zoning designations should be consistent with one another and, within the study area, they are. Note that the Urban Center, Urban Highway, and Urban Neighborhood districts are in the Downtown FLU categories. These areas are intended to promote redevelopment in a more urban pattern consistent with much of the historic downtown area. The B-2 Business General zoning district is more conventional, with suburban standards that have resulted in the corridor becoming much of what it is today. If there is a desire to reflect a similar, more urban redevelopment condition in the B-2 districts, there will need to be modifications to the zoning designations or regulations.

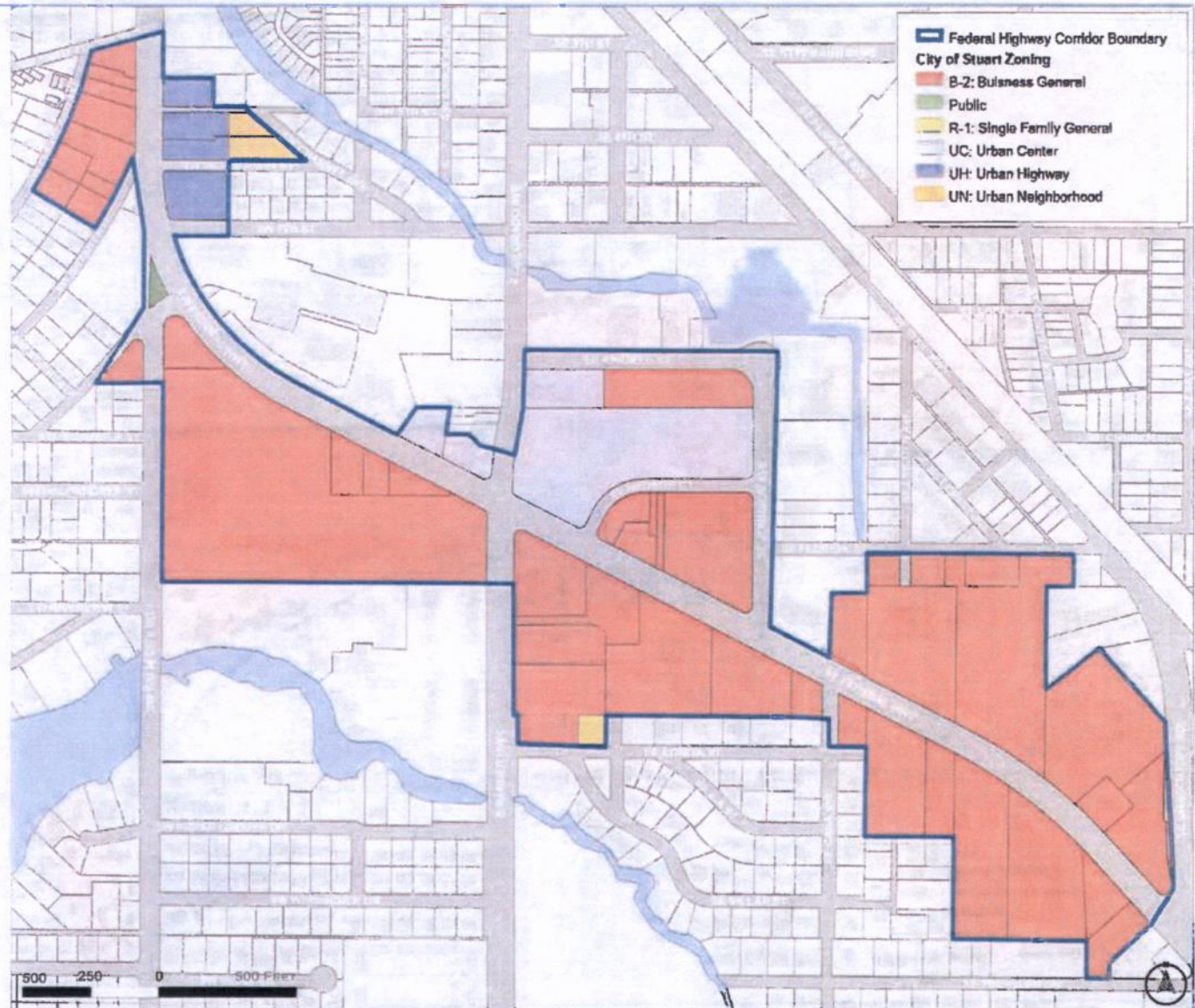


Figure 4 Map with the study area outlined in blue and zoning designations indicated.

BASELINE ECONOMIC ANALYSIS

LAND VALUE COMPARED TO TOTAL VALUE

When considering the redevelopment potential of an area, one important “lens” that planners look through to evaluate which properties are likely to redevelop is the comparison of property land value to the total value.

The Land Value is just that, the value of the land alone. The Total Value is the value of the land plus any physical improvements (buildings, driveways, swimming pools, etc.). For example, if the Land Value of a property is \$100,000 and the Total Value of the property is \$300,000, then clearly the improvements on the property are of great value relative to that of the land. In this scenario, the improvements are worth twice what the land is worth, so it is not an obvious candidate for redevelopment. However, if the numbers were reversed, and the land value was twice the value of the physical improvements on the property, the property would be a good candidate for redevelopment.

The map to the right shows the Land Value to Total Value ratios for the properties within the study area. The darker a property is colored, the less the Total Value is compared to the Land Value and those properties are typically more likely to redevelop than the lighter-colored properties.

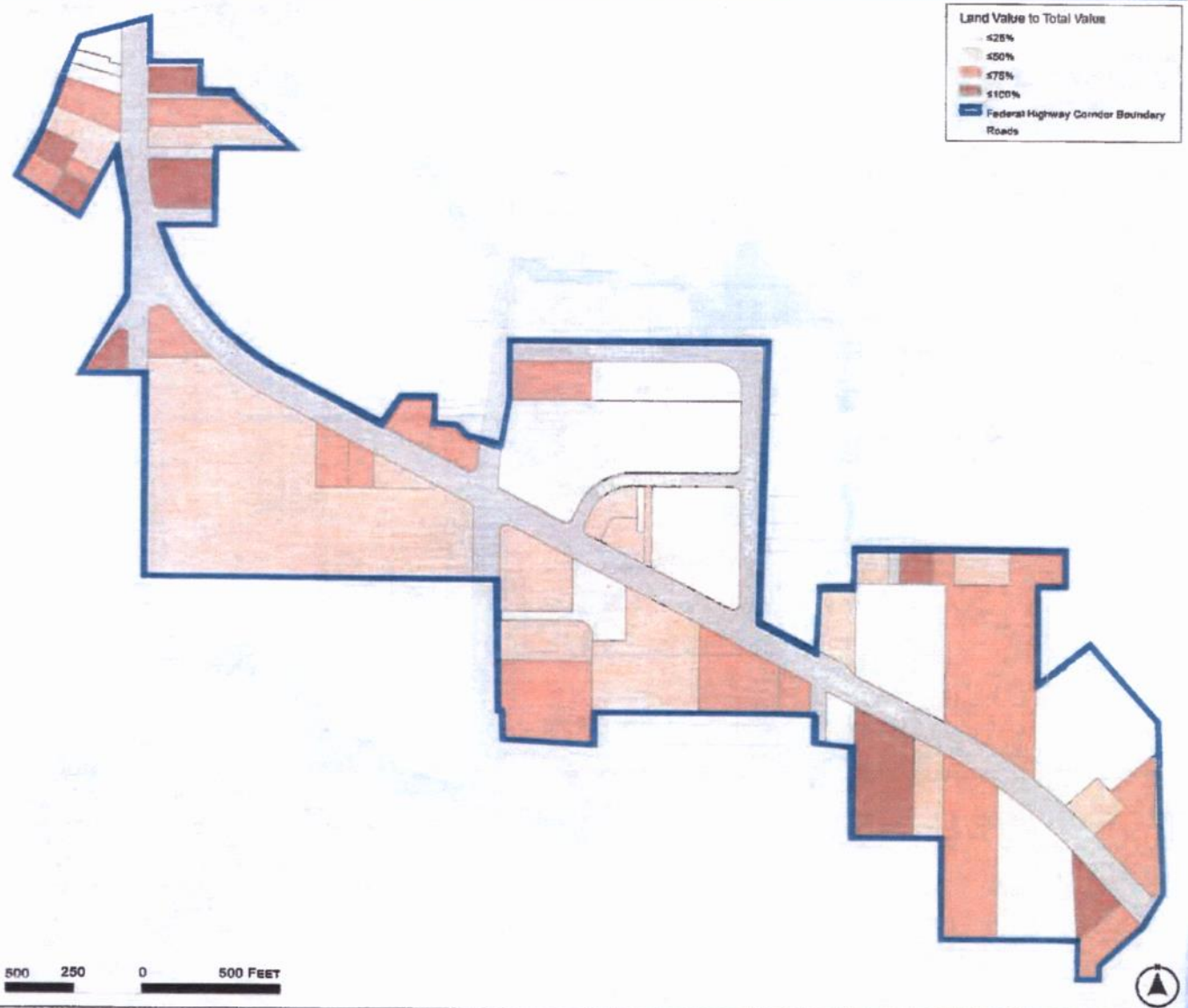


Figure 8 Map with the study area outlined in blue and the relative value of the land total assessed value indicated by percentage. Data is based on Property Appraiser data collected in December 2020.

BASELINE ECONOMIC ANALYSIS

EXISTING OWNERSHIP

The map to the right illustrates the ownership patterns and actual property owners within the study area. While many owners identified are corporations or LLCs, the names can indicate use. More importantly, this map identifies ownership agglomerations whereby a single owner owns multiple parcels. One example is the Publix shopping center at the SW corner of the Kanner Highway/Federal Highway intersection. Centro NP Publix Downtown LLC owns the center itself as well as all of the out parcels facing Federal Highway.

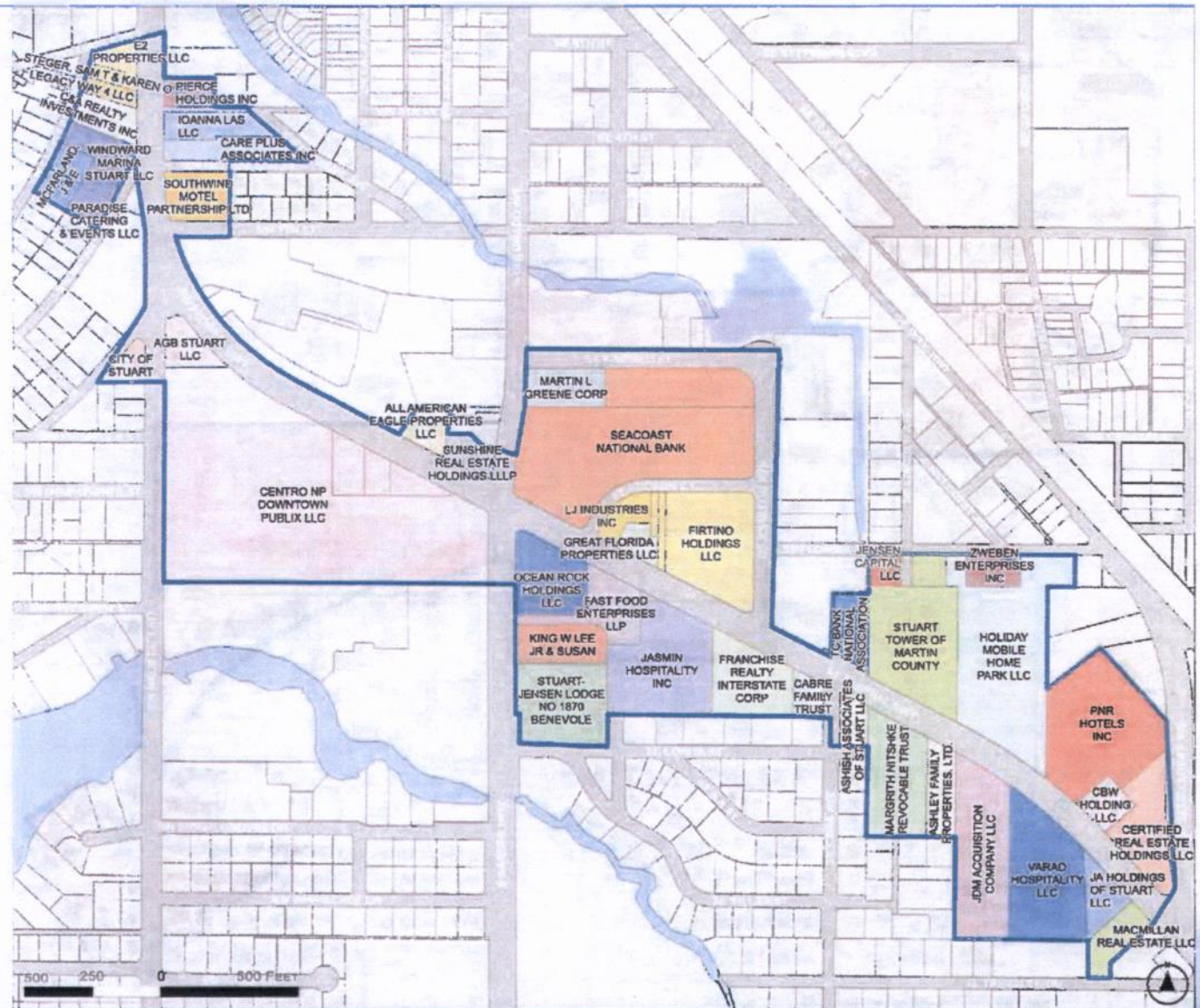
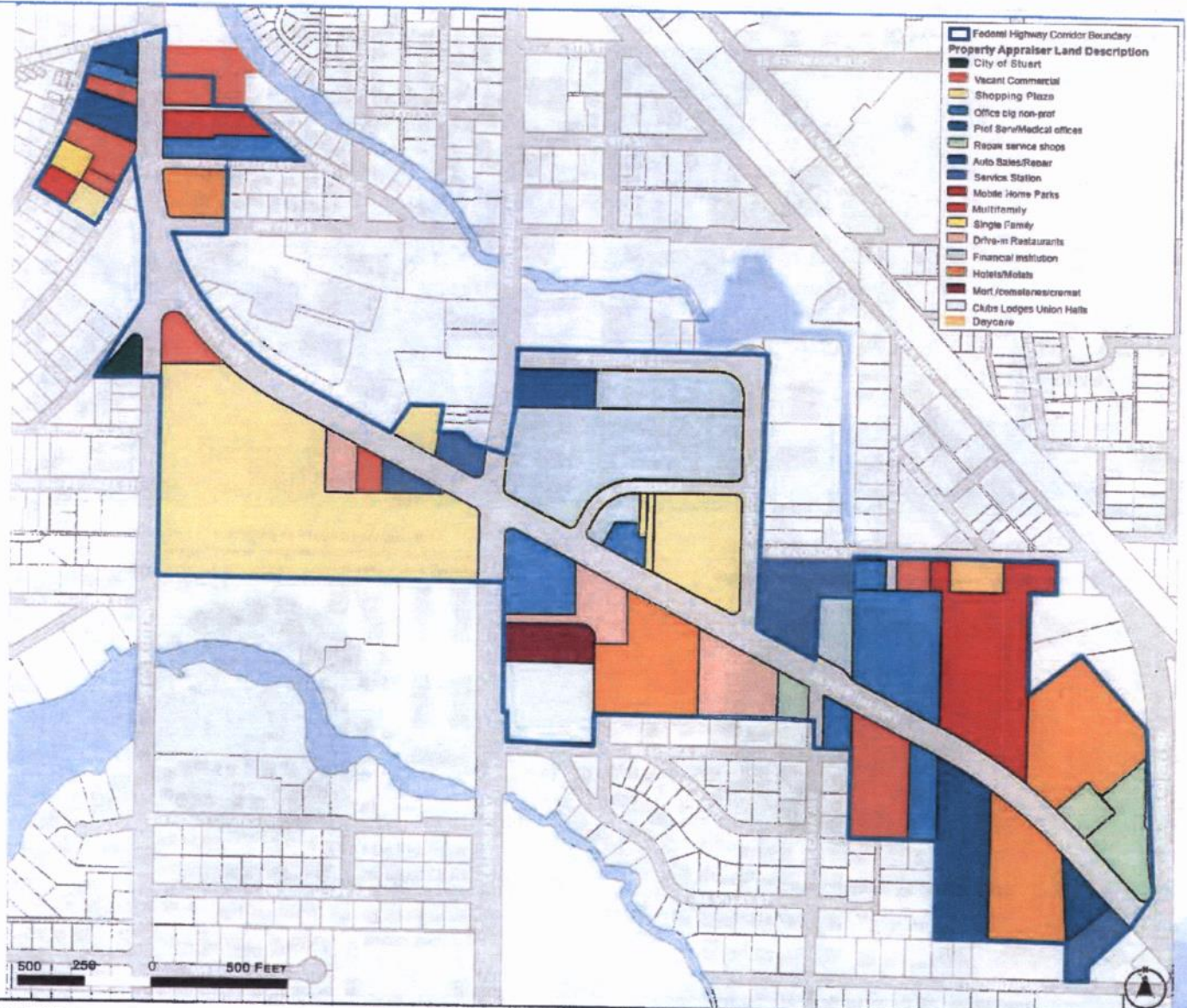


Figure 6 Map with the study area outlined in blue and parcel ownership. Data is based on Property Appraiser data collected in January 2021.

BASELINE ECONOMIC ANALYSIS

EXISTING USES

Unlike the regulatory FLU or Zoning maps, the Existing Uses map to the right identifies the actual uses on the ground today regardless of their compliance with Zoning or FLU designations. This information is coded by Land Description via the Martin County Property Appraiser's office. For example, the existing Mobil gas station at the NW corner of Colorado Avenue and Federal Highway (Sunshine Real Estate Holdings LLP) has a Downtown FLU designation and is in the Urban Center zoning district. Neither of those designations permits, gas stations however, this use is "grandfathered-in": a use that existed before that zoning or land use designation was in place. It is in this way the Existing Uses map can afford a more accurate picture of what is actually on the ground.



CITY OF STUART: MASTER PLAN OF FEDERAL HIGHWAY

BASELINE ECONOMIC ANALYSIS

INFLOW & OUTFLOW OF EMPLOYMENT

This pair of maps helps to describe the employment capture and commuter patterns within Stuart city limits and the Federal Highway corridor study area. The map on the left illustrates that 21,730 employees were commuting into Stuart for work each day while 4,396 Stuart residents were leaving the city to work elsewhere in 2018. Only 1,271 Stuart residents work within the city limits as of 2018.

The map on the right focuses on the corridor study area specifically and the total number of employees is of course smaller than citywide. Only 22 residents lived and worked within the study area in 2018. Any ability to increase the number of people living and working within the corridor can yield many benefits including enhanced mobility options and a more vibrant downtown area.

STUART

Inflow/Outflow Job Counts in 2018

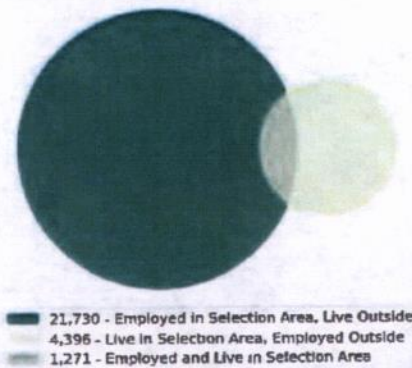


Figure 9 Graphics above reflect the municipal boundary of the City of Stuart.

FEDERAL HIGHWAY CORRIDOR

Inflow/Outflow Job Counts in 2018



Figure 10 Graphics above includes the study area, properties south of the Roosevelt bridge and a 1/4-mile buffer.

Figure 8 Data and maps to the right are based on data collected from the US Census and reflect 2018 data.

BASELINE ECONOMIC ANALYSIS

WORKER CHARACTERISTICS IN CITY

This series of maps and graphs illustrate several factors: employment concentrations, age, industry sectors, and employment distribution.

By far the largest industry sector is the Healthcare and Social Assistance sector with 39% of workers. That is followed by Retail Trade with 14% of workers and Accommodation and Food Services with 12.2% of workers.

Healthcare and Social Assistance sector includes: Offices of Physicians, Mental Health Specialists, Dentists, Chiropractors, Optometrists, Mental Health Practitioners, Physical, Occupational and Speech Therapists, and Audiologists. Podiatrists, All Other Miscellaneous Health Practitioners, Outpatient Care Centers, Family Planning Centers, Substance Abuse Centers, HMO Medical Centers, Kidney Dialysis Centers, Freestanding Ambulatory Surgical and Emergency Centers, Medical and Diagnostic Laboratories, Home Health Care Services, Ambulance Services, Blood and Organ Banks, General Medical and Surgical Hospitals, Specialty Hospitals, Nursing Care Facilities, Residential Intellectual and Developmental Disability Facilities, Mental Health Facilities, Continuing Care Retirement Communities and Assisted Living Facilities for the Elderly, Residential Care Facilities, Individual and Family Services, Child and Youth Services, Services for the Elderly and Persons with Disabilities, Community Food and Housing, and Emergency and Relief Services, Community Food Services, Temporary Shelters, Community Housing Services, Emergency and Relief Services, Vocational Rehabilitation Services, Child Day Care Services

INDUSTRY SECTORS IN STUART

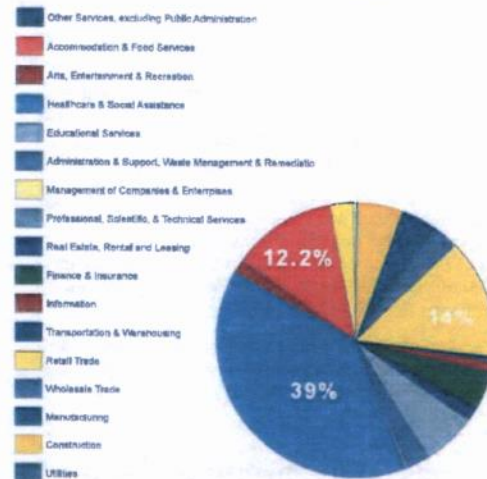
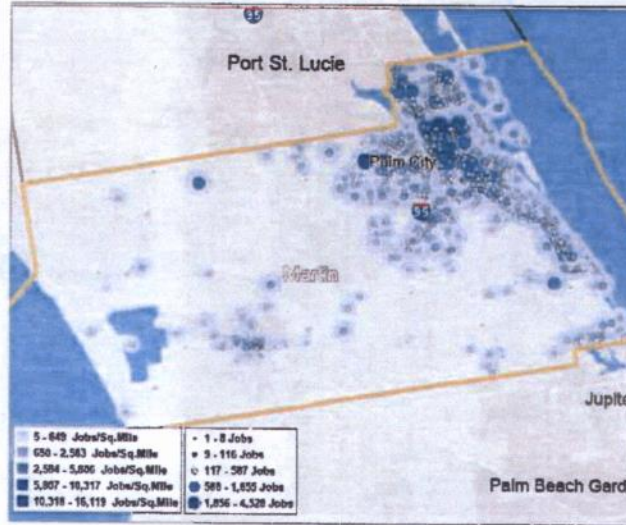
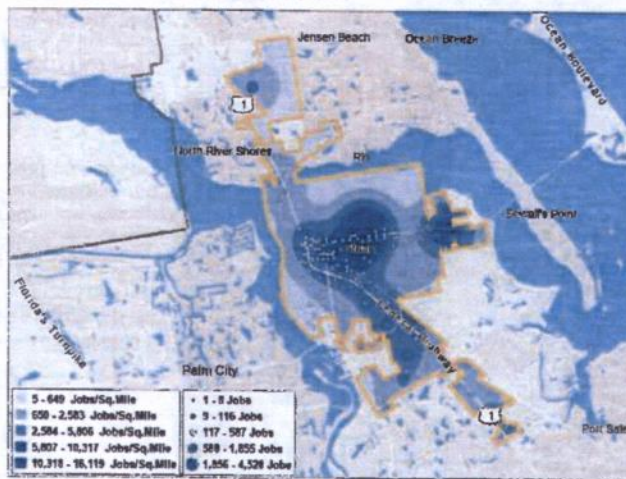


Figure 11 Charts and maps to the right and above are based on data collected from the 2018 US Census information.

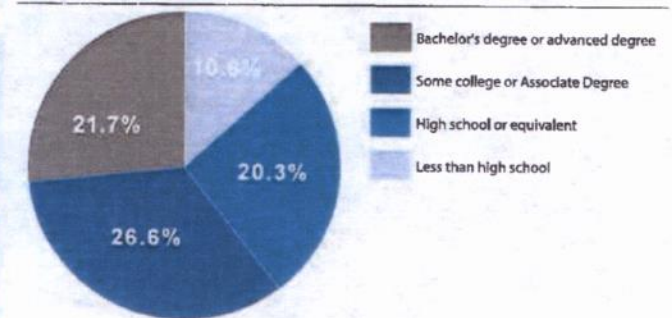
JOB LOCATIONS IN MARTIN COUNTY



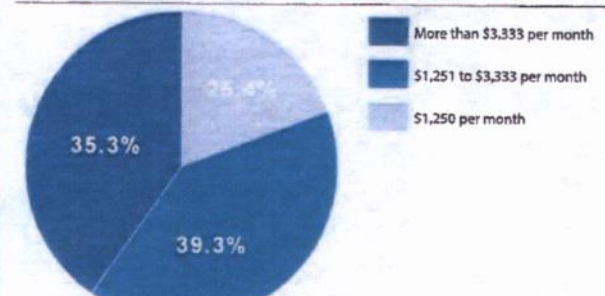
JOB LOCATIONS IN STUART



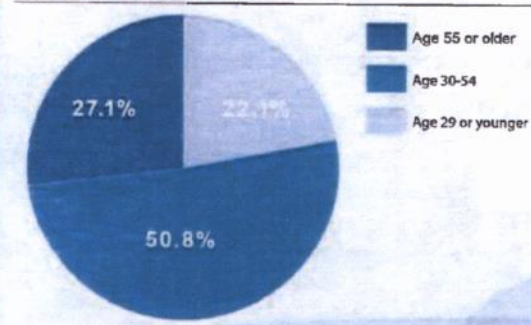
EDUCATION LEVEL IN STUART



EARNINGS PER CAPITA IN STUART



AGE IN STUART



BASELINE ECONOMIC ANALYSIS

CONTEXT ADJACENT THE STUDY AREA

The job heat map on the previous page show the importance of the Historic Downtown and the Cleveland Clinic Martin North Hospital as job centers in the area. Both are highlighted in the aerial map to the right.

Also of note, the study area overlaps with a new special district within the City called The Creek. The Creek is an Arts and Entertainment District, named for Frasier Creek which runs through it. The Creek currently includes local galleries, murals, sculptures, shops and restaurants. Their board's mission is to continue to create a vibrant arts and entertainment district and promote the businesses in The Creek.

Unlike most parts of Federal Highway in Martin County, the study area is uniquely positioned to connect to these desirable areas. As heard in the group interview, there is commercial interest in connecting the study area to the historic downtown and surrounding neighborhoods. Improved connection to downtown will support development trends towards walkable communities desired by Boomers and Millennials alike.¹²

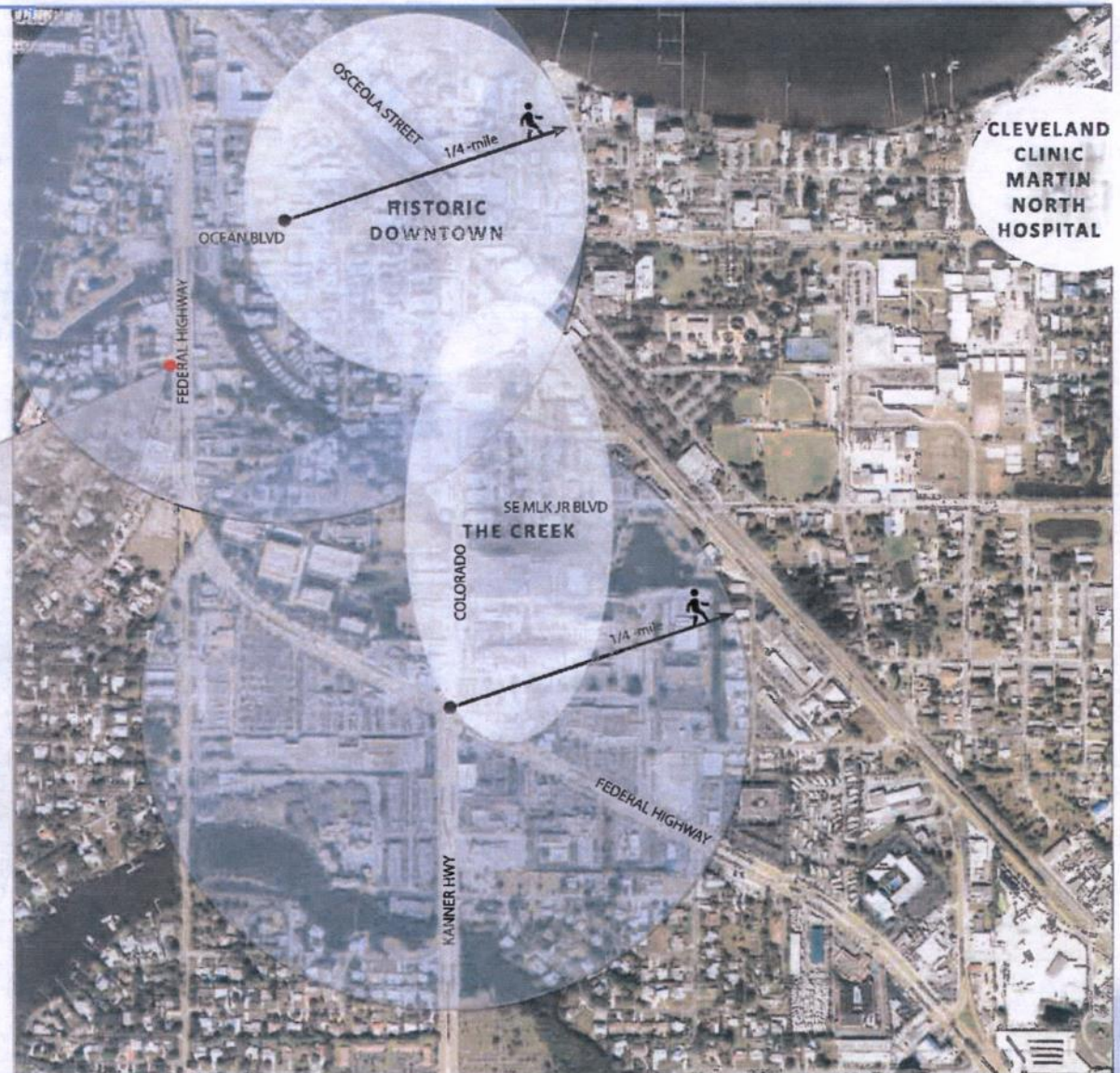
12. Interview with Michaela Fine, Director of Planning, City of Stuart, 10/10/2018. The interview was conducted by the author of this report.

13. Interview with Michaela Fine, Director of Planning, City of Stuart, 10/10/2018. The interview was conducted by the author of this report.



Figure 12 The image above as seen from the study area, includes a family on the sidewalk returning from the grocery store. This image illustrates an incredibly car dominated environment juxtaposed with pedestrian users despite the lack of crosswalk markings and sidewalk conflicts.

Figure 13 The aerial to the right highlights the 1/4-mile walking area from the study area. It includes Historic Downtown and The Creek arts & entertainment district. The Cleveland Clinic North Hospital is also in close proximity and is a major job center in the area.



SUMMARY OF FINDINGS

EXISTING CONSTRAINTS

Prior to the COVID-19 pandemic, there existed a trend away from brick and mortar retail stores, and Covid-19 has only accelerated these trends. The United States is understood to be significantly over-retailed. Analysis in 2019 of per capita leaseable shopping center space in countries around the world showed for places like France, Germany, the United Kingdom and Japan, average retail space was less than 5 square feet per person.³ In the United States, that number is more than 23 square feet per person.³ It is essential that local governments consider the revision of their land uses and zoning decisions relative to market trends. The Federal Highway corridor in Stuart is at the precipice of transition, and to be sustainable going forward, a shift in development patterns is necessary. The visible commercial vacancies coupled with private market requests for land use changes is consistent with many areas within the Treasure Coast. The primary constraints are land ownership distribution and land development regulation restrictions. The COVID-19 pandemic has accelerated trends away from office and large footprint retailers. Significant redevelopment on large vacant and asphalt dominant properties create opportunities for more variety along the corridor which could include mixed-use projects, diverse housing options, and institutional uses which benefit from proximity to work and job centers.

COMMERCIAL NEEDS & PRIORITIES

Enhancing all modes of transportation and mixed-use will promote a more resilient context. Poor lighting, poor crosswalks, and access to transit limit mobility in the area and should be addressed. They are limiting factors in the mobility of people to access goods and services, the creation of a sense of place and access to the commercial uses.

USES APPROPRIATE FOR THE CORRIDOR

A Market Study was not conducted as part of this scope of services. However, there is evidence to suggest that in-town residential development is a desirable land use along the corridor. Proximity to downtown and all of the regional destinations alone, however, is not enough to ensure that residential development is compatible with, or contributive to, the Federal Highway corridor. Detailed evaluation of the design of each future project is essential to a successful delivery of future development. Developments need to be evaluated for:

- Convenient pedestrian access points for all buildings
- Shaded and protected pedestrian environment
- A connected grid of complete streets and alleys
- Appropriate scale, massing development patterns including principals such as like development facing like, i.e. residential facing residential and commercial facing commercial and where the fronts of buildings face the fronts of other buildings
- Variety in housing types and public open space
- A mix of uses that promotes the cycling and walking between destinations
- Contributions to a sustainability in building and water management

Vacancies in the study area indicate there has been an over-saturation of used-car sales and gas stations, although a few automotive maintenance and service locations have remained active and should be considered part of the diversity of the area. The study area is in close proximity to downtown and much of it within one quarter-mile of historic downtown and The Creek Arts & Entertainment district which would complement a greater diversity of uses than is present today. The City should leverage this benefit when looking at potential uses in the study area.

<https://www.fastcompany.com/90573407/many-u-s-stores-will-close-forever-thats-a-good-thing>



Figure 14 Appendix A includes an inventory of existing properties along Federal Highway as of December 2020. Each page acts like a "cut sheet" and includes a image, location and data points on the parcel included in the study area.

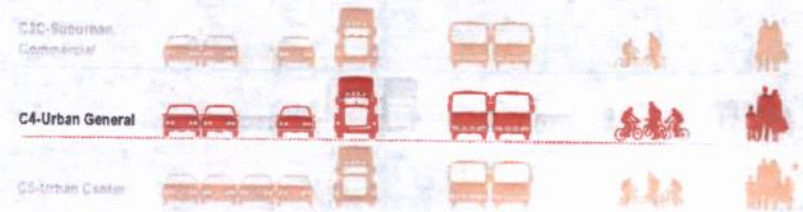
EXISTING CONDITIONS & BACKGROUND

FLORIDA DEPARTMENT OF TRANSPORTATION: CONTEXT CLASSIFICATION

Federal Highway is a street owned and maintained by the Florida Department of Transportation (FDOT). FDOT has adopted a roadway classification system to create a context-based method of assessing streets. This context classification of the street is important for setting design controls to provide support for safe and comfortable transportation for all users. A Preliminary Context Classification Designation of C4 has been assigned to this segment of Federal Highway by FDOT preliminary analysis. The preliminary context classifications are based on available GIS data.

This preliminary context classification of C4 is supported through an on-site survey of observed users and the existing mix of uses. Although not apparent from the view of much of the frontage along Federal Highway, there exists residential in very close proximity to the commercial facing Federal Highway. Furthermore, there are desirable walking and entertainment districts within the walking shed of adjacent neighborhoods, as illustrated on page 14. There is, however, a disconnect between the design features of the corridor and the context. The street is inadequate or absent many facilities to accommodate mobility.

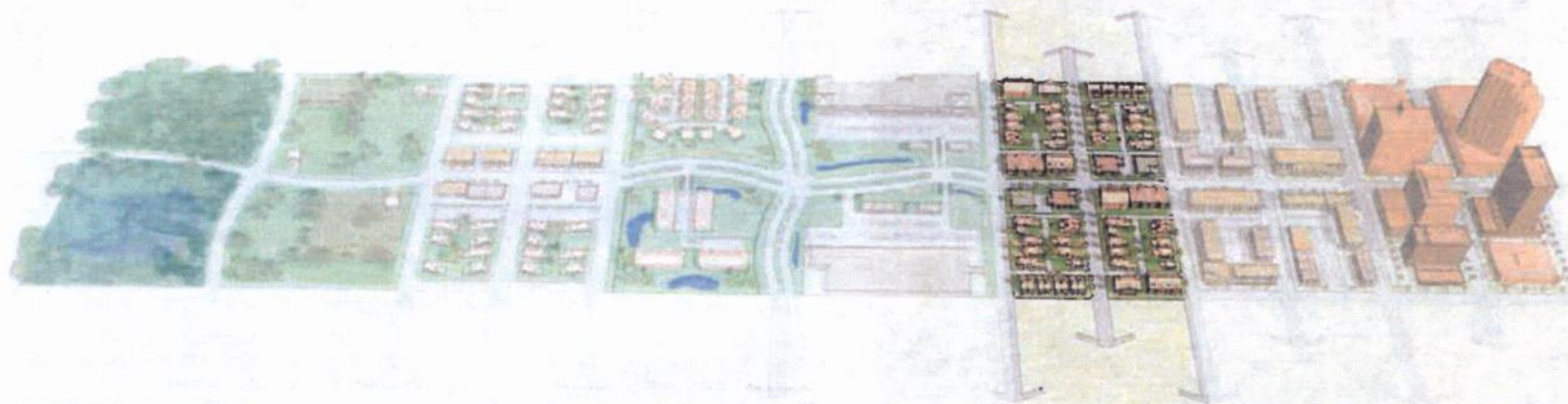
EXPECTED USES TYPES IN CONTEXT CLASSIFICATIONS



FDOT CONTEXT CLASSIFICATIONS RELATED TO SPEED



FDOT CONTEXT CLASSIFICATIONS



C1-Natural	C2-Rural	C2T-Rural Town	C3R-Suburban Residential	C3C-Suburban Commercial	C4-Urban General	C5-Urban Center	C6-Urban Core
Lands preserved in a natural or wilderness condition, including lands unsuitable for settlement due to natural conditions.	Sparsely settled lands; may include agricultural land, grassland, woodland, and wetlands.	Small concentrations of developed areas immediately surrounded by rural and natural areas; includes many historic towns.	Mostly residential uses within large blocks and a disconnected or sparse roadway network.	Mostly non-residential uses with large building footprints and large parking lots within large blocks and a disconnected or sparse roadway network.	Mix of uses set within small blocks with a well-connected roadway network. May extend long distances. The roadway network usually connects to residential neighborhoods immediately along the corridor or behind the uses fronting the roadway.	Mix of uses set within small blocks with a well-connected roadway network. Typically concentrated around a few blocks and identified as part of a civic or economic center of a community, town, or city.	Areas with the highest densities and building heights, and within FDOT classified Large Urbanized Areas (population >1,000,000). Many are regional centers and destinations. Buildings have mixed uses, are built up to the roadway, and are within a well-connected roadway network.

FLORIDA DEPARTMENT OF TRANSPORTATION: CONTEXT CLASSIFICATION

To the north and the south of the study area on Federal Highway, the context changes to C3C with posted speeds of 45-mph. Understandably, many drivers without a change in the physical street configuration, continue the same driving behavior and expectations as they enter the study area. The disconnect between context and design features hurts the ability of vehicles to easily maneuver within the study area. Increased speed is a contributing factor to the challenges of maneuverability. Numerous participants in the community survey commented on the difficulty of getting into and out of commercial centers which is compounded by the fast-moving through traffic on the corridor.

The table below compares a desirable suite of roadway features with existing conditions in the corridor. Where the features range outside the desirable the box is colored red.

FACILITY	C-4 BOULEVARD		EXISTING IN STUDY AREA	
	RESIDENTIAL	COMMERCIAL	B-1	URBAN HIGHWAY
Number of Through Travel Lanes	4-6		6'	
Travel Lane width	10-11'		10-11'	
Medians	4-18'		2-15'	
Building Orientation	Front	Front	Front	Front
Maximum Setback	15'	0'	20'	15-20'
Off-Street Parking Access/Location	rear	rear, side	50% rear	rear is incentivized
Street-side width (includes furnishing/planting strip or pedestrian buffer, clear pedestrian zone, and frontage zone)	16.5-18.5'	19'	Not specified	Not specified
Minimum Clear pedestrian zone (sidewalk)	8'	8'	Obstruction reduced to less than 4' clear None present	
Pedestrian Buffer	8' planting strip	7' tree well		
Posted Speed	25-35-mph		35-40-mph	
Bike Lanes	5-6'		None present	

Figure 16 2010 Designing Walkable Urban Thoroughfares: A Context Sensitive Approach. Institute of Transportation Engineers and Congress for the New Urbanism.

Figure 16 Moving from the north of the study area to the south, the images to the right show existing users including bicyclists and pedestrians of varying ages and abilities. The third image down illustrates one of the challenging obstacles within the sidewalk. The placement of the signal post is at the crosswalk where the curb slopes down for access. If using the crosswalk in a wheelchair, there is not adequate space for a safe turning radius. The signal post is obstructing the maneuver. When moving on the sidewalk on a bike or wheelchair and not using the crosswalk, there is inadequate flat surface to travel on, therefore the slope pushes the user into the road.



SAFETY

The design features of streets in the study area are critical for the safety of users. The Martin MPO in its *Bicycle & Pedestrian 2007-2009 Collision Report* from May 2011 identified the study area as one of the high crash locations for bikes and pedestrians within Martin County. Since that time, there has not been significant redevelopment or roadway improvements within the study area. The maps on the following pages document the crashes, and in some cases fatalities, along the corridor from December 2010 to December 2020. The mapping indicates there is still a significant concentration of crashes in this area.

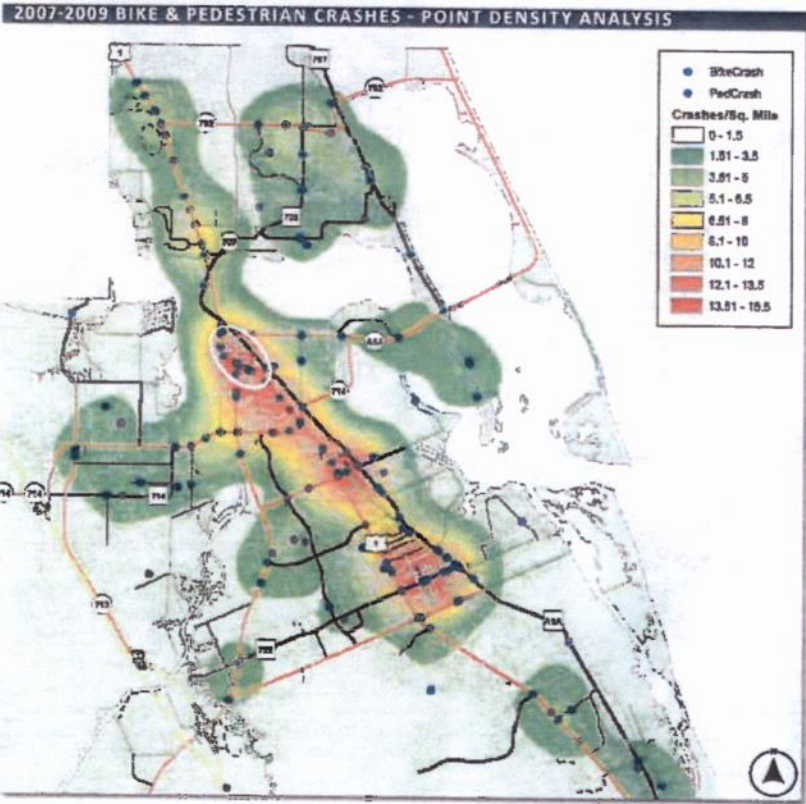


Figure 18 The above map is taken from the Martin MPO in its *Bicycle & Pedestrian 2007-2009 Collision Report* from May 2011. The study area is roughly circled in white.

Figure 19 To the right are images of how the range of visibility for drivers changes with increased speed. - nacto.org

SPEED & VISIBILITY

10-15 MPH



20-25 MPH



30-35 MPH



40+ MPH



EXISTING CONDITIONS & BACKGROUND

SAFETY

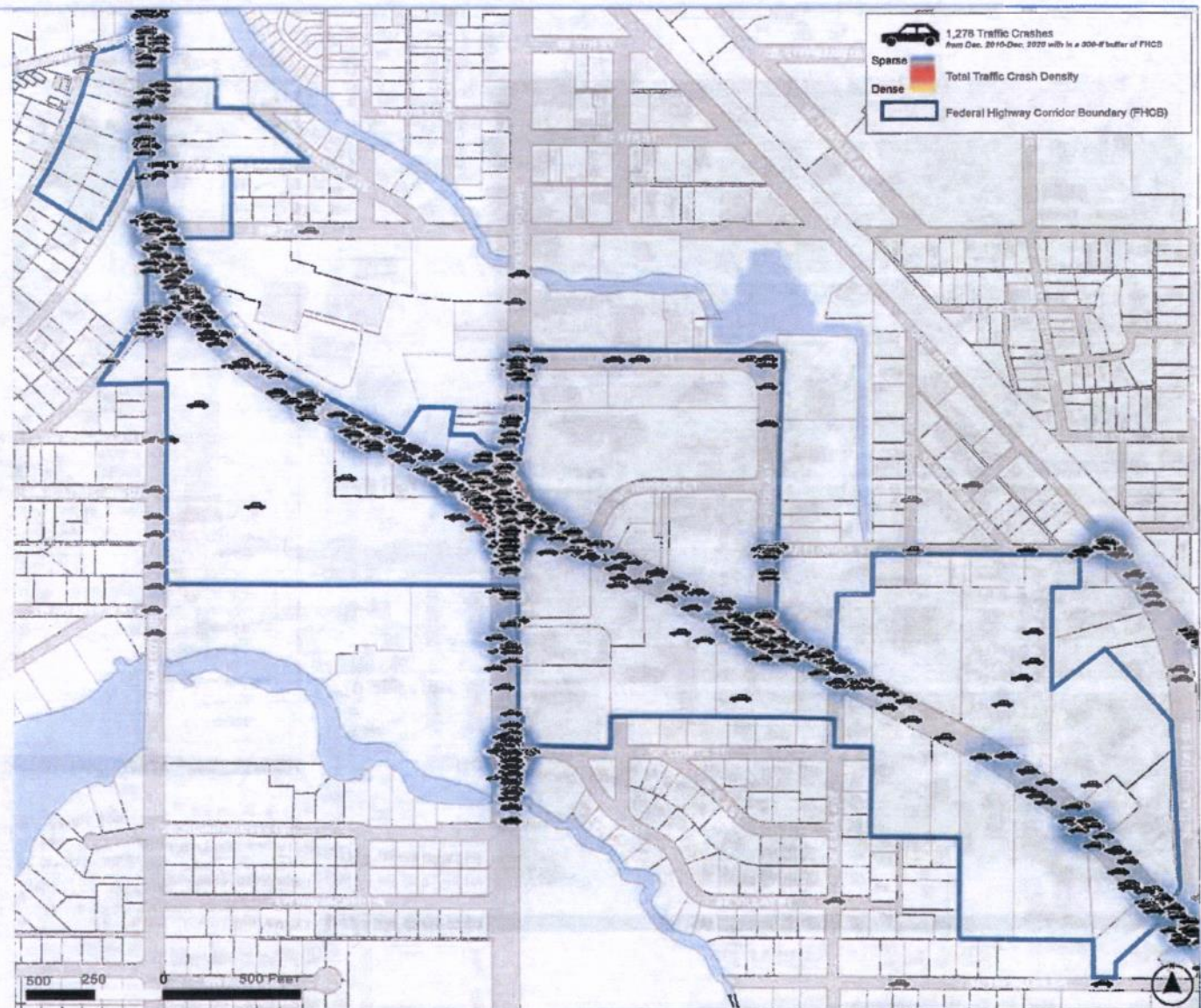
TRAFFIC CRASHES

This figure illustrates the number and location of automobile crashes within the Federal Highway study area between December 2010 and December 2020. In those ten years, there were 1,267 crashes within the study area. The vehicle symbols identify the crash location and a colored "heat" map underneath ascribes the frequency of crashes by color shade. The heat map is utilized in the forthcoming diagrams which identify pedestrian, bicycle, and fatal crashes. From this diagram, it is clear that Federal Highway is consistently plagued with automobile crashes throughout the length of the corridor with the greatest concentrations occurring at the intersections with SE Johnson Avenue, Kanner Highway, and SW Palm City Road.



Figure 20 Traffic and safety has been a long conversation in the City as seen in this newspaper clipping from 1969 about the median along the study area.

Figure 21 Crash data from Signal Four Analytics - University of Florida includes data from December 2010-2020.



SAFETY

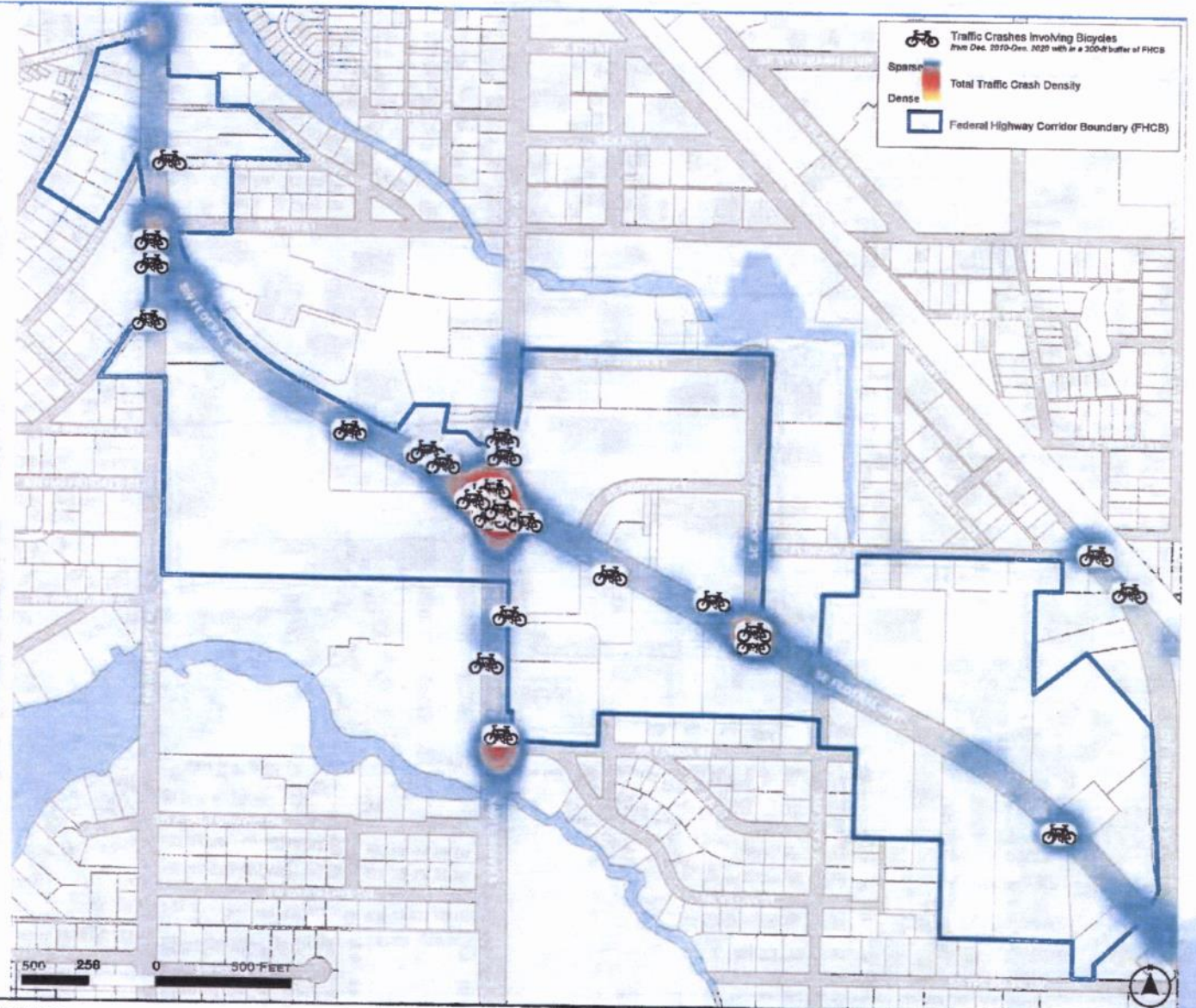
CRASHES WITH BICYCLES

In this diagram, the location and number of vehicle/bicycle crashes that have occurred in the same ten-year period between 2010 and 2020 are identified with the bicycle symbol. The heat map identifying the density of vehicular crashes is provided as an underlay. Not surprisingly there is a correlation between the location and frequency of bicycle crashes and automobile crashes. This diagram suggests a need for enhanced bicycle facilities, especially at key intersections.



Figure 22 The images above are both from high speed crashes in an area near the Federal Highway study area which occurred in March 2021.

Figure 23 Map to the right shows crash data from Signal Four Analytics - University of Florida includes data from December 2010-2020.



SAFETY

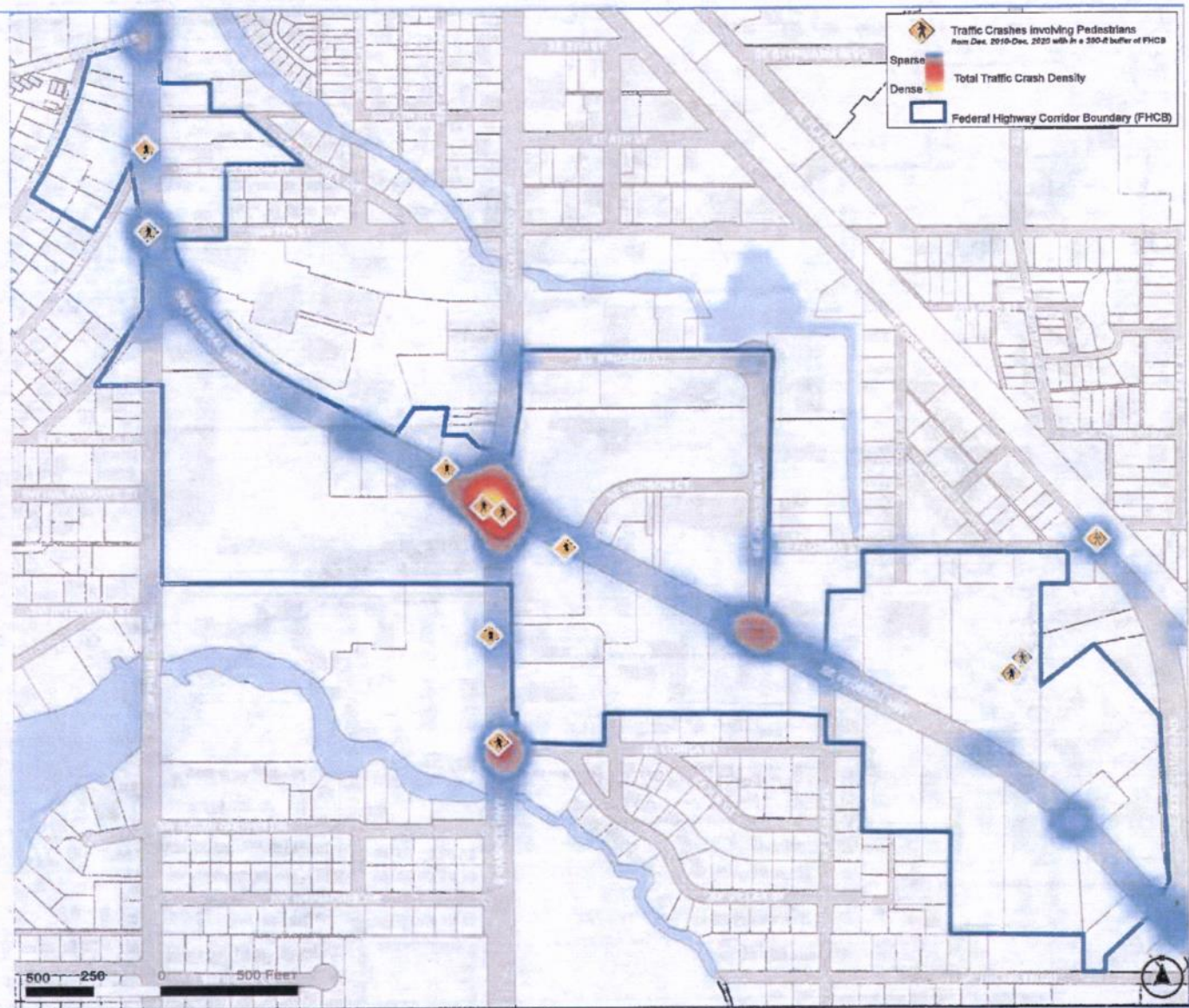
CRASHES WITH PEDESTRIANS

This figure illustrates the location and number of vehicle/pedestrian crashes within the study area. Not unlike the bicycle diagram, the pedestrian crashes have occurred primarily at the major intersections which often have traffic signals and pedestrian crosswalks. While there are fewer pedestrian incidents than those with bicycles, there is significant room for improving the pedestrian realm and the ability to safely cross the corridor on foot.



Figure 24 Images above picture the intersection of Kanner Highway and Federal Highway.

Figure 25 Crash data from Signal Four Analytics - University of Florida includes data from December 2010-2020.



SAFETY

CRASHES WITH FATALITIES

The most disturbing map of this series identifies where fatalities have occurred. Thankfully there are fewer incidents than in the previous diagrams however, as suggested by the Vision Zero movement, even one fatality is too many. Clearly, the Kanner Highway and SW Palm City Road intersections deserve attention.

VISION ZERO

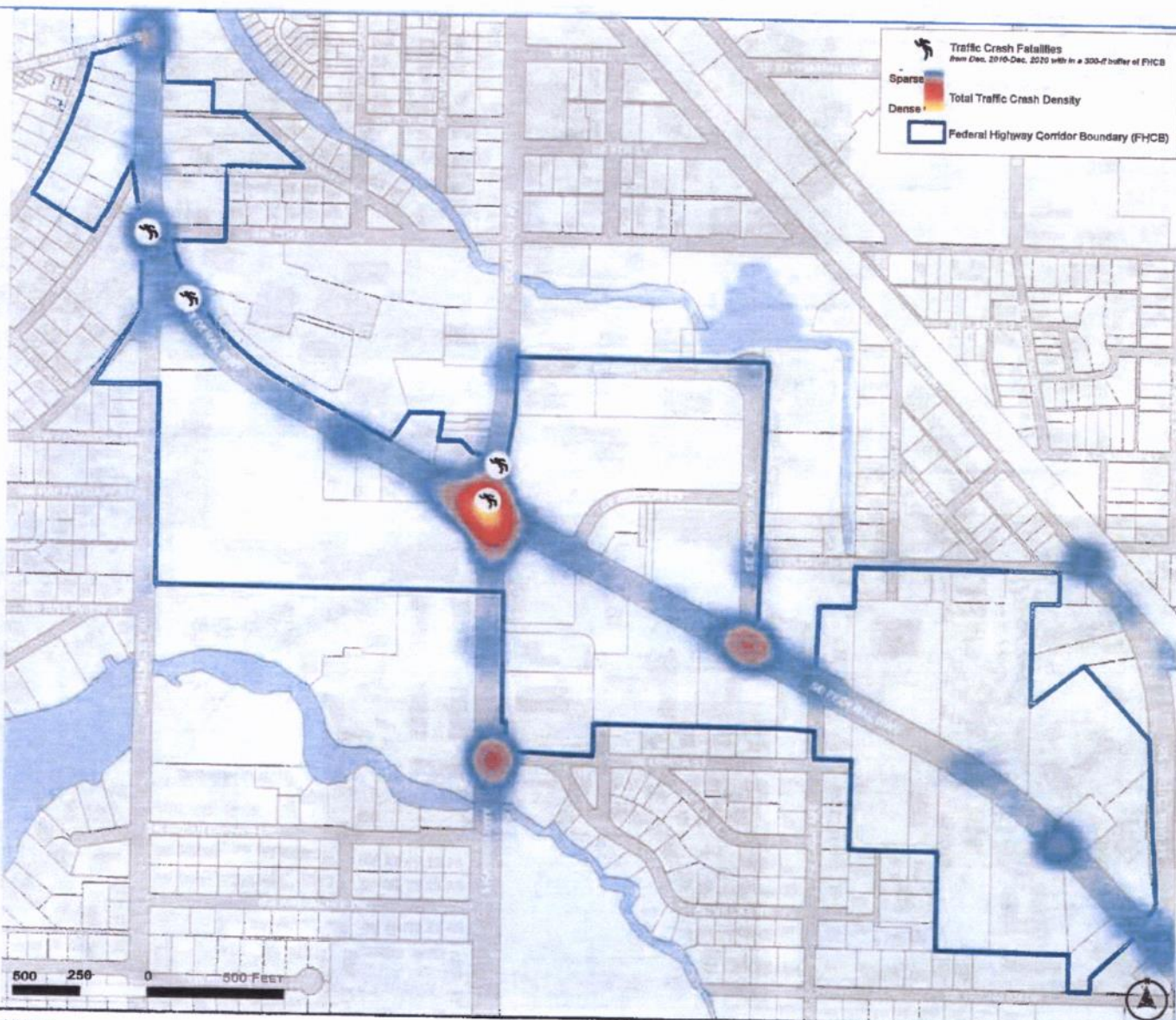
Vision Zero is a strategy to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all. First implemented in Sweden in the 1990s, Vision Zero has proved successful across Europe — and now it's gaining momentum in major American cities. visionzeronet.org

The Martin MPO is pursuing a Vision Zero Initiative to move towards reducing traffic fatalities and serious injuries to zero. Its important that the study area be included in this effort and continued coordination with the City occurs.



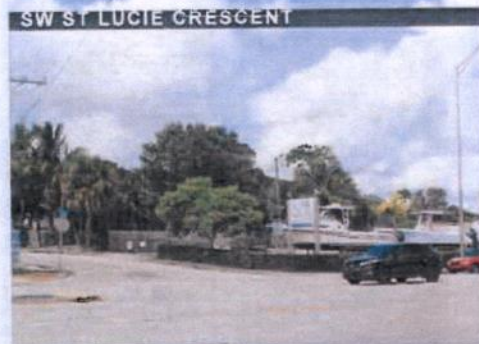
Figure 26 The above images were taken from the south end of the study area between SE Johnson Avenue and SE Dixie Cutoff Road. They are not reflected in the mapping of Crashes with Fatalities since they occurred prior to December 2010.

Figure 27 Crash data from Signal Four Analytics - University of Florida includes data from December 2010-2020.

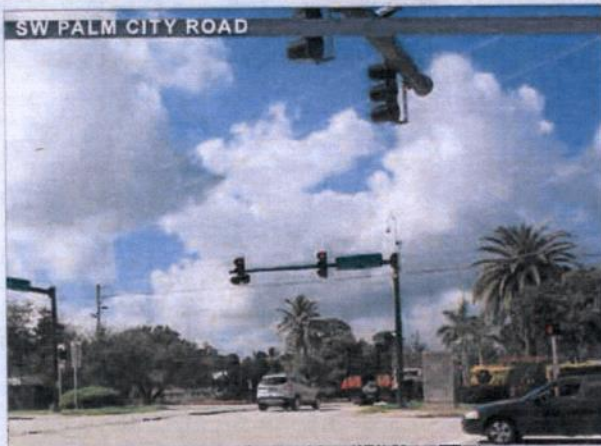


EXISTING CONDITIONS & BACKGROUND

SAFETY



SW ST LUCIE CRESCENT

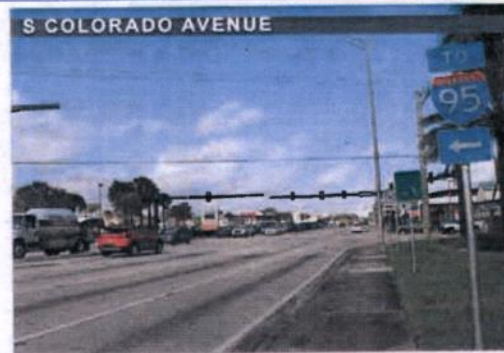


CROSSWALKS

There are only three locations along the one-mile corridor where formalized crosswalks are provided to enable pedestrians and cyclists to cross from one side of Federal Highway to the other. Despite their proximity, the lack of safe facilities makes it very challenging for non-vehicular connectivity between the neighborhoods to the south and downtown Stuart.



S KANNER HIGHWAY



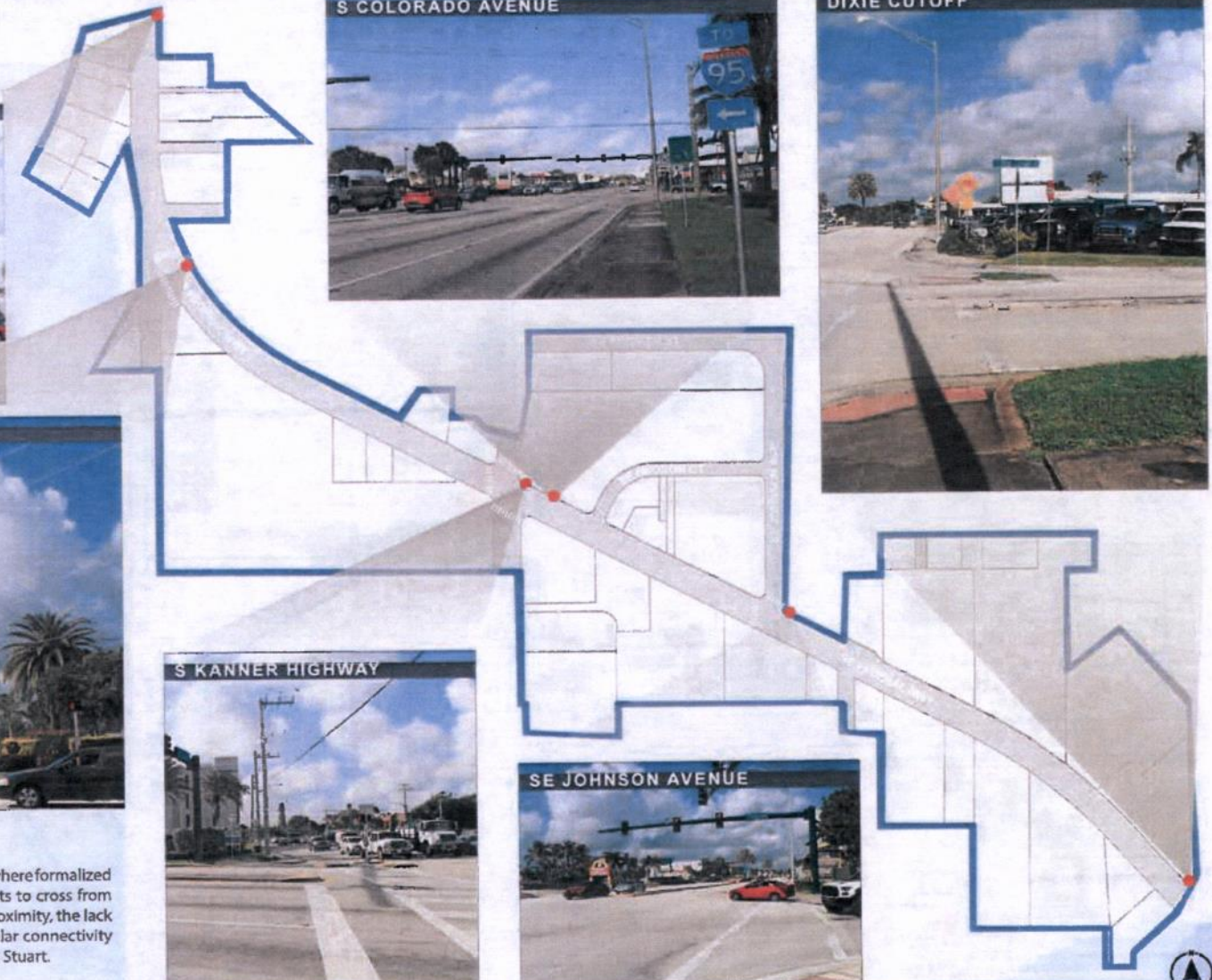
S COLORADO AVENUE



SE JOHNSON AVENUE



DIXIE CUTOFF



EXISTING BIKE NETWORK

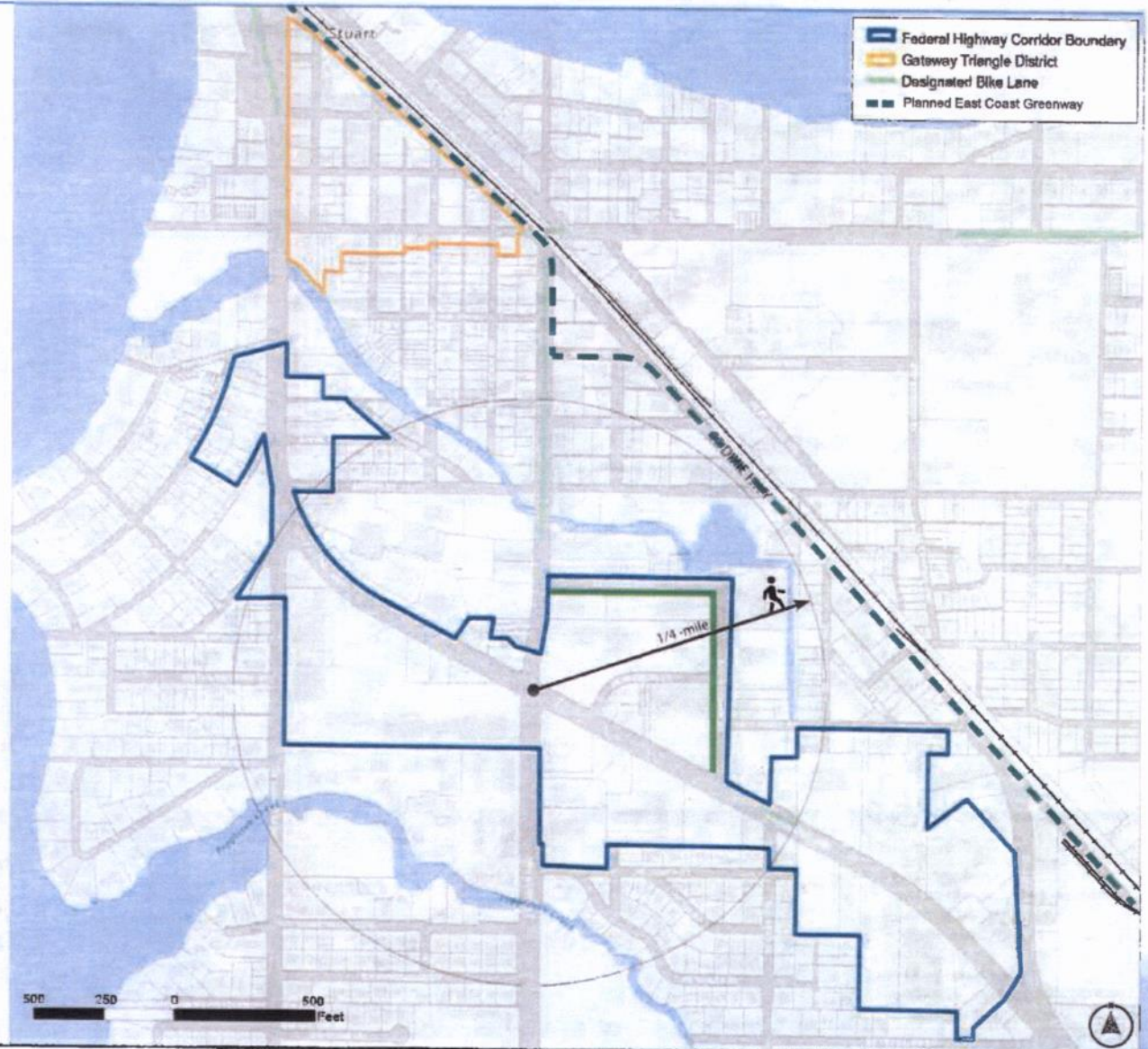
The series of maps to follow include the Federal Highway study area and an additional study area for the Gateway Triangle District. The Gateway Triangle District is the subject of a Master Plan study. Due to the proximity of the two study areas, it was determined to be of mutual benefit to study the two concurrently. The Triangle Gateway District is outlined in an orange line and the Federal Highway study area is outlined in blue.

Stuart does not have a robust connected bike network, although recent roadway improvements have included designated bike lanes. Near the study area, S Colorado Avenue was the site of a Complete Street effort which reduced the number of travel lanes, added on-street parking, and wider sidewalks along with the designated bike lanes. Properties have seen a great benefit since the improvement. After the completion of S Colorado Avenue, SE Johnson Avenue and SE Kindred Street were also improved with on-street parking, newly landscaped bulb-outs, and designated bike lanes. In the following maps, S Colorado Avenue, SE Kindred Street, and SE Johnson Avenue are unique in the mapped area for their Complete Street improvements. SE Johnson Avenue and SE Kindred Street contain the only designated bike lanes in the study area.



Figure 28 The image above is typical of the corridor. The absence of a bicycle facility contributes to the incidents of bicycle related crashes.

Figure 29 Designation of bike lanes 2019 data from FDOT.



EXISTING PEDESTRIAN BARRIERS

The map to the right describes the barrier type between the sidewalk and the vehicular travel lanes. Physical barriers protect pedestrians. The barrier has the added benefit of providing speed reduction and further enhancing the safety of all roadway users when the barrier is on-street parking or shade trees. The portion of Federal Highway within the study area does not include any protected sidewalks. SE Johnson Avenue and SE Kindred Street include the only protected sidewalks in the study area.

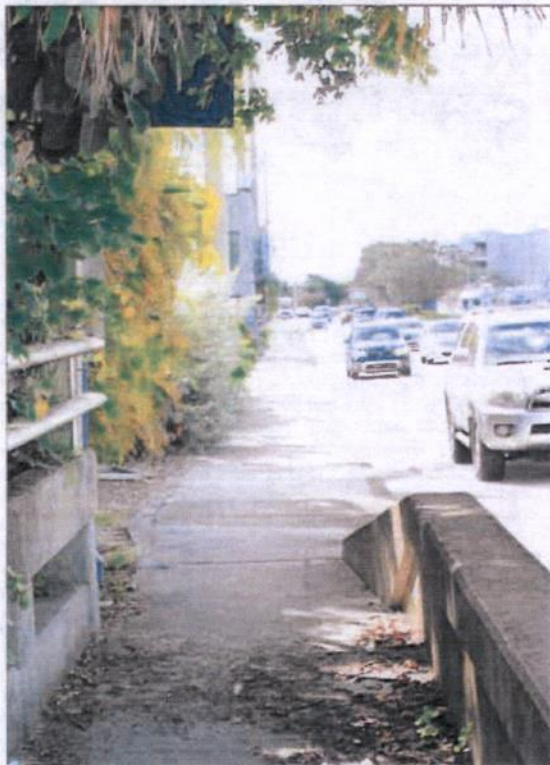
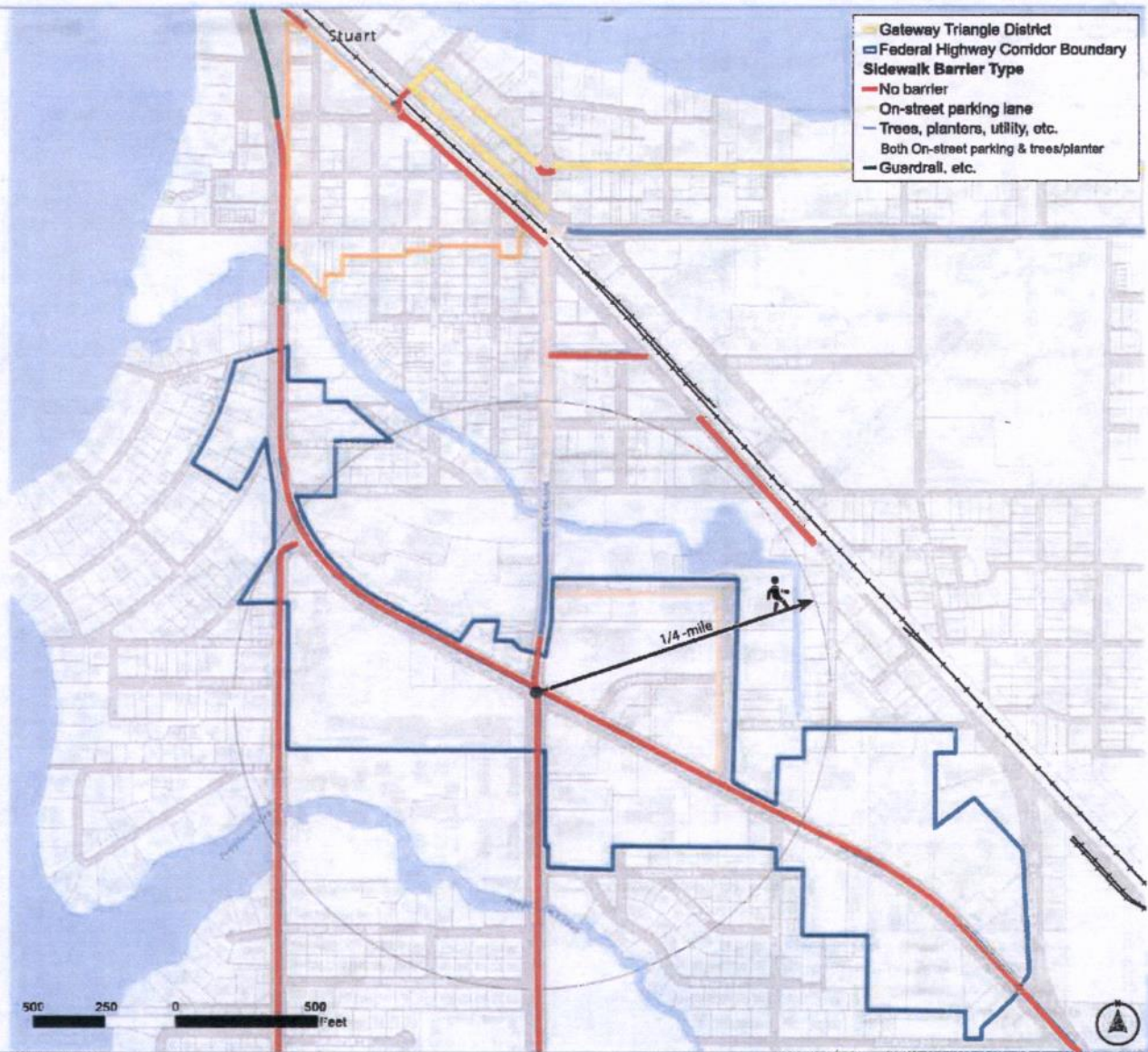


Figure 30 The image above is from the Frazier Creek bridge where an existing barrier guardrail is located.

Figure 31 Pedestrian barriers 2019 data from FDOT.



EXISTING SIDEWALK WIDTHS

The typical sidewalk within the study is 7' wide. Unfortunately, the sidewalk on Federal Highway is often interrupted with significant obstructions and does not provide a continuous safe clear path for users.

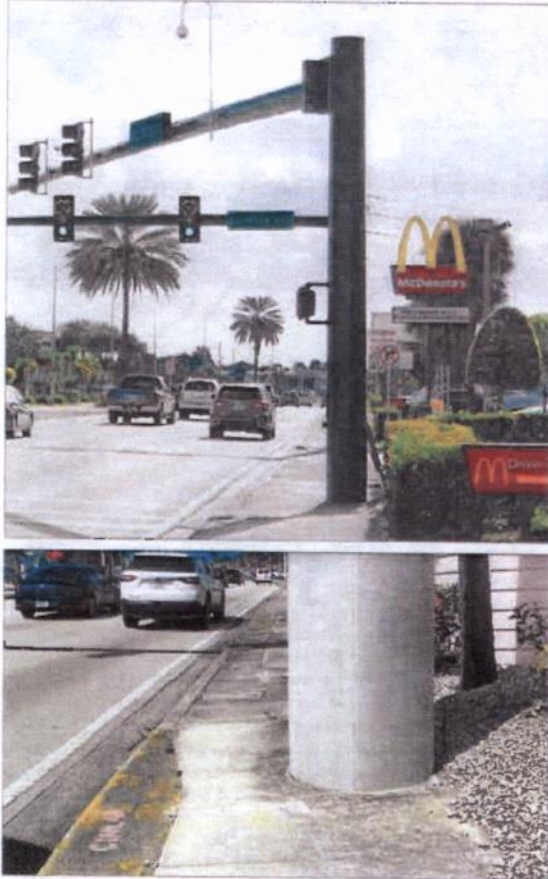
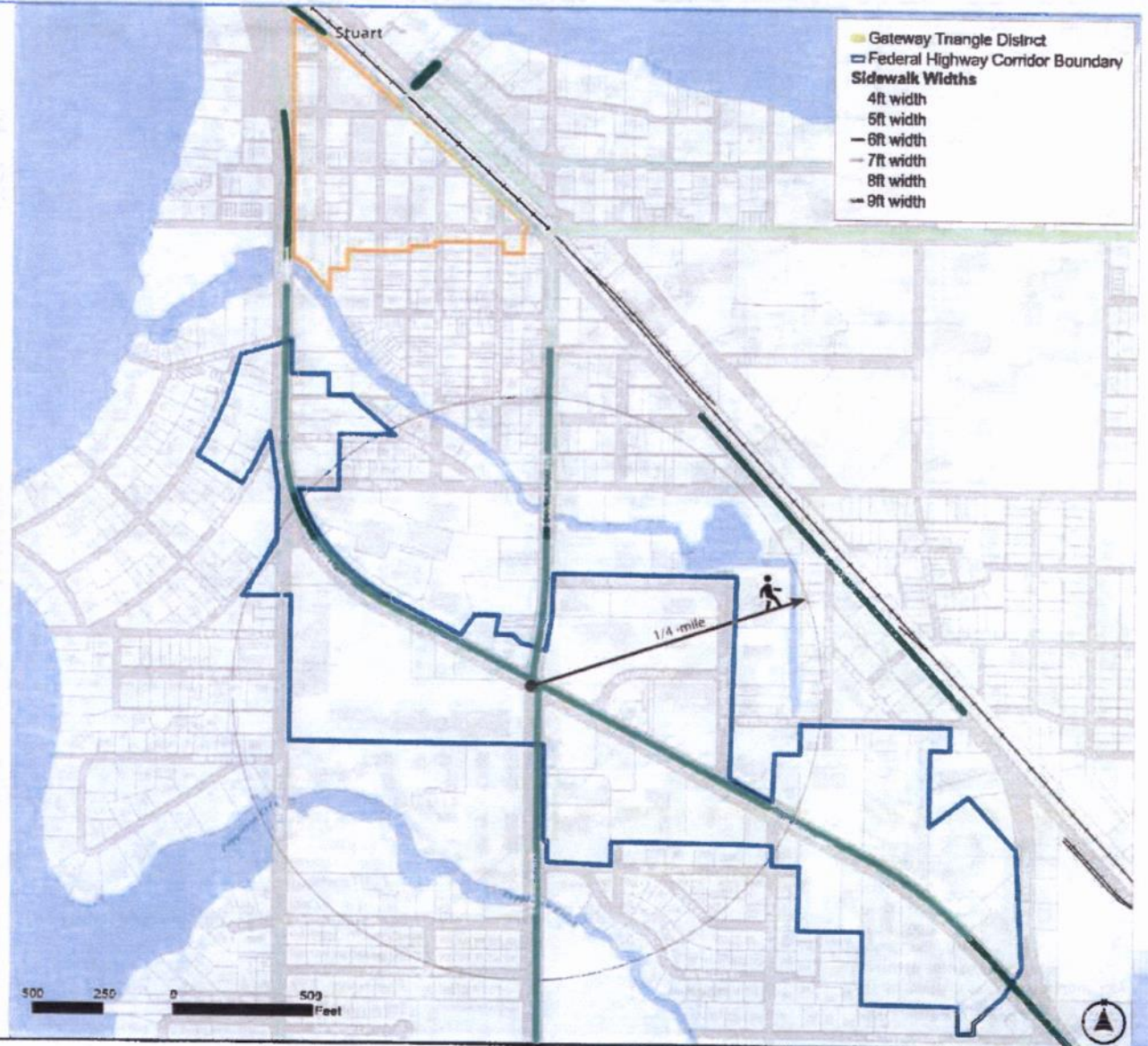


Figure 32 Images above show locations where the 7' sidewalk is obstructed by a utility poles.

Figure 33 Sidewalk widths 2019 data from FDOT.



EXISTING CONDITIONS & BACKGROUND

ANNUAL AVERAGE DAILY TRAFFIC

The annual average daily traffic (AADT) counts on Federal Highway show a noted change in the experience of the roadway in terms of volume. From Kanner Highway north to the Roosevelt Bridge, the AADT was recorded as 41,500 vehicles per day in 2019, while south of Kanner Highway the AADT was reported as 35,000 vehicles per day for the segment from Kanner Highway to Monterey Road. Based on FDOT from the AADT, there was an 11% decrease between 2016 and 2019 of vehicles per day. When comparing the FDOT historical data for the Roosevelt Bridge to Kanner Highway segment between 2017 and 2019 there is an increase of 2.5%. A complete traffic study could inform trends along corridor, but there are clearly different conditions in terms of volume north and south of Kanner Highway.

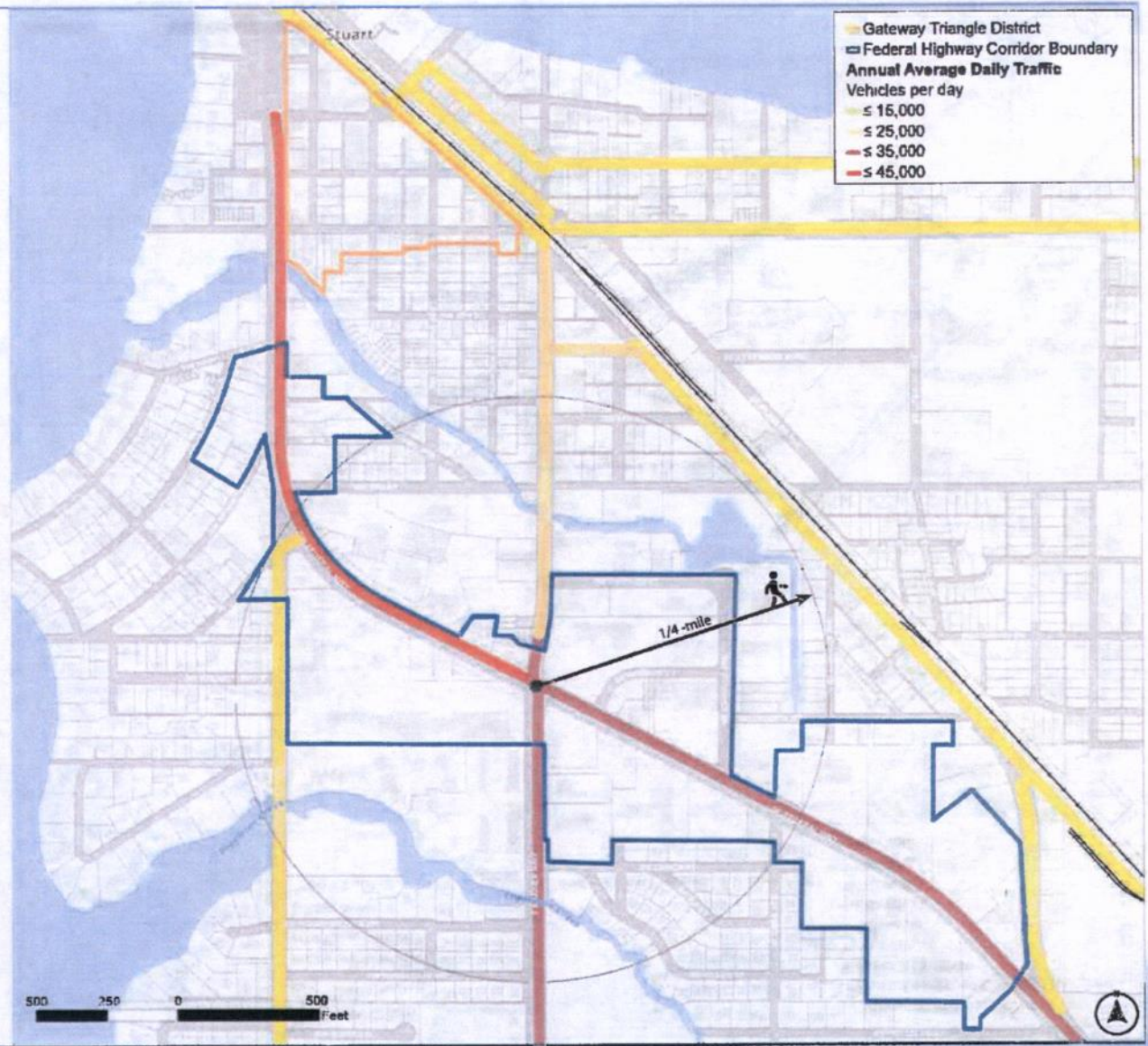
KANNER HIGHWAY & FEDERAL HIGHWAY



FEDERAL HIGHWAY AT SE DIXIE CUTOFF



Figure 34 Annual Average Daily Traffic measured by vehicles per day 2019 data from FDOT (<https://tdaappsprod.dot.state.fl.us/ltol/>)



EXISTING PUBLIC TRANSIT

Marty is a public transit system operated by Martin County. *Marty on the Move* (the 2020-2029 Transit Development Plan) is consistent with the requirements of the State of Florida Public Transit Block Grant Program. There are two Marty Bus Routes with stops on Federal Highway in Stuart. Route 1 is shown in yellow and Route 3 is shown in purple. Route 1 runs the length of Federal Highway from Salerno Road to the south to the Treasure Coast Connector which operates in St Lucie County to the north. In 2018 there were 83,467 riders on the Marty. In the Transit Development Plan 2020-2029 the number one priority identified was to split route 3 into a route 3a and 3b. The plan also called for doubling the frequency of Route 3. The stops that service both Routes 1 and 3 are minimal and do not include shelters or benches and are noted with just a simple sign indicating the route number and no other information. These are in contrast with the Marty stops elsewhere in the County which provide, at a minimum, a shelter and bench.

The City also has a micro-transit system within the downtown area called Stuart Tram. Many of these stops do include a shelter, benches, trash, and recycling bins as well as Tram information like route maps and contact numbers. This same level of service should be extended to Marty stops throughout the City including the study area.

The recent 2019 Stuart Downtown Tram Business Plan provided recommendations for the Tram's continued service. Coordination between the two fixed-route systems should be continued.



Figure 35 Typical Marty transit stop with shelter and bench. The pictured stop is at Indian River State College on Salerno Road.

EXISTING TRANSIT

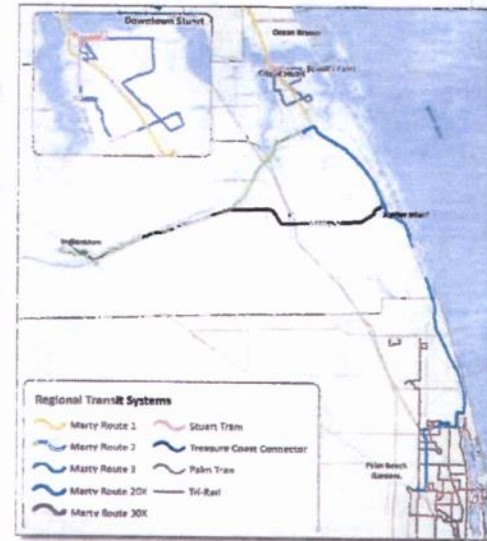


Figure 36 Typical Marty transit stop in study area. No bench, shelter or shade is provided.

Martin County 10-Year Transit Needs



NATIONAL FLOOD HAZARD

When considering redevelopment and long-term investment, it is prudent to understand the flood risk and sea-level rise projections of the area. To the right and on the following page are maps of the National Flood Hazard Area and the NOAA Sea Level Rise depth projection as they apply to the study areas.

In the map of the National Flood Hazard Area to the right, most of the Federal Highway and Gateway Triangle study area are well outside the 1% and 0.2% Annual Chance of Flood Hazard. There are, however, properties adjacent to Frazier Creek inside the study area that indicate more vulnerability to flood hazard and fall into both the 1% and 0.2% Annual Chance Flood Hazard.

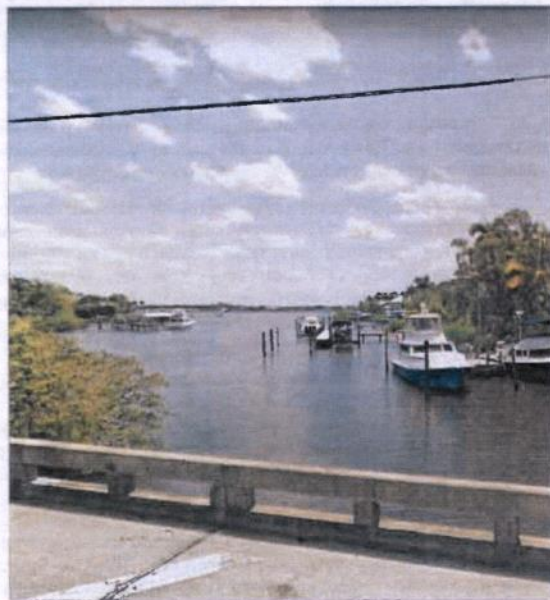
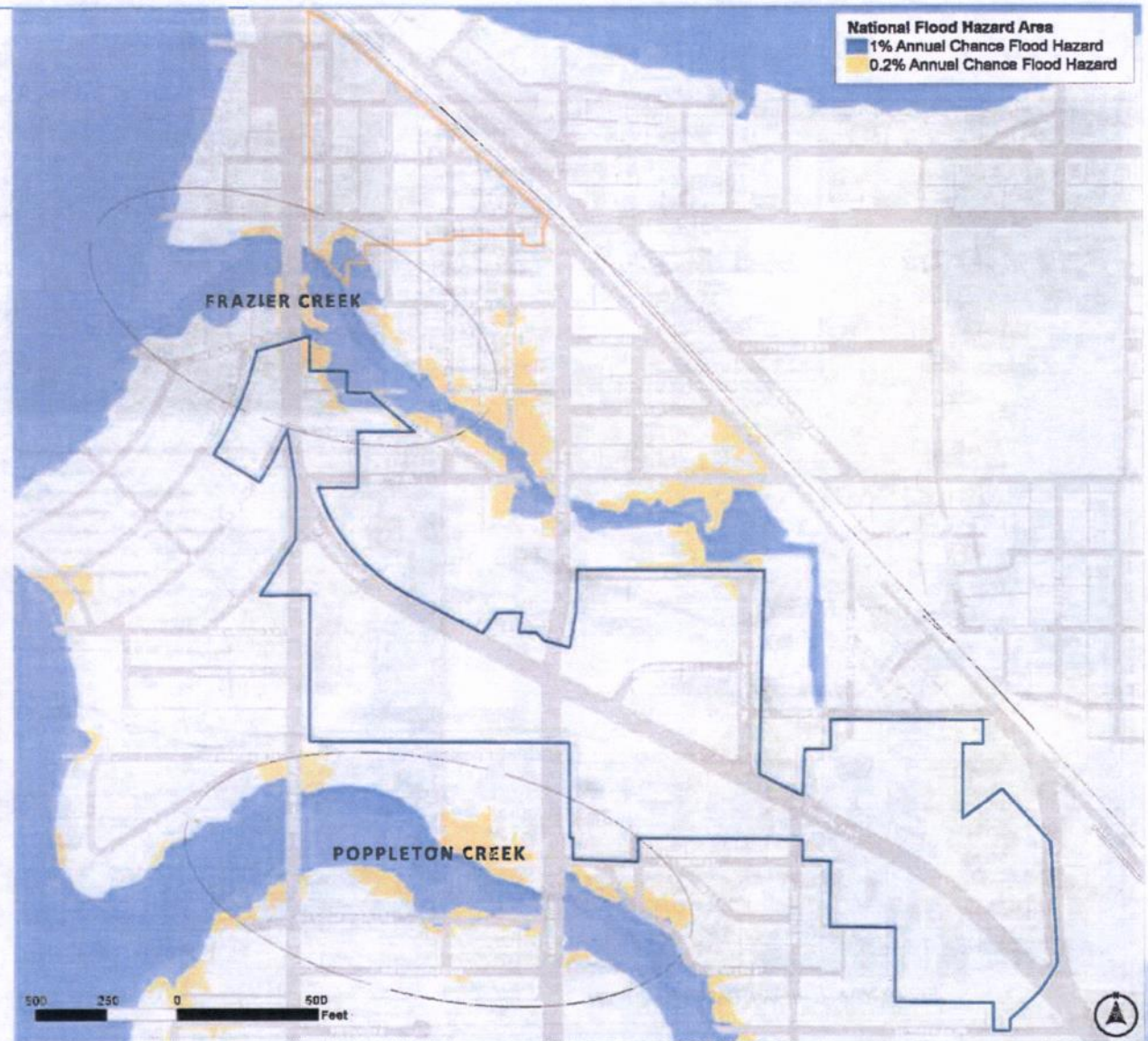


Figure 37 The image above of is taken from Poppleton Creek from bridge over SW Palm City Road looking west.

Figure 38 The National Flood Hazard Layer (NFHL) data incorporates all Flood Insurance Rate Map (FIRM) databases published by the Federal Emergency Management Agency (FEMA), and any Letters of Map Revision (LOMRs) that have been issued against those databases since their publication date. It is updated on a monthly basis. The FIRM Database is the digital, geospatial version of the flood hazard information shown on the published paper FIRMs. Updated: 02/19/2020



NOAA SEA LEVEL RISE

The map on the right illustrates sea level rise projections for 2030, 2060, and 2100 in increasingly dark shades of blue. The most dramatic is 2100 in the darkest shade of blue. The data projects a sea-level rise of 81" or 6'-9" from the present date to 2100.

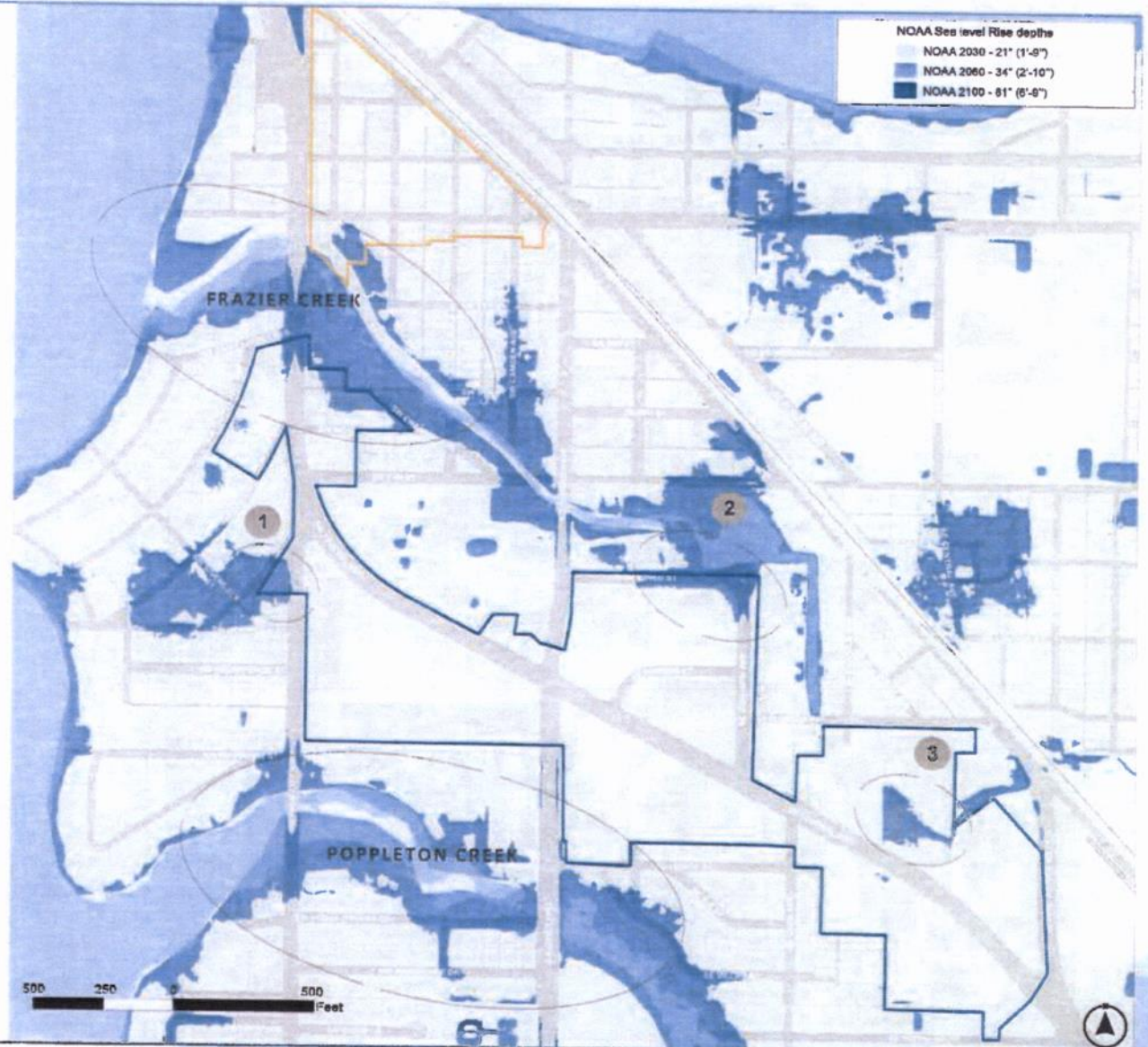
The vast majority of both study areas remains outside even the 2030 projections of 21" or 1'-9". Again, properties near Frazier Creek show potential impact from sea level rise like that of the National Flood Risk Map. In addition to Frazier Creek there are three other locations within the study area where a projected impact from sea level rise is indicated:

1. The north side of Palm City Road on land that is already City-owned and functioning as part of the stormwater management system as dry retention. This use will continue to be important on this site.
2. Further east on Frazier Creek where there is existing stormwater infrastructure and storage at Bruner Pond Park.
3. The last is the mobile home community of Holiday Mobile Home Park which has existed in the same configuration since 1954. The community sits very low and projections show inundation at 2060 projected levels. It's important to note this community is one of the few residential properties on the corridor within the study area. Many residents are employed by businesses on the corridor at businesses such as Publix, Wawa, and nearby light industrial. This workforce and residents make up some of the diversity of mobility users on the corridor. This relationship is important to maintain because it removes vehicle trips from the roadway.



Figure 40 Image above is taken from the bridge over Frazier Creek looking to the east.

Figure 41 is a Sea Level Rise Scenario created for Martin County via Grant funding via the Institute for Water and Environmental Resilience and Erin Deady Law. Creation date: 3/2019



SUMMARY OF PUBLIC INPUT

GROUP STAKEHOLDER INTERVIEW #1

SUMMARY OF CONVERSATION

A group interview session was hosted on November 18, 2020, through a virtual meeting room and included a diverse group of stakeholders from the Federal Highway corridor in Stuart. The conversation included a review of findings from Main Street America's survey, "The Impact of COVID-19 on Small Businesses," conducted March 25 to April 6, 2020, and recent Census data points on the effects of COVID-19. The survey results led to a conversation on how local impacts may, or may not be similar to national impacts. In the commercial real estate climate, stakeholders reported a significant impact on tenant lease agreements. Many tenants have renegotiated lease agreements with shorter terms, deferred payments, and reduced footprints. One broker reported that as many as 30% of leases managed had been renegotiated. In addition, there are some businesses within the study area who have closed and gone dark.

There are exceptions to some of the uncertain trends. The national increase in bike shop sales has also been observed locally. As a waterfront community in a warm climate, brokers in Stuart have also observed increased economic activity in boating, camping, and related outdoor-focused retail and services.

Stakeholders cautioned that COVID-19 pandemic trends are temporary and that many challenges on Federal Highway existed before the pandemic. Along the study area, there is significant empty commercial space and vacant property. The pandemic was noted as an accelerator of existing trends such as reduced demand for traditional office space and growth in residential housing demand of all types. Of note, there is interest in developing co-working and flexible workspaces. A stakeholder noted there has been a 97% increase in residential sales from August to December 2020.

Participants noted additional acute stress which affected the corridor this summer with the closure of the Roosevelt Bridge. The Roosevelt Bridge, located to the north of the study area, was closed on June 17, 2020, due to a detected failure in a routine inspection. FDOT worked diligently to repair the bridge and ensure safety. The closure significantly reduced the amount of vehicular traffic on a portion of the study area. The six travel lanes of the Roosevelt Bridge were redirected to other routes between June 17 and June 27. A partial opening of the Roosevelt Bridge began on June 27 which allowed four lanes to return. By July 5 all six lanes were operational.

Outside of the impacts of COVID, existing trends, and bridge closures, the physical characteristics of Federal Highway were noted as limiting the quality of the corridor and impacting the economic activity. Stakeholders discussed the lack of pedestrian or vehicle lighting in the study area. Enforcement of signage code and improved signage quality was also noted as a way of improving the overall quality of the corridor. Other topics brought before the group included the annual average daily traffic as collected by FDOT in 2019, and the poor quality of crosswalks observed on the corridor. The two relate to concerns about safety on Federal Highway. Safety is critical because as one stakeholder put it, "We'd like to see this study show ways to connect this corridor to Downtown for pedestrians and [in] perception." The study is geographically very close to Downtown which has the potential for tremendous value for many uses.

In recent history, South Colorado Avenue was a significant corridor improvement within the City. That project saw an increase in market values of 25% and an 11% reduction in vacancies in two years. Participants in the call noted the success of that street improvement hinged on the extensive door-to-door outreach to property owners and that partner advocacy groups in the City were key to advancing the project. The same strategies could be key to advancing recommendations for Federal Highway.

For information purposes, it was noted that the study area is included in the Community Redevelopment Agency. Information was provided about some of the existing incentive programs.



Figure 42 Images of participants in the Group Stakeholder Interview from November 18, 2020.

SUMMARY OF PUBLIC INPUT

SUMMARY OF POLLING

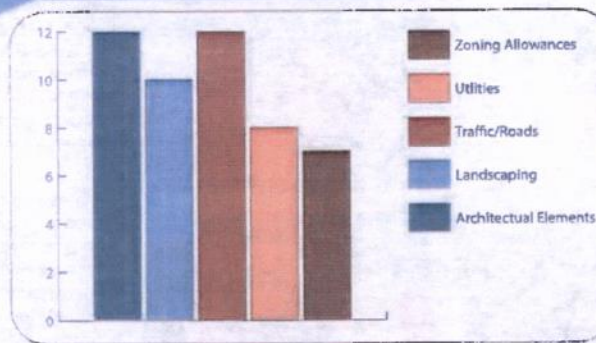
During the group interview a series of polling questions were asked. Those responses are summarized here.

In reference to US1, what is your role as a stakeholder?

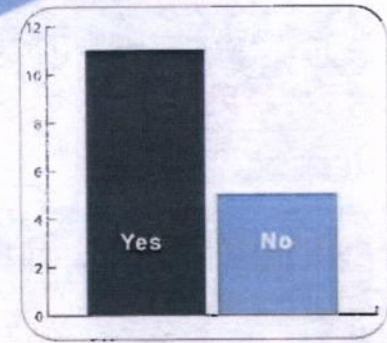
The interview included representatives from:

- Economic Development
- Nonprofits
- Chamber of Commerce
- Realtors
- Agency Representatives
- Business Tenant
- Property Owners
- Residents

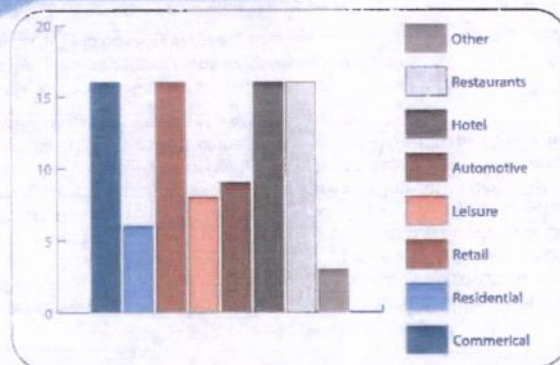
In what ways has the US-1 Corridor been negatively impacted by COVID-19? Select all that apply.



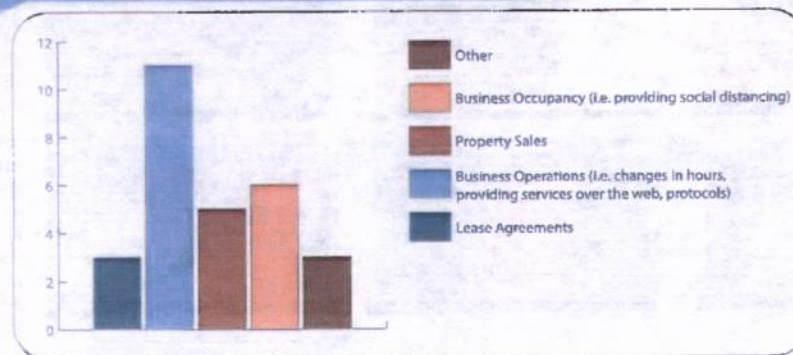
Are you already familiar with the extends of the CRA?



What uses do you see appropriate for the US-1 Corridor? Select all that apply.



Which of the following improvements do you believe would have the highest positive impact on the US-1 Corridor? Select all that apply.

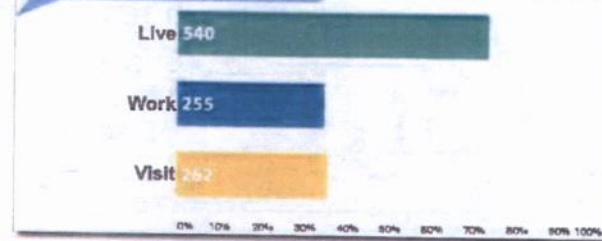


SURVEY RESULTS

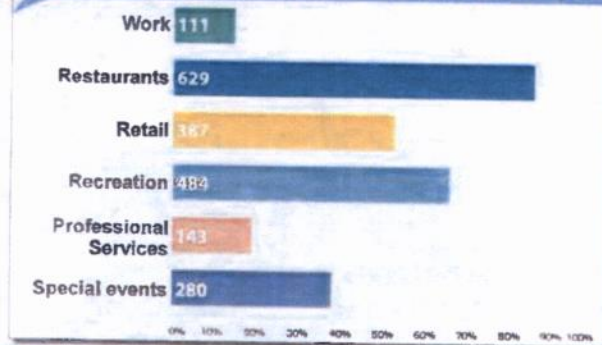
TOOK THE SURVEY?

A community survey was conducted between November 12th and December 18th, 2020 and received over 700 responses. The survey was distributed through social media on Instagram and on Facebook. It was distributed through community organization groups and the local television news featured it in their evening program and online.

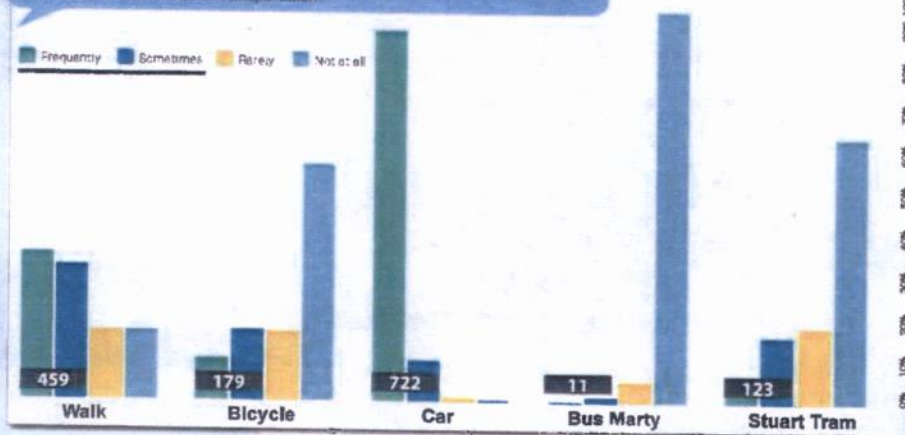
Do you live, work or visit Stuart?



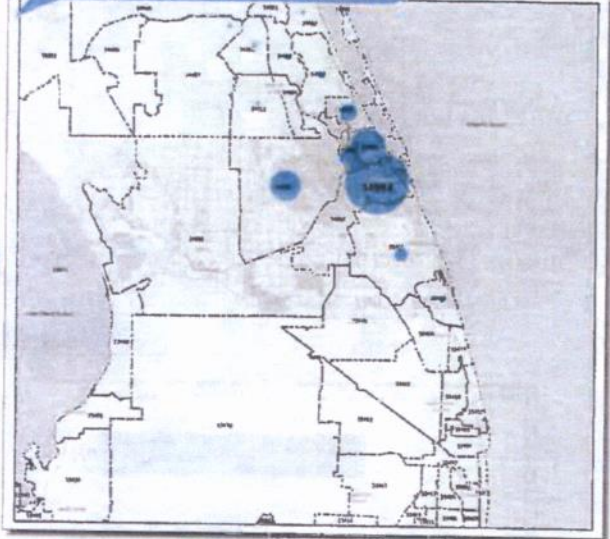
What is your top destination in downtown Stuart? Select the top three.



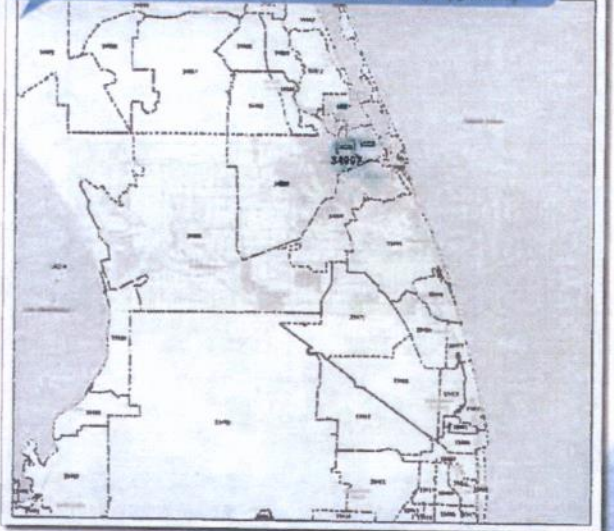
How often do you use the following when traveling in Stuart? Select one for each mode of transportation



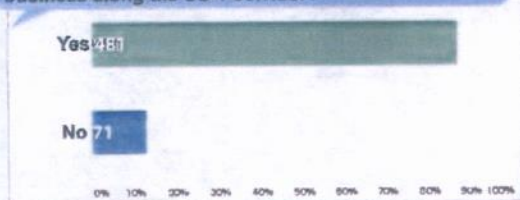
In what zip code is your home located?



In what zip code is your business located? (If applicable)



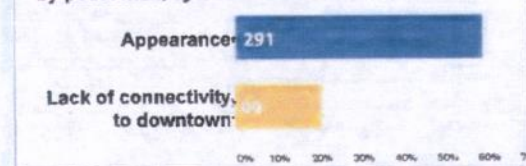
Do you think COVID-19 pandemic has affected business along the US-1 corridor?



What do you feel are impediments for existing and new businesses along US-1 in Stuart?

- Businesses are not visible from street and have poor quality signage.
- There were comments regarding the over-retail of the area.
- Access - Moving in and out of lots - connected parking lots - joint parking lots entry/egress. Maneuverability. Many wrote about the challenges in making left hand turns and turning into and out of businesses
- Speeding - speed was mentioned several times and also contributes to the maneuverability issues
- The importance of ADA and considering walkers and seniors.
- Green space and wildlife.

Not easily accessed
by Marty, Stuart Tram, 104
by pedestrian, cyclist

[illegible][illegible]

Yes 195

No 322

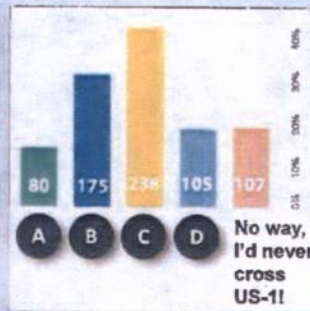
A horizontal bar chart with two bars. The first bar is green and represents 'Yes' with a value of 195. The second bar is blue and represents 'No' with a value of 322. The x-axis is labeled with percentages from 0% to 100% in 10% increments.

Response	Count
Yes	195
No	322

ABOUT US-1 IN STUART

EXISTING CONDITION

A 14.52%



A horizontal bar chart with two bars. The top bar is dark blue and represents 'Yes' with a value of 415. The bottom bar is a lighter blue and represents 'No' with a value of 136. The x-axis at the bottom is labeled with percentages from 0% to 100% in 10% increments.

Response	Count
Yes	415
No	136

[illegible]

SUMMARY OF CONVERSATION

Responses from the group and feedback included:

- There is significant northbound traffic in the morning and southbound traffic in the afternoon. Mid-day traffic is difficult to navigate. The number of vehicles in the evening drops.
- Best way to address traffic is to enhance other roadways and create additional connections.
- Willoughby extension may bring more vehicles to the south end of the Federal Highway Corridor and away from Kanner Highway north to Joan Jefferson Way.
- A desire to encourage people to use SE Florida Street and SE Dixie Highway and the Willoughby extension could be a part of that connectivity.
- A desire to encourage people to use Dixie Highway and West Ocean Boulevard.
- Connecting 7th Street and Martin Luther King Jr. Boulevard over the Frazier Creek as described in the redevelopment plan from the CRA in 2002.
- Additional turn lanes, or dedicated turn lanes, such as the southbound right turn lane from US-1 to Kanner Highway in the MPO work plan could help move more vehicles south.
- There is concern about the safety of crossing Federal Highway.
- There is a desire for a parallel corridor from Joan Jefferson Way to W Ocean Boulevard since that area is the concentration for the most traffic and challenges to egress and ingress.

VISION WORKSHOP

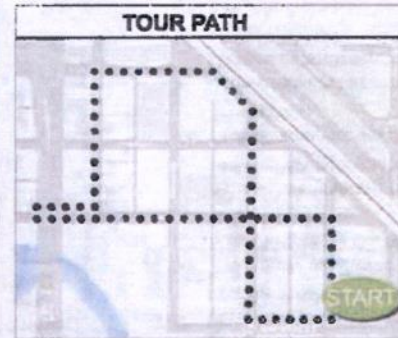
On Saturday, March 13, 2021, a visioning workshop and walking tour event was hosted by Treasure Coast Regional Planning Council and the City of Stuart. Over fifty people participated, including residents, business owners, elected officials, and City staff. The walking tour took the participants through portions of both study areas and provided firsthand experiences of the challenges and advantages in the district. The tour included a brief history of planning in the City, examples of mixed-use neighborhoods, and an introduction to Vision Zero and Complete Streets.

Feedback was provided through questions and answers along the walk and at "mini-presentations" which were facilitated by three presenters. When the tour was completed, participants were encouraged to test their road improvement concepts with the Complete the Street exercise as well as to provide feedback to facilitators at tables where they were scribed onto maps. Additional feedback was emailed by some of the participants. Feedback ranged from very general to very specific.

SUMMARY OF CONVERSATION BY AREA

BOTH DISTRICTS

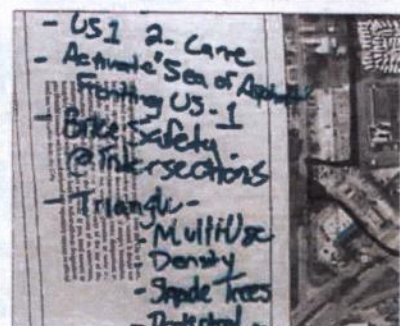
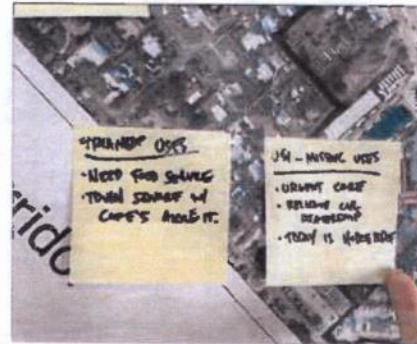
- Broad support for mixed-use neighborhoods and projects was expressed.
- Maintaining a small-town and quaint feel continues to be an important quality of Stuart. Concerns for maintaining that are often expressed with comments or questions about appropriate height and density. That said, locations along US1 and in the Triangle District were seen as appropriate places for height and density by residents.
- Historic structures are a benefit and set the tone of the neighborhood. As one participant said, "We lose charm and character with every demolished historic structure. There is nothing that can replace the authenticity of historic original structures. So, few remain, and those that are left need protection. Celebrate and acknowledge all existing historic structures within the CRA and Main Street boundaries."
- The importance of more greenery with parks, landscaping, and bulb-outs was expressed repeatedly.
- There was interest in adding fitness stops along the creek and the Sailfish Healthy Trail.
- Landscaping shrubs are often higher than 18" and need to be trimmed to promote pedestrians visibility for vehicles drivers.
- For bike lanes, a preference for the buffered bike lane as opposed to the paint where feasible was expressed. The paint can be slippery for specific types of bike tires.



ABOUT **US-1** IN STUART

ON FEDERAL HIGHWAY

- There was a lot of concern about the safety of crossing, especially at SW Ocean Boulevard.
- The intersection of Federal Highway and SW Ocean Boulevard could be the site of a totem pole or gateway feature.
- The textured stamped concrete at the edge of the sidewalk adjacent to the curb creates a navigability issue especially when on a bike.
- Many driveways are very steep and send sidewalk users into the flow of traffic on Federal Highway.
- There is a lot of sound from the traffic on Federal Highway, but the impact of landscaping is substantial at mitigating it as observed by participants. Water features were also recommended as means of mitigating the sound by a participant. There is an example of this at a local restaurant (Sailor's Return).
- Participants expressed the need for ADA accessible sidewalks and protected sidewalk conditions adjacent to the speed of traffic on Federal Highway. Currently, many light poles and power poles obstruct the sidewalks.
- Participants noted the need for more lighting along the corridor and well as attractive, pedestrian lighting.
- Missing uses mentioned include Urgent Care, upscale or boutique groceries like Trader Joe's, Whole Foods, and less desire for auto sales.



TOUR OF THE PLAN

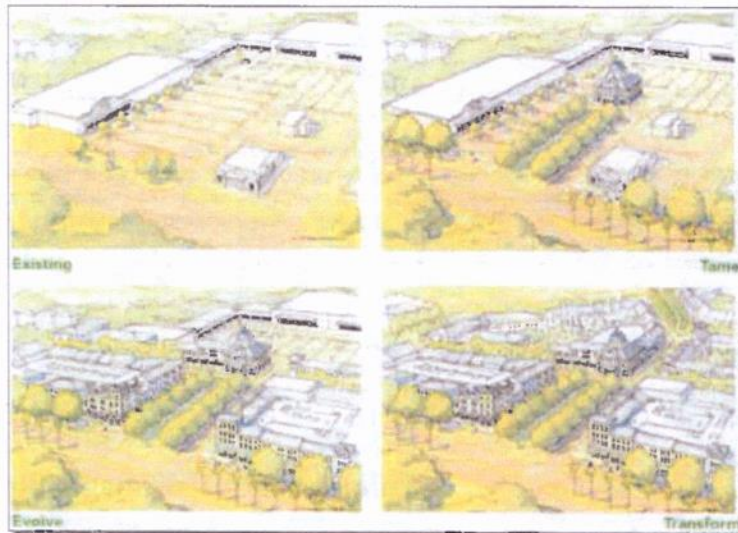
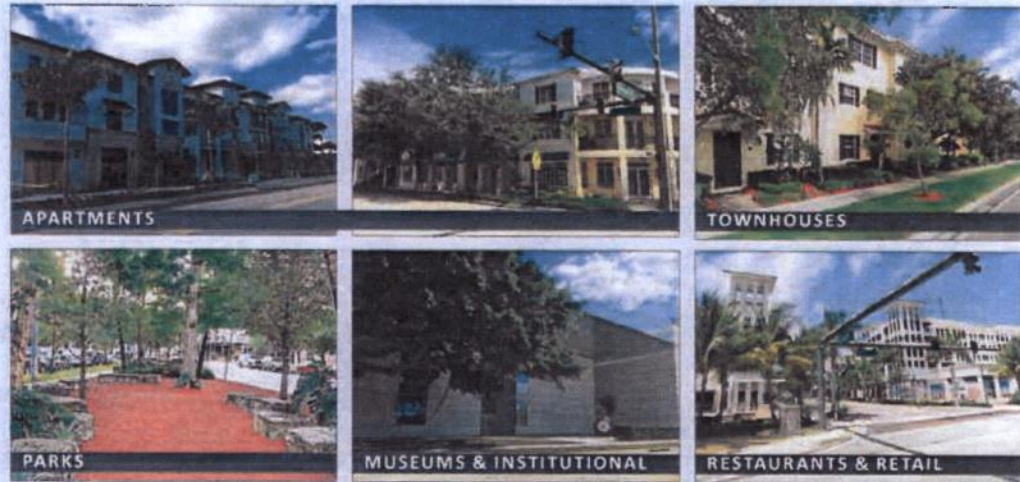
REDEVELOPMENT OPPORTUNITIES

It can be challenging to see beyond existing conditions like those present on Federal Highway and imagine uses other than what is on the ground today. Vacancies and large underutilized surface parking lots tell us that those current forms are not serving the community or current owners well. There are great potential benefits to infill redevelopment and transforming previously developed land into new more adaptable building forms and uses. Infill redevelopment happens between already developed land, and can be far more environmentally sensitive than any development in a greenfield or even at the edges of a town or city. Infill has the benefit of hooking into existing road and utility infrastructure. Infill redevelopment on previously developed land does not displace existing wildlife or destroy precious habitats. Redevelopment can even improve the stormwater conditions when large swaths of asphalt are replaced with rooftops and open space. Development in a greenfield or at the edges of the urbanized area expands the demand for services and lengthens commuting time. Initially inexpensive land to develop becomes more costly to service by the City, and more costly to live in because of the cost of transportation and lost time.

Figure 43 Images to the right show various locations along Federal Highway in South Florida where there are a variety of uses.

Figure 44 The illustrations below are from Seauford SC Master Plan by Dover Khol. They illustrate the transition over time from large, big-box footprints with large, front-loaded parking to a more vibrant active suburban neighborhood.

Figure 45 The aerial on the far right of the page highlights parcels on Federal Highway that are predominantly underutilized parking lots. These lots are prime candidates for redevelopment over time.



REDEVELOPMENT OPPORTUNITIES

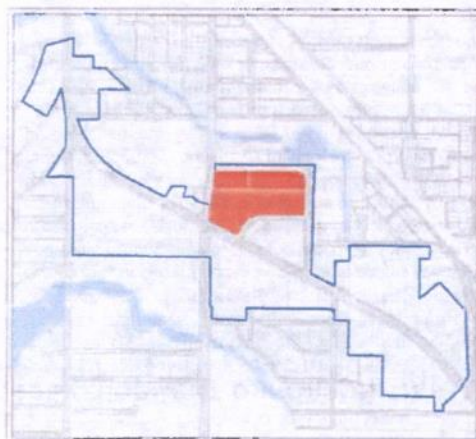
SEACOAST BANK PROPERTIES

This redevelopment plan illustrates design concepts for the incremental redevelopment of the Seacoast Bank campus and the Mayfair Shopping Plaza. The area is bounded by SE Kindred Street to the north, SE Johnson Ave to the east, SE Federal Highway to the south, and S Colorado to the west. SE Hudson Ct is a primarily east-west street that bisects the redevelopment area and separates the Seacoast properties from the Mayfair Plaza properties.

Seacoast Bank is a 90-year-old Treasure Coast institution which opened its doors as Citizen's Bank in downtown Stuart in 1933. On Labor Day 1961 the current bank opened at the corner of Federal Highway and Colorado Avenue. The bank was designed in the Mid-Century Modern style with a massive, anodized aluminum gold-finished solar screen that still exists today. A nearly 45,000 s.f. addition was constructed in 1984 and is connected to the original building, although it does not reflect the architectural character of the original structure.

The current Seacoast Bank properties are contiguous, north of Hudson Ct., and total 8.11 acres. This does not include the 0.97-acre parcel at the corner of S Colorado and SE Kindred Street which is the site of the Stuart Auto automobile service center.

The general concept for the Seacoast Bank properties redevelopment proposal is to preserve the original Seacoast Bank structure and celebrate its significance with a new axial green, remove the 1984 addition and provide residential opportunities throughout the campus. The proximity of this site to downtown Stuart makes it a perfect candidate for in-town residential within an easy walk to the shops and restaurants of downtown. The rendered conceptual plan illustrates new residential construction with pitched red roofs, existing buildings to remain shown as gray building footprints, and new commercial structures with flat roofs rendered in lavender. The plan contains a legend that identifies key elements of the plan. On the next page is a detailed description of each element identified.



LEGEND

- A Seacoast Bank Original Building
- B Seacoast Plaza
- C Seacoast Green
- D Colorado Townhouses
- E Courtyard Apartment
- F Hudson Courts
- G Stuart Auto
- H Seacoast Banking Centre II

REDEVELOPED

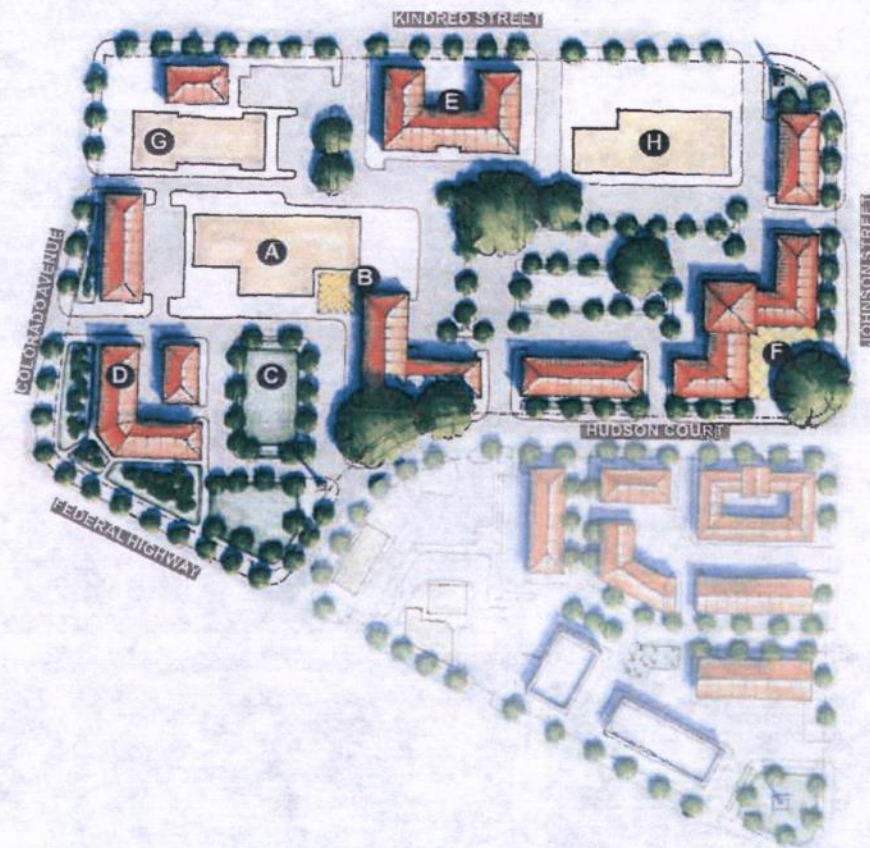


Figure 46 Conceptual plan illustrating design concepts for Seacoast Bank campus and the Mayfair Shopping Plaza.

REDEVELOPMENT OPPORTUNITIES

A. SEACOAST BANK – ORIGINAL BUILDING

As described in the introduction above, the original Seacoast Bank building was built in 1961 and is a good example of Mid-Century Modern Architecture. The recommendation is for the 1984 addition to be removed to accommodate parking and circulation for new residential buildings.

B. SEACOAST PLAZA

Defined by part of the front façade of the existing Seacoast Bank building and the front façade of new construction, the Seacoast Plaza is an opportunity to create an intimate gathering space adjacent to the buildings. If properly detailed, this plaza could easily become an extension of the ground floor activities of the adjacent buildings. While rendered as a residential building, the new construction adjacent to the plaza could have residential or non-residential/flex uses facing the plaza.

C. SEACOAST GREEN

As the preservation of the existing Seacoast Bank building is a central organizing element of the redevelopment plan, the proposed Seacoast Green is intended to emphasize the front façade of the building. Intended to be a formal but passive green space surrounded by shade trees, the Green is a contrasting accompaniment to the Seacoast Plaza which is hardscaped. The buildings framing the Green might take on a more Mid-Century or Deco character in their architecture to make for an interesting modern public space.

D. COLORADO TOWNHOUSES

The residential buildings facing Colorado are intended to be two or three-story townhouses with parking accessed from the rear. They are set back from Colorado Avenue and Federal Highway to accommodate the existing landscaped storm-water drainage areas.

E. COURTYARD APARTMENT

One of the most resilient and interesting of building types is the courtyard apartment building. This two-story “C” shaped building is multi-family residential with an intimate exterior space in the forecourt. This design would yield 24 residential units and parking would be accommodated on-street and in the surface lot to the rear. A similar, fully enclosed courtyard building is illustrated at the SW corner of Hudson Ct and SE Johnson Avenue which could yield an additional 18 dwelling units.

F. HUDSON COURTS

Hudson Courts on SE Hudson Court is a play on words for naming this proposed multi-family building. A prominent plaza space at the corner of SE Hudson and SE Johnson Avenue not only provides a gathering space for residents but also preserves the large existing shade tree on the corner of the lot. This three-story design would accommodate 35 dwelling units and provide a powerful entry into this new residential district.

G. OLDE TOWNE STUART AUTO

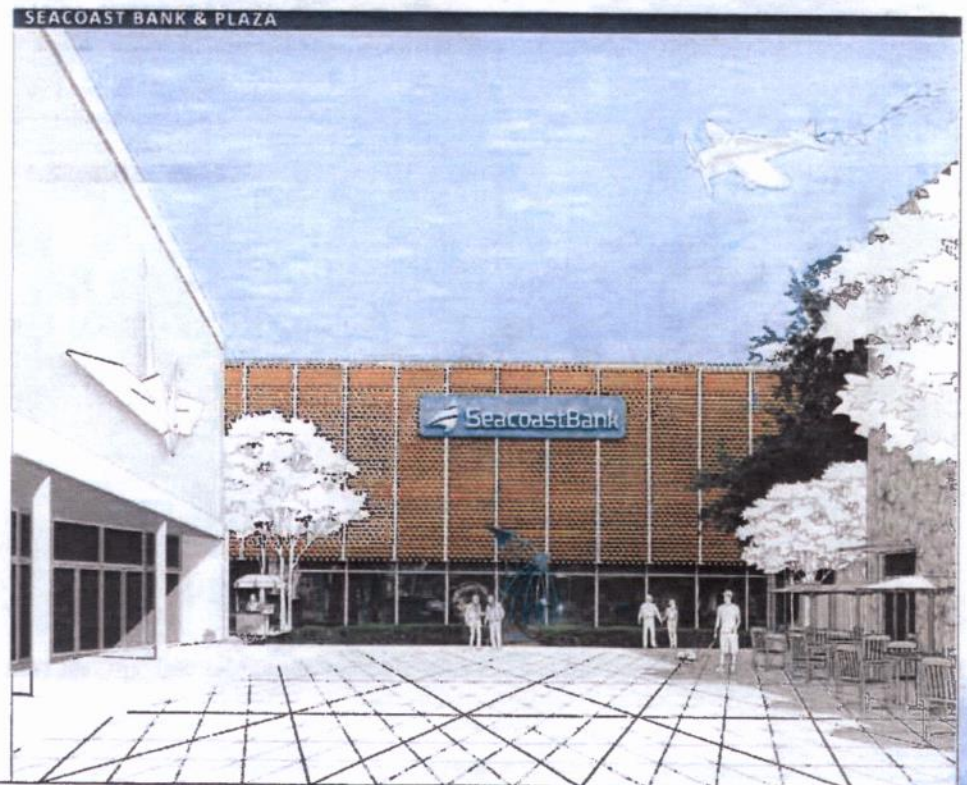
Olde Towne Stuart Auto is a long-established automotive dealership and repair shop at the corner of S Colorado Avenue and SE Kindred Street. The building is a low-scale Mid-Century Modern building that was built in 1956. The redevelopment plan recommends keeping the building and business. There is a new structure identified on the plan facing SE Kindred Street that is intended to replace the existing non-

descript building there. If the uses were to transition over time the buildings might create an interesting indoor/outdoor cafe and/or restaurant.

H. SEACOAST BANKING CENTRE II

The existing Seacoast Banking Centre II is retained in its current configuration in the redevelopment plan. The 27,529 s.f. building contains one, two, and three-story elements and has a large surface parking area to the west that is illustrated as the new “E” Courtyard Apartment building. If re-purposed over time, perhaps as incubator office or flex space, the parking demand might be reduced, and some parking could be converted to usable outdoor spaces. The city should consider all of the available parking within the redevelopment plan as a district-wide supply and factor a much greater rate of internal trip capture by providing a balance of uses especially residential.

Figure 47 Artist rendering of Seacoast Plaza with cafe and public outdoor space created by surrounding flexible use buildings.



REDEVELOPMENT OPPORTUNITIES

MAYFAIR PLAZA

The Mayfair Plaza proposal is less surgical than the Seacoast proposal and the recommendation is to remove the existing 46,686 s.f. strip center and redevelop the 3.14 acre parcel with residential and a limited amount of Federal Highway fronting commercial. According to the Martin County Property Appraiser's office, the existing plaza is actually comprised of seven individual buildings built between 1962 and 1969. Any of the original architectural character from the 1960s is unrecognizable due to many renovations over time. Despite being a series of contiguous, individual buildings built over time, the site design of the plaza is dominated with surface parking and is not conducive to pedestrian or non-motorized access.

The rendered conceptual plan illustrates new residential construction with pitched red roofs, existing buildings to remain shown as gray building footprints, and new commercial structures with flat roofs rendered in lavender. The plan contains a legend that identifies key elements.

I. NEW COMMERCIAL

The redevelopment plan illustrates two new commercial buildings facing Federal Highway. The buildings are intended to front US-1 with approximately 20' wide sidewalk/plaza spaces along the corridor. These two one-story buildings contain a combined 10,500 s.f. of leaseable space and parking is to the rear.

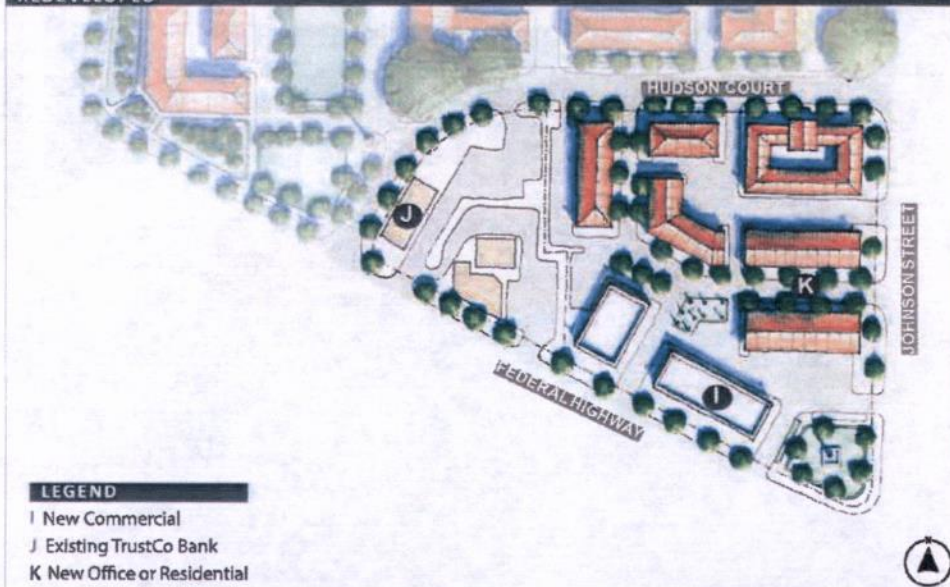
J. TRUSTCO BANK

The existing TRUSTCO Bank is at the corner of SE Hudson Court and Federal Highway. The building was recently renovated and is illustrated as remaining as is in the redevelopment plan.

K. NEW OFFICE OR RESIDENTIAL

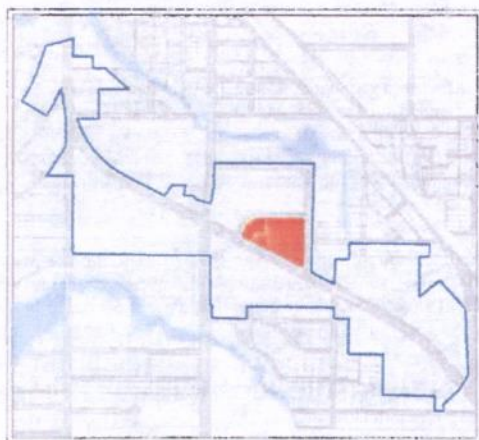
New residential or office are arranged around internal streets with building fronts facing building fronts.

REDEVELOPED



LEGEND

- I New Commercial
- J Existing TrustCo Bank
- K New Office or Residential



REDEVELOPMENT ILLUSTRATED DATA

Townhouses	55 d/u
Multi-family	77 d/u
Total residential:	132 d/u
Commercial:	10,500 s.f.
Total development area	11.25 acres

Figure 48 The image above right highlights the conceptual plan for the Mayfair Shopping Plaza.

Figure 49 The artists rendering below right illustrates new residential or office use spaces along internal streets, as called out "K" in the conceptual plan.



REDEVELOPMENT OPPORTUNITIES

PUBLIX PLAZA

This redevelopment plan illustrates concepts for the Publix shopping center at the SW corner of US-1 and Kanner Highway. This 15.84 acre site is made up of 4 parcels (all under the same ownership) and does not include the northern-most parcel which was a Wendy's restaurant until it was recently vacated. The center has a total of 152,826 s.f. of leaseable space and is comprised of seven buildings built between 1959 and 2001. The center is a conventional, one-story suburban model with expansive surface parking lots which make access by foot or bicycle undesirable. Despite these difficult conditions many shoppers do arrive by foot, bicycle, or more recently golf carts.

The center has experienced vacancies during the Pandemic and considering its proximity to downtown Stuart, in addition to its dated suburban format, this site seemed an obvious candidate for exploring redevelopment concepts. While no market study has been conducted during this process, there is the prevailing fact that most areas in Florida have an overabundance of retail space and, especially in an urban context, a balance of those uses with residential is appropriate. This is evidenced in recent reports of strong market support for residential development within the Stuart study area.

In addition to a shift in land uses favoring in-town residential, this plan recommends rebuilding Publix in an urban format. Publix has expanded their building typologies to include multi-story stores with structured parking. This has enabled Publix to expand into tighter urban districts where residential growth can support a grocery store. These urban store types can be found in Miami Beach, Fort Lauderdale, Coral Gables, Orlando, and other locations throughout the state. An obvious benefit to the multi-story store and structured parking is that far less land is consumed with asphalt. This creates other redevelopment opportunities and can make bicycle and pedestrian access safer and more inviting which is essential for those who might be transit dependent. In addition, the removal of surface parking greatly reduces heat gain and can enable more robust landscaping.

REDEVELOPMENT ILLUSTRATED BY DATA

Illustrated Commercial footprint:	95,500-sf
Illustrated Comm. Parking spaces:	±360
Illustrated Residential footprint:	97,500-sf
62 TH Units all with garages to park 2 spaces	
Park or bioswale space:	24,000-sf

LEGEND

L	Publix
M	New Commercial
N	New green
O	Townhouses
P	Townhouses

EXISTING BY DATA

Existing Commercial footprint:	131,252-sf
Existing Comm. Parking spaces:	±680
Park or bioswale space:	0-sf

REDEVELOPED

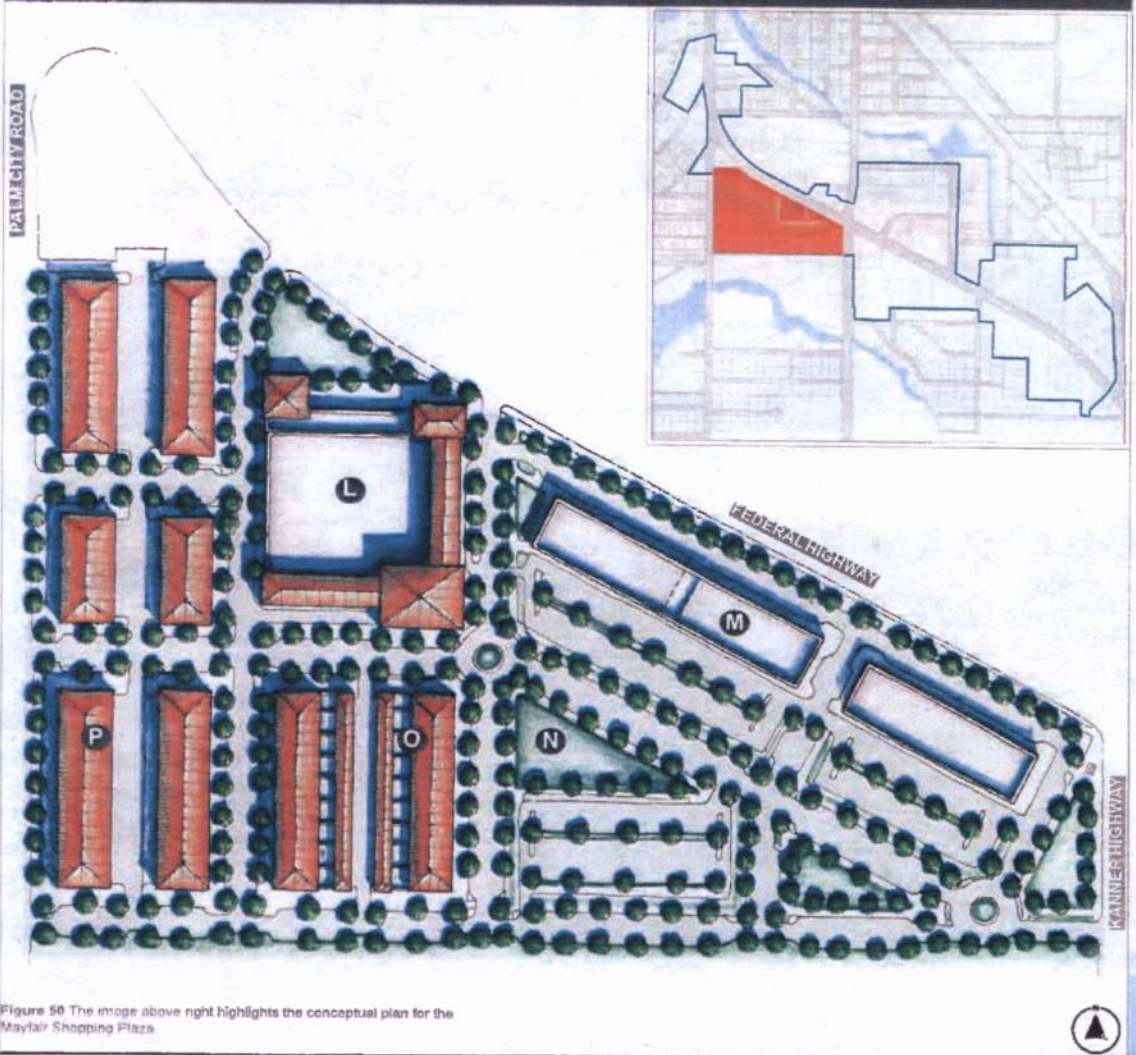


Figure 50 The image above right highlights the conceptual plan for the Mayfair Shopping Plaza

REDEVELOPMENT OPPORTUNITIES

L. PUBIX

The illustrated redevelopment concept assumes the complete removal and redevelopment of all buildings on the site. The first phase would include the construction of a new Publix "L" developed in the multi-story urban format. This construction could be sequenced such that the existing Publix could remain in operation during the bulk of the construction of the new Publix. Unique opportunities are afforded with this redevelopment including the creation of a new park and outdoor seating area facing Federal Highway. If properly detailed and shaded this space would be perfect for lunchtime dining. While there will be some challenges to access and parking to the existing Publix during construction, these concepts should be explored.

M. NEW COMMERCIAL

Either simultaneously or in a following phase the strip of shops along the southern property boundary and the out-parcels facing Federal Highway should be removed. A smaller row of new shops "M" are illustrated directly fronting Federal Highway with a parallel driveway and on-street parking. This driveway and shopfront sidewalks should be detailed so that sufficient space and shade are provided for outdoor seating. The COVID-19 Pandemic has necessitated a vast increase in outdoor dining to accommodate social distancing. This trend needs to be continued in new construction to accommodate any future conditions and new consumer desires. The bulk of the parking for these new shops occur behind the buildings in a reconfigured parking lot that includes intermittent shaded green spaces.

O & P TOWNHOUSES

The rendered-roof buildings illustrated in the redevelopment plan that lie just south and to the west of Publix are new townhouses. The units labeled "O" are designed with rear courtyards and garages while other more affordable units which are labeled "P" do not have rear yards and parking occurs in garages located within the ground floor of the unit.

The design concepts here are intended to provide a mix of housing and a new Publix on an old strip center in a manner that creates a desirable residential and business environment. There is creation of a shaded street network that encourages walking and biking. In addition, residential is now proposed to face SW Palm City Road. This would repair the current condition of the existing center backing up to SW Palm City Rd and exposing storage, deliveries, and trash pick up to the residents across the street.

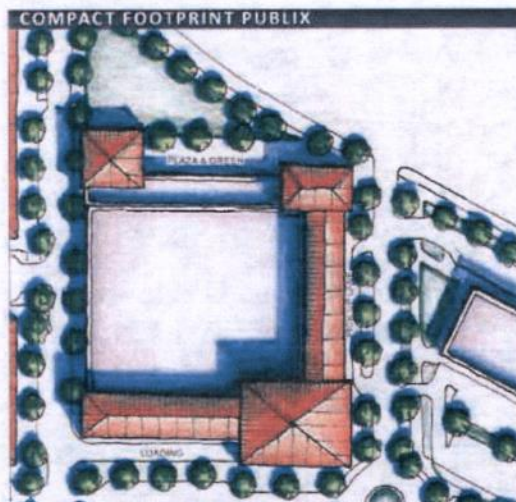


Figure 51 Concept plan for a new Publix fronting the street and providing public outdoor space and a new park.



Figure 52 Image of a Publix located in Fort Lauderdale along Andrews Avenue.



Figure 53 Illustration of the proposed townhouses which are labeled "O" and "P" in the plan.

MOBILITY & CONNECTIVITY

MANAGING TRAFFIC VOLUME

The public input resoundingly expressed the importance of managing traffic along the Federal Highway corridor. Managing the volume of traffic is best addressed through traffic evaporation as described in Figure 54 below. History has shown that adding lanes leads to a phenomenon called induced traffic where more capacity leads to more vehicles. On Federal Highway, within the study area, the 100' right-of-way is already built out to the maximum with six travel lanes. In contrast, traffic evaporation is achieved by diverting vehicle trips to another route where possible, public transportation such as Marty or ride-shares, and other modes of transportation like cycling and walking.

An example of a private trip not taken would be the employee that works from home occasionally or an entirely remote worker. A silver lining to the COVID-19 pandemic may be accelerating the trend towards utilizing technology and flexible work environments. Many people will, and have already, returned to the office, but there still may be lasting effects that are yet to be determined both locally and nationally.

The City can facilitate the use of public transit, cycling, and walking as means of transportation which can take some of the load of existing and future trip demands. This is where the relationship between land use and roadways design are linked. A mix of residential and commercial in a compact neighborhood can work together to reduce vehicle trips where people live close to where they work, go to school, and socialize. Before the proliferation of vehicles in American life, this was the basis of traditional neighborhoods. The traditional neighborhood of this type also depends on a variety of housing types and not a monolith of any one housing type. A diversity of housing types better meets the needs of an entire community and provides the housing that the workforce requires. Where housing and workforce align commuting distances are reduced and public transit, micro-transit, cycling, and walking become viable options.

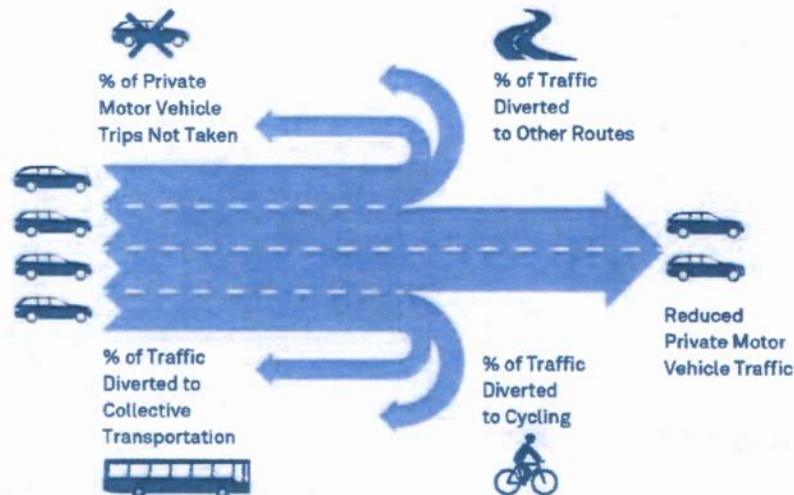


Figure 54 Graphic describing traffic evaporation. Research shows that when road capacity is shifted to other modes, some peak period traffic disappears from the network. Drivers shift to other modes, make trip at other times or shift destinations.



Figure 55 Neighborhood street with two lanes of travel, on-street parking and two story buildings close to the sidewalk. The public realm has a 1 to 3 ratio.



Figure 56 Arterial road with one story buildings set back from the street and parking lots in the front. The public realm has a 1 to 20 ratio.

MANAGING TRAFFIC APPEARANCE

The community survey responses overwhelmingly communicated the importance of the appearance of Federal Highway to businesses and the vision of Stuart as a unique small town. In conflict with that vision is so much space dedicated to asphalt on the Federal Highway corridor. Travel lanes are typically flanked with surface lots and buildings set back from the road. Not only does this create an inhospitable pedestrian experience, but it also creates a visually bleak landscape of asphalt for all users. Illustrated in Figure 57 are principles for attractive street design. Ideal height to width ratio is typically close to a 1:3 ratio with the width being three times the height. On Federal Highway today the typical ratio is between 1:10 and 1:20. Bringing buildings closer to the street and parking to the rear or side, and adding shade trees can reset the ratio by framing the street and diminishing the appearance of space dedicated to vehicles.

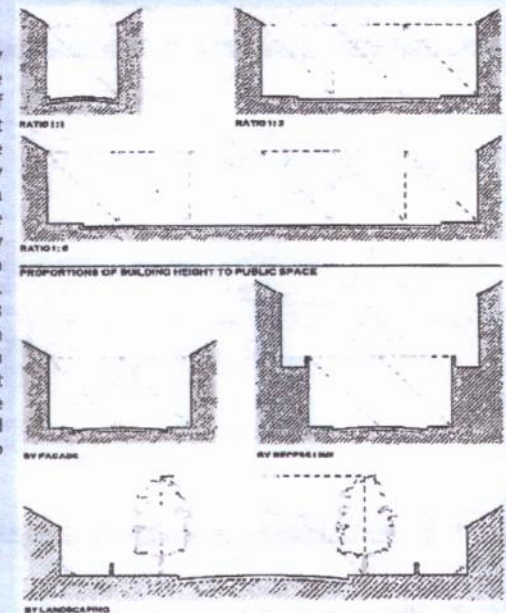


Figure 57 Public realm ratios illustrated from Architectural Graphic Standards.

MOBILITY & CONNECTIVITY

COMPLETE STREETS

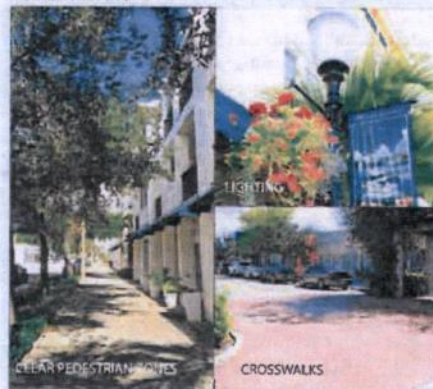
To contribute to traffic evaporation, it is necessary to make significant improvements on Federal Highway to create a "Complete Street" that is a safe, comfortable, and inviting. The City has made significant improvements to S Colorado Avenue, SE Kindred Street and SE Johnson Street. That same focus on providing a complete street should continue to Federal Highway through the study area. Public investment in Federal Highway can generate renewed energy and redevelopment. Recent complete street efforts on Tequesta's Federal Highway frontage have been a catalyst for infill redevelopment where vacant car lots are slated to be redeveloped as townhomes.



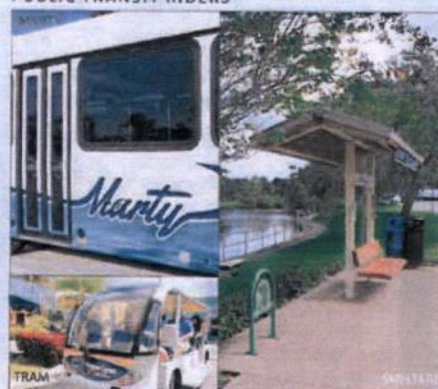
Figure 58 Intersections should be intuitive and provide adequate space for all users to safely cross the intersection. Source: NACTO Urban Street Design Guide

MAKING A PLACE FOR...

PEDESTRIANS



PUBLIC TRANSIT RIDERS



DRIVERS



BICYCLISTS



*Complete Streets are streets designed and operated to enable safe use and support mobility for all users. Those include people of all ages and abilities, regardless of whether they are traveling as drivers, pedestrians, bicyclists, or public transportation riders. The concept of Complete Streets encompasses many approaches to planning, designing, and operating roadways and rights of way with all users in mind to make the transportation network safer and more efficient." - www.transportation.gov/mission/health/complete-streets

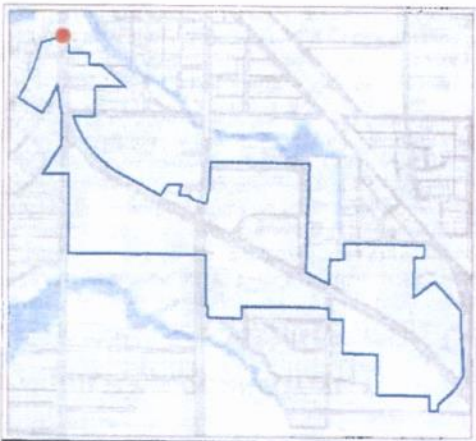
MOBILITY & CONNECTIVITY

FEDERAL HIGHWAY NORTH OF KANNER HIGHWAY

From Kanner Highway north to the base of the Roosevelt bridge, Federal Highway has a 100' wide right-of-way with six travel lanes. It is the most urban section of Federal Highway in the study area, where buildings come close to the road and improve the building height to street width ratio.

The posted speed is 35-mph, but does not differ in design from the areas to the south which have a posted design speed of 40-mph. Vehicles are often moving much faster. At the same time, this area is where the most queuing is observed. Navigating in and out of individual properties is challenging due to the speed, size and number of midday vehicles on the roadway.

Despite the traffic, it is a place on Federal Highway where active business like restaurants are located and have relocated to from other less active parts of Federal Highway.



CITY OF STUART: MASTER PLAN OF FEDERAL HIGHWAY

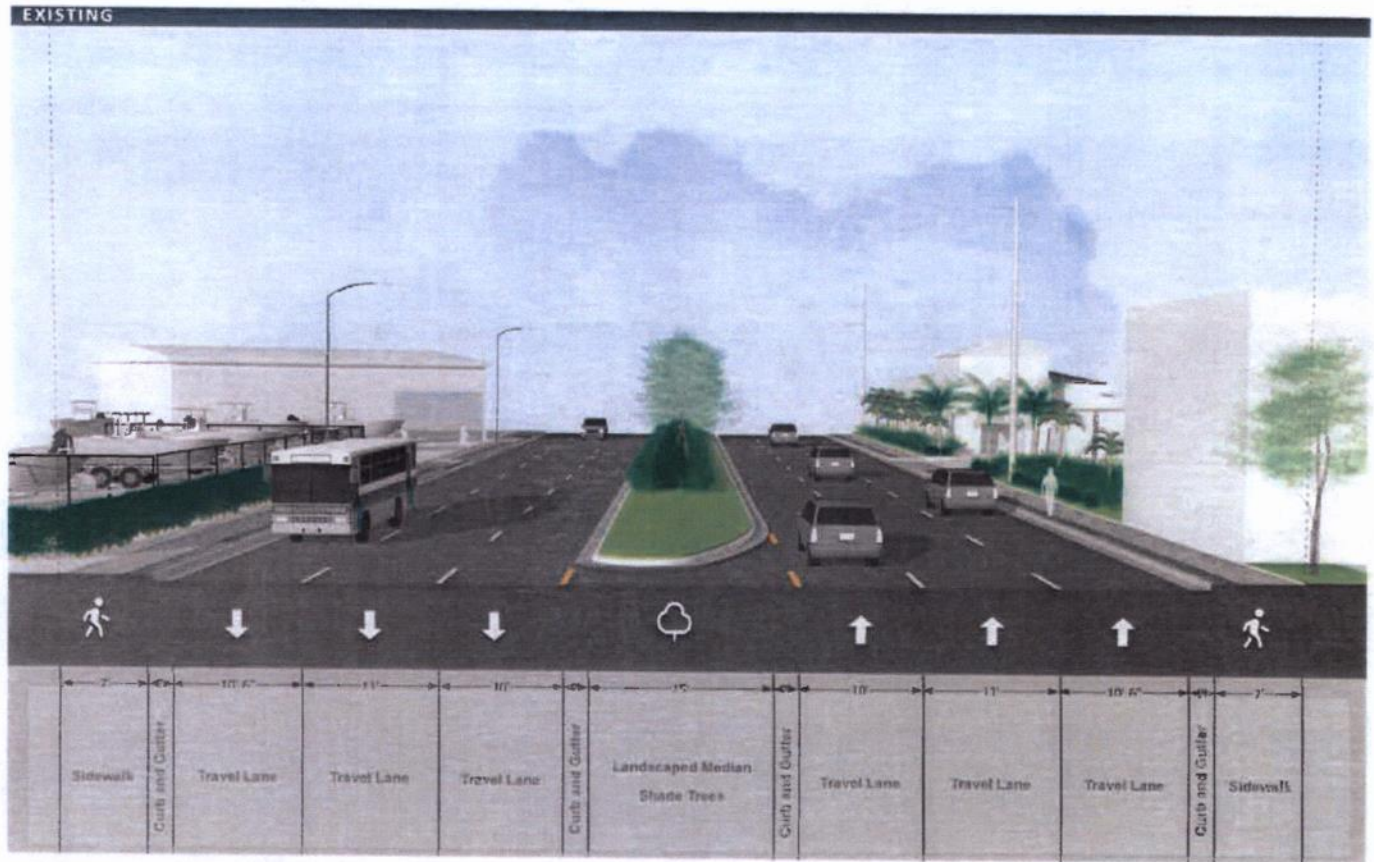


Figure 59 Existing conditions along Federal Highway just south of Frazier Creek.

MOBILITY & CONNECTIVITY

FEDERAL HIGHWAY NORTH OF KANNER HIGHWAY

This example is taken just north of St. Lucie Crescent between Straticon offices and Ocean Blue Yacht Sales. In these cases, the illustrated improvements to the right are recommended. For people who are just passing through Stuart, this portion of Federal Highway is their main impression of the City. Existing travel lanes remain and are already the recommended minimum widths between 11' and 10'. Existing medians, stormwater infrastructure, curb, and gutter also remain.

The existing light poles are often located four feet from the curb and obstruct a clear pedestrian path. Vertical obstructions must be placed a minimum of 4' from the face of the curb per FDOT standards, therefore lights cannot be relocated closer to the existing curb. Relocating light poles to the outside edge of the sidewalk or just to the outside of the existing sidewalk within an easement on private property will make a tremendous improvement toward ADA-compliant conditions and a clear and safe pedestrian zone. The current inadequate lighting should be enhanced with pedestrian-scale lighting. Pedestrian lighting poles are illustrated with banners to communicate the arrival to downtown and where active uses are located. Efforts should be made to place all obstructions outside the 7' sidewalk in partnership with adjacent properties.

As part of the sidewalk today, a textured stamped concrete strip runs the length of the sidewalk along the curb. Although the intention for this pattern may have been to give a tactile warning of the edge of the curb for users of the sidewalk or enhance aesthetics, the effect as heard from public input is the uneven texture negatively affects the navigability of cyclists and wheelchairs. In the illustration, we show the texture replaced with a smooth broom finish similar to the rest of the typical concrete sidewalk.

Businesses like the restaurant Dune Dog Cafe and Straticon construction have shown the great impact that landscaping can have to mitigate the sound and feel of Federal Highway for both the patron and the sidewalk user. The CRA should promote the planting of shade trees with a CRA incentive program targeting properties with Federal Highway frontage.

RECOMMENDED WHEN IN CONSTRAINED CONDITIONS

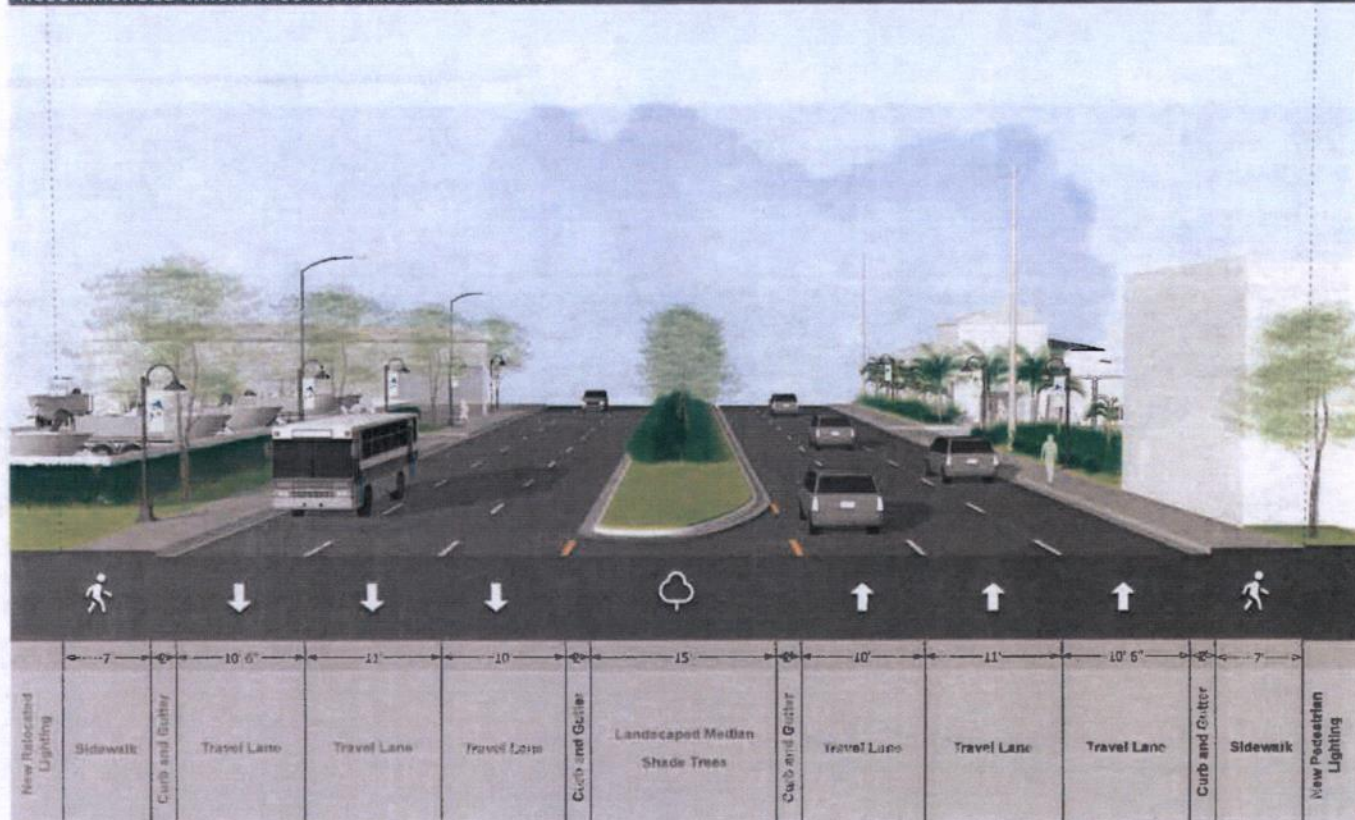


Figure 80 Recommended improvements for Federal Highway just south of Frazier Creek.

MOBILITY & CONNECTIVITY

FEDERAL HIGHWAY NORTH OF KANNER HIGHWAY

There are many automobile and marine-focused businesses along Federal Highway, and these uses provide jobs and services to the community. Interventions could be made so they are a more attractive front door to the City. In the images on this page there is a rendering of improved conditions at an example vehicle service center. The improved conditions include a low garden wall that delineates the sidewalk from the business. The low wall shields views of vehicles while keeping the existing use. A similar treatment is illustrated from the study area, in the street view in front of Ocean Blue Yacht Sales. The chain-link fence is removed and replaced with a low masonry wall and relocated back far enough to allow for the planting of shade trees. The trees provide needed shade for the sidewalk and the landscaping and wall add to the attractiveness of the business.

Numerous driveways and curb cuts along the corridor create conflict points between sidewalk users and drivers. In addition, the sloping driveway connections causes cyclist, pedestrians and wheelchairs to pitch towards the roadway. Redevelopment plans, CRA programs and road construction work should target consolidation of driveways and removal of unused curb cuts.

At Ocean Blue Yacht Sales, for example, there may be an opportunity to remove the unused driveway and replace it with an expanded sidewalk; inviting the sidewalk users closer to the business storefront and street entrance.



Figure 61 Image of a Firestone Auto Care Shop located along N. Dixie Highway and Hollywood Blvd. in Hollywood Florida.



Figure 62 Artist rendering of proposed improvements for the Firestone Auto Care Shop.

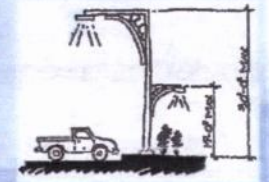


PEDESTRIAN SCALE LIGHTING

Height. Standard poles for sidewalks and bike facilities are 15-feet tall. Light poles for roadbeds vary according to the street typology and land use. In most contexts, standard heights for narrow streets in residential, commercial, and historical contexts are should be no more than 25-feet tall. Taller poles between 25 to 30-feet-tall are appropriate for wider streets in commercial or industrial areas.

The edge to the light is taken from the City's existing Land Development Regulations and holds true.

Spacing. The spacing between two light poles should be roughly 2.5–3 times the height of the pole. Shorter light poles should be installed at closer intervals. The density, speed of travel, and the type of light source along a corridor will also determine the ideal height and spacing.



MOBILITY & CONNECTIVITY

FEDERAL HIGHWAY NORTH OF KANNER HIGHWAY

The illustration to the right depicts a section of Federal Highway south of Casa Avenue between The Towers office building and vacant property. The property used to be the site of a car dealership and before that an aquaculture site. There is a single-family home located on the lot which is accessed from SE Lonita street, but the Federal Highway frontage is vacant. This section of Federal Highway is characterized by its very flat width to height ratio. The buildings are very far back from the street. Parking is often located in front and there is more vacant land than is seen closer to the Roosevelt Bridge. There are fewer trees along the right-of-way or in the medians.

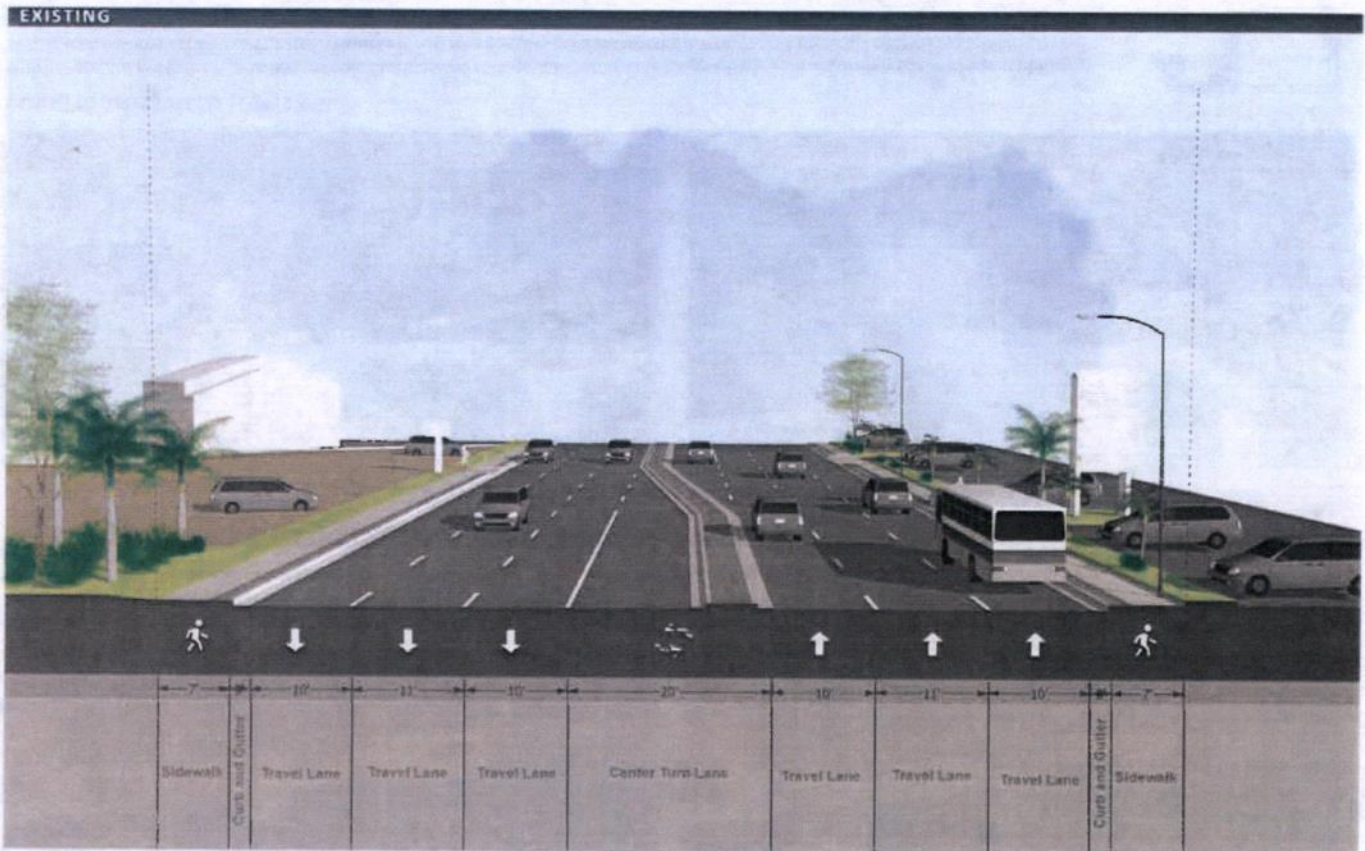
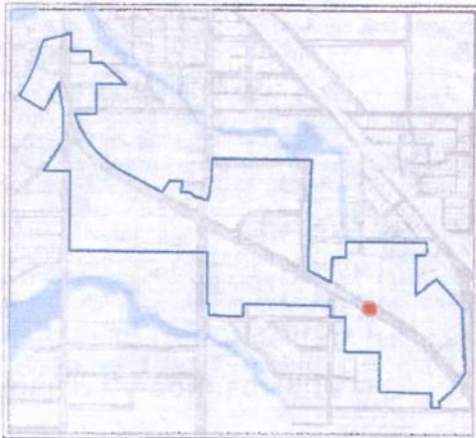


Figure 63 Existing conditions along Federal Highway just south of SE Casa Avenue.

MOBILITY & CONNECTIVITY

FEDERAL HIGHWAY SOUTH OF KANNER HIGHWAY

The recommended improvements in the drawing to the right are based on conditions where redevelopment is likely to occur or where the existing conditions are not constrained by buildings. These conditions are more typical further south on Federal Highway in the study area. The recommendations require coordination with private properties to create a sidewalk easement outside the right-of-way. The addition of thirteen feet allows for a minimum 10' shared use path and a 10' planting strip. A shared-use path can accommodate both pedestrians and cyclists. A shared-use path is recommended over other bicycle facilities because it is where most users feel comfortable and safe. Community survey participants stressed the importance of Stuart as a family-oriented community and the bike facilities should reflect those users. The planting strip of 8'-10' feet is ideal for growth and maintenance of mature shade trees. The shade trees improve the appearance of Federal Highway.

Like in the previous example, existing lighting is inadequate today and should be improved. This was commented on in each public outreach effort. The recommendation includes adding cobra heads to both sides of the roadway and adding pedestrian scale lighting intended to serve the pedestrian and cyclist.

The southbound side of the street shows a conceptual redevelopment where buildings are brought closer to the sidewalk. On the northbound side, the existing parking lot is shown modified to accommodate the wider sidewalk and planting strips with minimal impact to existing conditions.

An alternative consideration would be the investigation of a road diet or lane repurposing for the portion of Federal Highway where vehicle trip counts are lower. A road diet or lane repurposing is where an existing vehicle lane is redesigned for another user. A traffic study and community support would be needed to pursue this design alternative and should be considered with recently approved projects and the planned Willoughby Extension to Federal Highway south of the study area.

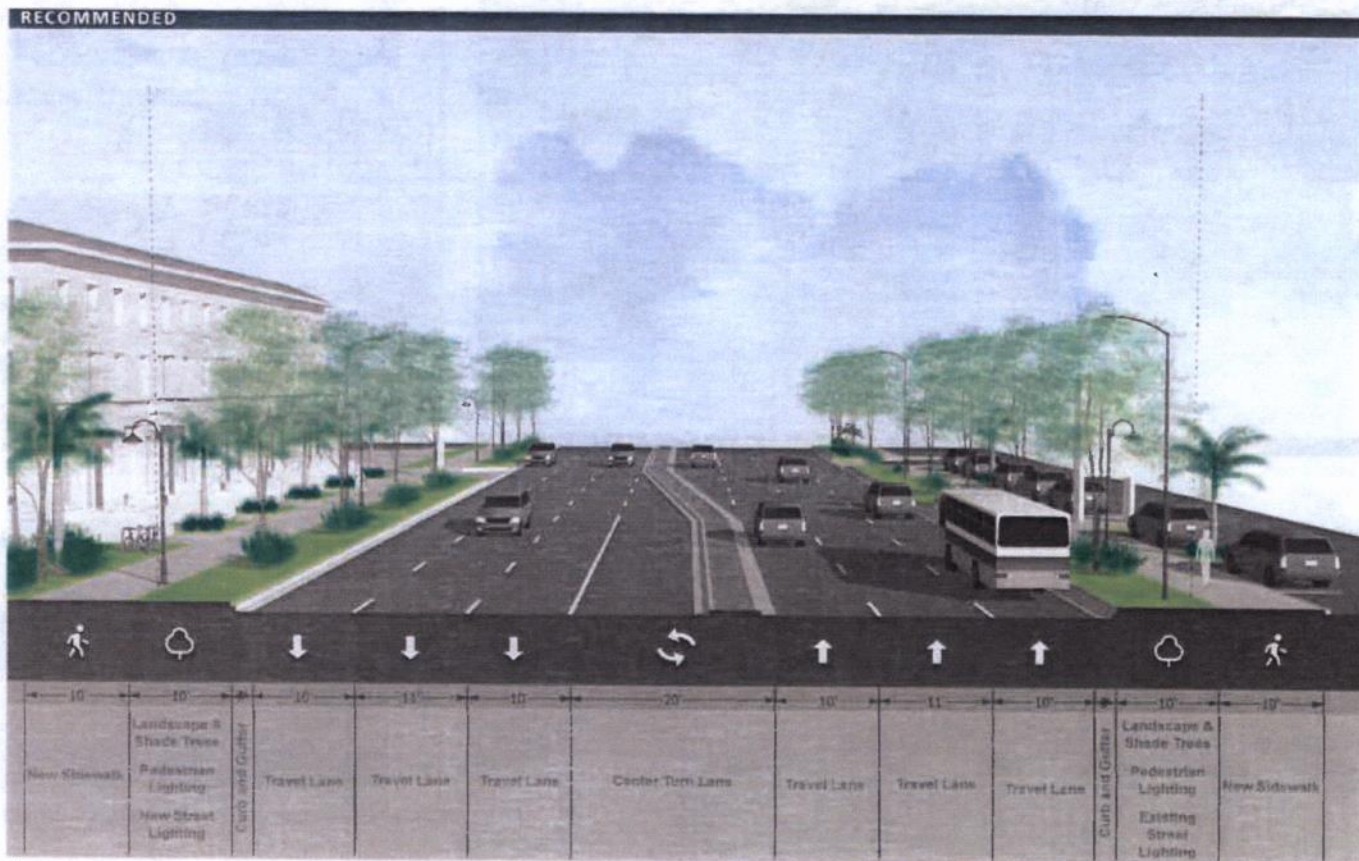


Figure 64 Recommended improvements for Federal Highway just south of SE Casa Avenue.

MOBILITY & CONNECTIVITY

The illustrations to the right are views from the sidewalk along the west side of Federal Highway and support the redevelopment scenario of the previous page. Redeveloping with adequate sidewalks and sidewalk barriers makes a tremendous impact both visually and to the safety of the corridor to all users. Sidewalks and planting areas should be designed to allow for the natural percolation of water whenever feasible with pervious materials and rain gardens to compliment stormwater management systems and provide benefit for the nearby Poppleton and Frazier Creeks.

Below is an example of a Infill Tree Planting Program for Broward Boulevard. A similar program is recommended for Federal Highway in Stuart.



Photograph taken from the north side of Broward Boulevard at NW 10th Avenue, in front of the Laundromax dry cleaners, looking west. This image illustrates a typical condition along the corridor, where the eight-foot sidewalk is completely devoid of any shade.



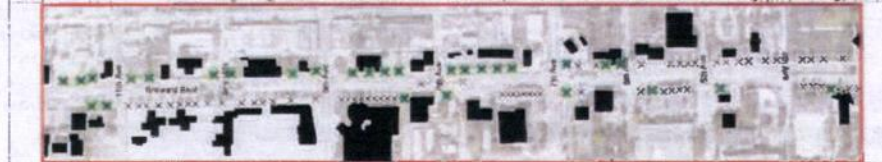
This single tree at the Jack and Jill Daycare creates a rare respite of shade on Broward Boulevard.



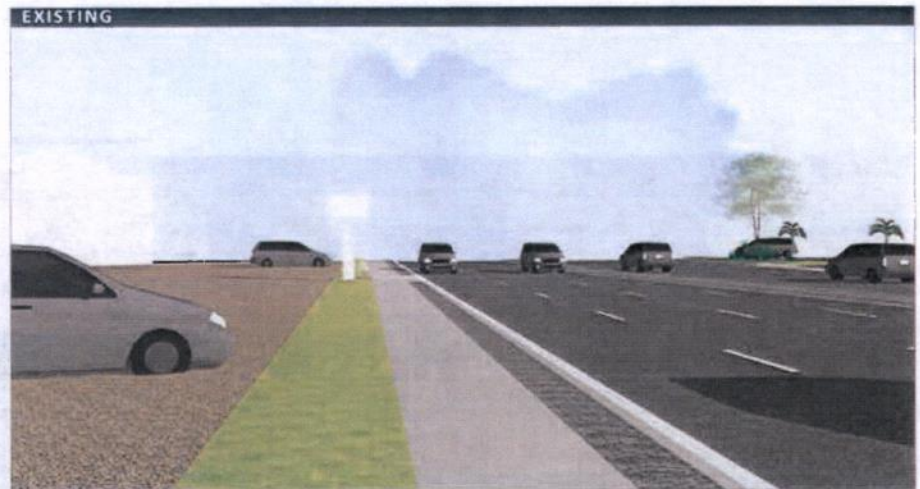
This image shows the provision of shade trees on private property as part of the Infill Tree Planting Program. In this scenario the



This is the longer-term redevelopment scenario where through re-development the sidewalk and street frontage is reconfigured to

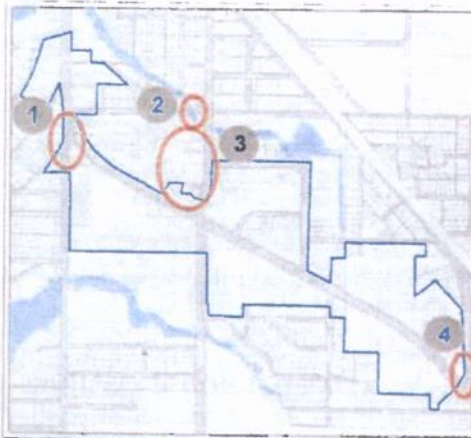


Locations for planting shade trees were identified for the Corridor. The map above shows the locations identified in the Broward Boulevard Core District. The potential candidate sites for the Program are designated with a green "x". This strategy, applied throughout the boulevard, could result in approximately 56 new shade trees.



MOBILITY & CONNECTIVITY

The center of Stuart is located on a small peninsula that protrudes into the St Lucie River. Water is an ever-present feature along with ocean breezes, beautiful views, and bridges. It also lends itself to the funneling of trips along Federal Highway leading to the Roosevelt Bridge. There are few opportunities for diverted routes away from the Roosevelt Bridge since alternative routes are further west in Palm City. But as vehicles travel away from the Roosevelt Bridge, there are some means for other streets to capture some of the vehicle load that is so heavily concentrated on Kanner Highway.



CITY OF STUART: MASTER PLAN OF FEDERAL HIGHWAY

1 - SW PALM CITY ROAD

An existing connection is Palm City Road. This is an important connection that should not be severed, although the safety and speed at which it is used should be addressed through design measures. The Martin MPO has already identified this road as a priority road in the *Access to Transit Complete Street Study* completed in 2020. That study focused on recommendations for the length of the street, but just as important and possibly more, is the way vehicles are entering the street through a slip lane both southbound onto Palm City Road and northbound onto southbound Federal Highway. These hot rights, or slip lanes, are a vehicle movement that prioritizes vehicle speed and increases the distance pedestrians and cyclists spend crossing travel lanes, therefore, increasing conflicts between pedestrians and vehicles. The southbound hot right turn is inconsistent with the slower speed and residential character of SW Palm City Road. The intersection merits the careful study of its design while maintaining each turning maneuver.

2 - SW 7TH STREET BRIDGE

The City has included connecting 7th street with Martin Luther King Jr Blvd in previous vision plans and it merits a continued conversation within the City. There is a single-family neighborhood that would be impacted by any future connection. The neighborhood should be involved in planning to provide mutual benefit to the neighborhood and larger community. A connection could be a bridge with a street, or as light as a golf cart or pedestrian bridge and could divert vehicles from the Kanner Highway and Federal Highway intersection by providing an alternate route for residents at SW Channel Ave and SW 7th Street that does not put them on Federal Highway or at the intersection of Kanner Highway.

3 - COMPLETING THE GRID AT COLORADO AVENUE

The *Bike Walk Colorado Avenue Program* completed in July 2019 introduces an idea for increased turning capacity and the expansion of the City grid between SE Colorado Avenue and Federal Highway as redevelopment occurs. A clip of that concept it included to the left.

4 - DIXIE CUTOFF & PLANNED WILLOUGHBY EXTENSION

At the south end of the Federal Highway study area, the planned Willoughby Extension has been included in the FDOT Draft Tentative Work Program for Fiscal Year 2022-2026. The planned extension is an opportunity to announce the arrival to the downtown district with beautiful landscaping, views of Poppleton Creek, and appropriate design measures to address speed and the context appropriate for a C4 classification roadway.

If completed, it is critical that the extension is designed to provide enhanced pedestrian safety. A crosswalk at the new intersection of Willoughby and Federal Highway would break up the 0.9-mile stretch of Federal Highway between SE Johnson Avenue and SE Central Parkway without any crosswalks. Current proposals include a two signals. One at Dixie Cutoff and the other at the extension of Willoughby at Federal Highway. Advancing the signal at Dixie Cutoff before the completion of the extension would provide a much-needed crosswalk in the study area. In the image below center, the site survey documented a well-worn "goat path" through the median in that location. Dixie Cutoff, as its name applies, is less of an intersection, but instead, it is composed of two slip lanes or hot rights: one from Federal Highway onto Dixie Cutoff and another from Dixie Cutoff to Federal Highway. The same safety benefits described for Palm City Road would be achieved with the reconfiguration of Dixie Cutoff to a signalized intersection.

If the Willoughby Extension is intended to alleviate and divert vehicle traffic away from the Kanner Highway and Federal Highway intersection, it is important to improve and analyze the Dixie Cutoff at Dixie Highway intersection as a welcoming and clear entrance to downtown as well. Today Dixie Cutoff is a two-lane road with no sidewalks or bike lanes. It is difficult to comprehend that the street leads to Dixie Highway and neighborhoods within downtown if you are not familiar with the area.



MOBILITY & CONNECTIVITY

PEDESTRIAN CROSSINGS

Crash data, the site survey, and public input each highlighted the need for improved crosswalk conditions.

The Federal Highway study area is the site of a Resurfacing, Restoration and Rehabilitation project currently under design. Construction is anticipated to start summer 2023. This FDOT maintenance project is an excellent opportunity to achieve near term recommendations concurrent with FDOT work.

NEAR TERM RECOMMENDATIONS



Figure 67 Install hardened Centerlines with Traffic Separators and Tubular Markers to improve crosswalks with minimal interventions.

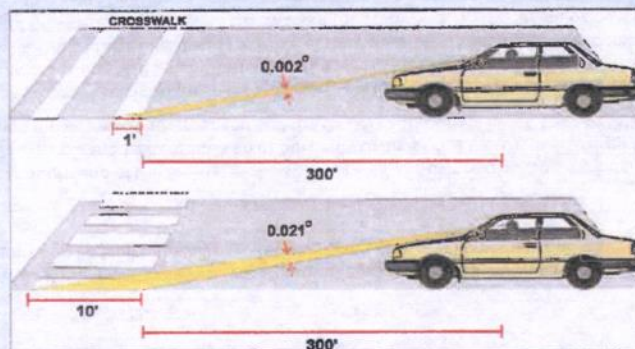


Figure 68 Ensure the most visible markings are used at crosswalks



Figure 71 Relocate light poles & remove abandoned driveways.

LONG TERM RECOMMENDATIONS

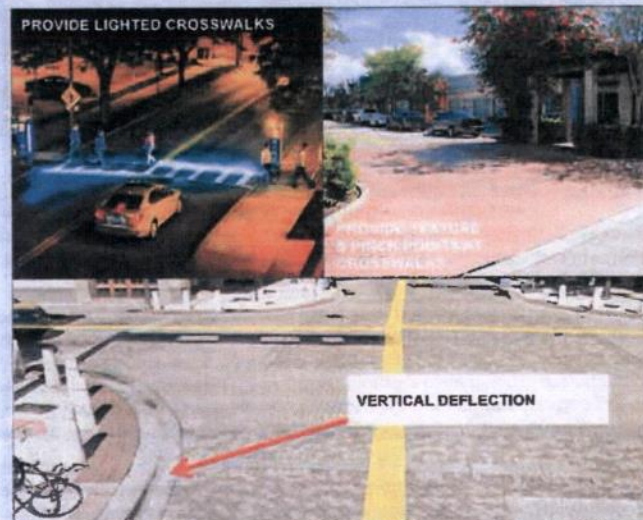


Figure 69 Provide Vertical Deflection by raising the cross walk to curb level. Use color and texture, and lighting to improve visibility.



Figure 70 Redesign slip lanes and hot rights on corridor. Example above is from Arlington, Virginia. - <https://www.wfnw.com/2011/08/05/morning-poll-the-county-war-against-slip-lanes>

IMPLEMENTATION

RECOMMENDATIONS & IMPLEMENTATION

The success of any master plan depends upon its ability to be implemented economically and politically within a given time frame. To that end, the recommendations throughout this report have been developed as independent but interrelated projects. Some projects, such as regulatory revisions and streetscape infrastructure, are within the City's control to pursue implementation, with funding being the primary challenge. Some public infrastructure projects will require the coordination of multiple agencies.

Other recommendations are redevelopment techniques that are illustrated on private property – which are subject to each private property owner's time frame and financial situation. The designs shown for redevelopment on these parcels are not the only configurations that could create the desired environment; rather they demonstrate a set of urban design principles to follow. In order to realize these projects, the principles of urban design described and illustrated through the report have to be embedded culturally within the city, required by its codes, and encouraged through its programs. The combination of public and private efforts is required for realizing the vision of the Federal Highway Master Plan.

ADOPTING THE FEDERAL HIGHWAY MASTER PLAN

- Adopting the Plan does not obligate the City of Stuart to implement any or all of the proposed improvements;
- Adopting the Plan communicates to the residential, business, and development communities that the City is committed to improving the conditions on Federal Highway;
- Adopting the Plan will provide a vision for desired future redevelopment within the corridor especially the identified catalytic sites; and
- Adopting the Plan memorializes the process and authorizes staff to pursue desired areas of implementation.

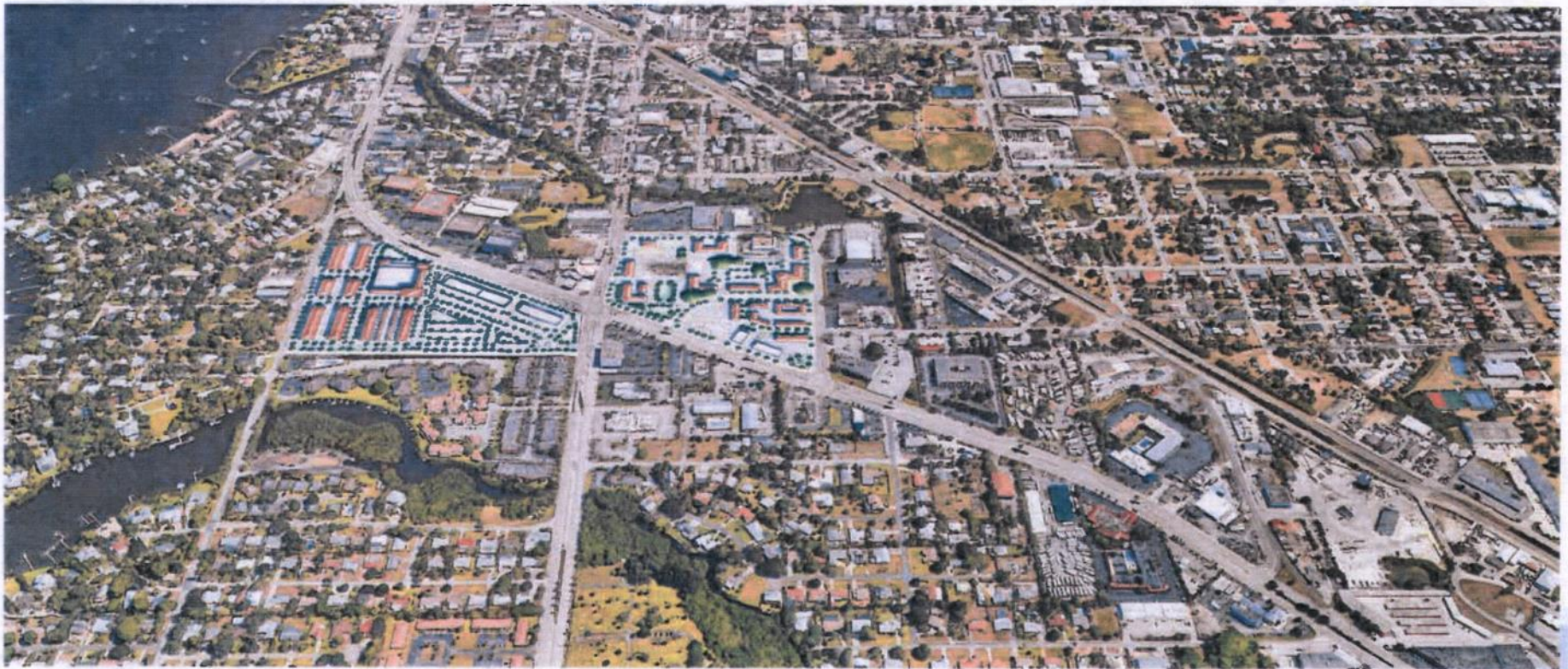


Figure 72 Federal Highway Master Plan Vision for the City of Stuart.

IMPLEMENTATION

ACTION	TASK/PROJECT	NEAR TERM	MID-TERM	LONG TERM
		6 months - 12 months	6 months - 2 years	2 years or more
Adopt the Master Plan	Adopting the Plan memorializes the process and authorizes staff to pursue desired areas of implementation.	*		
Investment in safety & comfort on the Federal Highway Corridor	Engage community and advocacy groups such as Stuart Main Street and The Creek Arts & Entertainment District to identify Master Plan priorities.	*	*	*
	Hold community workshop for <i>SW 7th Street Bridge & Completing the Grid at Colorado Avenue</i> with neighborhood and property owners.			*
	Coordinate with Martin MPO to achieve and implement Vision Zero goals and objectives.	*	Formally adopt a Vision Zero commitment.	Maintain Vision Zero commitment.
	Coordinate with FDOT on Resurfacing, Restoration, and Rehabilitation (RRR) Project. Address corridor safety during the design of RRR projects.			
	- Identify streetlight poles to be relocated. Ensure any new lighting is placed outside the sidewalk or pedestrian clear zone. - Identify locations to remove abandoned driveways. - Plan for Traffic Separators (tubular markers) at existing crosswalks. - Remove stamped concrete sidewalk and replace with smooth concrete where feasible. - Partner with FDOT for locations of high visibility crosswalks, stamped asphalt and/or pedestrian lighting.	*	Construction is anticipated to start in summer 2023.	
	Prioritize & Design roadway projects. Seek funding, advance planning efforts, and implement in coordination with Martin MPO, FDOT, and County.			
	- In coordination with property owners and FPL, mitigate the effects of large power poles on the clear sidewalk width by widening sidewalks. - Improve roadway lighting. Consider requesting a FDOT Lighting Justification Study for dark portions of Federal Highway from Palm City Road south to SE Dixie Cutoff Road. Plan for relocation of the streetlight poles out of the sidewalk or to the back of the sidewalk. - Evaluate FDOT's US-1 Multimodal Corridor Study Project Recommendations. Identify completed projects, and priority projects for the future. - Provide transit shelters at all Marty routes. Continue coordination with the MPO and Stuart Tram and seek funding to provide transit shelters throughout the network.		*	*
	Prioritize pedestrian safety and traffic calming at intersections. In coordination Martin MPO, FDOT and County, conduct a comprehensive study that evaluates design solutions to intersections at SW Palm City Road, SE Dixie Cutoff, and S Kanner Highway where intersections are realigned, pedestrian safety is prioritized and layered traffic calming is achieved. The study should consider roundabouts, horizontal deflection, curb extensions, lane re-purposing, and median islands to create a Transition Zone for vehicles entering a new context (202.4 Transition Zones).		*	*
	- Host project kick-off workshop with stakeholders to discuss goals and objectives. Include coordination with District Four Complete Streets Coordinator. - Request Intersection Control Evaluation (ICE) from FDOT for SW Palm City Road. - Coordinate with Martin MPO on the planned Willoughby extension and assess its impacts on SE Dixie Cutoff Road.			
	Plan Shared-Use Path Implementation. In coordination Martin MPO, FDOT and County, and property owners construct the desired shared-use path and shade tree planting strip from SW Palm City Road to SE Dixie Cutoff Road.			
	- Host project kick-off workshop with stakeholders to discuss goals and objectives. Include coordination with District Four Complete Streets Coordinator. - Consider a Pilot Project in a public-private partnership along existing FDOT right-of-way. - Consider Lane Elimination where average annual daily trips are less than current capacity in coordination with FDOT District 4 (south of Kanner Highway). - Identify potential funding sources including Transportation Alternatives Program (TAP) funding.		*	*

IMPLEMENTATION

ACTION	TASK/PROJECT	NEAR TERM	MID-TERM	LONG TERM
		6 months - 12 months	6 months - 2 years	2 years or more
Investment in Existing Properties	Create Infill Tree Planting Program. Promote a more pleasant experience on Federal Highway by providing more shade trees. Survey appropriate locations and approach those owners willing to participate in the program. The CRA would incur the cost of the tree and the planting, and the owner would agree to water and maintain the tree.	• <i>Add program to CRA Plan. Conduct survey.</i>	•	
	Evaluate Future Land Use and Zoning Designations. Study the reassignment of Commercial FLU for properties with particular attention to those facing or adjacent to Downtown FLU. • Evaluate where a mixed-use development pattern and infill redevelopment may be supported. • Evaluate required parking quantities.	•		
Regulatory Improvements for Future Development	Consider a Form Based Code to improve the public realm. Form-based codes foster predictable built results and a high-quality public realm by using the physical form, rather than separation of uses, as the organizing principle for the code.	•	•	
	Establish a defined thoroughfare as part of Land Development Regulations. Communicate the desired street sections along the corridor to promote a continuous pedestrian clear zone over time. Maintain required 20' building setback at Federal Highway (Sec. 2.04.06), and add required development of sidewalks and landscaping: • Hardscaped front setback to create a minimum 10' shared-use path • Shade trees in 10' planting strip adjacent to curb		•	
	Modify Urban Highway zoning district. Revise the description of the Urban Highway zoning district to reflect the community vision and a more sustainable urban form. Revise the code for Urban Highway zoning district with the following principles: • 20-30 ft. build-to zone to reflect the desired street section noted above. • Require minimum facade transparency & pedestrian access from the sidewalk. • Promote frontage types such as a storefront, arcade, porch, or stoops. • Require parking areas to be located to the side or rear of buildings.		•	

APPENDIX A
INVENTORY: PROPERTY CUT SHEETS

09-38-41-000-000-00102-2	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.7789
Building Floorspace (sf)	2,184
Total Assessed Value	\$564,310
Current Use	Service Station

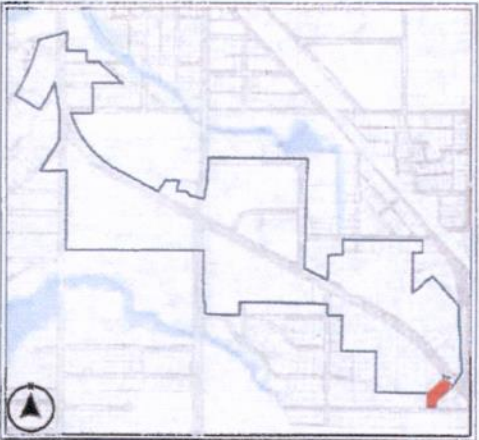


Figure 73 Site highlighted on location map in red.



Figure 74 Image of site from Southeast Federal Highway.

09-38-41-000-000-00101-3	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.6899
Building Floorspace (sf)	400
Total Assessed Value	\$524,010
Current Use	Vacant

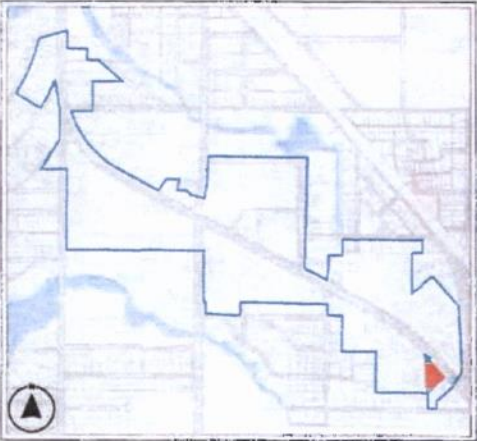


Figure 75 Site highlighted on location map in red.



Figure 76 Image of site from Southeast Federal Highway.

INVENTORY: PROPERTY CUT SHEETS

09-38-41-000-000-00101-3	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	2.9800
Building Floorspace (sf)	54,753 - (2) stories
Total Assessed Value	\$3,500,000
Current Use	Hotel/Motel

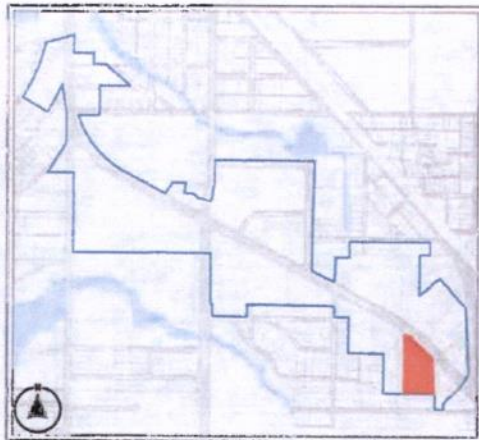


Figure 77 Site highlighted on location map in red



Figure 78 Image of site from Southeast Federal Highway.

09-38-41-000-000-00140-6	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	2.9410
Building Floorspace (sf)	10,000
Total Assessed Value	\$1,317,030
Current Use	Auto Sales/Repair

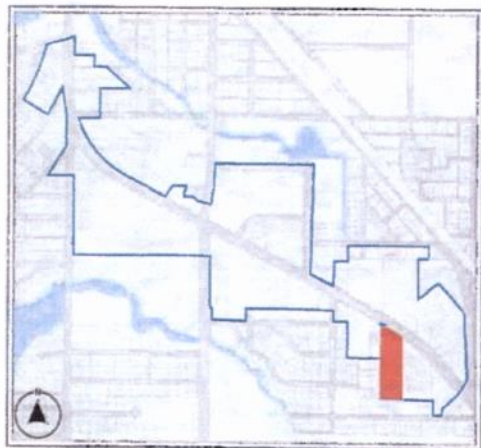


Figure 79 Site highlighted on location map in red.



Figure 80 Image of site from Southeast Federal Highway.

09-38-41-009-000-00020-2	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.8838
Building Floorspace (sf)	12,463 - (2) stories
Total Assessed Value	\$1,116,120
Current Use	Office Building

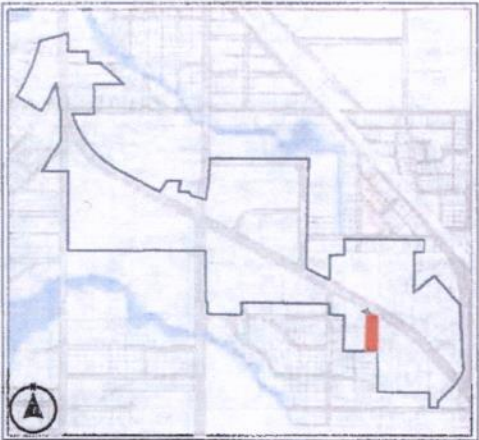


Figure 51 Site highlighted on location map in red.

OFFICE BUILDING



Figure 52 Image of site from Southeast Federal Highway.

09-38-41-009-000-00020-2	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	2.2
Building Floorspace (sf)	1,686
Total Assessed Value	\$752,200
Current Use	Vacant

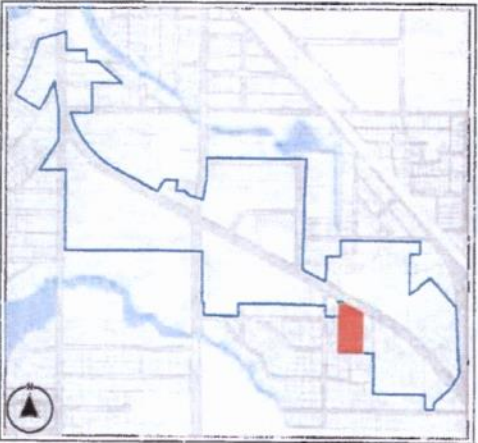


Figure 83 Site highlighted on location map in red.



Figure 84 Image of site from Southeast Federal Highway.

INVENTORY: PROPERTY CUT SHEETS

09-38-41-009-000-00020-2	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.4279
Building Floorspace (sf)	8,167 - (2) stories
Total Assessed Value	\$708,930
Current Use	Office building

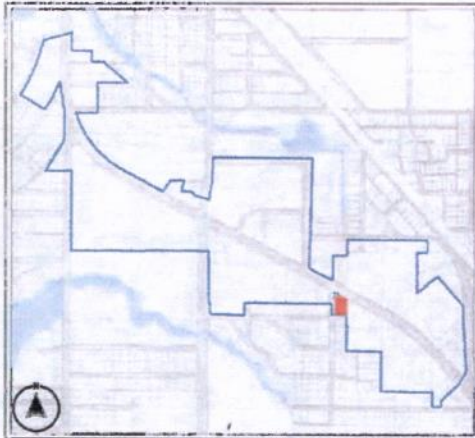


Figure 85 Site highlighted on location map in red.

OFFICE BUILDING



Figure 86 Image of site from Southeast Federal Highway.

09-38-41-000-000-00112-0	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	1.5767
Building Floorspace (sf)	13,760
Total Assessed Value	\$1,293,010
Current Use	Repair service shop

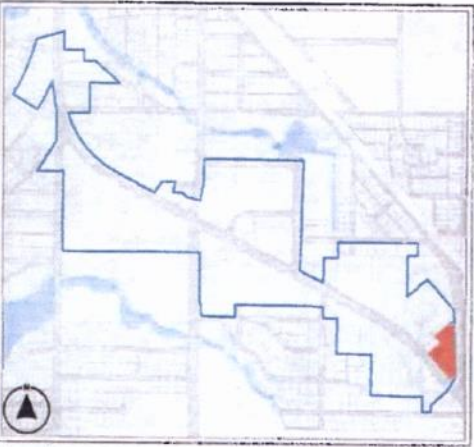


Figure 87 Site highlighted on location map in red.



Figure 88 Image of site from Southeast Federal Highway.

09-38-41-000-000-00113-9	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.5303
Building Floorspace (sf)	2,448
Total Assessed Value	\$383,090
Current Use	Repair service shop

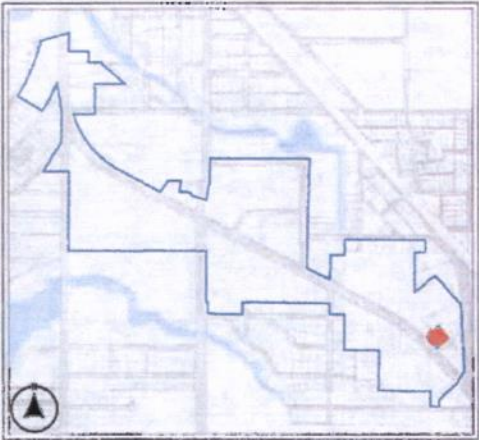


Figure 89 Site highlighted on location map in red.



Figure 90 Image of site from Southeast Federal Highway.

09-38-41-000-000-00110-2	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	3.9700
Building Floorspace (sf)	39,040
Total Assessed Value	\$4,760,000
Current Use	Hotels/Motels

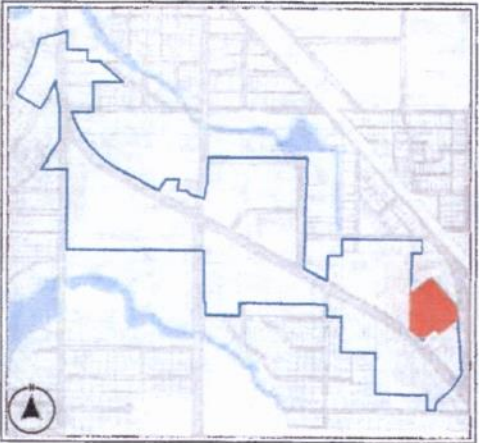


Figure 91 Site highlighted on location map in red.



Figure 92 Image of site from Southeast Federal Highway.

04-38-41-009-004-00060-6	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	5.3570
Building Floorspace (sf)	3,786
Total Assessed Value	\$1,261,830
Current Use	Mobile Home Park

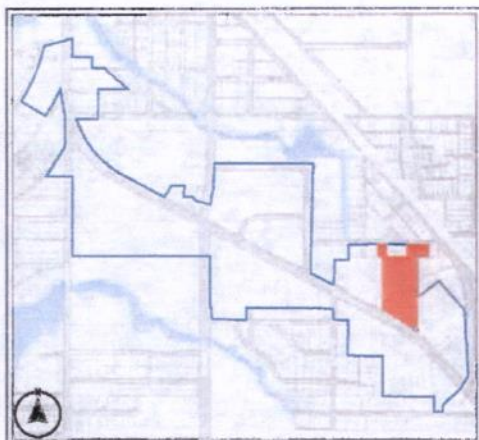


Figure 93 Site highlighted on location map in red.



Figure 94 Image of site from Southeast Federal Highway.

04-38-41-009-004-00090-0	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.551
Building Floorspace (sf)	5,915
Total Assessed Value	\$739,380
Current Use	Daycare

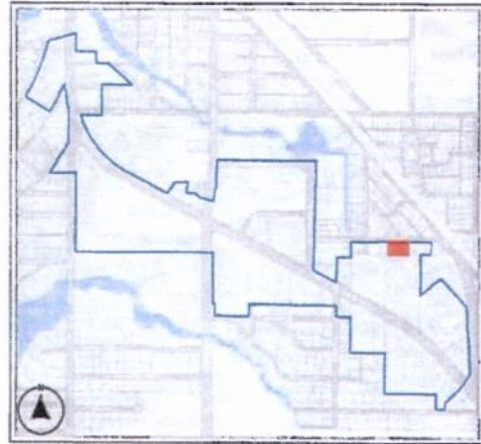


Figure 95 Site highlighted on location map in red.



Figure 96 Image of site from East Florida Street.

INVENTORY: PROPERTY CUT SHEETS

04-38-41-009-004-00010-7	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.344
Building Floorspace (sf)	None applicable
Total Assessed Value	\$157,880
Current Use	Parking lot

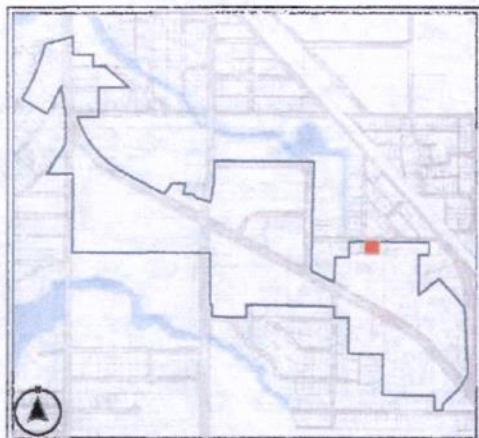


Figure 97 Site highlighted on location map in red.



Figure 98 Image of site from East Florida Street.

04-38-41-009-001-00380-5	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.31
Building Floorspace (sf)	3,520
Total Assessed Value	\$510,400
Current Use	Office building

■ OFFICE BUILDING



Figure 99 Site highlighted on location map in red.



Figure 100 Image of site from East Florida Street.

09-38-41-000-000-00080-8	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	3.1655
Building Floorspace (sf)	65,624 - (3) stories
Total Assessed Value	\$4,883,680
Current Use	Office building

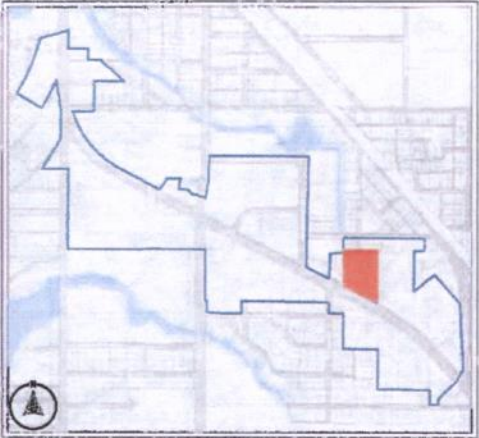


Figure 101 Site highlighted on location map in red.



Figure 102 Image of site from Southeast Federal Highway.

09-38-41-007-000-00020-0	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.79
Building Floorspace (sf)	2,610
Total Assessed Value	\$887,400
Current Use	Financial institution

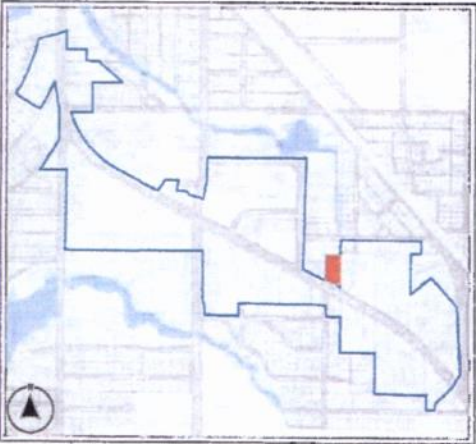


Figure 103 Site highlighted on location map in red.



Figure 104 Image of site from Southeast Federal Highway.

09-38-41-000-000-00220-9	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.43
Building Floorspace (sf)	3,020
Total Assessed Value	\$245,640
Current Use	Repair service shops

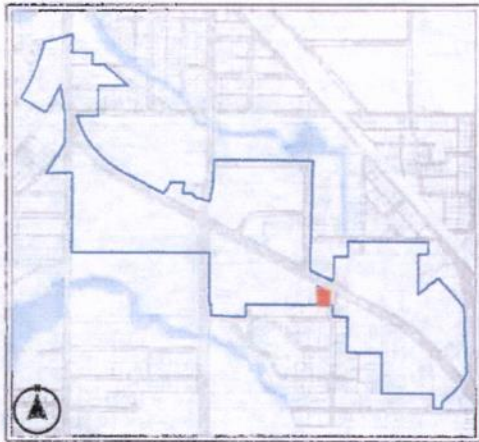


Figure 105 Site highlighted on location map in red.

RPMS AUTO SALES & SHARON MOTORS



Figure 106 Image of site from Southeast Federal Highway.

09-38-41-000-000-00182-5	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	1.7989
Building Floorspace (sf)	2,864
Total Assessed Value	\$1,037,230
Current Use	Drive-in restaurant

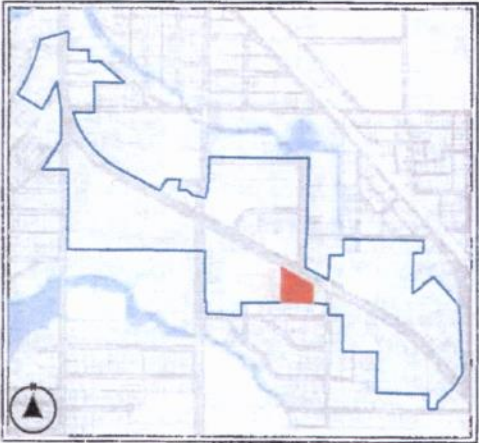


Figure 107 Site highlighted on location map in red.



Figure 108 Image of site from Southeast Federal Highway.

09-38-41-000-000-00180-7	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	3.19
Building Floorspace (sf)	45,451
Total Assessed Value	\$3,332,650
Current Use	Hotels/Motels and Restaurant

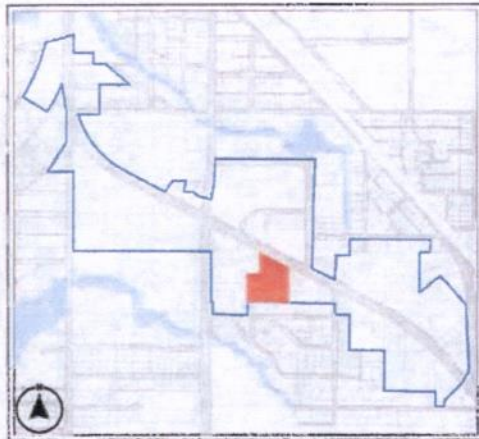


Figure 109 Site highlighted on location map in red.

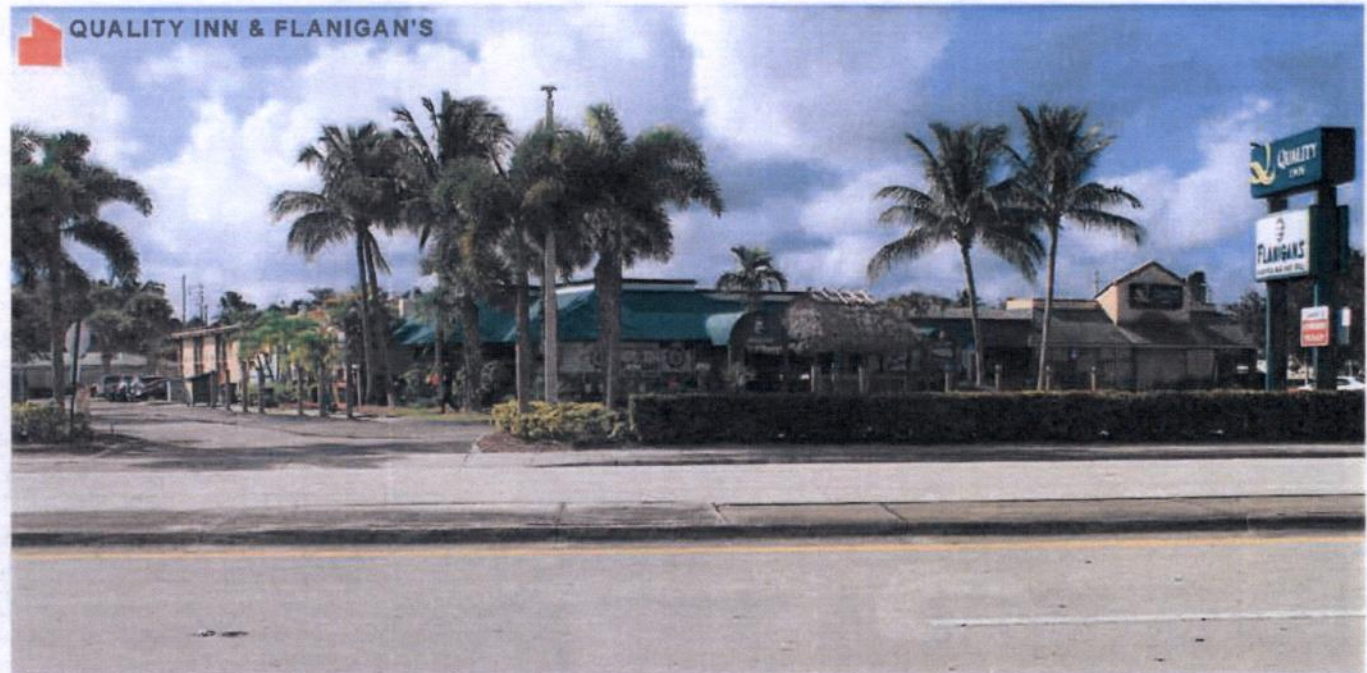


Figure 110 Image of site from Southeast Federal Highway.

04-38-41-000-000-00430-6	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	1.1394
Building Floorspace (sf)	3,388
Total Assessed Value	\$665,710
Current Use	Drive-in restaurant

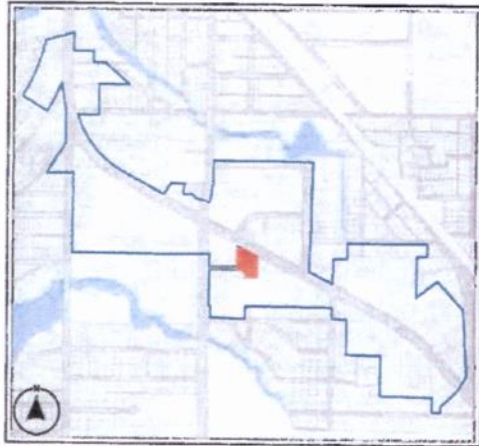


Figure 111 Site highlighted on location map in red.



Figure 112 Image of site from Southeast Federal Highway.

04-38-41-000-000-00430-6	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	1.6340
Building Floorspace (sf)	38,772 - (4) stories
Total Assessed Value	\$2,548,180
Current Use	Financial Institution

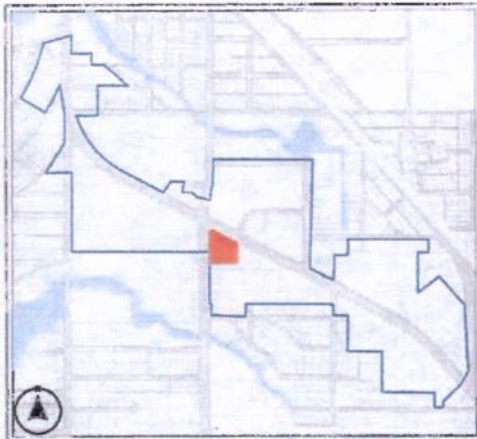


Figure 113 Site highlighted on location map in red.



Figure 114 Image of site from Southeast Federal Highway.

09-38-41-000-000-00200-3	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	1.1318
Building Floorspace (sf)	7,665
Total Assessed Value	\$944,490
Current Use	Funeral home & crematory

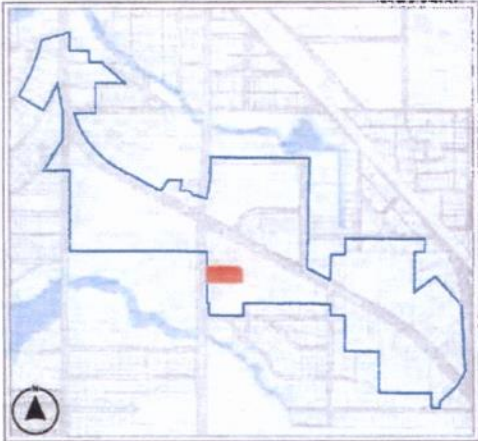


Figure 115 Site highlighted on location map in red.



Figure 116 Image of site from South Kanner Highway.

09-38-41-000-000-00210-1	
Future Land Use	Commercial & Low Density Residential
Zoning	B2 & R1
Site Area (acres)	2.3000
Building Floorspace (sf)	16,000
Total Assessed Value	\$950,600
Current Use	Club Lodge Union Hall

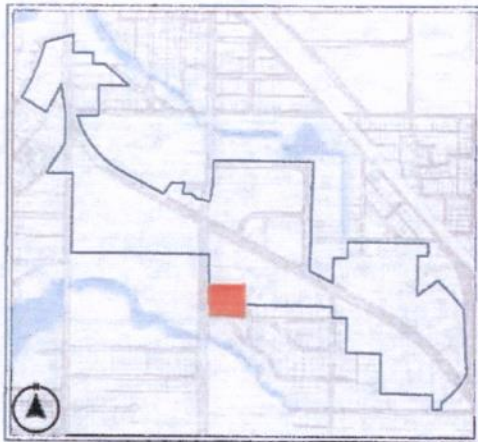


Figure 117 Site highlighted on location map in red.



Figure 118 Image of site from South Kanner Highway.

04-38-41-018-000-00370-8	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	2.86
Building Floorspace (sf)	46,686 - (2) stories
Total Assessed Value	\$4,090,330
Current Use	Shopping center

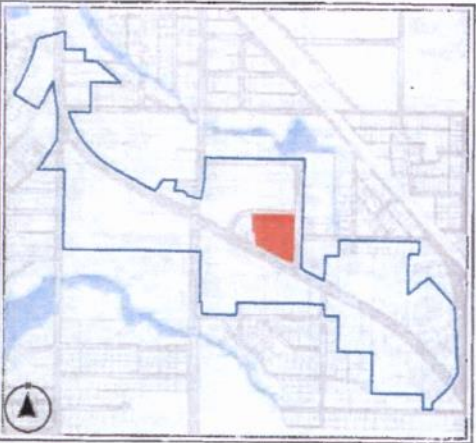


Figure 119 Site highlighted on location map in red.



Figure 120 Image of site from Southeast Federal Highway.

04-38-41-018-000-00374-4	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.398
Building Floorspace (sf)	17,353 - (2) stories
Total Assessed Value	\$451,510
Current Use	Office building

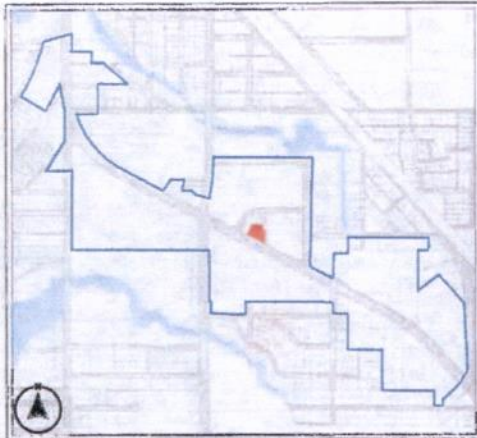


Figure 121 Site highlighted on location map in red.



Figure 122 Image of site from Southeast Federal Highway.

04-38-41-018-000-00373-5	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.4719
Building Floorspace (sf)	1,830
Total Assessed Value	\$546,620
Current Use	Financial institution

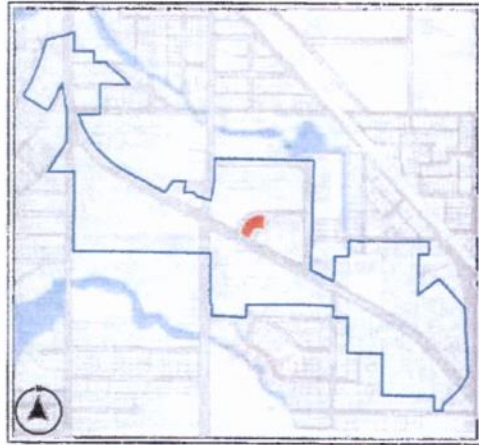


Figure 123 Site highlighted on location map in red.



Figure 124 Image of site from Southeast Federal Highway.

04-38-41-000-000-00380-6	
Future Land Use	Downtown
Zoning	Urban Center
Site Area (acres)	6.2964
Building Floorspace (sf)	45,576 - (3) stories
Total Assessed Value	\$8,751,080
Current Use	Financial institution

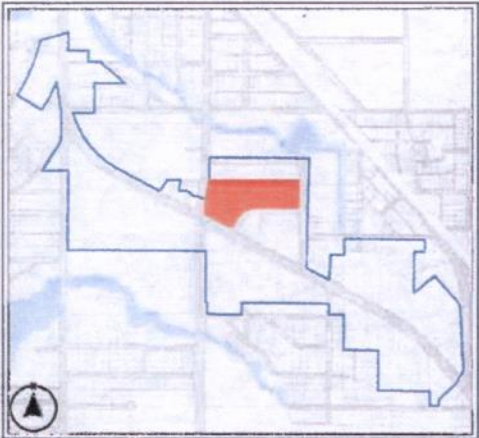


Figure 125 Site highlighted on location map in red.



Figure 126 Image of site from Southeast Federal Highway parking lot.

04-38-41-018-000-00050-5	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	1.7821
Building Floorspace (sf)	27,529 - (3) stories
Total Assessed Value	\$2,376,430
Current Use	Financial institution

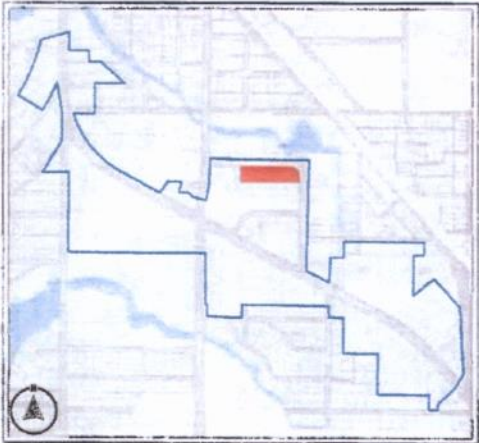


Figure 127 Site highlighted on location map in red



Figure 128 Image of site from Southeast Kindred Street.

04-38-41-000-000-00370-8	
Future Land Use	Downtown
Zoning	Urban Center
Site Area (acres)	0.9820
Building Floorspace (sf)	8,041
Total Assessed Value	\$676,880
Current Use	Auto Sales/Repair

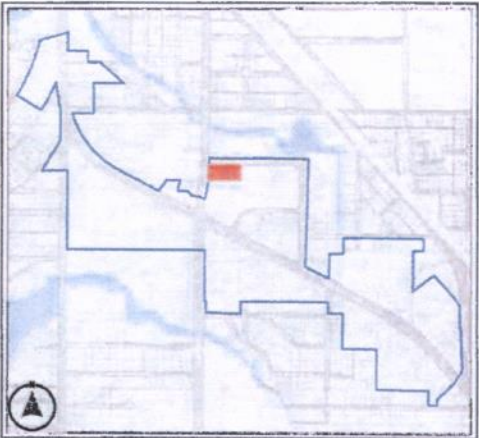


Figure 129 Site highlighted on location map in red.



Figure 130 Image of site from South Colorado Avenue.

05-38-41-000-000-00310-8	
Future Land Use	Downtown
Zoning	Urban Center
Site Area (acres)	0.4367
Building Floorspace (sf)	2,262
Total Assessed Value	\$599,420
Current Use	Service Station

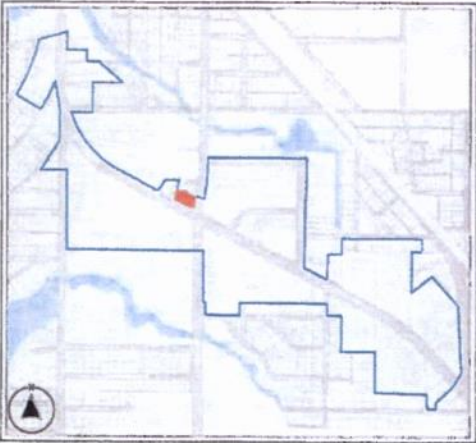


Figure 131 Site highlighted on location map in red.



Figure 132 Image of site from Southwest Federal Highway.

INVENTORY: PROPERTY CUT SHEETS

05-38-41-000-000-00290-2	
Future Land Use	Downtown
Zoning	Urban Center
Site Area (acres)	0.5438
Building Floorspace (sf)	4,320
Total Assessed Value	\$587,000
Current Use	Drive-in restaurant

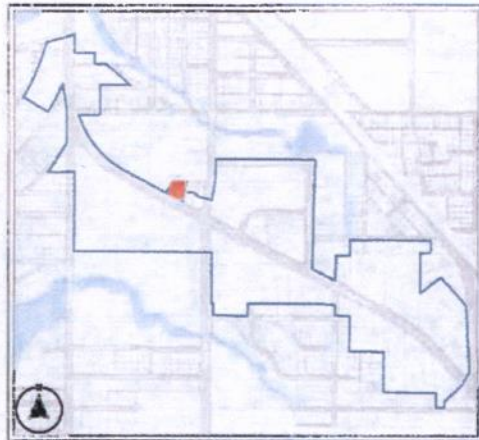


Figure 133 Site highlighted on location map in red.

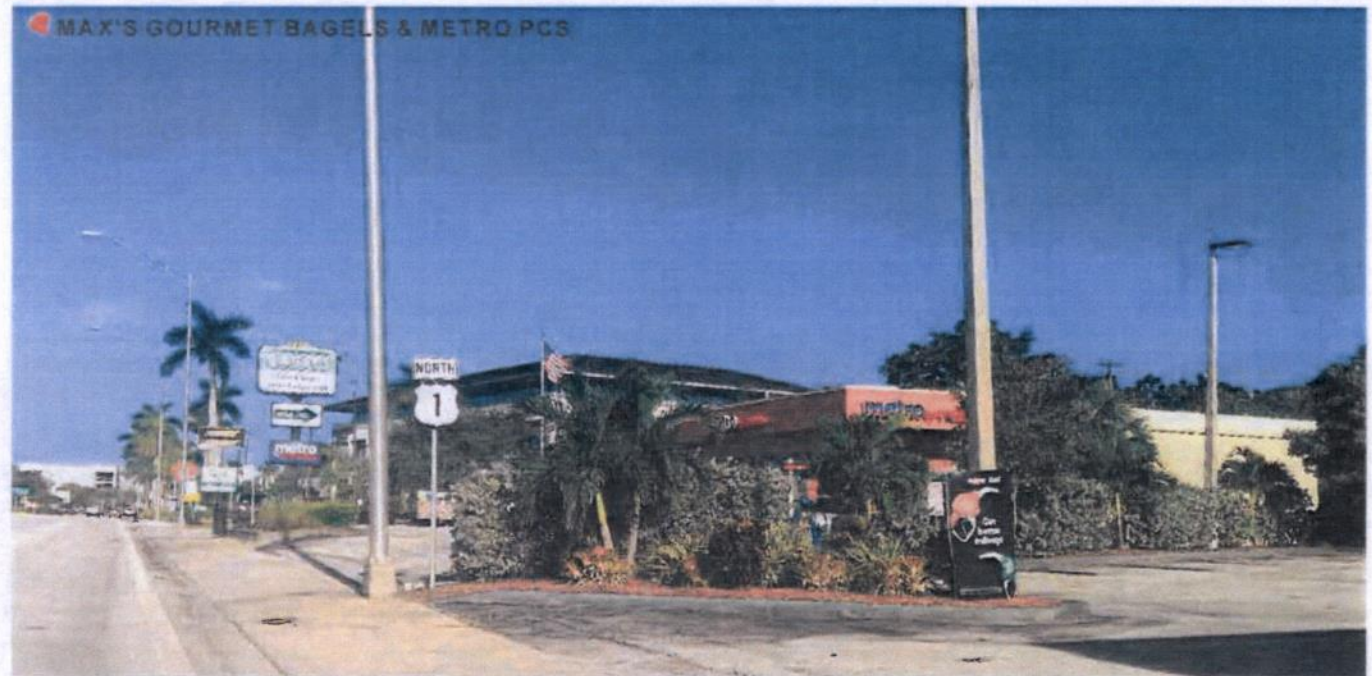


Figure 134 Image of site from Southwest Federal Highway.

05-38-41-000-000-00340-2	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	15.0000
Building Floorspace (sf)	128,328
Total Assessed Value	\$8,984,270
Current Use	Shopping center

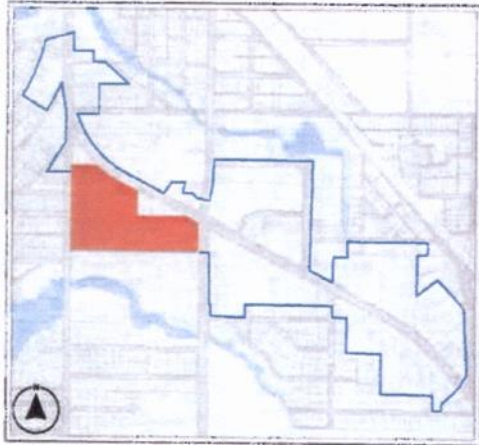


Figure 136 Site highlighted on location map in red.



Figure 136 Image of site from Southwest Federal Highway.

Figure 137 Image of site from Southwest Federal Highway.



INVENTORY: PROPERTY CUT SHEETS

05-38-41-000-000-00400-9	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	0.3692
Building Floorspace (sf)	1,726
Total Assessed Value	\$449,670
Current Use	Service Station

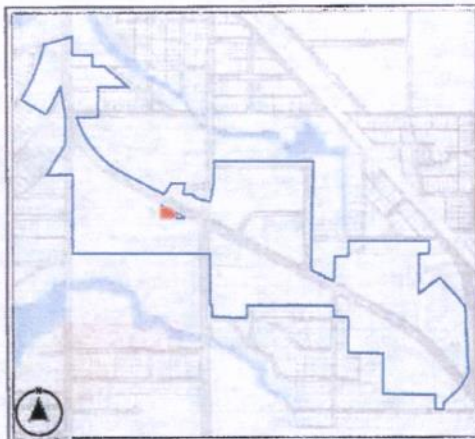


Figure 138 Site highlighted on location map in red.



Figure 139 Image of sites from Southwest Federal Highway.

05-38-41-000-000-00380-3	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	0.339
Building Floorspace (sf)	1,200
Total Assessed Value	\$293,140
Current Use	Drive-In Restaurant

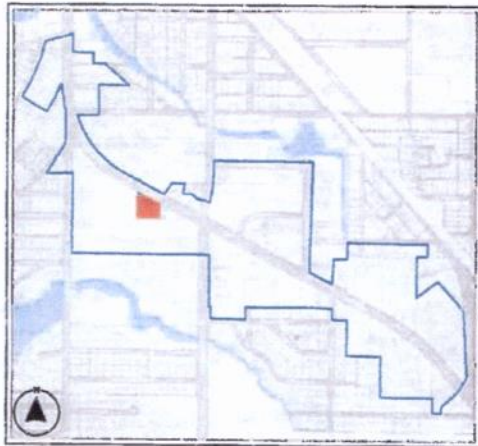


Figure 140 Site highlighted on location map in red.

05-38-41-000-000-00370-5	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	0.581
Building Floorspace (sf)	1,074
Total Assessed Value	\$418,180
Current Use	Drive-In Restaurant

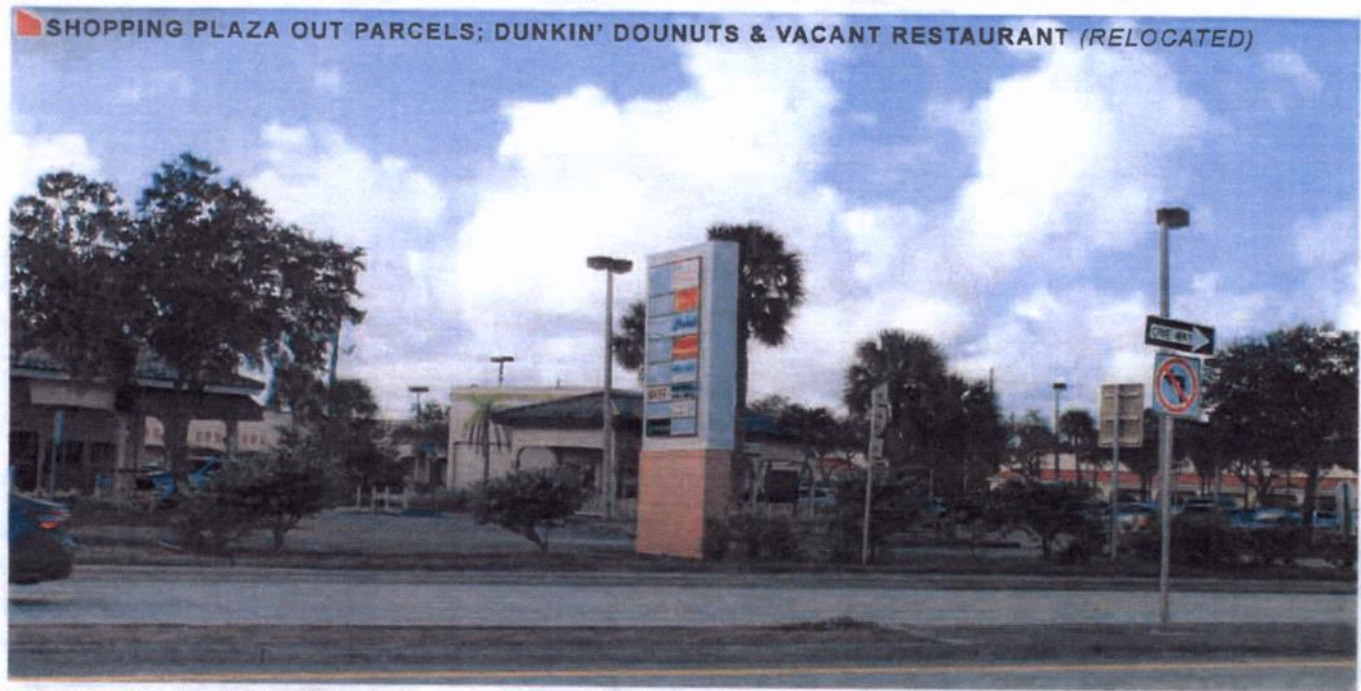


Figure 141 Image of both sites from Southwest Federal Highway.

05-38-41-000-000-00330-4	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.8200
Building Floorspace (sf)	3,046
Total Assessed Value	\$587,780
Current Use	Vacant Drive-in Restaurant

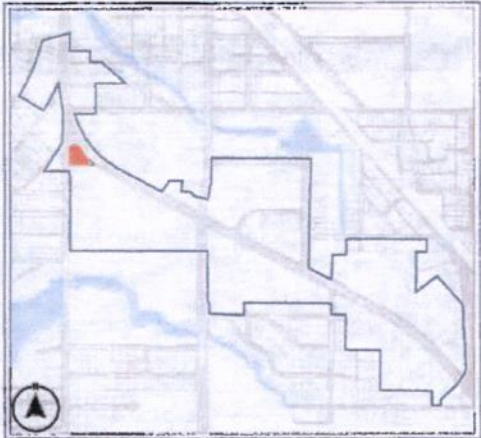


Figure 142 Site highlighted on location map in red.



Figure 143 Image of site from Southwest Federal Highway.

05-38-41-002-000-01730-6	
Future Land Use	Office-Residential
Zoning	B2
Site Area (acres)	0.3689
Building Floorspace (sf)	Not applicable
Total Assessed Value	\$128,540
Current Use	Vacant

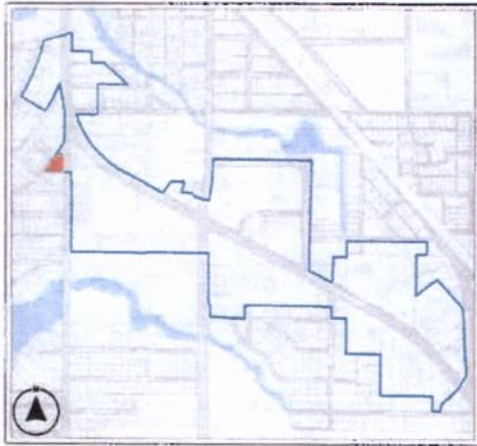


Figure 144 Site highlighted on location map in red.



Figure 145 Image of site from Southwest Federal Highway.

05-38-41-006-003-00010-9	
Future Land Use	Downtown
Zoning	Urban Highway
Site Area (acres)	0.9908
Building Floorspace (sf)	6,537
Total Assessed Value	\$445,000
Current Use	Hotels/Motels

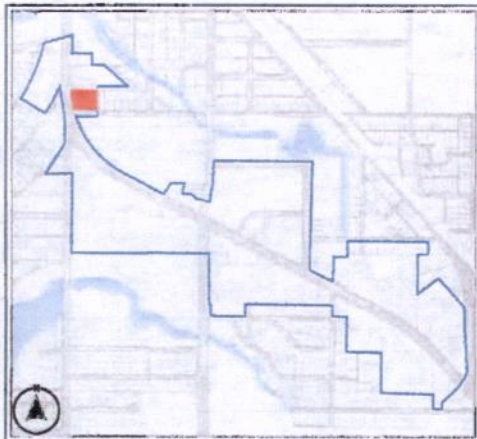


Figure 146 Site highlighted on location map in red.



Figure 147 Image of site from Southwest Federal Highway.

05-38-41-006-001-00050-4	
Future Land Use	Downtown
Zoning	Urban Highway & Urban Waterfront
Site Area (acres)	0.8452
Building Floorspace (sf)	13,785
Total Assessed Value	\$835,250
Current Use	Office building

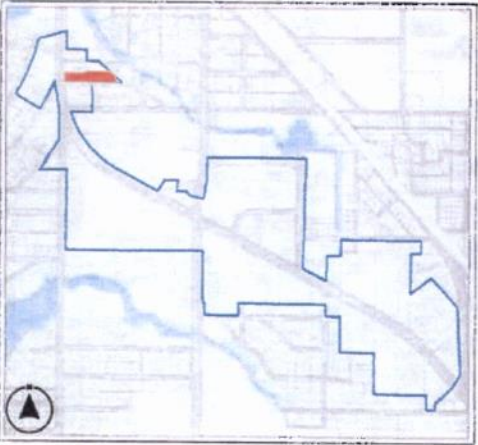


Figure 148 Site highlighted on location map in red.

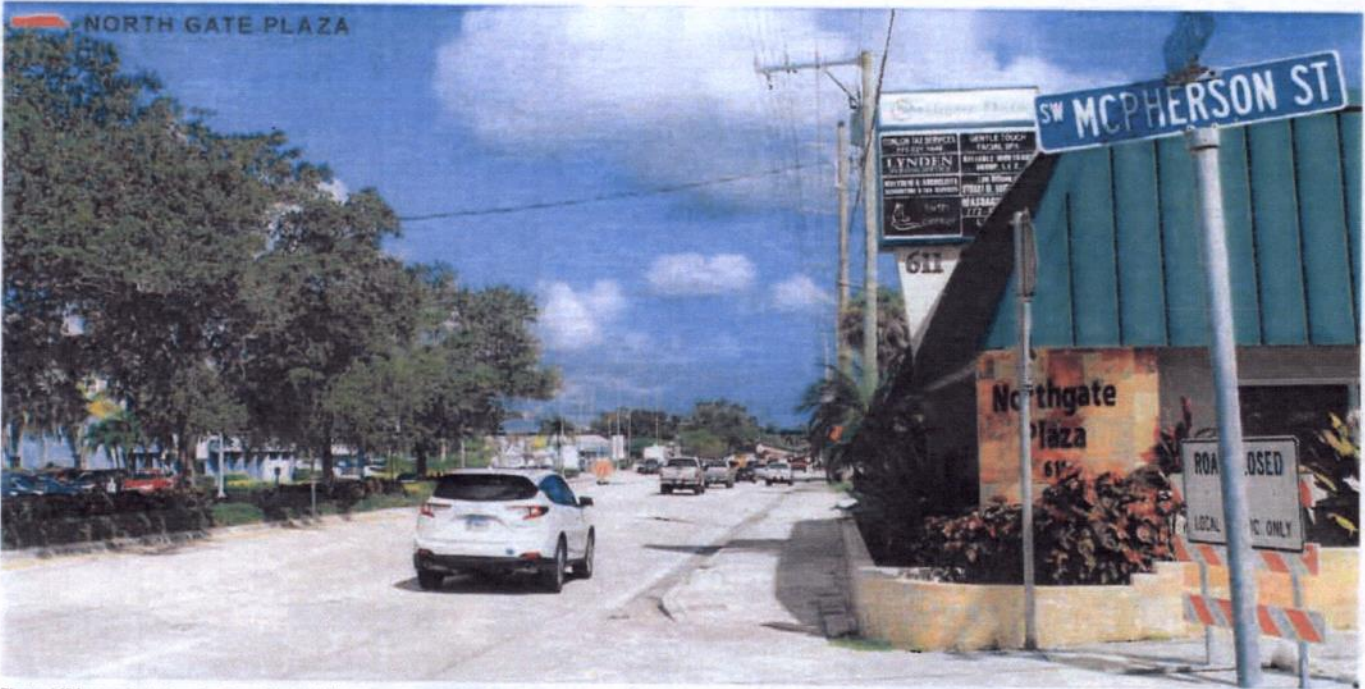


Figure 149 Image of site from Southwest Federal Highway.

Future Land Use	Downtown
Zoning	Urban Highway & Urban Waterfront
Site Area (acres)	0.82
Building Floorspace (sf)	5,699
Total Assessed Value	\$468,420
Current Use	Apartments

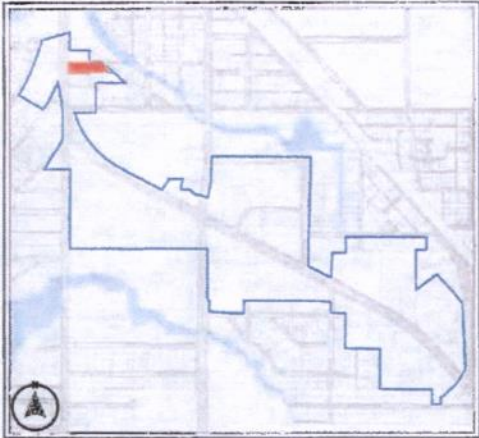


Figure 150 Site highlighted on location map in red.



Figure 151 Image of site from Southwest Federal Highway.

05-38-41-000-000-00180-5	
Future Land Use	Downtown
Zoning	Urban Highway & Urban Waterfront
Site Area (acres)	0.4379
Building Floorspace (sf)	None applicable
Total Assessed Value	\$154,490
Current Use	Vacant

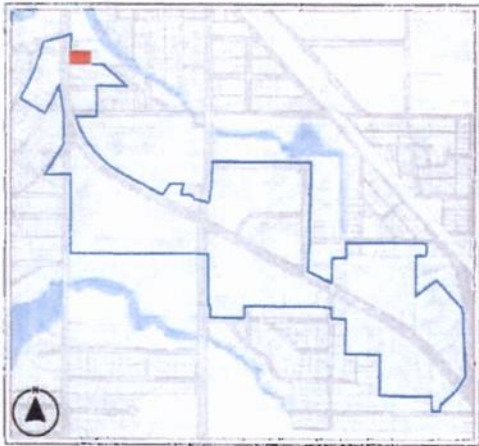


Figure 152 Site highlighted on location map in red.

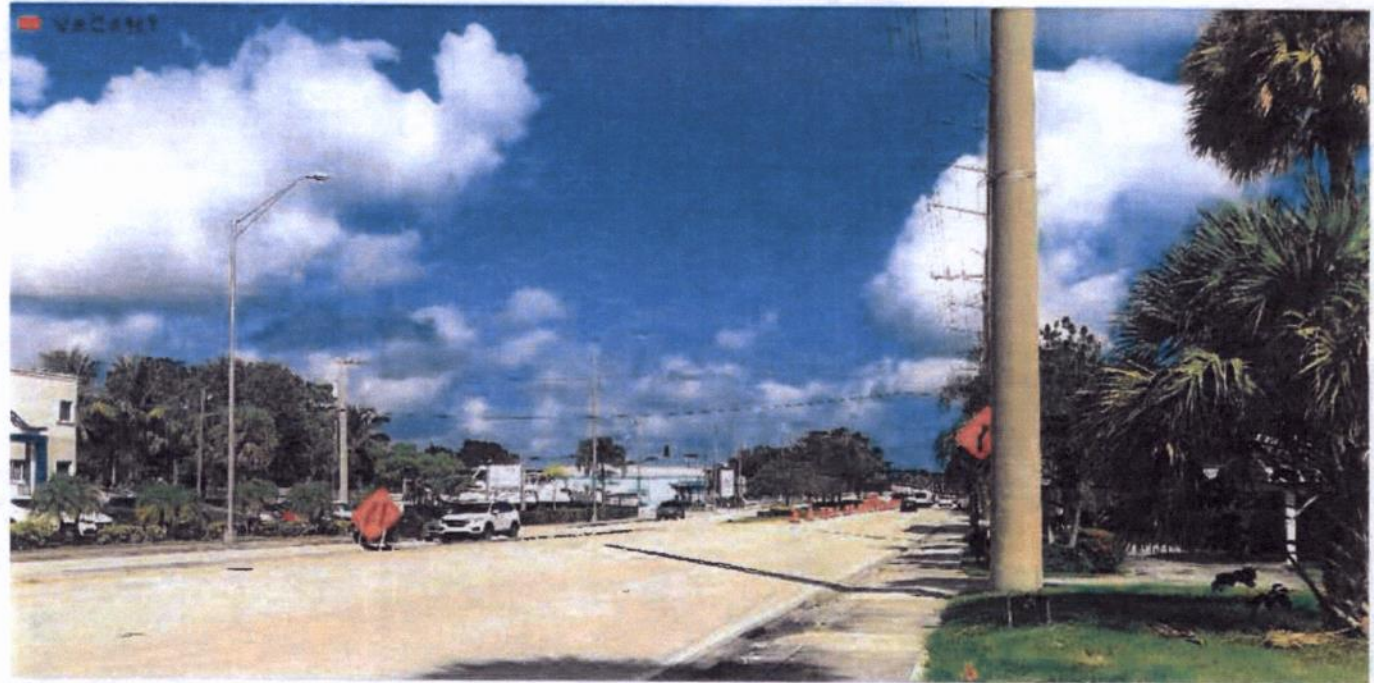


Figure 153 Image of site from Southwest Federal Highway.

05-38-41-001-000-01170-4	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.3843
Building Floorspace (sf)	1,851
Total Assessed Value	\$140,100
Current Use	Mixed use

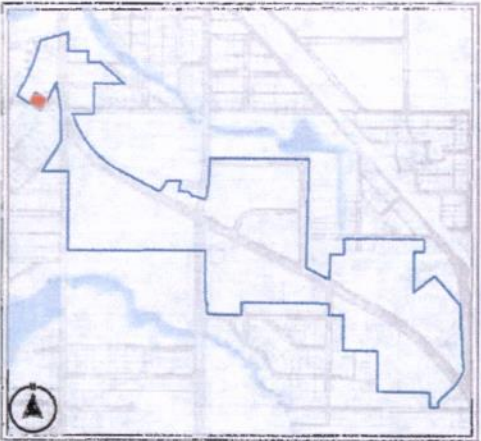


Figure 154 Site highlighted on location map in red.



Figure 155 Image of site from Southwest Bryant Avenue.

05-38-41-001-000-01000-0	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.7800
Building Floorspace (sf)	5,796
Total Assessed Value	\$693,000
Current Use	Vacant

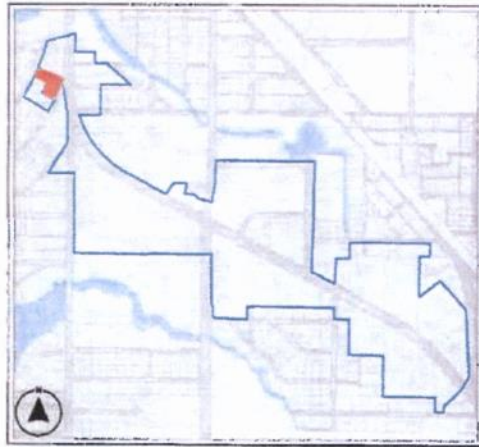


Figure 156 Site highlighted on location map in red.

05-38-41-001-000-01160-6	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.18
Building Floorspace (sf)	None applicable
Total Assessed Value	\$76,670
Current Use	Vacant



Figure 157 Image of site from Southwest Federal Highway.

05-38-41-001-000-01160-6	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.7441
Building Floorspace (sf)	3,255
Total Assessed Value	\$349,690
Current Use	Auto Sales

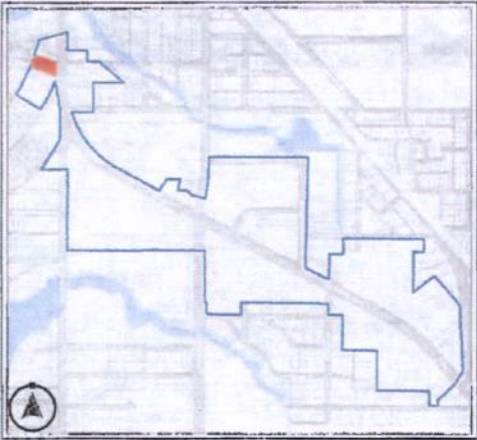


Figure 158 Site highlighted on location map in red.



Figure 159 Image of site from Southwest Federal Highway.

05-38-41-001-000-01040-2	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.2461
Building Floorspace (sf)	2,720
Total Assessed Value	\$571,200
Current Use	Vacant

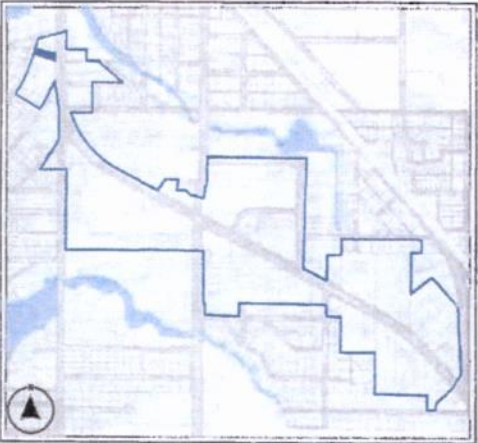


Figure 160 Site highlighted on location map in red.



Figure 161 Image of site from Southwest Federal Highway.

INVENTORY: PROPERTY CUT SHEETS

05-38-41-001-000-01050-9	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.22
Building Floorspace (sf)	8,085 - (2) stories
Total Assessed Value	\$534,300
Current Use	Office building

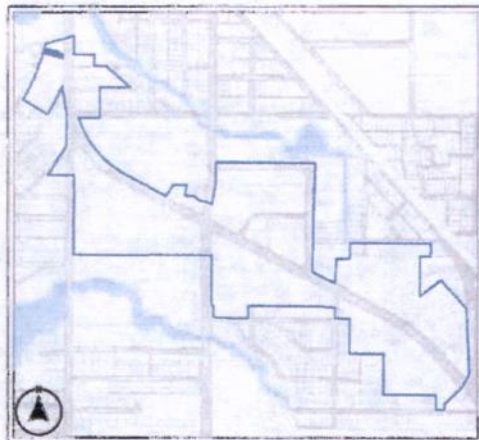


Figure 162 Site highlighted on location map in red.



Figure 163 Image of site from Southwest Federal Highway.

05-38-41-001-000-01060-7	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.3417
Building Floorspace (sf)	7,117 - (2) stories
Total Assessed Value	\$904,620
Current Use	Medical & professional offices

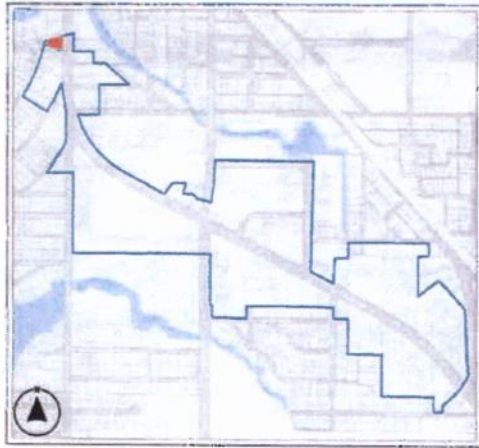


Figure 154 Site highlighted on location map in red.



Figure 155 Image of site from Southwest Federal Highway.

INVENTORY: PROPERTY CUT SHEETS

05-38-41-001-000-00980-6	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.336
Building Floorspace (sf)	548
Total Assessed Value	\$179,540
Current Use	Single Family Dwelling

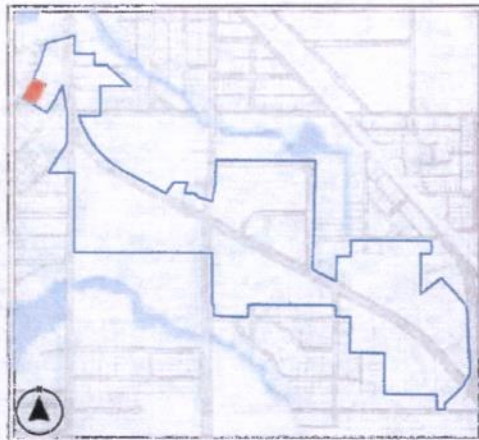


Figure 166 Site highlighted on location map in red.

05-38-41-001-000-00960-0	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	.336
Building Floorspace (sf)	2,956
Total Assessed Value	\$334,800
Current Use	Triplex

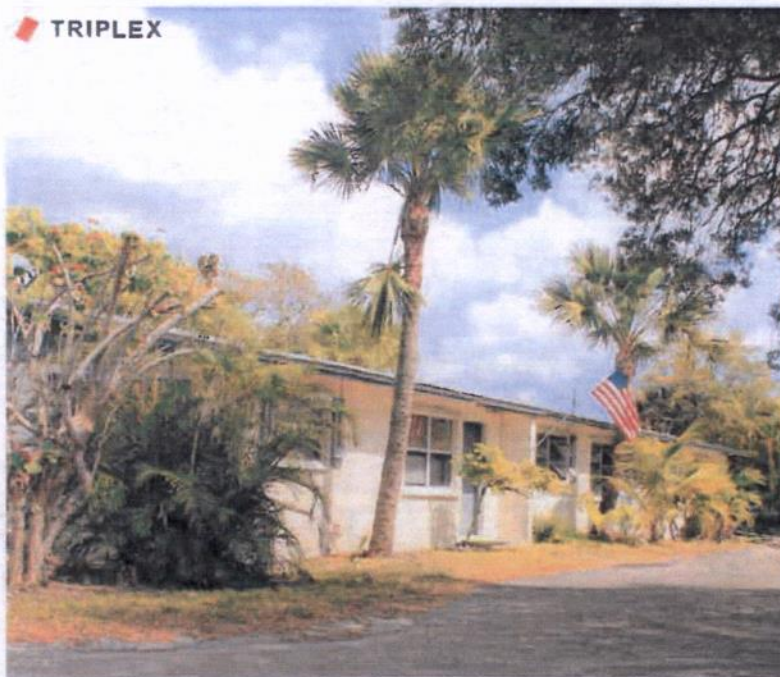
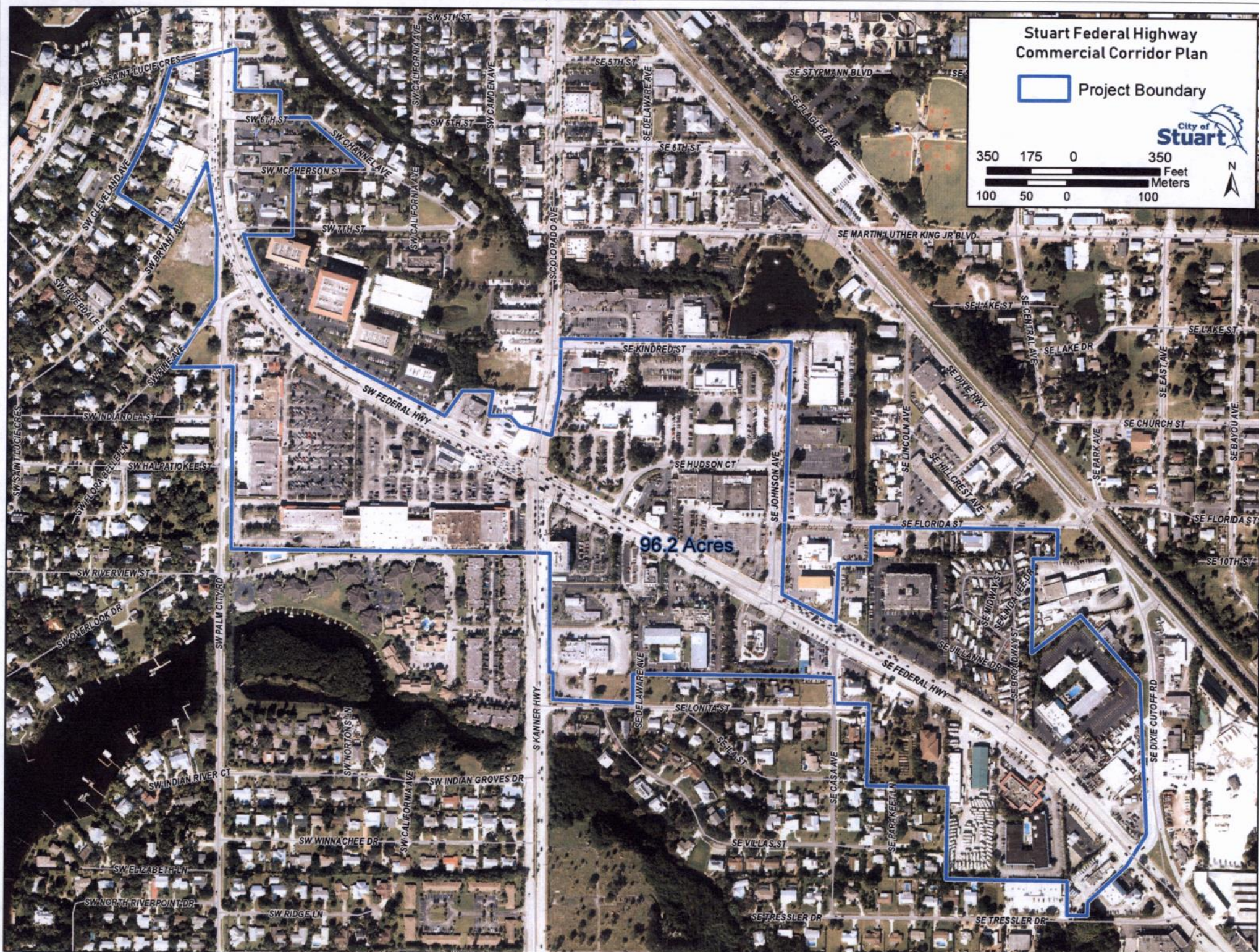


Figure 167 Image of site from Southwest Cleveland Avenue.





MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
AUGUST 28, 2023
AT 5:30 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Troy McDonald
Vice Mayor Becky Bruner
Commissioner Eula R. Clarke
Commissioner Christopher Collins
Commissioner Campbell Rich

ADMINISTRATIVE

City Manager, Michael J. Mortell
Interim City Attorney, Paul J. Nicoletti
City Clerk, Mary R. Kindel

ROLL CALL

6:12 PM

PRESENT: Mayor McDonald, Vice Mayor Bruner, Commissioner Clarke, Commissioner Collins, Commissioner Rich

INVOCATION

No Invocation, Chair Mayor McDonald requested a moment of silence.

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

PRESENTATIONS

1. US-1 AT SW PALM CITY ROAD MULTIMODAL INTERSECTION IMPROVEMENT
FEASIBILITY STUDY

City Manager, Mike Mortell, announced that at the end of the presentation, a motion and second is requested to have the City make a recommendation.

Beth Beltran, Martin County Transportation Agency, MPO reported on the history of Palm City Road and their work program. Ms. Beltran introduced Mr. Gerald Bolden of the Corradino Group and Ms. Joy Puerta, Project Manager and Planner for the MPO. Mr. Bolden presented five (5) alternatives for Palm City Road and commented on the pros and

cons of each alternative. He presented another alternative that was not discussed during the public meeting last week, a traffic-calming alternative. The summary included the physical impact of the alternatives, opinion of probable cause, goals and objectives, and physical impacts. PAC General Meetings were held; common comments were about delivery trucks, intersection traffic operations, raised crosswalks, and speed. The General Public Workshops were well attended and the comments from them included more enforcement is needed, traffic-calming alternatives, address the intersection at Palm City Road and Monterey Road, and a multi-use path along Palm City Road. Alternative 5 was the most favored at the General Public Meeting.

PUBLIC COMMENT:

1. Joe Flanagan - Indian Grove Drive; Commented on the fact that that neighborhood is the only one that has an express exit from US 1. Try to reroute behavior, need to do what can be done to lessen the volume, lessen the speed. There are enforcement issues. Stuart Police Department does a good job, but the afternoon traffic backup causes problems.
2. Merritt Matheson - South Carolina Drive; Lives off Palm City Road and commented on the power of the MPO, having the power to put projects such as this to be prioritized, and once there, the Florida Department Of Transportation (FDOT) would take control. Feels that changing an intersection should be the state's responsibility. Asks the Commission to consider Alternative 5 for the MPO project priority list.
3. Mark Brechbill - Osceola Street; When running as a candidate, walked through that neighborhood, commented that the only way to reduce the traffic is to make it a one-way.

7:11 PM MOTION: Approval of Alternative 5 for MPO to put on its priority list, with traffic calming.

MOVED BY: Becky Bruner

SECONDED BY: Eula Clarke

Motion approved unanimously.

COMMENTS BY CITY COMMISSIONERS

Commissioner Collins

- Commented on an email sent to the Commissioners from a resident regarding paper straws and that they contain PFAS and we may want to revisit the straw ordinance.
- Attended Brian Mast's new Legislative Director briefing by the Army Corp and commented that there are only three ways to no discharges; The President of the United States, an act of Congress, or a federal judge.
- Commented on the recent change by the Florida League of Cities (FLC) to the American Rescue Plan (ARPA). The interim final rule update included various investments, felt it could potentially deploy our half million to be freed-up for employee Cost of Living (COLA) increases. Recommended the City look outside the box to use ARPA money for COLA.

Commissioner Clarke

- Commented on Hurricane preparations and the impending storm in Florida.
- Commented whether the Community Redevelopment Agency (CRA) agenda and City Commission Meeting (CCM) agenda is under the same rule in the Charter. Stated there should be consideration to completely divorce having the CRA meetings before the CCM.
- Stated we make sure the City's properties are thoroughly inspected and expenses identified when leasing.

Vice Mayor Bruner

- Commented on the City-owned properties, the City needs to make guidelines.

Mayor McDonald

- Commented on the hurricane, for all to keep vigilant, and how this might affect insurance rates and could lead to discharges.
- Noted the CRA Meetings need more time.
- Commented on the straw ordinance review and agreed to review the ordinance if that was the Boards consensus.

COMMENTS BY CITY MANAGER

City Manager Mortell provided a brief update on the history of the Waterfront Restaurant application, reviewed details of correspondence, the timeline of inspections, emails and meetings between the previous City Manager, David Dyess and the owner of the Waterfront.

APPROVAL OF AGENDA

7:35 PM MOTION: Approval of Agenda, pulling Item #9.

MOVED BY: Eula Clarke

SECONDED BY: Becky Bruner

Motion approved unanimously.

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

1. Missy Harris - Alamanda Way; Commented on the next generation and downtown Stuart, would love to see this land be part of Flagler Park.
2. Mark Brechbill - Osceola Street; Commented on the budget about employee raises and felt it's a mistake to not give all employees the same COLA, because they do not have a union. Commented on City Manager Mortell's comments on commercial leases, stating the tenant is responsible for these things, it is part of being a tenant.

CONSENT CALENDAR

2. APPROVAL OF 08/14/2023 SCM - BUDGET WORKSHOP #2 AND 08/14/2023 CCM MINUTES (RC)

3. REVISED MODIFICATION TO CONSENT AGREEMENT NO. SFWMD 94-93-CO-WU WITH THE SFWMD (RC):

RESOLUTION No. 55-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RESCINDING RESOLUTION 22-2023 AND AUTHORIZING THE EXECUTION OF A REVISED CONSENT ORDER WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; AND PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

4. AUTHORIZATION TO SUBMIT GRANT APPLICATION TO FDLE, TO EXECUTE A GRANT AGREEMENT, AND MINOR AMENDMENTS IF REQUIRED (RC):

RESOLUTION No. 65-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE POLICE DEPARTMENT TO SUBMIT A FLORIDA DEPARTMENT OF LAW ENFORCEMENT OFFICE OF CRIMINAL JUSTICE GRANT APPLICATION FOR IDENTITY THEFT AND FRAUD PREVENTION; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

5. BA #15 FOR ENGINEERING SERVICES FOR LONG-TERM WATER SUPPLY OPTIONS (RC):

RESOLUTION No. 66-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET ADMENDMENT NO. 15 TO THE 2022-2023 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR PROFESSIONAL ENGINEERING SERVICES TO EVALUATE LONG TERM WATER SUPPLY OPTIONS; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

6. APPROVE AWARD OF ITB#2023-105, CITY OF STUART COURTESY DOCK REPAIR (RC):

RESOLUTION No. 67-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2023-105, CITY OF STUART COURTESY DOCK REPAIR WITH A TOTAL UNIT PRICE OF \$110,550.00 TO EDENS BENTON, INC. OF STUART, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

7. APPROVE AWARD OF ITB #2023-108: SE ILLINOIS AVENUE LIVING SHORELINE PROJECT (RC):

RESOLUTION No. 68-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2023-108, SE ILLINOIS AVENUE LIVINGSHORE LINE PROJECT TO THE LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$207,472.22 TO EDENS BENTON, INC., OF STUART, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

8. BUDGET AMENDMENT NO. 16 FOR MONTEREY ROAD WATER MAIN REPAIRS (RC):

RESOLUTION No. 77-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET ADMENDMENT NO. 16 TO THE 2022-2023 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR MONTEREY ROAD WATER MAIN REPAIRS AT THE INTERSECTION OF MONTEREY ROAD AND KANNER HIGHWAY; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

9. AUTHORIZATION TO AMEND RESOLUTION 116-2020 TO REQUEST ADDITIONAL FUNDS; TO EXECUTE A GRANT AGREEMENT; AND MAKE MINOR AMENDMENTS IF REQUIRED(RC):

RESOLUTION No. 78-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO AMEND RESOLUTION 116-2020 TO REQUEST ADDITIONAL GRANT FUNDS THROUGH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR A CITY-WIDE RESILIENCY STUDY AND ADAPTATION PLAN; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

**** PULLED****

END OF CONSENT CALENDAR

7:45 PM MOTION: Approve Items #2 - 8, pulling Item #9 from Consent Calendar.

MOVED BY: Eula Clarke

SECONDED BY: Becky Bruner

Motion approved unanimously.

9. AUTHORIZATION TO AMEND RESOLUTION 116-2020 TO REQUEST ADDITIONAL FUNDS; TO EXECUTE A GRANT AGREEMENT; AND MAKE MINOR AMENDMENTS, IF REQUIRED (RC):

RESOLUTION No. 78-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO AMEND RESOLUTION 116-2020 TO REQUEST ADDITIONAL GRANT FUNDS THROUGH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR A CITY-WIDE RESILIENCY STUDY AND ADAPTATION PLAN; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

City Manager Mortell briefly reviewed the grant agreement.

Commissioner Collins asked for clarification on the resiliency study.

7:51 PM MOTION: Approve.
MOVED BY: Christopher Collins
SECONDED BY: Becky Bruner
Motion approved unanimously.

COMMISSION ACTION

10. ADOPT A MOTION TO APPROVE A CITY ATTORNEY INTERVIEW SCHEDULE AND SELECT ATTORNEYS TO BE INTERVIEWED

Commissioner Collins commented on the information recently reviewed and feels there are three (3) of the four (4) candidates that have municipal experience and do not have legal or financial issues. Stated he feels it is important that the selection is based on merit, not who you know. Collins proposed keeping it to three (3) candidates; Baggett, Serrano, and Panarites.

Mayor McDonald and Commissioner Rich commented that they preferred to remain with the committee's recommendation of interviewing four (4) candidates. Mr. McDonald noted that one has environmental experience and respects the opinions of those who served on the selection committee.

The Commission further discussed the experience and qualifications of the candidates then, Commissioner Clarke made a motion.

7:59 PM MOTION: Follow the recommendation of staff and committee to accept the interview schedule for the persons to be interviewed and work on the schedule to come back with a recommendation to select a City Attorney.

MOVED BY: Eula Clarke
SECONDED BY: Campbell Rich

VOTE:

YES: Troy McDonald, Becky Bruner, Campbell Rich, Eula Clarke

NO: Christopher Collins

Interim City Attorney Paul Nicoletti noted that a schedule was needed, the special meeting would open for the public, recess for the 30-minute individual interviews, referred to as "speed dating," and reconvene to make a decision on the new hire or defer the decision until the September 11, 2023 Commission Meeting.

Mayor McDonald announced that he will not be available that week in person, but could be available via Zoom Telecommunications. Discussion of day and time continued; a Special Commission Meeting for Attorney Interviews was set for Thursday, September 7th beginning at 9:00 a.m.

8:03 PM MOTION: Approve interview schedule for Thursday, September 7th at 9 a.m.

MOVED BY: Eula Clarke

SECONDED BY: Campbell Rich

Motion approved unanimously.

11. RELOCATION OF CITY GARAGE SITE AND SANITATION REVENUE SUFFICIENCY STUDY (RC):

RESOLUTION No. 80-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RELATING TO THE RELOCATION OF THE CITY GARAGE SITE AND THE SANITATION REVENUE SUFFICIENCY STUDY, PREPARED AND SUBMITTED BY RAFTELIS DATED SEPTEMBER 14, 2022. PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

City Manager Mortell discussed the item, stated that if the City is inclined to revisit the issue, it could be brought back for a full presentation.

Mayor McDonald commented that he is not inclined to do this, but some points to consider are the square footage, and he would be open-minded if the item came back before them.

Commissioner Collins stated concerns over what the existing garage property would become.

Commissioner Clarke commented that she would like to save the small building on the property that was built by students in the 1970's. The preservation request may be considered.

Vice Mayor Bruner likes it when the City purchases property and agrees to save the small building on the property.

8:19 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Campbell Rich

Motion approved unanimously.

ORDINANCE SECOND READING

ORDINANCE FIRST READING

12. US-1/FEDERAL HIGHWAY STREET TREE MASTER PLAN/PROGRAM AND

LAND DEVELOPMENT CODE AMENDMENTS (RC):

ORDINANCE No. 2520-2023; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING AND RESTATING THE CITY'S LAND DEVELOPMENT CODE; MORE SPECIFICALLY AMENDING SECTION 2.04.06 ENTITLED "SUPPLEMENTAL BUILDING SETBACKS ON CERTAIN STREETS" IN CHAPTER II AND SECTION 3.01.03 ENTITLED "URBAN STANDARDS AND REGULATIONS FOR DESIGNATED URBAN SUBDISTRICTS" IN CHAPTER III; AMENDING SECTION 11.01.03 ENTITLED "MINOR DEVELOPMENT PLAN APPLICATION" IN CHAPTER XI; AND CHAPTER XII DEFINITIONS OF THE CITY OF STUART LAND DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Pinal Gandhi-Savdas, CRA Executive Director, presented the history of this item and provided the timeline for approval.

Jessica Seymour, Treasure Coast Regional Planning Council, presented the shade trees, recommending a Fox Tailed Palm. The median's recommendation is Purple Trumpet Tree and Royal Palm.

Commissioner Collins would like to see the language for the credit of parking for all the properties involved be removed and changed to only the properties where the planting of trees affected their parking receive credit.

8:38 PM MOTION: Approve.

MOVED BY: Becky Bruner

SECONDED BY: Eula Clarke

VOTE:

YES: Troy McDonald, Becky Bruner, Campbell Rich, Eula Clarke

NO: Christopher Collins

- 13. AMENDING CHAPTER 22, FIRE PREVENTION, OF CODE OF ORDINANCES, ADDING A NEW SECTION (RC):**

ORDINANCE No. 2522-2023; AN ORDINANCE OF THE CITY OF STUART AMENDING CHAPTER 22; FIRE PREVENTION; OF THE CODE OF ORDINANCES; ADDING A NEW SECTION 22-63; TO REQUIRE ELECTRONIC REPORTING OF ALL FIRE PROTECTION SYSTEM INSPECTION REPORTS; PROVIDING FOR A SEVERABILITY CLAUSE AND A CONFLICTS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Vince Felicione, Fire Chief, came forward and explained the reporting process and how this will speed up the compliance process.

8:48 PM MOTION: Approve.

MOVED BY: Becky Bruner

SECONDED BY: Eula Clarke

Motion approved unanimously.

DISCUSSION AND DELIBERATION

ADJOURNMENT

8:48 PM

Mary R. Kindel, City Clerk

Troy McDonald, Mayor

Minutes to be approved at the Regular Commission
Meeting this 11th day of September, 2023.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 10/23/2023

Prepared by: Michael Mortell

Title of Item:

UPDATE REGARDING CITY HALL, WELLS FARGO AND POSSIBLE STATION LOCATIONS

Summary Explanation/Background Information on Agenda Request:

The City Manager will update the City Commission relating to the City Hall property and the Wells Fargo property. In addition, the City Manager will update the City Commission relating to the criteria that would be required to support a train station in the downtown area. According to the information released by the railroad in 2018, there are certain minimum criteria necessary to support a train station. Staff has reviewed the corridor and will advise the Commission regarding the potential locations. There is no vote required because this is not an action item. It is intended to update the City Commission as it pertains to staff relocating to Wells Fargo and the status of the City Hall property as well as discuss the desire the feasibility of a passenger rail station in the downtown area.

Funding Source:

Not applicable. Discussion only

Recommended Action:

Provide input to staff.

ATTACHMENTS: