



City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

DECEMBER 11, 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

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

1. ARTS MOMENT - RAMONA FLORIDOR-WHITE SONG PERFORMANCE OF "HAVE YOURSELF A MERRY LITTLE CHRISTMAS"
2. SELECTION OF MAYOR AND VICE MAYOR

PROCLAMATIONS

3. WORLD AIDS DAY (DECEMBER 1, 2023)
4. WREATHS ACROSS AMERICA DAY (DECEMBER 16, 2023)
5. SCOTT EARL RETIREMENT

PRESENTATIONS

6. SERVICE AWARDS - DECEMBER 2023

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

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

CONSENT CALENDAR

7. APPROVAL OF 11/27/2023 CCM MINUTES (RC)
8. APPROVAL OF THE 2024 MEETING CALENDAR (RC)
9. AUTHORIZING PUBLIC WORKS TO APPLY FOR INDIAN RIVER LAGOON COUNCIL GRANT, EXECUTE AGREEMENT, AND MINOR MODIFICATIONS (RC):

RESOLUTION No. 122-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO SUBMIT AN APPLICATION FOR AN INDIAN RIVER LAGOON COUNCIL AND INDIAN RIVER LAGOON COUNCIL NATIONAL ESTUARY PROGRAM GRANT TO CONDUCT WATER QUALITY RESTORATION PROJECTS; 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; AND IF GRANTED; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

10. AFFILIATION AGREEMENT WITH TREASURE COAST MEDICAL INSTITUTE FOR TRAINING OF EMT AND PARAMEDIC STUDENTS (RC):

RESOLUTION No. 125-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO SIGN AN AFFILIATION AGREEMENT WITH TREASURE COAST MEDICAL INSTITUTE, INC. (TCMI), FOR THE TRAINING OF EMERGENCY MEDICAL TECHNICIAN (EMT) AND

PARAMEDIC STUDENTS; AND PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

11. INTERLOCAL AGREEMENT WITH MARTIN COUNTY REGARDING THE RFP TERMS FOR A BRIGHTLINE STATION (RC):

RESOLUTION No. 120-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH MARTIN COUNTY PROVIDING THE RESPONSIBILITIES OF THE PARTIES IN THE EVENT A PASSENGER RAIL STATION IS CONSTRUCTED ON FLAGLER AVENUE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

12. AUTHORIZATION TO PLACE STUART HERITAGE ON A REFERENDUM FOR A LONG TERM LEASE (RC):

RESOLUTION No. 124-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, PROVIDING FOR A REFERENDUM UNDER CITY CHARTER SECTION 9.05 SEEKING VOTER APPROVAL FOR THE CITY TO LEASE, FOR MORE THAN 10 YEARS THE PROPERTY KNOWN AS STUART HERITAGE MUSEUM LOCATED AT 161 SW FLAGLER AVENUE; SAID LOT ADJOINS CITY PROPERTY FRONTING THE ST. LUCIE RIVER, PROVIDING FOR CONFLICTS, SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

13. ADVISORY BOARD MEMBER APPOINTMENTS / RATIFICATION TERMS (RC):

RESOLUTION No. 121-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPOINTING AND RATIFYING THE MEMBERSHIP OF THE ADVISORY BOARD MEMBERS AND ADOPTING THE MEMBER TERMS FOR THE 2024 CALENDAR YEAR; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

14. APPOINTMENTS OF CITY COMMISSIONERS TO COMMUNITY BOARDS

ORDINANCE SECOND READING

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

15. STATUS OF PROPERTY LOCATED AT 400 SW FEDERAL HIGHWAY

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: 12/11/2023

Prepared by: Susej Meleqi

Title of Item:

ARTS MOMENT - RAMONA FLORIDOR-WHITE SONG PERFORMANCE OF "HAVE YOURSELF A MERRY LITTLE CHRISTMAS"

Summary Explanation/Background Information on Agenda Request:

Funding Source:

N/A

Recommended Action:

Enjoy!

ATTACHMENTS:

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

Meeting Date: 12/11/2023

Prepared by: Susej Meleqi

Title of Item:

SELECTION OF MAYOR AND VICE MAYOR

Summary Explanation/Background Information on Agenda Request:

This is the annual reorganization of the City Commission. Each year, the City Commission has the opportunity to elect and name a Mayor and Vice Mayor as the presiding officers of the City Commission. The City Charter (Sec 7.09 (a)) does not prescribe a method for this reorganization, except that at the "second Monday in December of each year, the City Commission shall select from its membership a mayor and vice mayor." The re-organization of the Board shall take place in two votes. First, the City Commission shall appoint the mayor to serve for the 2024 calendar year. Then, the newly appointed mayor shall accept a motion to appoint a new vice mayor to serve for the 2024 Calendar year.

Funding Source:

N/A

Recommended Action:

Motion to approve the selection of Mayor and Vice Mayor.

ATTACHMENTS:

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

Meeting Date: 12/11/2023

Prepared by: RYANNE CAVO

Title of Item:

WORLD AIDS DAY (DECEMBER 1, 2023)

Summary Explanation/Background Information on Agenda Request:

The global spread of HIV necessitates a worldwide effort to increase communication, education, and action to stop the spread of HIV. The Joint United Nations Program on HIV/AIDS (UNAIDS) observes December 1 of each year as "World AIDS Day," and leads and inspires the world to achieve its shared vision of zero new HIV infections, zero discrimination and zero AIDS-related deaths. The global World AIDS Day theme for 2023 is "Let Communities Lead".

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

1. World Aids Day December 1, 2023

**PROCLAMATION
WORLD AIDS DAY
DECEMBER 1, 2023**

WHEREAS, world-wide an estimated 39 million people are living with HIV, and an estimated 1.3 million new infections occurred in 2022, which is an estimated 3,500 new infections every day. An estimated 14% of persons with HIV (PWH) don't know their status and only an estimated 76% of PWH who need life-saving antiretroviral therapy (ART) are currently accessing those medications; and

WHEREAS, the global spread of HIV necessitates a worldwide effort to increase communication, education, and action to stop the spread of HIV. The Joint United Nations Program on HIV/AIDS (UNAIDS) observes December 1 of each year as “**World AIDS Day**,” and leads and inspires the world to achieve its shared vision of zero new HIV infections, zero discrimination and zero AIDS-related deaths. The global World AIDS Day theme for 2023 is “Let Communities Lead”; and

WHEREAS, the 95-95-95 ambitious global plan to help end the AIDS epidemic has set its targets for 2030, that 95% of all PWH will know their HIV status, 95% of all people with diagnosed HIV will receive sustained ART, and 95% of all people receiving ART will have viral suppression; and

WHEREAS, clinical evidence has firmly established that PWH who achieve and maintain an undetectable viral load by taking ART daily as prescribed cannot sexually transmit the virus to others, and this is known as U=U, or Undetectable=Untransmittable; and

WHEREAS, in Martin County more than 398 persons are living with HIV and Campbell Health Solutions and Seaside Behavioral Health & Wellness Center, through its partnerships are working together to renew HIV/AIDS awareness and to expand and strengthen the local effort to stop the spread of HIV in Martin County on World AIDS Day.

NOW, THEREFORE, I, TROY MCDONALD, Mayor of the City of Stuart, Florida do hereby proclaim “**World AIDS Day**” on December 1, 2023; and urge all residents of the City of Stuart to take part in activities and observances designed to increase awareness and understanding of HIV/AIDS as a global challenge and urge residents to join the global effort to prevent further spread of HIV/AIDS.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Stuart, Florida to be affixed this 11th day of December, 2023.

TROY MCDONALD
MAYOR

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

Meeting Date: 12/11/2023

Prepared by: RYANNE CAVO

Title of Item:

WREATHS ACROSS AMERICA DAY (DECEMBER 16, 2023)

Summary Explanation/Background Information on Agenda Request:

Wreaths Across America Day will be held on Saturday, December 16, 2023 at two Martin County locations: Fernhill Memorial Gardens & Mausoleum in Stuart and Forest Hills Memorial Park in Palm City. Anyone who wants to offer a small gesture of gratitude for the freedoms Americans enjoy can volunteer at a wreath laying ceremony to assist in saying veteran names aloud and thanking them for their service.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

1. Wreaths Across America Day 12-16-23

**PROCLAMATION
WREATHS ACROSS AMERICA DAY
DECEMBER 16, 2023**

WHEREAS, Wreaths Across America is a national non-profit organization founded in 2007 to continue and expand the annual wreath-laying ceremony at Arlington National Cemetery begun by Maine businessman, Morrill Worcester in 1992; and

WHEREAS, the mission of Wreaths Across America is to **REMEMBER** the fallen, **HONOR** those who serve, and **TEACH** the next generation about the value of freedom. This is carried out in part by coordinating wreath-laying ceremonies at Arlington, as well as veterans' cemeteries and other locations in all 50 states and beyond; and

WHEREAS, this year's theme is "Serve and Succeed" which was inspired by last year's theme, "Find a Way to Serve," and the need to continue to stress the importance of service and the positive ways it can impact lives. The organization will continue its commitment to supporting and bringing attention to the needs of our veteran community while also showcasing the continued contributions of those who serve; and

WHEREAS, Wreaths Across America Day will be held on Saturday, December 16, 2023 at two Martin County locations: Fernhill Memorial Gardens & Mausoleum in Stuart and Forest Hills Memorial Park in Palm City. Anyone who wants to offer a small gesture of gratitude for the freedoms Americans enjoy can volunteer at a wreath laying ceremony to assist in saying veteran names aloud and thanking them for their service.

NOW, THEREFORE, I, TROY MCDONALD, Mayor of the City of Stuart, Florida do hereby proclaim December 16, 2023, as:

WREATHS ACROSS AMERICA DAY

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 11th day of December, 2023.

ATTEST:

TROY MCDONALD
MAYOR

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

Meeting Date: 12/11/2023

Prepared by: Michelle Vicat

Title of Item:

SCOTT EARL RETIREMENT

Summary Explanation/Background Information on Agenda Request:

Scott Earl has dedicated an impressive 42 years of service to the City of Stuart as a Water Treatment Plant Operator and the City would like to recognize and commend him for his dedication, commitment and exceptional service to the citizens of Stuart.

Funding Source:

N/A

Recommended Action:

Issue the proclamation

ATTACHMENTS:

1. Scott Earl Proclamation

**PROCLAMATION
SCOTT EARL
NOVEMBER 23, 1981 – DECEMBER 2, 2023**

- WHEREAS,** Scott Earl has dedicated an impressive 42 years of service to the City of Stuart as a Water Treatment Plant Operator; and
- WHEREAS,** The City of Stuart Proclamation Policy does not authorize proclamations for retirement, but an exception has been made due to the circumstances; and
- WHEREAS,** Scott was hired on November 23, 1981 as a Systems Maintenance Man then transferred to his current role of Water Treatment Plant Operator I on May 3, 1982 and his unwavering commitment and tireless efforts have significantly contributed to the provision of clean and safe water supply for the City of Stuart; and
- WHEREAS,** throughout his tenure, Scott has consistently demonstrated exceptional expertise, professionalism, and dedication to ensuring the efficient operation and maintenance of the water treatment plant which led to his recognition as Employee of the Month in October 2003 and August 2004; and
- WHEREAS,** his extensive knowledge and experience in water treatment processes and procedures have played a vital role in protecting public health and promoting the well-being of the citizens of Stuart; and
- WHEREAS,** Scott Earl will retire on December 2, 2023 with 42 years of service, making him the longest serving employee at the City of Stuart.

NOW, THEREFORE, I, TROY MCDONALD, Mayor of the City of Stuart, Florida do hereby recognize and commend Scott Earl for his unwavering dedication, commitment, and exceptional service for an impressive 42 years. His unparalleled expertise, professionalism and tireless efforts have contributed significantly to the provision of clean and safe water supply for the citizens of Stuart. Further, let it be known that the City of Stuart expresses its deepest gratitude to Scott Earl for his valued service.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Stuart, Florida to be affixed this 11th day of December, 2023.

TROY MCDONALD
MAYOR

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

Meeting Date: 12/11/2023

Prepared by: Kathy Martin

Title of Item:

SERVICE AWARDS - DECEMBER 2023

Summary Explanation/Background Information on Agenda Request:

Diane Kirkland	Police	25 years
John LaPadula	Building Maintenance	20 years
Nicholas Briglia	Police	20 years
Jameca Wyche	Building Maintenance	5 years

Funding Source:

General Fund

Recommended Action:

Present Awards

ATTACHMENTS:

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

Meeting Date: 12/11/2023

Prepared by: Nina Mullin

Title of Item:

APPROVAL OF 11/27/2023 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

None.

Funding Source:

None.

Recommended Action:

Approve Item.

ATTACHMENTS:

1. APPROVE 11/27/2023 CCM Minutes (RC)

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
NOVEMBER 27, 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

ROLL CALL

5:30 PM

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

INVOCATION

Captain DeeAnne Jones, Corps Officer of the Salvation Army, gave the Invocation.

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

Commissioner Collins

- Commented on the tourism and parks and stated he sits on the Tourism Development Council (TDC) and sees a lot of energy in ECHO Tourism, specifically Haney Creek. He wants to bring back the subject of Haney Creek and hopes it will be a trail head and have more development within that park. The 1/2 cent Sales Tax by Commissioner Matheson through the County could be funds to help with structuring Haney Creek and remove the need for a car wash in the park. Preserving this park can make the real estate surrounding Haney Creek more valuable.

City Manager Mortell stated that a referendum was held, and a resolution was authorized to

allow the car wash to do a feasibility study.

Commissioner Clarke

- Stated she agrees with Commissioner Collins, and we should consider keeping Haney Creek as a park.
- Requested Items #2, 3, 4, 5 and 7 be pulled from the Consent Agenda for discussion as they are important to the community in the long term and asked the Chief of Police and Chief of Fire Department to comment on them.
- Stated a correction be made in the minutes, a spelling error in the name of the recipient of a proclamation.
- Announced the Christmas Parade on Friday, December 1, 2023.
- Commented on the Christmas Tree Lighting event and thanked the Visiting Nursing Association for their donation of the tree.

Vice Mayor Bruner

- Commented that the prayer given by Captain DeeAnne Jones was beautiful and thanked her for giving Invocation.

Mayor McDonald

- Commented that the Christmas Tree Lighting was very positive and there was a fabulous crowd.
- Announced the Menorah Lighting Ceremony at Memorial Park on Sunday, December 10, 2023.

COMMENTS BY CITY MANAGER

City Manager Mortell

- Stated that we are moving forward with Brightline proposals.
- Commented that he is receiving a lot of feedback on applying for quiet zones. He explained the only way to get quiet zones is to show safety. Sailfish Circle and Confusion Corner are not perpendicular crossings which are considered safe; as a result, the City will not be applying as the City won't qualify for them on their own. However, if the County applies for the entire County, the City of Stuart could be included. It is to be noted that down south quiet zones have been approved. However, the train horn will still go off if the train conductor sees a reason to blow the horn. To date, we have been working on quiet zones.
- Stated Stuart Feed store needs a referendum to renew the lease at the General Election, and he will be bringing back the process to do a referendum in January and February.
- Stated that Duffy Boats, also known as the Chamber of Commerce, did not have a referendum. Therefore, the lease expired, and the property is vacant. Asked the Commission how they want to proceed. The Commissioners requested the item be brought back to another meeting for discussion.

APPROVAL OF AGENDA

5:50 PM MOTION: Approve pulling Items 2, 3, 4, 5, 6 and 7 for discussion.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

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

1. Caryn Hall Yost-Rudge - Palm City Road; Provided a handout to the Commissioners. Stated that there is a federal court order this Friday. Asked that the Commission discuss with City Manager.

The City Manager advised the Commission to not speak with Ms. Yost-Rudge as it is a legal matter and stated she is looking to negotiate a settlement.

2. Janine Alexander - Via Zoom; Stated her citizens' complaint was submitted at the last meeting. Asked the Commissioners if they read the complaint. She expressed she needed to speak in a video format due to her mental health conditions. She commented on what was in the complaint.

CONSENT CALENDAR

1. APPROVAL OF 11/13/2023 CCM MINUTES (RC)

*****PULLED ITEM #2*****

2. LAW ENFORCEMENT ISO CLAIM SEARCH ACCESS MOU (RC):

RESOLUTION No. 113-2023; A RESOLUTION TO APPROVE THE LAW ENFORCEMENT ISO CLAIM SEARCH ACCESS MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STUART POLICE DEPARTMENT AND THE NATIONAL INSURANCE CRIME BUREAU (NICB); PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*****PULLED ITEM #3*****

3. CRIMINAL JUSTICE INFORMATION SYSTEM (CJIS) AGREEMENT WITH MARTIN COUNTY SHERIFFS OFFICE (RC):

RESOLUTION No. 114-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN INTERLOCAL AGREEMENT FOR THE CRIMINAL JUSTICE INFORMATION SYSTEM (CJIS) AGREEMENT BETWEEN STUART POLICE DEPARTMENT PD AND MARTIN COUNTY SHERIFFS OFFICE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*****PULLED ITEM #4*****

4. STATEWIDE MUTUAL AID AGREEMENT/DEPARTMENT OF EMERGENCY MANAGEMENT - 2023 (RC):

RESOLUTION No. 116-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING A STATEWIDE MUTUAL AID AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT ESTABLISHING PROTOCOLS IN EMERGENCY SITUATIONS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*****PULLED ITEM #5*****

5. BUDGET AMENDMENT #3 FOR POLICE IMPACT FEES- RELOCATION IMPOUND LOT AND NEW STORAGE BUILDING (RC):

RESOLUTION No. 117-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET ADMENDMENT NO. 3 TO THE 2023-2024 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF POLICE IMPACT FEES FOR THE RELOCATION OF THE POLICE IMPOUND LOT AND A NEW STORAGE BUILDING FOR STORING ASSETS; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

*****PULLED ITEM #6*****

6. INTERLOCAL AGREEMENT FOR THE RIVERSIDE PARK NEIGHBORHOOD IMPROVEMENTS (RC):

RESOLUTION No. 118-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART AND MARTIN COUNTY FOR THE RIVERSIDE PARK NEIGHBORHOOD IMPROVEMENTS PROJECT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*****PULLED ITEM #7*****

7. AUTHORIZING S.A.F.E. PROGRAM GRANT APPLICATION/EXECUTION OF AGREEMENT IF AWARDED (RC):

RESOLUTION No. 119-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY POLICE DEPARTMENT TO SUBMIT AN APPLICATION FOR A FLORIDA DEPARTMENT OF LAW ENFORCEMENT S.A.F.E. PROGRAM GRANT TO CONDUCT INVESTIGATIONS AND RELATED ACTIONS INTENDED TO COMBAT ILLEGAL FENTANYL ACTIVITY; 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

5:56 PM MOTION: Approve with correction in minutes.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

2. LAW ENFORCEMENT ISO CLAIM SEARCH ACCESS MOU (RC):

RESOLUTION No. 113-2023; A RESOLUTION TO APPROVE THE LAW ENFORCEMENT ISO CLAIM SEARCH ACCESS MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STUART POLICE DEPARTMENT AND THE NATIONAL INSURANCE CRIME BUREAU (NICB); PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Chief Joseph Tumminelli, Police Department, stated the reason for the Resolution is an agreement with a federal regulated agency for insurance. Police Department use it as an investigative tool.

Commissioner Collins asked if we actively investigate insurance fraud.

Chief Tumminelli stated we have been working with this company for years and are actively investigating insurance fraud.

Commissioner Clarke asked if this would create additional costs for this year's budget.

Chief Tumminelli confirmed there will be no additional costs.

5:59 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

3. CRIMINAL JUSTICE INFORMATION SYSTEM (CJIS) AGREEMENT WITH MARTIN COUNTY SHERIFFS OFFICE (RC):

RESOLUTION No. 114-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN INTERLOCAL AGREEMENT FOR THE CRIMINAL JUSTICE INFORMATION SYSTEM (CJIS) AGREEMENT BETWEEN STUART POLICE DEPARTMENT PD AND MARTIN COUNTY SHERIFFS OFFICE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Chief Tumminelli stated this agreement is for systems where every law enforcement officer can see what is going on in Martin County and City of Stuart. Chief Tumminelli explained in detail what this system/agreement is for. He stated that the State of Florida is requiring this for our audit to make sure the police department is operating correctly. The cost is \$25,700 per year.

6:04 PM MOTION: Approve.

MOVED BY: Christopher Collins

SECONDED BY: Eula Clarke

Motion approved unanimously.

4. STATEWIDE MUTUAL AID AGREEMENT/DEPARTMENT OF EMERGENCY MANAGEMENT - 2023 (RC):

RESOLUTION No. 116-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING A STATEWIDE MUTUAL AID AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT ESTABLISHING PROTOCOLS IN

EMERGENCY SITUATIONS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Chief Tumminelli stated that the Fire Department and Police Department are working together on this agreement which will be in partner with State of Florida so we can help each other by sharing resources. He provided information on how the agreement would be used and how it is important to the City.

The Commissioners further discussed the item.

6:12 PM MOTION: Approve.
MOVED BY: Campbell Rich
SECONDED BY: Rebecca Bruner
Motion approved unanimously.

5. BUDGET AMENDMENT #3 FOR POLICE IMPACT FEES- RELOCATION IMPOUND LOT AND NEW STORAGE BUILDING (RC):

RESOLUTION No. 117-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT NO. 3 TO THE 2023-2024 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF POLICE IMPACT FEES FOR THE RELOCATION OF THE POLICE IMPOUND LOT AND A NEW STORAGE BUILDING FOR STORING ASSETS; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Chief Tumminelli stated that some of their impound vehicles involved in certain crimes have to be saved for 99 years. These cars will be moved to the rear of the public safety building. By moving the impound lot it will provide much more storage with easier access. This request is for expansion and protection of assets.

Commissioner Clarke asked will there be additional fencing or lighting in areas.

Chief Tumminelli stated the impound area will have an entire lit area with cameras, but storage of assets does not need lighting. The impact fees will be used for expenditures.

Commissioner Collins asked if this is typically included in the budget or thought of after the fact.

Chief Tumminelli explained this has been ongoing and finally approved after the fact and did not make the budget.

City Manager commented that this was mentioned during the budget process, however, the approval process was ongoing as a rate study was being done.

Commissioner Collins asked how much land is the current impound going to be freeing up in the garage. City Manager stated it is all within the existing space.

6:21 PM MOTION: Approve.
MOVED BY: Eula Clarke
SECONDED BY: Christopher Collins
Motion approved unanimously.

6. INTERLOCAL AGREEMENT FOR THE RIVERSIDE PARK NEIGHBORHOOD

IMPROVEMENTS (RC):

RESOLUTION No. 118-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART AND MARTIN COUNTY FOR THE RIVERSIDE PARK NEIGHBORHOOD IMPROVEMENTS PROJECT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Manager explained that this is an Interlocal agreement with the County in order to use their Local Agency Program (LAP) certification for this grant.

6:25 PM MOTION: Approve.

MOVED BY: Christopher Collins

SECONDED BY: Campbell Rich

Motion approved unanimously.

7. AUTHORIZING S.A.F.E. PROGRAM GRANT APPLICATION/EXECUTION OF AGREEMENT IF AWARDED (RC):

RESOLUTION No. 119-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY POLICE DEPARTMENT TO SUBMIT AN APPLICATION FOR A FLORIDA DEPARTMENT OF LAW ENFORCEMENT S.A.F.E. PROGRAM GRANT TO CONDUCT INVESTIGATIONS AND RELATED ACTIONS INTENDED TO COMBAT ILLEGAL FENTANYL ACTIVITY; 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.

Commissioner Clarke stated she pulled this item to ask the Police Department and Fire Department if we have an idea of the amount of fentanyl and narcan incidents in our City.

Chief Tumminelli stated that within the last few days there has been five (5) overdoses that lead to two (2) deaths. He stated he can provide a full report to Commissioner Clarke. Explained, this grant will also provide us with funding for investigating as well.

Chief Vince Felicione, Fire Department, stated that they don't have an exact number but estimated a little over 100 overdoses this year.

Commissioner Clarke stated this S.A.F.E. program grant is essential.

6:32 PM MOTION: Approve.

MOVED BY: Rebecca Bruner

SECONDED BY: Christopher Collins

Motion approved unanimously.

COMMISSION ACTION

ORDINANCE SECOND READING

ORDINANCE FIRST READING

8. **APPLICANT REQUESTED A CONTINUANCE TO A DATE CERTAIN OF 01/08/2024**
CCM:
101 S. COLORADO RESTAURANT - REZONE TO URBAN PLANNED UNIT
DEVELOPMENT & SITE PLAN APPROVAL (RC):

ORDINANCE No. 2524-2023; REQUESTING APPROVAL OF AN URBAN PLANNED
UNIT DEVELOPMENT TO PROVIDE RELIEF FROM VARIOUS PARKING
REQUIREMENTS WITH CONCURRENT SITE PLAN APPROVAL TO CONSTRUCT A
150-SEAT WATERFRONT RESTAURANT WITHIN THE URBAN CODE DISTRICT.

6:33 PM MOTION: Approve to continue item to date certain.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

DISCUSSION AND DELIBERATION

ADJOURNMENT

City Manager Mortell commented that he missed acknowledging a thank you letter in his comments earlier and read a thank you note he received from Kristin Mullaney, Educational Director of the Christian Autism Program, to thank Paula Sesta, Team Leader Tram Operations, for setting up a tram field trip with a group of special needs students.

6:34 PM

Mary R. Kindel, City Clerk

Troy McDonald, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 11th day of December, 2023.**

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

Meeting Date: 12/11/2023

Prepared by: Susej Meleqi

Title of Item:

APPROVAL OF THE 2024 MEETING CALENDAR (RC)

Summary Explanation/Background Information on Agenda Request:

The Meeting Calendar, adopted by the City Commission annually, provides a scheduled public meeting listing consisting of Regular City Commission Meetings, Advisory Board Meetings, Community Redevelopment Agency Meetings, Joint Meetings, Magistrate Hearings, and City-recognized Holidays.

Funding Source:

N/A

Recommended Action:

Approve 2024 Meeting Calendar.

ATTACHMENTS:

1. 2024 Meeting Calendar



City of Stuart 2024 Meeting Calendar



1 New Years Holiday 8 City Commission Meeting 4:00pm 9 ESHC Meeting 3:00pm * 9 CRB Meeting 4:00pm * 11 LPA Meeting 5:30pm 15 Martin Luther King Jr Holiday 17 Magistrate Hearing 2:00pm 22 CRA/CRB/CCM Meeting 4:00pm 22 City Commission Meeting 5:30pm 25 BOA Meeting 5:30pm	January						
	S	M	T	W	T	F	S
		1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	31			
5 CRB Meeting 4:00pm 11 City Commission Meeting 4:00pm 14 LPA Meeting 5:30pm 20 Magistrate Hearing 2:00pm 25 CRA Meeting 4:00pm 25 City Commission Meeting 5:30pm 28 BOA Meeting 5:30pm	March						
	S	M	T	W	T	F	S
						1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	31						
7 CRB Meeting 4:00pm 9 LPA Meeting 5:30pm 13 City Commission Meeting 4:00pm 15 Magistrate Hearing 2:00pm 23 BOA Meeting 5:30pm 27 Memorial Day Holiday 28 CRA Meeting 4:00pm 28 City Commission Meeting 5:30pm *	May						
	S	M	T	W	T	F	S
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	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	
2 ESHC Meeting 3:00pm 2 CRB Meeting 4:00pm 4 4th of July Holiday 8 City Commission Meeting 4:00pm 11 LPA Meeting 5:30pm 17 Magistrate Hearing 2:00pm 22 CRA/CRB/CCM Meeting 4:00pm 22 City Commission Meeting 5:30pm 25 BOA Meeting 5:30pm	July						
	S	M	T	W	T	F	S
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	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	31			
2 Labor Day Holiday 3 CRB Meeting 4:00pm 9 City Commission Meeting 4:00pm 12 LPA Meeting 5:30pm 18 Magistrate Hearing 2:00pm 23 CRA Meeting 4:00pm 23 City Commission Meeting 5:30pm 26 BOA Meeting 5:30pm	September						
	S	M	T	W	T	F	S
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	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30					
5 CRB Meeting 4:00pm 11 Veterans Day Holiday 12 City Commission Meeting 4:00pm * 14 LPA Meeting 5:30pm 20 Magistrate Hearing 2:00pm 21 BOA Meeting 5:30pm 25 CRA Meeting 4:00pm 25 City Commission Meeting 5:30pm 28 Thanksgiving Holiday 29 Day after Thanksgiving Holiday	November						
	S	M	T	W	T	F	S
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	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
2 JT City/County/School Bd 9:00am 6 CRB Meeting 4:00pm 8 LPA Meeting 5:30pm 12 City Commission Meeting 4:00pm 21 Magistrate Hearing 2:00pm 22 BOA Meeting 5:30pm 26 CRA Meeting 4:00pm 26 City Commission Meeting 5:30pm	February						
	S	M	T	W	T	F	S
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	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29		
2 ESHC Meeting 3:00pm 2 CRB Meeting 4:00pm 8 City Commission Meeting 4:00pm 11 LPA Meeting 5:30pm 17 Magistrate Hearing 2:00pm 22 CRA/CRB/CCM Meeting 4:00pm 22 City Commission Meeting 5:30pm 25 BOA Meeting 5:30pm	April						
	S	M	T	W	T	F	S
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	28	29	30				
4 CRB Meeting 4:00pm 10 City Commission Meeting 4:00pm 13 JT City/County/School Bd 9:00am 13 LPA Meeting 5:30pm 19 Magistrate Hearing 2:00pm 24 CRA Meeting 4:00pm 24 City Commission Meeting 5:30pm 27 BOA Meeting 5:30pm	June						
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	30						
6 CRB Meeting 4:00pm 8 LPA Meeting 5:30pm 12 City Commission Meeting 4:00pm 21 Magistrate Hearing 2:00pm 22 BOA Meeting 5:30pm 26 CRA Meeting 4:00pm 26 City Commission Meeting 5:30pm	August						
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	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31
1 ESHC Meeting 3:00pm 1 CRB Meeting 4:00pm 10 LPA Meeting 5:30pm 14 City Commission Meeting 4:00pm 16 JT City/County/School Bd 9:00am 16 Magistrate Hearing 2:00pm 24 BOA Meeting 5:30pm 28 CRA/CRB/CCM Meeting 4:00pm 28 City Commission Meeting 5:30pm	October						
	S	M	T	W	T	F	S
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	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	31		
3 CRB Meeting 4:00pm 9 City Commission Meeting 4:00pm 12 LPA Meeting 5:30pm 18 Magistrate Hearing 2:00pm 19 BOA Meeting 5:30pm 24 Christmas Eve Holiday 25 Christmas Day Holiday	December						
	S	M	T	W	T	F	S
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	31				

CCM - City Commission Meeting
CRA - Community Redevelopment Agency
CRB - Community Redevelopment Board
LPA - Local Planning Agency
BOA - Board of Adjustment
ESHC - East Stuart Historical Committee

* Not the regularly scheduled meeting date.

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

Meeting Date: 12/11/2023

Prepared by: Jacqui May

Title of Item:

AUTHORIZING PUBLIC WORKS TO APPLY FOR INDIAN RIVER LAGOON COUNCIL GRANT, EXECUTE AGREEMENT, AND MINOR MODIFICATIONS (RC):

RESOLUTION No. 122-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO SUBMIT AN APPLICATION FOR AN INDIAN RIVER LAGOON COUNCIL AND INDIAN RIVER LAGOON COUNCIL NATIONAL ESTUARY PROGRAM GRANT TO CONDUCT WATER QUALITY RESTORATION PROJECTS; 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; AND IF GRANTED; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Indian River Lagoon Council and Indian River Lagoon National Estuary Program (IRLCNEP) provides grant funds to recipients for the purposes provided for herein, which will benefit the City of Stuart by facilitating a Water Quality Restoration Project. The City of Stuart's Public Works projects at Lonita Drive and Dyer Streets will align with the IRLCNEP as the City continues to implement strategies to improve the safety of all residents, through water quality improvement projects. The City of Stuart will be permitted to use American Rescue Plan Act (ARPA) State and Local Recovery Funds already allocated to the project to provide 50% matching funds for this reimbursement grant. The City's internal "Grant Consideration Worksheet" demonstrates this is a viable grant.

Funding Source:

N/A

Recommended Action:

Approve Resolution 122-2023.

ATTACHMENTS:

1. R122-2023 Authorizing IRLC Grant App and Agreement
2. R122-2023_Att. 1- Grant Consideration Worksheet



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

RESOLUTION NUMBER 122-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO SUBMIT AN APPLICATION FOR AN INDIAN RIVER LAGOON COUNCIL AND INDIAN RIVER LAGOON NATIONAL ESTUARY PROGRAM GRANT TO CONDUCT WATER QUALITY RESTORATION PROJECTS; 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; AND IF GRANTED; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS the Indian River Lagoon Council and Indian River Lagoon Council National Estuary Program (IRLCNEP) provides grant funds to Recipients for the purposes provided for herein which will benefit the City of Stuart by facilitating a Water Quality Restoration Project; and

WHEREAS the City of Stuart's Public Works projects at Lonita Drive and Dyer Streets will align with the IRLCNEP; and

WHEREAS the City of Stuart will be permitted to use American Rescue Plan Act (ARPA) State and Local Recovery Funds already allocated to the projects to provide 50% matching funds for this reimbursement grant and the attached internal "Grant Consideration Worksheet" demonstrates this is a viable grant; and

WHEREAS the City continues to implement strategies to improve the safety of all residents, through water quality improvement projects.

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 Commission authorizes submission of a grant application by the City of Stuart Public Works Department to the IRLCNEP and to execute an agreement, if the grant is awarded; and the City Manager is authorized 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.

(The Remainder Of This Page Is Left Intentionally Blank)

Resolution No. 122-2023; Authorization to Apply for Indian River Lagoon Council and Indian River Lagoon National Estuary Program Grant; to Execute a Grant Agreement, and Make Minor Amendments, if Required.

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 December, 2023.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

City of Stuart Internal Grant Application Decision Worksheet

Date: 11/29/2023

Assessment Prepared by: J. May

Funding Agency: Indian River Lagoon Council & National Estuary Program

Grant Name: Water Quality Restoration Projects

Eligibility Requirements: Local agencies & municipalities are eligible

Purpose of Grant: Supporting water quality improvement projects that reduce/remove excess nutrients and other contaminants.

Criteria: 50% Match Required - ARPA Funds are allowed as matching source. ARPA funds have been allocated for this project.

Grant Application Decision Framework

Viability Scoring - 0 = lowest - 3 = highest

Criteria	Score	Notes
Will they fund a non 501 C3	3	Yes
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	Yes
Do we have staff available to execute	3	Yes
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	2	Pending CAPTEC
Are reporting/eval requirements reasonable	3	Yes
Associated Costs		
Do they require a match	3	50% (ARPA permitted)
Will we have to hire consultants to prepare or execute	1	Yes - CAPTEC
Will additional staff costs be incurred to execute	3	No
Score	48	

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:

ARPA funds have been allocated for 100% of project budget. If grant awarded 50% match can be fulfilled by ARPA funds resulting in a 50% saving of allocated funds.

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

Meeting Date: 12/11/2023

Prepared by: Vince Felicione

Title of Item:

AFFILIATION AGREEMENT WITH TREASURE COAST MEDICAL INSTITUTE FOR TRAINING OF EMT AND PARAMEDIC STUDENTS (RC):

RESOLUTION No. 125-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO SIGN AN AFFILIATION AGREEMENT WITH TREASURE COAST MEDICAL INSTITUTE, INC. (TCMI), FOR THE TRAINING OF EMERGENCY MEDICAL TECHNICIAN (EMT) AND PARAMEDIC STUDENTS; AND PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City has entered into other Affiliation Agreements for ride-a-long training for EMT and Paramedic students enrolled in similar certified programs and the City deems this to be a valuable training tool for potential future employees. This is a no-cost program.

Funding Source:

N/A

Recommended Action:

Motion to approve Resolution No. 125-2023

ATTACHMENTS:

1. R125-2023 Resolution TCMI Agreement for Fire Rescue_
2. R125-2023 Attachment A_Fire Rescue Affiliation Agreement-Final
3. R125-2023 Attachment B_TCMI SFR Hold Harmless



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

RESOLUTION NUMBER 125-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO SIGN AN AFFILIATION AGREEMENT WITH TREASURE COAST MEDICAL INSTITUTE, INC. (TCMI), FOR THE TRAINING OF EMERGENCY MEDICAL TECHNICIAN (EMT) AND PARAMEDIC STUDENTS; AND PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, TCMI offers certification programs for both Emergency Medical Technicians (EMT) and Paramedics; and

WHEREAS, students who attend TCMI are encouraged to obtain “on the job training” by conducting ride-a-longs with EMTs and Paramedics; and

WHEREAS, the CITY has entered into other Affiliation Agreements for ride-a-long training for EMT and Paramedic students enrolled in similar certified programs; and

WHEREAS, the CITY deems this to be a valuable training tool for potential future employees; and

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

Res. 125-2023; Affiliation Agreement with Treasure Coast Medical Institute for Training of EMT & Paramedic Students

SECTION 1: The City Manager is hereby authorized to sign an Affiliation Agreement between the City of Stuart and Treasure Coast Medical Institute, Inc. a Florida corporation, whose address is 4172 Okeechobee Road, Fort Pierce, FL 34947.

SECTION 2: Attachment “A” is the Affiliation Agreement between the Treasure Coast Medial Institute and the City of Stuart. Attachment “B” is the Hold Harmless Agreement signed by students prior to the program ride-a-long.

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
CHRISTOPHER COLLINS, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this __ day of _____.

ATTEST:

MARY R. KINDEL, CMC
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

ATTACHMENT "A"

**CITY OF STUART AFFILIATION AGREEMENT WITH TREASURE COAST
MEDICAL INSTITUTE, INC.**

This Affiliation Agreement is entered into this ____ day of _____, 2023, by and between **CITY OF STUART**, whose mailing address is 121 SW Flagler Avenue, Stuart, FL 34994 (hereinafter "**CITY**") and **TREASURE COAST MEDICAL INSTITUTE, INC.**, a Florida corporation, whose address is 4172 Okeechobee Road, Fort Pierce, FL 34947 (hereinafter "**TCMI**"), do hereby agree as follows:

WHEREAS, **TCMI** offers certification programs for both Emergency Medical Technicians (EMT) and Paramedics; and

WHEREAS, students who attend **TCMI** are encouraged to obtain "on the job training" by conducting ride-a-longs with EMTs and paramedics; and

WHEREAS, the **CITY** has entered into other Affiliation Agreements for ride-a-long training for EMT and paramedic students enrolled in similar certified programs; and

WHEREAS, the **CITY** deems this to be a valuable training tool for potential future employees,

NOW THEREFORE, the parties do agree as follows:

1. The above recitations are true and correct and incorporated herein by reference in this Agreement.
2. The **CITY** shall permit **TCMI** students to participate in ride-a-longs with EMTs and Paramedics at the discretion and convenience of the **CITY**.
3. This Affiliation Agreement shall be effective from December 1, 2023 to December 1, 2026 and will automatically renew for two additional five-year periods thereafter by the mutual consent of the parties.
4. Neither the **CITY** nor **TCMI** shall charge any fees under this Affiliation Agreement.
5. The parties agree that there will be no discrimination in the selection or the placement of students in the ride-a-long program.
6. This Affiliation Agreement may be terminated for any reason by either party upon thirty (30) days written notice to the other.
7. The **CITY** will provide, at the participating student's expense, emergency care for injuries or acute illness while participating with the **CITY** at a ride-a-long session.

ATTACHMENT "A"

8. The parties will each designate a person or persons to coordinate as a liaison for the ride-a-long program.
9. **TCMI** shall provide the **CITY** with a list of eligible participants for the ride-a-long program prior to the start of each program. It shall be the duty of **TCMI** to ensure the participants have the necessary training prerequisites to maximize the experience.
10. **TCMI** does undertake and agree that it will indemnify and hold harmless the **CITY** and its officers, directors, employees, and agents, from all claims, demands, suits, actions, judgments, and executions for damages, of any and every kind, including reasonable attorney's fees and costs, and by whomever and whenever made or obtained, allegedly cause by arising out of, or relating in any manner to the activity of any student. Each student participating shall sign the attached hold harmless agreement (copies will be furnished upon request).
11. **TCMI** shall procure and maintain during the time of this Affiliation Agreement and any renewal, liability insurance to cover any and all liability (including professional liability) for claims, damages or injuries to persons or property of whatsoever kind of nature arising out of the activities of the participants carried out under this Affiliation Agreement. Such insurance shall be on an occurrence basis in amounts no less than 1,000,000/3,000,000 (individual/aggregate) for personal injuries and the **CITY** shall be listed as an additional named insured under such general and professional liability policy or policies. **TCMI** shall submit certificates of insurance to the **CITY** evidencing such insurance at the time of execution of this Affiliation Agreement, and as requested by the **CITY** or Fire/EMS Service. **TCMI** agrees that the **CITY** will receive no less than thirty (30) days written notice prior to cancellation, modification, or non-renewal of any of the insurance coverages described herein. The **CITY** reserves the right to review, modify, reject or accept any required policy(s) of insurance, including limits of coverages or endorsements, herein from time to time throughout the term of this Affiliation Agreement.
12. **TCMI** will coordinate a calendar with student's name and dates. **TCMI** will submit this calendar to the **CITY** by an agreed upon date.
13. **Specific Responsibilities of the CITY.** It shall be the responsibility of the **CITY** to:
 - A. Provide an appropriate orientation of participants in connection with its facilities and its policies and procedures.
 - B. Provide opportunities for a learning experience with appropriate supervision.
 - C. Retain ultimate responsibility for patient care even if a student gives that care.

ATTACHMENT "A"

- D. Designate a preceptor (or coordinator) from its staff to act as the liaison with the Agency in this Agreement, as appropriate to the learning objectives.

14. Specific Responsibilities of the Participant (Student). It shall be the responsibility of the participant(s) assigned through this Affiliation Agreement to:

- A. Comply with the policies and procedures of the **CITY**. Provide the necessary and appropriate uniform while on duty at the Fire/EMS agency.
- B. Obtain prior written approval of both parties to this Affiliation Agreement before publishing any material related to the learning experience provided under the terms of the Agreement.
- C. Sign a "Hold Harmless Agreement" with the **CITY** prior to commencing his/her experience within the Fire/EMS Agency.
- D. At all times wear the appropriated badge on every clinical and comply in all respects with the student requirements set forth in the requirements Sheets.

15. Request for Withdrawal of Participant. The **CITY** shall reserve the right to request **TCMI** to withdraw any participant from its facilities whose conduct or work with patients or personnel is not in accordance with the policies and procedures of the **CITY** or is detrimental to patients or others. The **CITY** reserves the right to send any student home if they cannot accommodate the student at scheduled time, for not showing up at the scheduled time, for any reason or behavior deemed unprofessional by the on-duty City of Stuart Fire Rescue Battalion Chief.

16. Modification of Agreement. Modification of this Affiliation Agreement may be made by mutual consent of both parties, in writing, and attached to this Agreement and shall include the date and the signatures of parties agreeing to the modification.

17. Copies of Agreement. Copies of this signed Agreement shall be placed on file and be available at the Corporate office of **TCMI** and in the offices of the **CITY**.

18. Confidential Information. Ride-a-long program participants will be exposed to confidential, privileged information. **TCMI** understands the sensitive nature of this information and affirmatively asserts it has trained each participant concerning privileged and confidential patient information. **TCMI** agrees that its indemnity and hold harmless to the **CITY** extends to the wrongful release of confidential and privileged patient information.

19. All TCMI students shall be independent and not considered an employee of the CITY. Nothing in this Affiliation Agreement shall be interpreted to establish any relationship other than that as an independent contractor.

ATTACHMENT "A"

20. Jurisdiction and venue for any lawsuit to enforce the terms and obligations of this Affiliation Agreement shall lie exclusively in the County Court or Circuit Court of Martin County, Florida.
21. Nothing contained in this Affiliation Agreement shall be construed or interpreted as a waiver of the CITY's sovereign immunity protections existing under Florida Statutes §768.28.
22. The parties acknowledge that the CITY to Florida's Public Records Laws. Therefore, records related to this Affiliation Agreement are subject to Chapter 119, Florida Statutes.

If TCMi has questions regarding the application of Chapter 119, Florida Statutes, to TCMi's duty to provide public records relating to this Affiliation Agreement, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or mkindel@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, FL 34994.

TREASURE COAST MEDICAL INSTITUTE, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

[The remainder of this page was intentionally left blank]

ATTACHMENT "A"

CITY OF STUART

By: _____

Printed Name: Michael Mortell

Title: City Manager

Date Approved: _____

ATTEST

By: _____

Printed Name: Mary Kindel, City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGET, ESQ.
CITY ATTORNEY



City of Stuart Fire Rescue

800 SE Martin Luther King, Jr. Boulevard

Stuart, FL 34994-2408

Vince Felicione, Fire Chief



HOLD HARMLESS AGREEMENT

The undersigned requests permission to perform skills and ride in a City of Stuart Fire Rescue (SFR) vehicle for the purpose of educational benefit in conjunction with Treasure Coast Medical Institute, Inc (TCMI) as defined in the Affiliation Agreement dated December 4, 2023, between TCMI and the City of Stuart.

I hereby agree to obey at all times all instructions, orders, and commands given to me by the person or persons in command of any vehicle or scene. I fully realize and appreciate the basic nature of fire rescue service and the possibility that situations will arise which might result in my being exposed to the danger of physical harm or injury, including but not limited to, motor vehicle crashes. I freely and voluntarily accept these risks.

I understand that given the nature of the work, it is imperative that I maintain the confidentiality of patient information that I may receive in the course of the work at SFR. SFR prohibits the release of any patient information to anyone outside the organization unless required for purposes of treatment, payment, or health care operations and discussions of Protected Health Information (PHI) within the organization should be limited. Acceptable uses of PHI within the organization include, but are not limited to, exchange of patient information needed for the treatment of the patient, billing, and other essential health care operations, peer review, internal audits, and quality assurance activities.

I understand that SFR provides services to patients that are private and confidential and that I am a crucial step in respecting the privacy rights of the SFR's patients. I understand that it is necessary, in the rendering of services, that patients provide personal information and that such information may exist in a variety of forms such as electronic, oral, written or photographic and that all such information is strictly confidential and protected by federal and state laws.

I further agree to keep confidential any things that I may observe when requested to do so by any member of SFR's staff. If I, at any time, knowingly or inadvertently breach the patient confidentiality policies and procedures, I agree to immediately notify the SFR's Fire Chief. In addition, I understand that a breach of patient confidentiality may result in the termination of all privileges with SFR.

I have read and understand all privacy policies and procedures that have been provided to me by SFR.

ATTACHMENT "B"

THEREFORE, in consideration of the benefits to be received and the granting of the above request, I hereby agree to hold the City of Stuart, its Commission, City of Stuart employees, its agents and servants harmless from any and all liability to me for personal injury or property damage, whether proximate or remote, sustained during the period of time I may be in the capacity as aforesaid.

(Print Name of Applicant)

(Signature of Applicant) (Date)

(Address)

(Print Name of Witness)

(Signature of Witness) (Date)

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 12/11/2023

Prepared by: Michael Mortell

Title of Item:

INTERLOCAL AGREEMENT WITH MARTIN COUNTY REGARDING THE RFP TERMS FOR A BRIGHTLINE STATION (RC):

RESOLUTION No. 120-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH MARTIN COUNTY PROVIDING THE RESPONSIBILITIES OF THE PARTIES IN THE EVENT A PASSENGER RAIL STATION IS CONSTRUCTED ON FLAGLER AVENUE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart Comprehensive Plan has included a goal of returning passenger rail to the City of Stuart for approximately thirty (30) years. Policy 2.A10.2. of the City Comprehensive Plan states the City shall continue to encourage expansion of ... passenger rail service ... with a particular emphasis on developing downtown Stuart as a transportation hub. Further, Policy 2.A10.3 states that the City, through ... acquisition of grants and other appropriate funding sources, shall actively support the reestablishment of passenger rail service on the Florida East Coast (FEC) right-of-way, including the construction of a downtown rail station/transportation depot, preferably on Flagler Avenue between East Ocean Boulevard and Martin Luther King Jr. Boulevard.

On October 26, 2023, Brightline published a Request for Proposals to identify the appropriate location for its Treasure Coast station. Martin County and the City of Stuart both adopted Resolutions to submit a joint application for consideration by Brightline. The City of Stuart has maintained this idea in its Comprehensive Plan for almost thirty years. This proposal provides the opportunity to Stuart to pursue a passenger train station and build a parking garage in its CRA at the same time. In addition, because Martin County had previously entered into a settlement agreement with Brightline pertaining to a station, this Interlocal agreement also enables the City of Stuart to receive funding from Martin County to assist in the pursuit of this significant achievement. When the City first began negotiating with "All Aboard Florida" (now known as Brightline) back in 2014, it did not have these substantial contributions from the County.

The location of a passenger rail station and supporting facilities in downtown Stuart also meets the Community Redevelopment Plan and provides significant economic impacts to the surrounding area.

Resolution 120-2023 sets forth the agreement between Martin County and the City of Stuart as it relates to the station. By entering into the agreement with the County, the City will receive the land necessary to properly respond to the RFP, and it will also receive up to 50% of the station cost from the County. It is the intent of the City and County that we jointly apply for any and all grants that can help defray the costs for the project but the City is agreeing to be responsible for the costs associated with the parking garage if Brightline selects Stuart as the location for the station. The benefits to the City are extensive. In the event the City is selected by Brightline, it would work jointly with the County to seek grant funding and it would accept the 50% contribution for the Station from the County but the City would ultimately be responsible for the balance of the costs associated with the project.

After reviewing the Request for Proposals; the Interlocal Agreement and contemplating the potential economic impact of a passenger rail station in downtown Stuart, it is clear that this Interlocal Agreement provides a significant benefit to the City by helping to realize the goal of restoring passenger rail and is

also consistent with the Comprehensive Plan. Failure to pursue this opportunity could be perceived as a failure to follow the comprehensive plan and the Community Redevelopment Plan.

The specific details of the proposal that will be submitted on behalf of the City and County will not be released until December 22, 2023 when the Response to the Request for Proposals is filed.

Funding Source:

TIF, Grant funding and other general fund sources if necessary.

Recommended Action:

Move approval of Resolution 120-2023 authorizing the Mayor to execute an Interlocal Agreement between the City of Stuart and Martin County relating to the response to the RFP published by Brightline.

ATTACHMENTS:

1. R120- 2023 Brightline



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

RESOLUTION NUMBER 120-2023

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART AUTHORIZING THE MAYOR
TO SIGN AN INTERLOCAL AGREEMENT WITH
MARTIN COUNTY PROVIDING THE
RESPONSIBILITIES OF THE PARTIES IN THE
EVENT A PASSENGER RAIL STATION IS
CONSTRUCTED ON FLAGLER AVENUE;
PROVIDING AN EFFECTIVE DATE, AND FOR
OTHER PURPOSES.**

* * * * *

WHEREAS, the City of Stuart Comprehensive Plan has included a goal of returning passenger rail to the City of Stuart for more than twenty years; and

WHEREAS, Brightline published a Request for Proposals seeking submittals for train station locations in Martin and St. Lucie County; and

WHEREAS, the City of Stuart has the opportunity to receive assistance from the County offsetting costs related to the installation of a passenger rail system in the City in accordance with the long term of objectives of its comprehensive plan and said station will provide benefit to the City residents, its visitors and the entire Treasure Coast.

**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 and County have drafted an interlocal agreement that provides for the assistance that will be given by Martin County for the passenger station.

SECTION 3: The Mayor is hereby authorized to execute the Interlocal Agreement with Martin County relating to the placement of a passenger rail station on Flagler Avenue and the FEC right-of-way in Stuart, Florida.

SECTION 4: This resolution shall take effect immediately upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by _____ 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

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

Meeting Date: 12/11/2023

Prepared by: Michelle Vicat

Title of Item:

AUTHORIZATION TO PLACE STUART HERITAGE ON A REFERENDUM FOR A LONG TERM LEASE (RC):

RESOLUTION No. 124-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, PROVIDING FOR A REFERENDUM UNDER CITY CHARTER SECTION 9.05 SEEKING VOTER APPROVAL FOR THE CITY TO LEASE, FOR MORE THAN 10 YEARS THE PROPERTY KNOWN AS STUART HERITAGE MUSEUM LOCATED AT 161 SW FLAGLER AVENUE; SAID LOT ADJOINS CITY PROPERTY FRONTING THE ST. LUCIE RIVER, PROVIDING FOR CONFLICTS, SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Board of the Stuart Heritage Museum would like to continue its relationship with Stuart and is seeking an extension to its lease. The City is required to have a referendum in order to extend the lease. Upon adoption of the Resolution authorizing Staff to submit the issue to referendum, an additional agenda item will return which will include the adoption of the ballot language. The actual lease with Stuart Heritage will be separate from the referendum and ballot.

Funding Source:

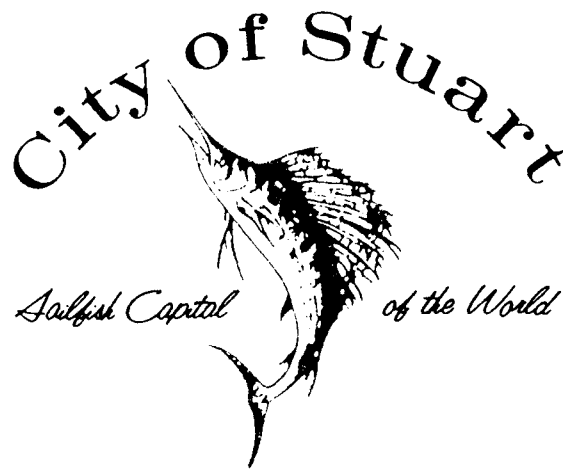
N/A

Recommended Action:

Move approval of Resolution No. 124-2023 directing staff to prepare ballot language for a referendum to lease the property at 161 SW Flagler Avenue for more than 10 years.

ATTACHMENTS:

1. Stuart Heritage, Inc
2. 024-2015 Stuart Heritage Inc. Lease Renewal
3. Code of Ordinance Referendum Language
4. R124- 2023



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 49 - 97

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A UNILATERAL AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY AND STUART HERITAGE, INC. OF CERTAIN REAL PROPERTY BELONGING TO THE CITY AT 161 S.W. FLAGLER AVENUE IN THE CITY; RELEASING THE LESSEE FROM THE LEASE OBLIGATION OF PROVIDING FIRE INSURANCE TO COVER THE BUILDING; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, on November 25, 1996 the City of Stuart and Stuart Heritage, Inc., a Florida not-for-profit corporation entered into a multi-year lease of certain City property at 161 S.W. Flagler Avenue in the City, hereinafter the "Lease," which requires that the lessee provide fire insurance in relation to the leasehold premises; and

WHEREAS, the parties agree that this insurance is not needed by the City and is an unnecessary expense of the not-for-profit lessee organization.

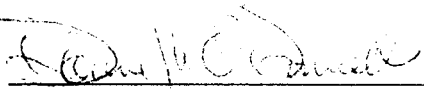
NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The Lease is hereby amended at Paragraph 8(a)(1) to delete the requirement that the lessee provide "Fire Damage Legal Liability ... at a sub-limit of at least \$350,000."

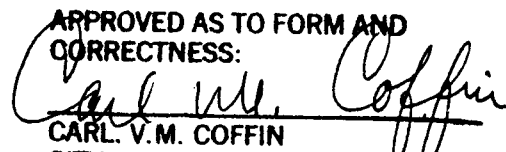
SECTION 2: This amendment shall take effect upon adoption.

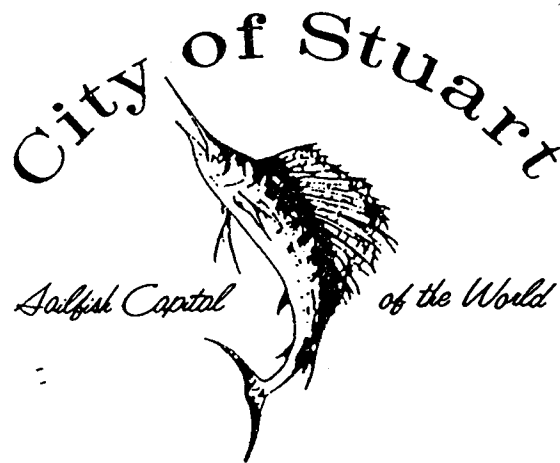
ADOPTED this 14 day of April, 1997.

ATTEST:


DIANNE M. O'DONNELL
CITY CLERK


JEFFREY A. KRAUSKOPF
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

CARL V.M. COFFIN
CITY ATTORNEY



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 14596

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF STUART, FLORIDA AND STUART HERITAGE, INC., TO LEASE THE GROUND FLOOR AND A PROPORTIONATE SHARE OF THE BASEMENT OF THE STUART FEED STORE BUILDING LOCATED AT 161 S.W. FLAGLER AVENUE, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

SECTION 1: The Mayor and City Clerk are authorized to execute a lease agreement between the City and Stuart Heritage, Inc., to lease the ground floor and a proportionate share of the basement of the Stuart Feed Store Building located at 161 S.W. Flagler Avenue. A copy of the agreement is attached as "Exhibit A".

SECTION 2: This resolution shall take effect upon adoption.

PASSED AND ADOPTED, effective this 25th day of November, 1996.

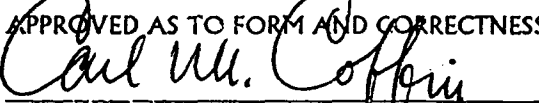
ATTEST:


DIANNE M. O'DONNELL
CITY CLERK

CITY OF STUART

CHARLES E. WHITE
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:


CARL V.M. COFFIN, CITY ATTORNEY

LEASE AGREEMENT

1. **Parties:** This Lease is made by and between:

City of Stuart, Florida, a municipal corporation ("Lessor"),
whose post office address is 121 S. W. Flagler Avenue, Stuart,
Florida 34994,

and

Stuart Heritage, Inc., a Florida not for profit corporation
("Lessee"), whose post office address is 161 S. W. Flagler
Avenue, Stuart, Florida 34994.

2. **Leasehold Premises:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the ground floor and a proportionate share of the basement of the Stuart Feed Store located at 161 S. W. Flagler Avenue, Stuart, Florida (the "Leasehold Premises").

3. **Term:** The above-described space is leased for a term of three (3) years commencing on the 25 day of November, 1996.

4. **Use and Occupancy:** Lessee shall use and occupy the Leasehold Premises as a museum of local history operating the same for no less than five (5) days a week, five (5) hours per day for the duration of Lessee's tenancy. In addition, Lessee may conduct, as an ancillary museum use, a small gift shop selling items related to the City of Stuart and other areas of Martin County and to books, video and voice tapes and periodicals related to historical matters and items designed to assist Stuart Heritage, Inc. to raise funds to carry out its purposes, duties and responsibilities.

5. **Rent:** In consideration of Lessee operating an admission free museum for artifacts relating to the history of the City of Stuart and its surrounding environs, the rent shall be \$1.00 per year. Although the public's admission shall be free, donations for the operation or improvement of the museum shall be allowed. Lessee shall keep accurate records of any and all donations and expenditures from such funds which shall, at all times, be open to inspection by Lessor.

6. **Place for Payment of Rent:** Whenever rent is due under this Lease, Lessee shall pay the applicable sum on or before the first day of each annual term at the above-stated address or at such other place as Lessor may designate in writing.

7. **Care and Repair of the Structure on the Leasehold Premises:** Lessee shall commit no act of waste and shall take good care of the interior of the Leasehold Premises and the fixtures and appurtenances therein contained, and shall, in the use and occupancy thereof, conform to all laws, orders, and regulations of the federal, state, and municipal governments or any of their departments. Lessor shall make all such necessary repairs to the exterior of the Leasehold Premises, except where the repair has been made necessary by misuse or neglect by

Lessee or Lessee's agents, servants, visitors or licensees. Lessee shall make all such necessary repairs to the interior of the Leasehold Premises. Any improvements made by Lessee to the Leasehold Premises which are so attached that they cannot be removed without material injury to the Leasehold Premises shall become the property of Lessor upon installation.

8. Insurance:

(a) **Liability:** Lessee hereby covenants and agrees that during the term of this Lease it shall save, hold, and keep harmless and indemnify Lessor against any and all claims, demands, penalties, judgments, court costs, attorneys fees, and liabilities of every kind and nature whatsoever in connection with any injury to or death of any person or damage to property due to or arising out of Lessee's occupancy of the Leasehold Premises, or any part thereof, or arising out of any negligent activity of the user or due to the negligent installation, operation or maintenance by the user or any fixtures or equipment in or upon the Leasehold Premises or which may be incurred by user of any default or failure of Lessee to comply in any respect with the provisions of this Lease, and Lessee agrees to provide, at its own cost and expense, all insurance required in this Lease. Lessee shall provide to Lessor prior to occupancy of the Facility, evidence of the following coverages:

(1) Commercial General Liability written on an occurrence basis, with a limit of liability of at least \$1,000,000 for injury to any person or persons, including death and for damage to property covering the Leasehold Premises. Fire Damage Legal Liability shall be written with a limit of liability of at least \$350,000. Lessor shall be an Additional Named Insured on the Commercial General Liability policy. The insurance company providing such insurance must be authorized to conduct business in the State of Florida by the Insurance Commissioner of the State of Florida.

(2) Worker's Compensation, if required by law, written in accordance with Florida Statute 440, Part A as it may be amended from time to time with statutory limits and Florida Statute 440, Part B Employers Liability coverage as required by law.

(b) **Contents:** Lessee agrees to provide, at its own cost and expense, fire, extended coverage and vandalism insurance covering its personal property, the personal property of others under its care, custody and control and all improvements installed in the Leasehold Premises by Lessee in an amount equal to the full insurable value thereof.

9. Alterations, Additions or Improvements: Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions or improvements in, to or about the Leasehold Premises; and said consent shall not be unreasonably withheld.

10. Accumulation of Waste or Refuse Matter: Lessee shall not permit the accumulation of waste or refuse matter anywhere on or about the Leasehold Premises.

11. **Abandonment:** Lessee shall not, without first obtaining the written consent of Lessor, abandon the Leasehold Premises, or allow the Leasehold Premises to become vacant or deserted.

12. **Assignment or Sublease:** Lessee shall not, without first obtaining the written consent of Lessor, assign, mortgage, pledge, or encumber this Lease, in whole or in part, or sublet the Leasehold Premises or any part thereof. The operation of a gift shop, as hereinabove contemplated, even if operated by a concessionaire, shall not require the consent of Lessor.

13. **Utilities:** Lessor agrees to pay for all electrical utility services incurred in the use of the Leasehold Premises. Lessee shall be required to pay for water utility services and garbage collection.

14. **Default:** In the event any action is instituted at law to enforce any covenant contained in this Lease or to recover possession of the Leasehold Premises for any default or breach of this Lease by Lessee, Lessee shall pay such reasonable attorney's fees as may be determined by the court should Lessor be the prevailing party.

15. **Failure to Operate a Museum:** Failure of Lessee to operate a museum on the Leasehold Premises shall constitute a default of this Lease and Lessor may take such action as is afforded by law, including but not limited to termination of this Lease. If this Lease is terminated by Lessor, then and in that event, Lessor shall have the right to immediately remove all of the property of Lessee from the Leasehold Premises. Lessor shall also have the right to store the property at Lessee's sole expense, save and except such property as may be necessary in order to satisfy the lien provided for in this Lease for unpaid rental to Lessor.

16. **Lessor's Remedies on Default:** If Lessee defaults in the performance of any of the covenants or conditions of this Lease, Lessor may give Lessee notice of such default and if Lessee does not cure any default within twenty (20) days after the giving of such notice (or if such default is of such nature that it cannot be completely cured within such period, and if Lessee does not commence such curing within twenty (20) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than thirty (30) days' notice to Lessee. On the date specified in the notice the term of this Lease shall terminate and Lessee shall then quit and surrender the Leasehold Premises to Lessor, but Lessee shall remain liable as provided below. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Leasehold Premises by any lawful means and remove Lessee or other occupants and their effects.

17. **Effect of Failure to Insist on Strict Compliance with Conditions:** The failure of either party to insist on strict performance of any covenant or condition of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

18. **Lessor's Right to Cure Lessee's Breach:** If Lessee breaches any covenant or condition of this Lease, Lessor may, on reasonable notice to Lessee (except that no notice need be given in case of emergency), cure such breach at the expense of Lessee and the reasonable

amount of all expenses, including attorneys' fees, incurred by Lessor in so doing (whether paid by Lessor or not) shall be deemed additional rent payable on demand.

19. Construction Liens: Lessee shall within 20 days after notice from Lessor discharge any construction liens for materials or labor claimed to have been furnished to the Leasehold Premises on Lessee's behalf.

20. Notices: Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail in an addressed postpaid envelope:

if to Lessee: President, Stuart Heritage, Inc.
 161 S. W. Flagler Avenue
 Stuart, Florida 34994

if to Lessor: City Manager, City of Stuart
 121 S. W. Flagler Avenue
 Stuart, Florida 34994

or at such other address as Lessee or Lessor, respectively, may designate in writing. Notice shall be deemed to have been duly given, if delivered personally, upon delivery, and if mailed, upon the 3rd day after the mailing of such notice.

21. Lessee's Renewal: Upon giving Lessor written notice not less than sixty (60) days prior to the expiration of the term of this Lease of Lessee's desire to extend the lease for added periods, Lessor may enter into negotiations with Lessee at its sole and exclusive option, but is not obligated so to do and is not obligated to renew or extend the lease beyond its current term. The result of such negotiations shall be subject to approval by Lessor's governing body.

22. Lessor's Right to Inspection, Repair, and Maintenance: Lessor may enter the Leasehold Premises at any reasonable time, upon adequate notice to lessee (except that no notice need be given in case of emergency) for the purpose of inspection or the making of such repairs, replacements, or additions in, to, on and about the Leasehold Premises as Lessor deems necessary or desirable. Lessee shall have no claim or cause of action against Lessor by reason of such reasonable entry.

23. Lessor's Right to Temporarily Close the Premises for the Purpose of Renovation: Upon 180 days written notice to Lessee, Lessor shall have the right to require the museum to close for major renovations during the term of such major renovations and require the vacation of the premises while such renovations are in progress. Under such circumstances, Lessee shall not be entitled to claim constructive eviction from the Leasehold Premises.

24. Effect of Other Representations: No representations or promises shall be binding on the parties to this Lease except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.

25. Peaceful Enjoyment: Lessor covenants that if, and so long as, Lessee pays the rent and performs the covenants of this Lease, Lessee shall peaceably and quietly have, hold, and

enjoy the Leasehold Premises for the term herein mentioned, subject to the provisions of this Lease.

26. **Lessee's Employees Not Employees of Lessor:** Agents, servants or employees of Lessee shall be solely representatives of Lessee and shall not be considered agents, servants or employees of Lessor.

27. **Non-Discriminatory Uses:** Lessee agrees that entry to and use of the Museum shall be made available to the general public without regard to age, sex, race, religion or national origin.

28. **Section Headings:** The Section headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

29. **Jurisdiction; Venue:** This Lease shall be governed and interpreted by the laws of the State of Florida then in force. Venue shall be in Martin County.

30. **Severability:** If for any reason whatsoever any of the provisions of this Lease shall be unenforceable or ineffective, all of the other provisions hereof shall be and remain in full force and effect. The provisions of this Lease constitute and are intended to constitute the entire agreement of the parties. No terms, conditions, warranties, promises or understandings of any nature whatsoever, express or implied, exist between the parties except as herein expressly set forth.

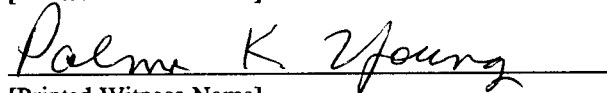
31. **Amendment:** This Lease may be modified or amended only by written instrument, duly authorized and executed by both parties.

WHEREFORE, the parties have hereunto affixed their hands and seals this 5 day of December, 1996.

Signed, sealed and witnessed in our presence:



[Printed Witness Name]



[Printed Witness Name]

Lessee:

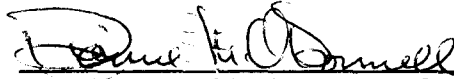
STUART HERITAGE, INC.

By: 
JERRY RANDOLPH, Jr., President

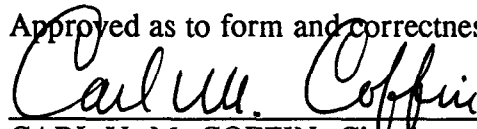
[Corporate Seal]



Attest:


DIANNE M. O'DONNELL, City Clerk

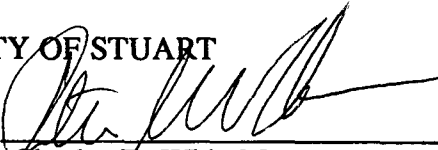
Approved as to form and correctness:


CARL V. M. COFFIN, City Attorney

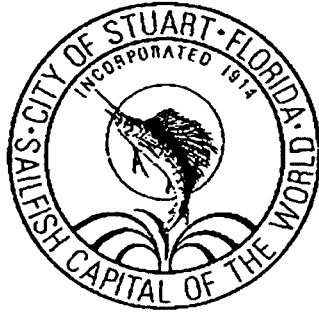
Lessor:

CITY OF STUART

By:


~~Charles E. White~~ Mayor
Peter R. Walker, Vice Mayor

[Official Seal of the City of Stuart]



A G E N D A

**REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD February 8, 1999
AT 7:00 P.M. IN THE CITY COMMISSION CHAMBERS**

CITY COMMISSION

**Mayor Karl J. Krueger, Jr.
Vice Mayor Gene C. Rifkin
Commissioner Charles S. Foster
Commissioner Jeffrey A. Krauskopf
Commissioner Robert R. Walker**

ADMINISTRATIVE

**City Manager David Collier
City Attorney Carl V. M. Coffin
City Clerk Dianne M. O'Donnell**

5. Request approval of minutes from Regular Commission meeting of December 14, 1998.
6. Personnel Action Report.

8:00 QUASI-JUDICIAL HEARINGS

(Motion to read all ordinances by TITLE ONLY)

7. Request to approve a subdivision plat for Millennium Square for compliance with Martin County comprehensive Land Use Plan, Zoning, and Subdivision Regulations which control the development of the recently annexed subject property. Property location: No. U. S. Highway 1 directly north of Baker Road. Applicant: Dave Satur and Karen Hendry. Representative: Donald Cuzzo, Houston Cuzzo Group.
 - a. **RESOLUTION 34-99: Resolution conditionally approving pursuant to Martin County Land Development Regulations a major development master plan for "Millennium Square" Development at U. S. Highway One and Buck Hendry Way. (RC)**
8. **ORDINANCE 1661-99: Ordinance to approve an amendment to Parcel 3 (9.08 acres) of the "Central Park Commercial Planned Unit Development;" permitting the construction of a four story assisted living facility in Phase 2 and an adult day care facility in Phase 3 on the site; providing for conditions; providing a timetable for development. (RC)**

8:15 FIRST READING OF ORDINANCES

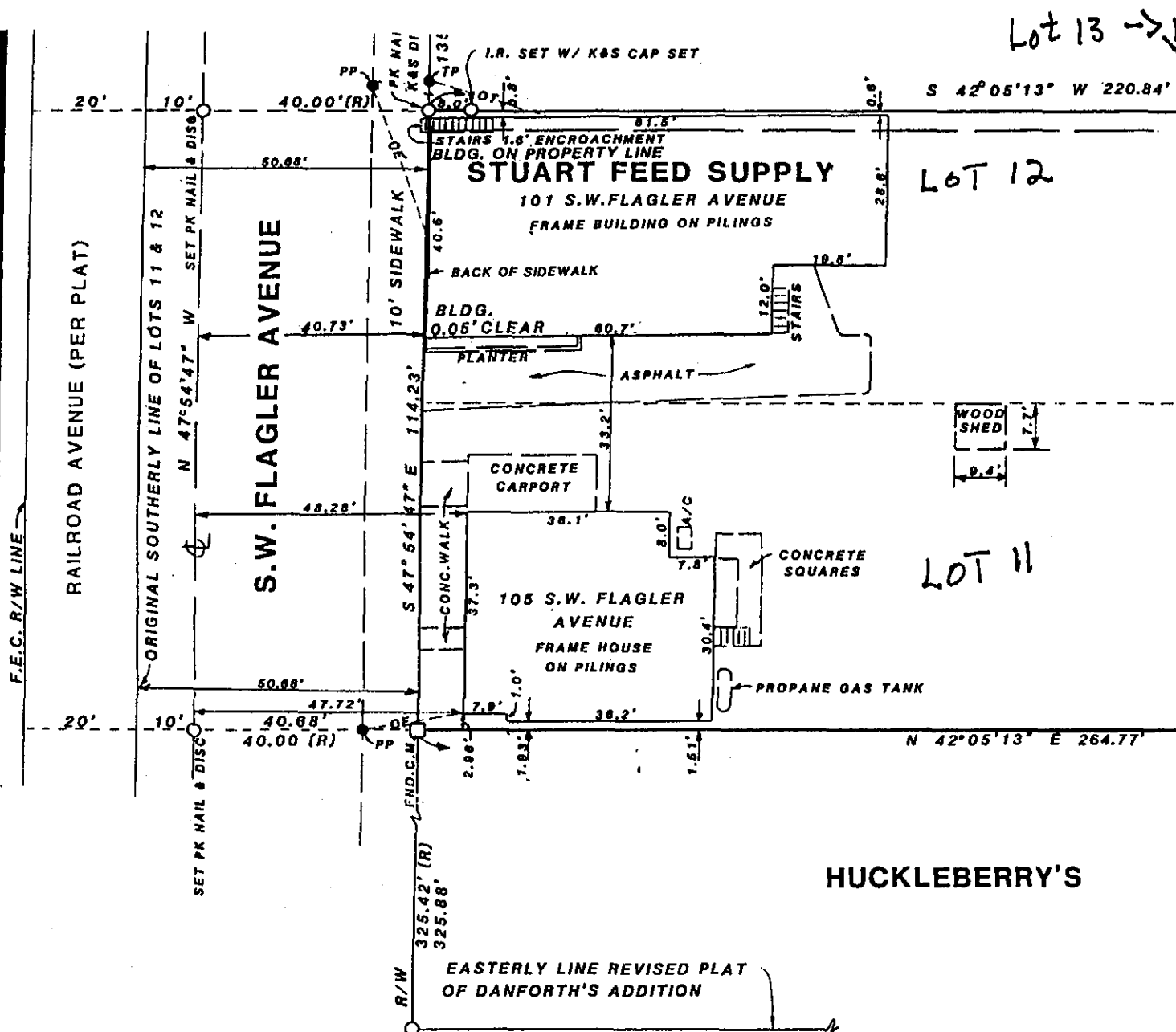
9. **ORDINANCE 1658-99: Ordinance providing for the voluntary annexation by the City of Stuart of land being generally a 187 acre parcel of land on the south side on Jensen Beach Boulevard east of U. S. Highway One in Section 20 and Section 29, Township 37 South, Range 41 East, Martin County, Florida. Upon the petition of the owner thereof; declaring that the voluntary petition for annexation filed pursuant to Florida Statute 171.044 bears the signature of the owner of the property to be annexed and that such application complies with all requirements of Chapter 171, Florida Statutes. (RC)**
10. **ORDINANCE 1659-99: Ordinance providing for the voluntary annexation by the City of Stuart of land being generally a seven acre parcel of land on the south side of Jensen Beach Boulevard east of U. S. Highway One in**

17. **RESOLUTION 36-99: Resolution approving project authorization relating to the "Atlanta Avenue Water Main Replacement and Extension;" directing Keith & Schnars, P.A. to design the project, review a title search, prepare the bidding documents, and perform the engineering services during construction of the project for an amount not to exceed \$14,000. (RC)**
18. **RESOLUTION 37-99: Resolution to provide for a "loan" of funds from the Water and Sewer Fund to the City General fund in the amount of \$45,999 for the purchase of a backhoe for the Streets Maintenance Team. (RC)**
19. **RESOLUTION 38-99: Resolution authorizing the purchase by the City of a Ford model 575 Backhoe from Ford New Holland of Tucker, Georgia for use by the Streets Team in the amount of \$45,999. (RC)**
20. **RESOLUTION 39-99: Resolution authorizing the Mayor and City Clerk to execute an agreement between Lindahl, Browning, Ferrari & Hellstrom, Inc. and the City in an amount of \$22,300.00 to provide professional engineering services including design, preparation of bidding documents and services in preparation of bidding documents and services in conjunction with the construction of the "Martin Luther King Boulevard and Tressler Street Water Main Loop;" (RC)**
21. **RESOLUTION 40-99: Budget Amendment:**
 - a. **Amendment #22 General Fund this amendment reflects the transfer of \$1,294 from Revenues, Other Sources, LETF Reserve, to LETF, Operating, for the purchase of drug equipment for the DARE program. This action does increase appropriations for this fund in the 1998/99 Fiscal Budget for this year in the "total" amount of \$164,542.**
 - b. **Amendment #23 Sanitation Fund this amendment reflects the transfer of \$21,500 from Yard Trash Collection Team, Capital Outlay, Machinery/Equipment, to Yard Trash Collection Team, Operating, R/M Vehicles for the purchase, repairs/maintenance to equipment. This action does not increase appropriations for this fund in the 1998/99 Fiscal Budget.**

9:15 DISCUSSION AND DELIBERATION

CITY MANAGER; David Collier

22. Approval of interest payment on unpaid impact fees to Martin County.



LAND DESCRIPTION

LOT 12, ACCORDING TO THE REVISED PLAT OF DANFORTH'S ADDITION TO THE TOWN OF STUART, FILED SEPTEMBER 29, 1914, AND RECORDED IN PLAT BOOK 5, PAGE 69, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS. LESS AND EXCEPT THE SOUTHWESTERLY 50.68 FEET FOR FLAGLER AVENUE AND CONCRETE WALKWAY AS LAID OUT AND NOW IN USE.

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ACORD CERTIFICATE OF LIABILITY INSURANCE

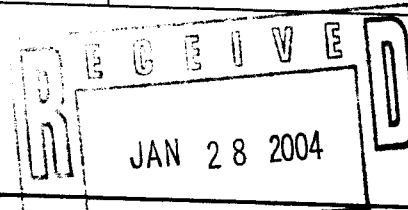
PRODUCER R.V. Johnson Agency, Inc. 2041 SE Ocean Blvd Stuart FL 34996 Phone: 772-287-3366 Fax: 772-287-4255		OP ID DE STUA-19		DATE (MM/DD/YYYY) 01/20/04	
INSURED Stuart Heritage Inc A Florida Not For Profit Corp 161 SW Flagler Ave Stuart FL 34994		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
		INSURERS AFFORDING COVERAGE			NAIC #
		INSURER A: Ohio Casualty Group			09385
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	BLO50587141	08/21/03	08/21/04	
	☒ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$ 1000000
	☐ CLAIMS MADE ☒ OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000
	GEN'L AGGREGATE LIMIT APPLIES PER:				MED EXP (Any one person) \$ 10000
	☐ POLICY ☐ PRO-JECT ☐ LOC				PERSONAL & ADV INJURY \$ 1000000
	AUTOMOBILE LIABILITY	NOT COVERED BY THIS AGENT			GENERAL AGGREGATE \$ 1000000
	☐ ANY AUTO				PRODUCTS - COMP/OP AGG \$ 1000000
	☐ ALL OWNED AUTOS				
	☐ SCHEDULED AUTOS				
	☐ HIRED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
	☐ NON-OWNED AUTOS				BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY	NOT COVERED BY THIS AGENT			AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY	NOT COVERED BY THIS AGENT			EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
	☐ DEDUCTIBLE				\$
	☐ RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	NOT COVERED BY THIS AGENT			WC STATU-TORY LIMITS OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS



CERTIFICATE HOLDER

MARTI05

MARTIN COUNTY FAIR ASSOC
2616 SE DIXIE HWY
STUART FL 34996

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

City of Stuart

121 S. W. Flagler Avenue • Stuart • Florida 34994

Cherie White
City Clerk

PHONE (561) 288-5306
FAX (561) 288-5305

January 2, 2004

Stuart Heritage, Inc.
161 SW Flagler Ave.
Stuart, Fl. 34994

RE: Proof of Insurance for leased City Property at 161 SW Flagler Ave.

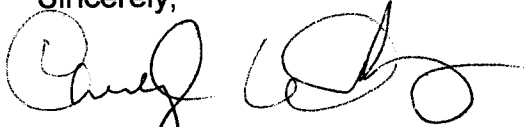
Dear Stuart Heritage;

In reviewing the file for the lease of the property located at 161 Sw Flagler Avenue, I do not have a current Certificate of Insurance.

Enclosed for your review is a copy of the leases Insurance requirements. Please provide this Certificate of Insurance to my attention as soon as possible.

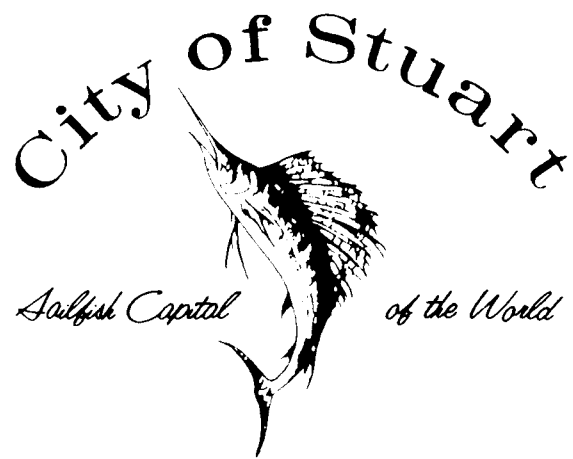
If you have already sent this with your lease payment, please disregard this notice.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cherie White', with a large, stylized flourish extending to the right.

Cherie White
City Clerk

encl.



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 205-99

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDED LEASE AGREEMENT BETWEEN THE CITY OF STUART, FLORIDA AND STUART HERITAGE, INC., FOR PROPERTY LOCATED AT 161 S.W. FLAGLER AVENUE, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

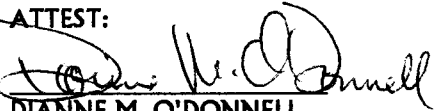
NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The Mayor and City Clerk are authorized to execute an amended lease agreement between the City and Stuart Heritage, Inc., for property located at 161 S.W. Flagler Avenue, Stuart. A copy of the agreement is attached as "Exhibit A".

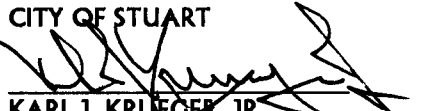
SECTION 2: This resolution shall take effect upon adoption.

PASSED AND ADOPTED, effective this 8th day of November, 1999.

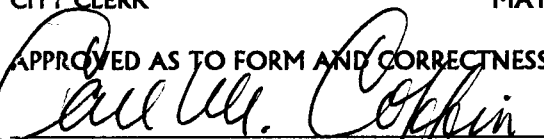
ATTEST:


DIANNE M. O'DONNELL
CITY CLERK

CITY OF STUART


KARL J. KRUEGER, JR.
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:


CARL V.M. COFFIN, CITY ATTORNEY

LEASE

1. Parties. This Lease is made by and between:

City of Stuart, Florida, a municipal corporation
("Lessor"), whose Post Office address is 121 Southwest
Flagler Avenue, Stuart, Florida 34994

And

Stuart Heritage, Inc., a Florida not for profit corporation
("Lessee"), whose Post Office address is 161 southwest
Flagler Avenue, Stuart, Florida 34994

2. Leasehold Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the first and second floors and the basement of the Stuart Feed Store located at 161 Southwest Flagler Avenue, Stuart, Florida (the "Leasehold Premises").

3. Term. The above described space is leased for a term of five (5) years commencing on the 26th day of November 1999 and terminating on the 25th day of November 2004.

4. Use and Occupancy. Lessee shall use and occupy the "Leasehold Premises" as a museum of local history operating the same for no less than six (6) days a week, five (5) hours a day for the duration of the Lessee's tenancy. In addition, Lessee may conduct, as an ancillary museum use, a small gift shop selling items related to the City of Stuart and other areas of Martin county and to books, video and voice tapes and periodicals related to historical matters and items designed to assist Stuart Heritage, Inc. to raise funds to carry out its purposes, duties and responsibilities.

5. Rent. In consideration of Lessee operating an admission free museum for artifacts relating to the history of the City of Stuart and its surrounding environs, the rent shall be \$1.00 per year. Although the public's admission shall be free, donations for the operation or improvement of the museum shall be allowed. Lessee shall keep accurate records of any and all donations and expenditures from such funds which shall, at all times, be open to inspection by Lessor.

6. Place for Payment of Rent. Whenever rent is due under tis lease, Lessee shall pay the applicable sume on or before the first day of each annual term at the above stated address or at such other place as Lessor may designate in writing.

7. Care and Repair of the Structure on the Leasehold Premises. Lessee shall commit no act of waste and shall take good care of the interior of the Leasehold Premises and the fixtures and appurtenances therein contained, and shall, in the use and occupancy thereof, conform to all laws, orders, and regulations of the federal, state and municipal

governments or any of their departments. Lessor shall make all such necessary major repairs to the Leasehold Premises, except where the repair has been made necessary by misuse or neglect by Lessee or Lessee's agents, servants, visitors or licenses. Lessee shall make all all necessary non-major repairs to the Leasehold Premises. Any improvements made by the Lessee to the Leasehold Premises which are so attached that they cannot be removed without material injury to the Leasehold Premises shall become the property of the Lessor upon installation.

A. Lessor Maintenance. In addition to the Lessor's improvements as hereinafter set forth, the Lessor covenants to maintain at its cost and expense, the exterior, structural and foundation components of the Leasehold Premises. Such maintenance shall specifically include the repair and replacement, if necessary, of the roof. For the purposes hereof, "major repairs" are agreed by the parties to be those repairs to the individual systems which are estimated to cost in excess of ONE THOUSAND AND NO/100'S DOLLARS (\$ 1,000.00). Lessor's maintenance shall also specifically include: the paving, curbing and repair of all parking areas, driveways, sidewalks and termite control.

B. Lessee Maintenance. During its occupancy of the Leased Premises, Lessee covenants to keep in good order and maintain the following: the interior portions of the Building, windows, the air conditioning, electrical and plumbing systems which maintenance shall include the non-major repairs to such systems, all external signage and lighting on the building, any landscaping and lawn, and all pest control except termites. Tenant shall cause all refuse and debris to be removed from the Leased Premises by the City of Stuart for the normal fee.

The Lessee shall promptly notify the Lessor of any needed repairs to the roof or of any major repairs to the Building systems or its structure that are the responsibility of the Lessor hereunder. Lessor shall thereafter promptly commence and diligently pursue such repair work. In the event that Lessor does not commence work on such repairs within twenty (20) days of receipt of notice of the need thereof, if the repair is more than One Thousand and No/100 Dollars, Lessee may elect to undertake such repairs and Lessor shall reimburse Lessee for the cost thereof. In the event that Lessor does not reimburse Lessee for such costs within thirty (30) days of Lessee's submission of an actual statement therefor, Lessee may deduct the repair costs from subsequent Base Rent payments. In the event of emergency, Lessee shall promptly notify Lessor of such and Lessee may immediately undertake the needed repair work as is necessary under the circumstances to those items which are considered to be the Lessor's responsibility and Lessor shall, as soon as practical thereafter, commence its repair work. In the event of such emergency, Lessee shall be reimbursed for the cost of making such emergency repairs which actually would have been the responsibility of the Lessor.

In the event that Lessor fails to complete its required emergency and non-emergency repairs within ninety (90) days of receipt of notice, Lessee may terminate this Lease unless Lessee has elected to undertake such repairs as provided herein above.

8. Insurances.

A. Liability. Lessee hereby covenants and agrees that during the term of this Lease it shall save, hold, and keep harmless and indemnify Lessor against any and all claims, demands, penalties, judgements, court costs, attorneys fees, and liabilities of every kind and nature whatsoever in connection with any injury to or death of any person or damage to property due to or arising out of Lessee's occupancy of the Leasehold Premises, or an part thereof, or arising out of any negligent activity of the user or due to the negligent instalation, operation or maintenance by the user of any fixtures or equipment in or upon the Leasehold Premises or which may be incurred by user of any default or failure of Lessee to comply in any respect with the provisions of this Lease, and Lessee agrees to provide, at its own cost and expense, all insurance reuiired in this Lease, Lessee shall rprovide to Lessor prior to occupancy of the Facility, evidence of the following coverages:

(1) Commercial General Liability written on an occurrence basis, with a limit of liability of at least \$1,000,000 for injury to any person or persons, including death and for damage to property covering the Leasehold Premises. Lessor shall be an Additional Named Insured on the Commercial General Liability policy, The insurance company providing such insurance must be authorized to conduct business in the State of Florida by the Insurance Commissioner of the State of Florida.

(2) Worker's compensation, if required by law, written in accordance with Florida Statute 440, Part A as it may be amended from time to time with statutory limits and Florida Statute 440, Part B Employers Liambility coverage as required by law.

B. Contents. Lessee agrees to provide, at its own cost and expense, firme extended coverage and vandalism insurance covering its personal property, the personal property of other under its care, custody and control and all improvements installed in the Leasehold Premises by Lessee in an amount equal to the full insurable value thereof.

9. Alterations, Additions or Improvements: Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions or improvements in, to or about the Leasehold Premises; and said consent shall not be unreasonably withheld.

10. Accumulation of Waste or Refuse Matter: Lessee shall not permit the accumulation of waste, refuse or other articles which constitute and unsightly appearance to the Leasehold Premises.

11. Abandonment: Lessee shall not, without first obtaining the written consent of Lessor, abandon the Leasehold Premises, or allow the Leasehold Premises to become vacant or deserted.

12. Assignment or Sublease: Lessee shall not, without first obtaining the written consent of Lessor, assign, mortgage, pledge, or encumber this Lease, in whole or in part, or sublet the Leasehold Premises or any part thereof. The operation of a gift shop, as hereinabove contemplated, even if operated by a concessionaire, shall not require the consent of Lessor.

13. Utilities: Lessee agrees to pay for all electrical, water, and sewer utility services and garbage collection incurred in the use of the leasehold Premises.

14. Default: In the event any action is instituted at law to enforce any covenant contained in this Lease or to recover possession of the Leasehold Premises for any default or breach of this Lease by Lessee, Lessee shall pay such reasonable attorney's fees as may be determined by the court should Lessor be the prevailing party.

15. Failure to Operate a Museum: Failure of Lessee to operate a museum on the Leasehold Premise shall constitute a default of this Lease and Lessor may take such action as is afforded by law, including but not limited to termination of this Lease. If this Lease is terminated by Lessor, then and in that event, Lessor shall have the right to immediately remove all of the property of Lessee from the Leasehold Premises. Lessor shall also have the right to store the property at Lessee's sole expense, save and except such property as may be necessary in order to satisfy the lien provided for in this Lease for unpaid rental to Lessor.

16. Lessor's Remedies on Default: If Lessee defaults in the performance of any of the covenants or conditions of this Lease, Lessor may give Lessee notice of such default and if Lessee does not cure any default within twenty (20) days after the giving of such notice (or if such default is not of such nature that it cannot be completely cured within such period, and if Lessee does not commence such curing within twenty (20) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than thirty (30) days' notice to Lessee. On the date specified in the notice the term of this Lease shall terminate and Lessee shall then quit and surrender the Leasehold Premises to the Lessor, but Lessee shall remain liable as provided below. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Leasehold premises by any lawful means and remove Lessee or other occupants and their effects.

17. Effect of Failure to Insist on Strict Compliance with Conditions: The failure of either party to insist on strict performance of any covenant or condition of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

18. Lessor's Right to Cure Lessee's Breach: If Lessee breaches any covenant or condition of this Lease, Lessor may, on reasonable notice to Lessee (except that no notice need be given in case of emergency), cure such breach at the expense of Lessee and the reasonable amount of all expenses, including attorney's fees, incurred by Lessor in so

doing (whether paid by Lessor or not) shall be deemed additional rent payable on demand.

19. Construction Liens: Lessee shall within twenty (20) days after notice from Lessor discharge any construction liens for materials or labor claimed to have been furnished to the Leasehold Premises on Lessee's behalf.

20. Notices: Any notices by either party to the other party shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail in an addressed postpaid envelope:

If to Lessee: President, Stuart Heritage, Inc.
 161 SW Flagler Avenue
 Stuart, Florida 34994

If to Lessor: City Manager, City of Stuart
 121 SW Flagler Avenue
 Stuart, Florida 34994

Or at such other address as Lessee or Lessor, respectively, may designate in writing. Notice shall be deemed to have been duly given, if delivered personally, upon delivery, and if mailed, upon the 3rd day after the mailing or delivery of such notice.

21. Lessee's Renewal: Upon giving Lessor written notice not less than sixty (60) days prior to the expiration of the term of this Lease or Lessee's desire to extend the lease for added periods, Lessor may enter into negotiations with Lessee at its sole and exclusive option, but is not obligated so to do and is not obligated to renew or extend the lease beyond its current term. The result of such negotiations shall be subject to approval by Lessor's governing body.

22. Lessor's Right to Inspection, Repair, and Maintenance: Lessor may enter the Leasehold Premises at any reasonable time, upon adequate notice to lessee (except that no notice need be given in case of emergency) for the purpose of inspection or the making of such repairs, replacements, or additions in, to, on and about the Leasehold Premises as Lessor deems necessary or desirable. Lessee shall have no claim or cause of action against Lessor by reason of such reasonable entry.

23. Lessor's Right to Temporarily Close the Premises for the Purpose of Renovation: On Ninety (90) days written notice to Lessee, Lessor shall have the right to require the museum to close for major renovations during the term of such major renovations and require the vacation of the premises while such renovations are in progress. Under such circumstances, Lessee shall not be entitled to claim constructive eviction from the Leasehold Premises.

24. Effect of Other Representations: No representations or promises shall be binding on the parties to this Lease except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.

25. Peaceful Enjoyment: Lessor covenants that if, and so long as, Lessee pays the rent and performs the covenants of this Lease, Lessee shall peaceably and quietly have, hold and enjoy the Leasehold Premises for the term herein mentioned, subject to the provisions of this Lease.

26. Lessee's Employees Not Employees of Lessor: Agents, servants or employees of Lessee shall be solely representatives of Lessee and shall not be considered agents, servants or employees of Lessor.

27. Non-Discriminatory Uses: Lessee agrees that entry to and use of the Museum shall be made available to the general public without regard to age, sex, race, religion or national origin.

28. Section Headings: The Section heading in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

29. Jurisdiction; Venue: This Lease shall be governed and interpreted by the laws of the State of Florida then in force. Venue shall be in Martin County.

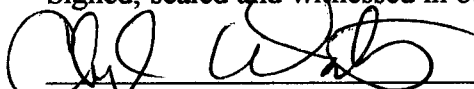
30. Severability: If for any reason whatsoever any of the provisions of this Lease shall be unenforceable or ineffective, all of the other provisions hereof shall be and remain in full force and effect.

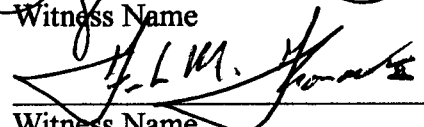
31. Amendment: This lease may be modified or amended only by written instrument, duly authorized and executed by both parties.

WHEREFORE, the parties have hereunto affixed their hands and seals in this 22nd day of November, 1999.

Lessee:

Signed, sealed and witnessed in our presence:



Witness Name


Witness Name

STUART HERITAGE, INC.

By: Chris Sawicki, President
Chris Sawicki, President

(Corporate Seal)

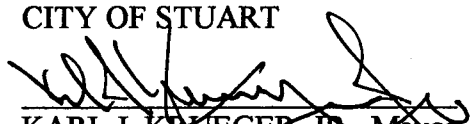
Lessor:

Attest:



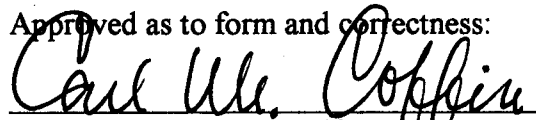
DIANNE O'DONNEL, City Clerk

CITY OF STUART

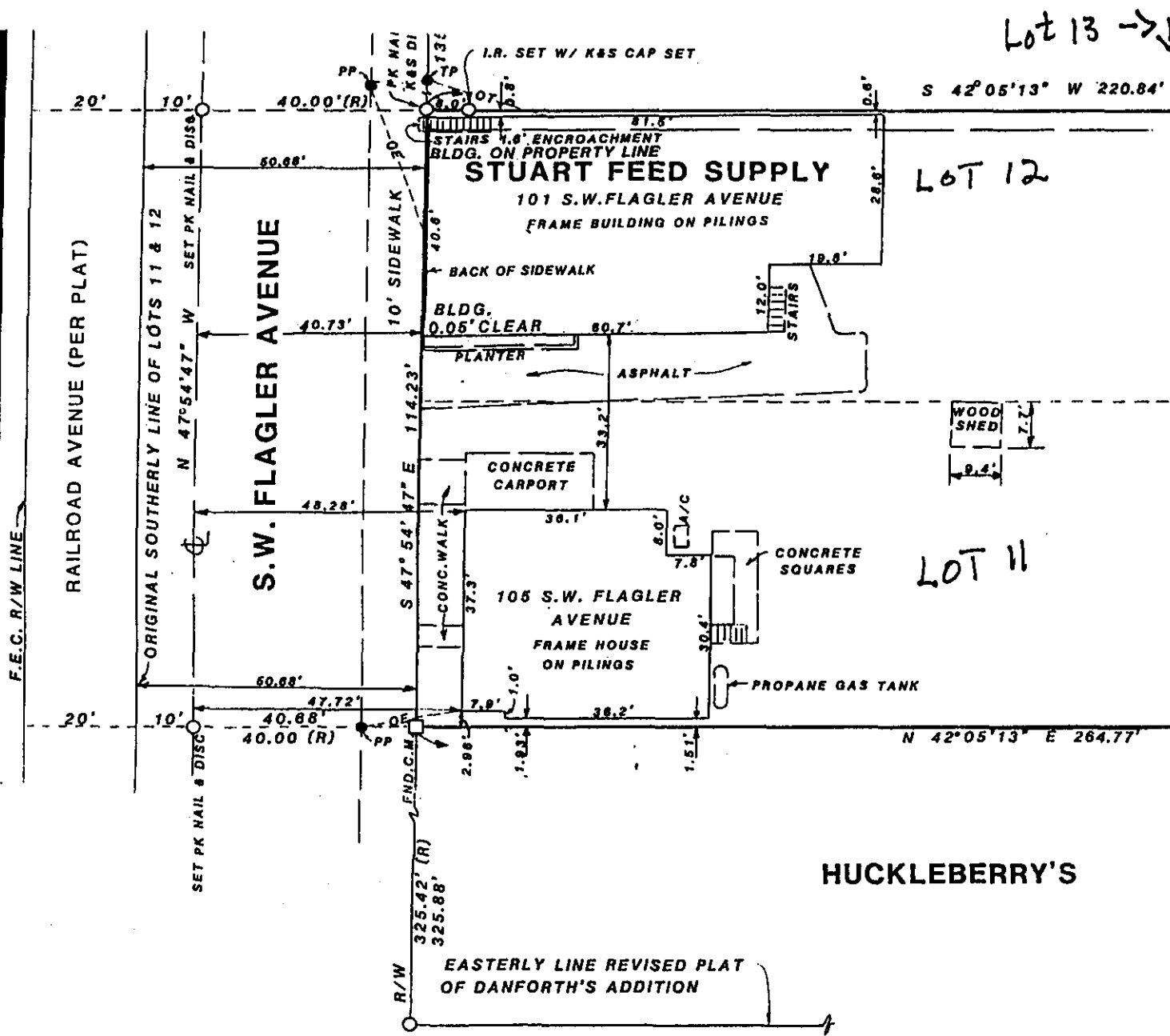


KARL J. KRUEGER, JR., Mayor

Approved as to form and correctness:



CARL V. M. COFFIN, City Attorney



LAND DESCRIPTION

LOT 12, ACCORDING TO THE REVISED PLAT OF DANFORTH'S ADDITION TO THE TOWN OF STUART, FILED SEPTEMBER 29, 1914, AND RECORDED IN PLAT BOOK 5, PAGE 69, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS. LESS AND EXCEPT THE SOUTHWESTERLY 50.68 FEET FOR FLAGLER AVENUE AND CONCRETE WALKWAY AS LAID OUT AND NOW IN USE.

THE SOUTHERLY 4 FEET OF LOT 13, ACCORDING TO THE REVISED PLAT OF DANFORTH'S ADDITION TO THE TOWN OF STUART, FLORIDA, FILED SEPTEMBER 29, 1914, AND RECORDED IN PLAT BOOK 5, PAGE 69, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, PUBLIC RECORDS AND BOUNDED ON THE SOUTHEAST BY THE SOUTHEAST LINE OF LOT 13; ON THE NORTHEAST BY THE WATERS OF THE ST. LUCIE RIVER; ON THE SOUTHWEST BY FLAGLER AVENUE; AND ON THE NORTHWEST BY A LINE PARALLEL TO AND 4 FEET DISTANCE MEASURED ON THE PERPENDICULAR FROM THE SAID SOUTHEAST LINE OF SAID LOT 13. LESS AND EXCEPT THE SOUTHWESTERLY 50.68 FEET FOR FLAGLER AVENUE AND CONCRETE WALKWAY AS LAID OUT AND NOW IN USE.

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ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID LP STUA-19	DATE (MM/DD/YYYY) 08/17/06
PRODUCER R.V. Johnson Agency, Inc. 2041 SE Ocean Blvd Stuart FL 34996 Phone: 772-287-3366 Fax: 772-287-4255		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Stuart Heritage Inc- A Florida Not For Profit Corp 161 SW Flagler Ave Stuart FL 34994		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Ohio Casualty Group	24074
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	BLO50587141	08/21/06	08/21/07	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 1000000 PRODUCTS - COMP/OP AGG \$ 1000000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	NOT WITH THIS OFFICE			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ WC STATUTORY LIMITS ☐ OTHER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	NOT WITH THIS OFFICE			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CITY004

CITY OF STUART
121 SW FLAGLER ST
STUART FL 34994**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10+ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

City of Stuart

Salted Capital of the World
BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 133-01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE ADDENDUM TO THE LEASE BETWEEN THE CITY AND STUART HERITAGE, INC., TO PROVIDE FOR THE FUNDING OF THE RENOVATIONS TO THE STUART FEED STORE BUILDING AT 161 S.W. FLAGLER AVENUE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

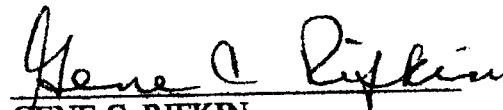
SECTION 1: The Mayor and City Clerk are hereby directed to execute a Lease Addendum to the Lease between the City and Stuart Heritage, Inc. to provide for the funding of certain renovations to the Stuart Feed Store building at 161 S.W. Flagler Avenue in the City. A copy of the Lease Addendum is attached to this resolution as "Attachment A."

SECTION 2: This resolution shall take effect upon adoption.

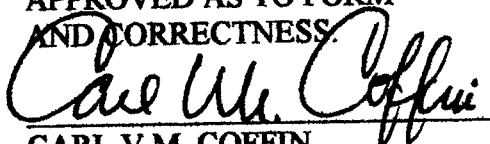
ADOPTED this 20th day of August, 2001.

ATTEST:


DIANNE M. O'DONNELL
CITY CLERK


GENE C. RIFKIN
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS.


CARL V.M. COFFIN
CITY ATTORNEY

LEASE ADDENDUM

THIS LEASE ADDENDUM made and entered into this 25th day of June, 2004² by and between Stuart Heritage, Inc., a Florida not-for-profit corporation, 161 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter the "Lessee," and the City of Stuart, a Florida municipal corporation, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter the "City."

* * * * *

WHEREAS, these parties have entered into a five year Lease beginning November 26, 1999 whereby the Lessee leased from the City the interior of the "Stuart Feed Store" building at 161 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter the "Building," to operate a museum of local history at a nominal rent of \$1.00 per year; and

WHEREAS, the last day of the five year Lease term is November 25, 2004; and

WHEREAS, the City desires to renovate the Building and has contracted with "Masterpiece Builders" for the construction of these improvements at a cost of approximately \$300,000.00; and

WHEREAS, the City and the Lessee agree that the Lessee will provide \$48,616.00 as its share of the construction costs to complete the renovation of the Building including construction of a new basement therein, hereinafter "Lessee's Share."

NOW THEREFORE, the parties hereto agree as follows:

1. The foregoing recitals are true and correct.
2. With the commencement of the restoration work by Masterpiece Builders, the Lessee shall pay to the City the sum of \$12,000.00 as a portion of Lessee's Share. During the 190 day period of renovation construction by Masterpiece Builders, the Lessee shall make two payments of \$12,308.00 each, the second of which shall be tendered to the City prior to and as a condition of the occupancy of the Building by the Lessee. Within five days of the re-occupancy of the Building by the Lessee, the Lessee shall pay the final payment to the City in the amount of \$12,000.00.
3. The Lessee shall not re-occupy the Building or any portion thereof following the completion of renovation until the Lessee has made the payments described in paragraph 2 above. In such event the City may elect to terminate the Lease upon 30 days written notice of termination to the Lessee.

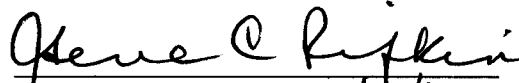
4. In the event the aforesaid payments are timely received, the Lease shall not be terminated by the City as provided in paragraph 4 above and the Lease term shall be extended six years through November 25, 2010.

5. In all other respects and except as amended hereby, the aforesaid Lease shall remain in full force and effect.

WHEREFORE, the parties have caused their hands and seals to be affixed hereto by their duly authorized representatives on the day and year first above written.

CITY:


DIANNE M. O'DONNELL 4/29/02
CITY CLERK

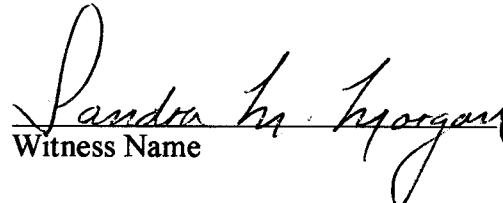

GENE C. RIFKIN 6/24/02
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


CARL V.M. COFFIN
CITY ATTORNEY

LESSEE:


CHRIS SAWICKI
PRESIDENT
Stuart Hentz, Inc. is
President


Witness Name


Witness Name



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

RESOLUTION No. 19-2012

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA AUTHORIZING THE
EXECUTION OF THE LEASE AGREEMENT BETWEEN
CITY OF STUART AND STUART HERITAGE, INC. FOR
LEASE OF THE PROPERTY KNOWN AS THE STUART
FEED STORE, PROVIDING AN EFFECTIVE DATE; AND
FOR OTHER PURPOSES.**

* * * * *

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

SECTION 1: The City Commission of the City of Stuart, Florida approves the execution of a Lease Agreement between Stuart Heritage, Inc and the City of Stuart to February 27, 2015 for property known as the Stuart Feed Store to be used as a local museum.

SECTION 2: This resolution authorizes the Mayor and City Clerk, the City Manager and any other City Official necessary to execute the Lease upon review and approval of the City Attorney.

SECTION 3: This resolution shall take effect upon adoption.

Resolution. 19-2012

Lease Agreement with Stuart Heritage, Inc.

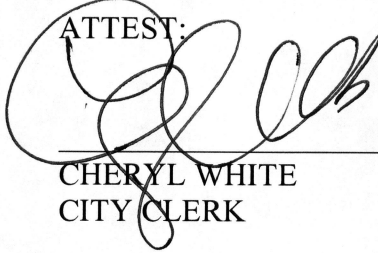
Commissioner Krauskopf offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner Clarke and upon being put to a roll call vote, the vote was as follows:

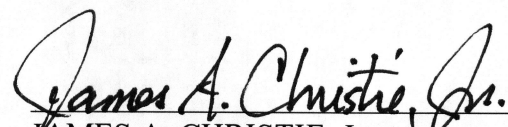
JAMES A. CHRISTIE, Jr, MAYOR
EULA R. CLARKE., VICE MAYOR
KELLI GLASS-LEIGHTON, COMMISSIONER
JEFFREY A. KRAUSKOPF, COMMISSIONER
TROY A. MCDONALD, COMMISSIONER

YES	NO	ABSENT
☒	☐	☐
☒	☐	☐
☒	☐	☐
☒	☐	☐
☒	☐	☐

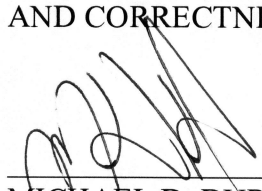
ADOPTED this 27th day of February, 2012.

ATTEST:


CHERYL WHITE
CITY CLERK


JAMES A. CHRISTIE, Jr.
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL D. DURHAM
CITY ATTORNEY



LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 27 day of February, 2012 by and between the **CITY OF STUART, FLORIDA**, whose principal address is 121 SW Flagler Avenue, Stuart, Florida 34994 ("LESSOR"), and **STUART HERITAGE, INC.**, a Florida not for profit corporation, whose principal address is 161 SW Flagler Avenue, Stuart, Florida 34994, ("LESSEE").

SECTION 1 LEASED PREMISES

LESSOR hereby leases to LESSEE a 2388 square foot City owned building at 161 S.W. Flagler Avenue. LESSEE will use the entire structure, first, second and basement floors as a Museum, Gift Shop and storage.

SECTION 2 TERM

The premises are leased for a term of three (3) years beginning February 27, 2012. This lease may be extended at the option of both parties.

SECTION 3 RENT

In consideration of LESSEE operating an admission free museum for artifacts relating to the history of the City of Stuart and the surrounding area, the rent shall be \$1.00 per year.

SECTION 4
CARE AND REPAIR OF PORTIONS OF LEASED STRUCTURE

LESSEE accepts the premises "as is". LESSOR shall make such improvements as are needed at the discretion of the LESSOR. LESSEE shall commit no act of waste and shall take good care of the exterior of the building and the fixtures and appurtenances therein, and shall, in the use and occupy of the premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments or any of their departments.

SECTION 6
LIABILITY INSURANCE

LESSEE hereby covenants and agrees that during the Term of this Lease it shall save, hold, and keep harmless and indemnify LESSOR against any and all claims, demands, penalties, judgments, court costs, attorneys fees, and liabilities of every kind and nature whatsoever in connection with any injury to or death of any person or damage to property due to or arising out of LESSEE'S occupancy of the Leasehold Premises, or any part thereof, or arising out of any negligent activity of the user or due to the negligent installation, operation or maintenance by the user or any fixtures or equipment in or upon the Leasehold Premises or which may be incurred by user of any default or failure of LESSEE to comply in any respect with the provisions of this Lease, and LESSEE agrees to provide to LESSOR, at the commencement of the Term, evidence of Liability coverage written on an occurrence basis, with a limit of liability of at least \$500,000 for injury to any person or persons, including death and for damage to property covering the Leasehold Premises. LESSOR shall be an Additional

Named Insured on the Liability policy. The insurance company providing such insurance must be authorized to conduct business in the State of Florida by the Insurance Commission of the State of Florida.

SECTION 6
ALTERATIONS, ADDITIONS OR IMPROVEMENTS

LESSEE shall not, without first obtaining the written consent of LESSOR, make any alterations, additions or improvements in, to or about the premises. LESSOR agrees LESSEE may install additional lighting, window treatments and phone jacks in all of the rooms to be the property of LESSEE.

SECTION 7
ACCUMULATION OF WASTE OR REFUSE MATTER

LESSEE shall not permit the accumulation of waste or refuse matter on the leased premises or anywhere in or near the building.

SECTION 8
ASSIGNMENT OF SUBLEASE

LESSEE shall not, without first obtaining the written consent of the LESSOR, assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublet the premises or any part of the premises. LESSEE shall not sublet or allow other to occupy the premises without the prior approval of the City.

SECTION 9
UTILITIES

LESSEE agrees to pay for all utility services.

SECTION 10
DEFAULT

In the event any action is instituted at law to enforce any covenant in this Lease or to recover possession of the Leasehold Premises for any default or breach of this Lease by LESSEE, LESSEE shall pay such reasonable attorney's fees as may be determined by the court should LESSOR be the prevailing party.

SECTION 11
EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS

The failure of either party to insist on strict performance of any covenant or condition of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

SECTION 12
LESSOR'S RIGHT TO CURE LESSEE'S BREACH

If LESSEE breaches any covenant or condition of this Lease, LESSOR may, on reasonable notice to LESSEE (except that no notice need be given in case of emergency), cure such breach at the expense of LESSEE and the reasonable amount of all expenses, including attorney's fees, incurred by LESSOR in so doing (whether paid by LESSOR or not) shall be deemed additional rent payable on demand.

SECTION 13
NOTICES

Any notice by either party to the other shall be in writing and shall be deemed to have been given only if delivered personally or sent by registered or certified mail in an addressed postpaid envelope:

To LESSOR: City Manager, City of Stuart
 121 S.W. Flagler Avenue
 Stuart, Florida 34994

To LESSEE: Stuart Heritage, Inc.
 161 S.W. Flagler Avenue
 Stuart, Florida 34994

Or at such other address as LESSOR or LESSEE, respectively, may designate in writing. Notice shall be deemed to have been duly given, if delivered personally, upon delivery, and if mailed, upon the 3rd day after the mailing of such notice.

SECTION 14
LESSOR'S RIGHT TO INSPECT

LESSOR may enter the Leasehold Premises at any reasonable time, upon adequate notice to LESSEE (except that no notice need be given in case of emergency) for the purpose of inspection of the condition of the building, as LESSOR deems necessary or desirable. LESSEE shall have no claim or cause of action against LESSOR by reason of such reasonable entry.

SECTION 16
PEACEFUL ENJOYMENT

LESSOR covenants that if, and so long as, LESSEE pays the rent and performs the covenants of this Lease; LESSEE shall peaceably and quietly have, hold, and enjoy the Leasehold Premises for the Term herein mentioned, subject to the provisions of this Lease.

SECTION 17
LESSEE'S EMPLOYEES NOT EMPLOYEES OF LESSOR

Agents, servants or employees of LESSEE shall be solely representatives of LESSEE and shall not be considered agents, servants or employees of LESSOR.

SECTION 18
JURISDICTION: VENUE

This Lease shall be governed and interpreted by the laws of the State of Florida then in force. Venue shall be in Martin County.

SECTION 20
SEVERABILITY

If for any reason whatsoever any of the provisions of this Lease shall be unenforceable or ineffective, all of the other provisions of this Lease shall be and remain in full force and effect. The provisions of this lease constitute and are intended to constitute the entire agreement of the parties. No terms, conditions, warranties, promises or understandings of any nature whatsoever, express or implied, exist between the parties except as herein expressly set forth.

SECTION 21
AMENDMENT

This Lease may be modified or amended only by written instrument, duly authorized and executed by both parties.

SECTION 22
Authority to Execute Contract

By signing this Agreement the Lessee swears or affirms, under penalty of perjury, that this is a valid act of the Lessee, and that no later claim shall be made by the Lessee that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the

LEASE AGREEMENT
Stuart Heritage, Inc. ("LESSEE")

proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

WHEREFORE, the parties have hereunto affixed their hands and seals as of this 27th day of February, 2012.

Signed, sealed and witnessed in our presence:

LESSOR:

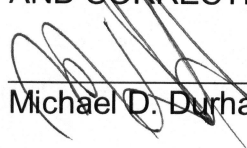
CITY OF STUART


JAMES A. CHRISTIE, JR.
MAYOR

ATTEST:


Cheryl White, City Clerk

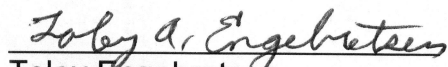
APPROVED AS TO FORM
AND CORRECTNESS:

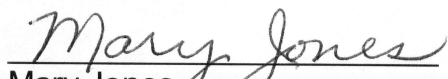

Michael D. Durham, City Attorney



LESSEE:

STUART HERITAGE, INC.


Toley Engebretsen
President


Mary Jones
Executive Director

From: "Sharon Scalera" <SScalera@rvjohnson.com>
 Subject: **stuart heritage**
 Date: February 7, 2012 7:48:33 AM EST
 To: <stuartheritage1@yahoo.com>
 1 Attachment, 53.6 KB

Sharon Scalera
 R.V. Johnson Insurance
 Phone (772) 600-1979
 Fax (772) 287-4255
 Email: sscalera@rvjohnson.com

RECEIVED
 MAR 14 2012
 BY: _____

CONFIDENTIALITY NOTE: This email & attachment are intended for the view of the recipient named above only. No coverage may be bound, altered or cancelled via email.



CERTIFICATE OF LIABILITY INSURANCE

STUA-19 OP ID: SS

DATE (MM/DD/YYYY)
 02/07/12

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

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

PRODUCER R.V. Johnson Insurance 2041 SE Ocean Blvd Stuart, FL 34996 R.V. Johnson Agency, Inc.		772-287-3366 772-287-4439	CONTACT NAME: Cindy Bartels PHONE (A/C, No, Ext): 772-287-3366 E-MAIL: cbartels@rvjohnson.com ADDRESS:	FAX (A/C, No): 772-287-4255
INSURED Stuart Heritage Inc. A Florida Not For Profit Corp 161 SW Flagler Ave Stuart, FL 34994		INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance Co		NAIC # 18988
		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		

COVERAGES

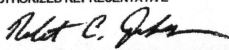
CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY		72033089	08/21/11	08/21/12	EACH OCCURRENCE \$ 1,000,000
	☐ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$
	DED ☐ RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐ N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder is an Additional Insured on the Liability Policy

CERTIFICATE HOLDER		CANCELLATION
City of Stuart Christy Stevens 121 SW Flagler Avenue Stuart, FL 34994	CITST01	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2010/05)

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

Meeting Date: 2/27/2012

Prepared by: Alice Lyons

Ordinance/Resolution No. 19-2012

Title of Item:

Three year lease with Stuart Heritage for Feed Store

Summary Explanation/Background Information on Agenda Request:

Stuart Heritage, Inc. has used the Stuart Feed Store as a museum since 1992. They do not charge admission to the museum and in exchange for this community service, we only charge \$1 per year for rent. This is a new lease for three years (the old lease was allowed to expire about 15 months ago). Since that time, Stuart Heritage has spent over \$100k on improvements to the building.

If you haven't been in the Feed Store for awhile... they've done a great job, and made lots of improvements that will preserve their collection.

Funding Source:

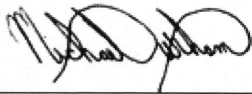
n/a

Recommended Action:

Renew the lease agreement with Stuart Heritage, Inc.



Zaharako, Dorothy
Finance Director



Durham, Michael
City Attorney



Nicoletti, Paul
City Manager



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

RESOLUTION NUMBER 24-2015

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF STUART
AND STUART HERITAGE, INC. 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 Mayor and City Clerk are hereby authorized to execute an Agreement between the City of Stuart and Stuart Heritage, Inc.. A copy of the ~~license~~ ^{agreement} is on file in the office of the City Clerk.

Section 2: This resolution shall take effect upon adoption.

WHEREAS, the City Attorney has negotiated a Renewal of the Lease Agreement for Stuart Heritage Inc.;
and

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

SECTION 1: The City Commission hereby accepts the Renewal of the Lease Agreement for Stuart Heritage, Inc.
attached hereto as **Exhibit "A"** which hereby incorporated herein.

SECTION 2: This resolution shall take effect upon adoption.

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

Resolution 24-2015
STUART HERITAGE, INC.
LEASE AGREEMENT RENEWAL

KELLI GLASS LEIGHTON, MAYOR
JEFFREY A. KRAUSKOPF, VICE MAYOR
THOMAS CAMPENNI, JR. COMMISSIONER
EULA A. CLARKE, COMMISSIONER
TROY A. MC DONALD, COMMISSIONER

YES	NO	ABSENT
		x
x		
x		
x		
x		

ADOPTED this 9TH day March of 2015.

ATTEST:


CHERYL WHITE
CITY CLERK


KELLI GLASS LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL J. MORTELL
CITY ATTORNEY



EXTENSION TO LEASE AGREEMENT

9th This Extension to Lease Agreement dated February 27, 2012 made and entered into this day of March, 2015 by and between the City of Stuart, Florida, whose principal address is 121 SW Flagler Avenue, Stuart, Florida 34994 (lessor) and Stuart Heritage, Inc. a Florida not-for-profit Corporation, whose principal address is 161 SW Flagler Avenue, Stuart, Florida, (lessee).

WITNESSETH:

In consideration of \$10.00, in hand paid, and the mutual promise, covenants and considerations herein contained, to be kept, and performed by each of the parties hereto, the parties agree to extend the Lease Agreement dated February 27, 2012, as follows:

TERM

The term, obligations to pay rent, rights to occupy and other provisions concerning the leased premises, shall be extended to February 27, 2020, unless otherwise extended or terminated.

ALL OTHER TERMS AND CONDITIONS OF THE LEASE AGREEMENT DATED FEBRUARY 27, 2012 SHALL REMAIN UNCHANGED.

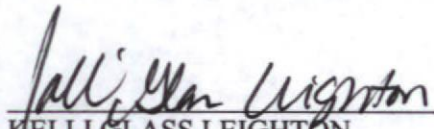
This lease may be modified re amended only by written instrument, duly authorized and executed by both parties.

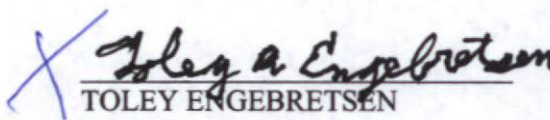
Wherefore, the parties have hereunto affixed the hands and seals as of this 9th day of March, 2015.

IN WITNESS WHEREOF, the parties have signed on the day, month and year aforesaid.

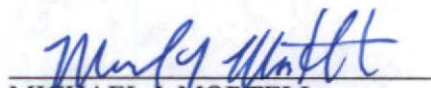
CITY OF STUART, FLORIDA:

**LESSEE:
STUART HERITAGE, INC:**

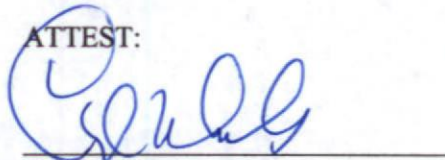

KELLI GLASS LEIGHTON
MAYOR


TOLEY ENGBRETSEN
PRESIDENT

APPROVED AS TO FORM AND CORRECTNESS


MICHAEL J. MORTELL
CITY ATTORNEY

ATTEST:


CHERYL WHITE
CITY CLERK





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

RESOLUTION NUMBER 24-2015

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF STUART AND STUART HERITAGE, INC. 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 Mayor and City Clerk are hereby authorized to execute an Agreement between the City of Stuart and Stuart Heritage, Inc.. A copy of the ~~license~~ ^{agreement} is on file in the office of the City Clerk.

Section 2: This resolution shall take effect upon adoption.

WHEREAS, the City Attorney has negotiated a Renewal of the Lease Agreement for Stuart Heritage Inc.;
and

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

SECTION 1: The City Commission hereby accepts the Renewal of the Lease Agreement for Stuart Heritage, Inc. attached hereto as **Exhibit "A"** which hereby incorporated herein.

SECTION 2: This resolution shall take effect upon adoption.

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

Resolution 24-2015
STUART HERITAGE, INC.
LEASE AGREEMENT RENEWAL

KELLI GLASS LEIGHTON, MAYOR
JEFFREY A. KRAUSKOPF, VICE MAYOR
THOMAS CAMPENNI, JR. COMMISSIONER
EULA A. CLARKE, COMMISSIONER
TROY A. MC DONALD, COMMISSIONER

YES	NO	ABSENT
		x
x		
x		
x		
x		

ADOPTED this 9TH day March of 2015.

ATTEST:


CHERYL WHITE
CITY CLERK


KELLI GLASS LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL J. MORTELL
CITY ATTORNEY



EXTENSION TO LEASE AGREEMENT

9th This Extension to Lease Agreement dated February 27, 2012 made and entered into this day of March, 2015 by and between the City of Stuart, Florida, whose principal address is 121 SW Flagler Avenue, Stuart, Florida 34994 (lessor) and Stuart Heritage, Inc. a Florida not-for-profit Corporation, whose principal address is 161 SW Flagler Avenue, Stuart, Florida, (lessee).

WITNESSETH:

In consideration of \$10.00, in hand paid, and the mutual promise, covenants and considerations herein contained, to be kept, and performed by each of the parties hereto, the parties agree to extend the Lease Agreement dated February 27, 2012, as follows:

TERM

The term, obligations to pay rent, rights to occupy and other provisions concerning the leased premises, shall be extended to February 27, 2020, unless otherwise extended or terminated.

ALL OTHER TERMS AND CONDITIONS OF THE LEASE AGREEMENT DATED FEBRUARY 27, 2012 SHALL REMAIN UNCHANGED.

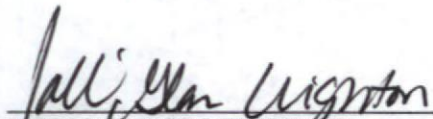
This lease may be modified or amended only by written instrument, duly authorized and executed by both parties.

Wherefore, the parties have hereunto affixed the hands and seals as of this 9th day of March, 2015.

IN WITNESS WHEREOF, the parties have signed on the day, month and year aforesaid.

CITY OF STUART, FLORIDA:

**LESSEE:
STUART HERITAGE, INC:**


KELLI GLASS LEIGHTON
MAYOR

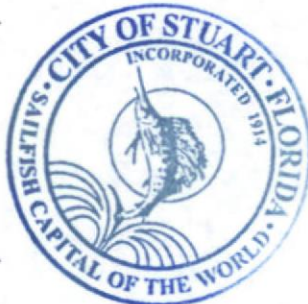

TOLEY ENGBRETSEN
PRESIDENT

APPROVED AS TO FORM AND CORRECTNESS


MICHAEL J. MORTELL
CITY ATTORNEY

ATTEST:


CHERYL WHITE
CITY CLERK



Sec. 2-255. - Long-term lease or conveyance of waterfront property; subject to approval at referendum.

The city commission shall not convey or lease for more than ten years (including options to renew) any interest in real property owned or controlled by the city, if it or any contiguous parcel has frontage on the St. Lucie River or on a tidal creek, unless the proposed conveyance or lease is first approved by public referendum using the procedure started in charter section 9.04 for vacating public streets providing water access.

(Ord. No. 2450-2020, § 1(Att. A), 9-28-2020)



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

RESOLUTION NUMBER 124-2023

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART AUTHORIZING THE MAYOR
TO PLACE STUART HERITAGE ON A REFERENDUM
FOR A LONG-TERM LEASE, PROVIDING AN
EFFECTIVE DATE AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the Board of the Stuart Heritage Museum would like to continue its relationship with Stuart and is seeking an extension to its lease.

WHEREAS, the city is required to have a referendum in order to extend the lease.

WHEREAS, upon adoption of the resolution authorizing staff to submit the issue to referendum, an additional agenda item will return which will include the adoption of the ballot language.

WHEREAS, the actual lease with Stuart Heritage will be separate from the referendum and ballot.

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 shall prepare ballot language for the referendum to lease the property at 161 SW Flagler Avenue for more than 10 years.

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

Resolution No. 124-2023
Authorization to place Stuart Heritage on a referendum

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion
was seconded by _____ 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
Y			
Y			
Y			
Y			
Y			

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

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

Meeting Date: 12/11/2023

Prepared by: Mary Kindel

Title of Item:

ADVISORY BOARD MEMBER APPOINTMENTS / RATIFICATION TERMS (RC):

RESOLUTION No. 121-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPOINTING AND RATIFYING THE MEMBERSHIP OF THE ADVISORY BOARD MEMBERS AND ADOPTING THE MEMBER TERMS FOR THE 2024 CALENDAR YEAR; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Each Commissioner is responsible for appointing a representative to each advisory board. The City Commission as a whole ratifies the individual appointments of each commissioner. The LPA and CRB has two additional positions which are recommended by staff and referred to as "At Large" positions.

The City of Stuart manages six Advisory Boards; Community Redevelopment Agency, Community Redevelopment Board, Board of Adjustment, Local Planning Agency, Stuart Independent Review Board, and the East Stuart Historical Advisory Committee; and Section 2-84 of the Code of Ordinances states that appointments to membership on standing City boards shall be made by the City Commission. Each Commissioner shall select an appointment for each board, which is to be ratified by the entire Commission; and the terms of the Advisory Board members shall be in effect from January 1, 2024 through December 31, 2024.

Funding Source:

N/A

Recommended Action:

Motion to approve 2023 Advisory Board Members as listed.

ATTACHMENTS:

1. R121-2023 Advisory Board Ratification Terms
2. Exhibit A - Advisory Board Spreadsheet 2024



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

RESOLUTION NUMBER 121-2023

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA, APPOINTING
AND RATIFYING THE MEMBERSHIP OF THE
ADVISORY BOARD MEMBERS AND ADOPTING
THE MEMBER TERMS FOR THE 2024 CALENDAR
YEAR; PROVIDING AN EFFECTIVE DATE; AND
FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the City of Stuart manages six Advisory Boards; Community Redevelopment Agency, Community Redevelopment Board, Board of Adjustment, Local Planning Agency, Stuart Independent Review Board, and the East Stuart Historical Advisory Committee; and

WHEREAS, Section 2-84 of the Code of Ordinances states that appointments to membership on standing City boards shall be made by the City Commission. Each Commissioner shall select an appointment for each board, which is to be ratified by the entire Commission; and

WHEREAS, the terms of the Advisory Board members shall be in effect from January 1, 2024 through December 31, 2024; and

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

SECTION 1: The City Commission hereby appoints/ratifies the board members for the term of January 1, 2024 to December 31, 2024 as attached hereto as **Exhibit “A”** and authorizes the City Clerk to coordinate the appointees and necessary orientations for new board members.

SECTION 2: Effective Date. This Resolution shall take effect on January 1, 2024.

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 11th day of December, 2023.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

2024 Advisory Boards

Board of Adjustment					
Member	Term Expires	Commission Liaison	Notes	Phone	Email
Kristin Stanley	12/31/2024	Becky Bruner	also SIRB member	630-774-6525	kristinbusinessbroker@gmail.com
Werner Bols	12/31/2024	Troy McDonald		772-781-4414	wernerbols@hotmail.com
Christina Vogl	12/31/2024	Campbell Rich		772-529-2588	christina@voglarchitects.com
Sean Reed	12/31/2024	Christopher Collins		772-209-1060	sean@reedchildcarecenter.com
Claire Y. Nash Ph.D.	12/31/2024	Eula Clarke		901-229-3563	claireynash@gmail.com
Community Redevelopment Agency		Quorum - Min. 4			
Member	Term Expires	Commission Liaison	Notes	Phone	Email
Nikolaus Schroth	12/31/2024	Becky Bruner	also CRB member	772-403-3752	nschroth@ci.stuart.fl.us
Tom Campenni	12/31/2024	At Large	also CRB member	772-341-7455	tcampenni@ci.stuart.fl.us
Planning Advisory Board / Local Planning Agency Quorum - Min. 4					
Member	Term Expires	Commission Liaison	Notes	Phone	Email
Ryan Strom	12/31/2024	At Large	Term Limit - 6 Years Remaining	772-781-1616	rstrom@ci.stuart.fl.us
Kelly Laurine	12/31/2024	At Large	Term Limit - 8 Years	571-334-7723	klaurine@ci.stuart.fl.us
William Mathers	12/31/2024	Becky Bruner		772-287-0525	mathers@ci.stuart.fl.us
Laura Giobbi	12/31/2024	Christopher Collins		203-524-5702	lgiobbi@ci.stuart.fl.us
Sean Forbes	12/31/2024	Campbell Rich		772-631-7586	sforbes@ci.stuart.fl.us
VACANT	12/31/2024	Troy McDonald			
Margaret A. Bromfield	12/31/2024	Eula Clarke		772-307-2303	mbromfield@ci.stuart.fl.us
Community Redevelopment Board		Quorum - Min. 4			
Member	Term Expires	Commission Liaison	Notes	Phone	Email
Mark Brechbill	12/31/2024	At Large	8 Yr. Term Limit	772-631-4800	mbrechbill@ci.stuart.fl.us
Tom Campenni	12/31/2024	At Large	8 Yr. Term Limit; also CRB member	772-3417455	tcampenni@ci.stuart.fl.us
Chris Lewis	12/31/2024	Eula Clarke		772-215-4174	clewis@ci.stuart.fl.us
Bonnie Moser	12/31/2024	Campbell Rich		863-447-9998	bmoser@ci.stuart.fl.us
Frank McChrystal	12/31/2024	Christopher Collins		772-285-1971	fmcchrystal@ci.stuart.fl.us
Andy Noble *NEW	12/31/2024	Troy McDonald			
Nikolaus Schroth	12/31/2024	Becky Bruner	also CRA member	772-403-3752	nschroth@ci.stuart.fl.us
Stuart Independent Review Board		Quorum - Min. 3			
Member	Term Expires	Commission Liaison	Notes	Phone	Email
Helen McBride	12/31/2024	Campbell Rich		305-331-8299	helenbmcbr@icloud.com
Kristen Stanley	12/31/2024	Becky Bruner	also BOA member	630-774-6525	kristinbusinessbroker@gmail.com
Pearlie B. Clark	12/31/2024	Eula Clarke		772-214-6604	pearlclark2917@comcast.net
"Dee" Diane C. Gusch	12/31/2024	Christopher Collins		203-895-5116	ctintampa@gmail.com
Anita Concoves	12/31/2024	Troy McDonald		772-215-9377	acocoves1329@gmail.com
East Stuart Historical Committee		Quorum - Min. 4			
Member	Term Expires	Commission Liaison	Notes	Phone	Email
Joseph Cooper	12/31/2024	Troy McDonald		954-239-7090	gagroup@me.com
Betty Brinkley	12/31/2024	Becky Bruner		772-285-4491	brinkleybetty49@gmail.com
Kimberly McHardy Grant	12/31/2024	Eula Clarke		850-590-6844	kgrant611@gmail.com
Albert Brinkley	12/31/2024	Christopher Collins		772-288-3775	cjcollins83@gmail.com
Charlene Thompson	12/31/2024	Campbell Rich		772-634-2404	tcharlene59@gmail.com
Phillip Harvey	12/31/2024	Tom Campenni		772-238-0629	p.harvey57@yahoo.com
Faye James	12/31/2024	Nikolaus Schroth		772-418-3006	jamesfaye5@gmail.com

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

Meeting Date: 12/11/2023

Prepared by: Mary Kindel

Title of Item:

APPOINTMENTS OF CITY COMMISSIONERS TO COMMUNITY BOARDS

Summary Explanation/Background Information on Agenda Request:

There are currently eight community boards, two of said boards have two appointments. As a result, there are currently 10 positions to be filled by the City Commissioners. Each year, the City Commission appoints individual Commissioners best suited to serve and attend meetings on behalf of the City.

It is recommended that all Commissioners serve on at least one board and then the City Commission decide which Commissioners are best suited to represent the City for the remaining positions. In the past, the City Commission has addressed each position individually during deliberation but the ratification of the appointments can be done with one vote of the Board.

As the City representative, the serving Commissioner typically provides updates during public meeting comments.

Funding Source:

N/A

Recommended Action:

Move approval of the board appointments.

ATTACHMENTS:

1. Commission Board Appointments 2024 Draft

2024 COMMISSION BOARD MEMBERSHIP			
BOARD	2023 MEMBER	2024 MEMBER	MEETINGS
Airport Noise Advisory Committee	Eula Clarke		Quarterly (1/25, 4/25, 7/25, and 10/24/2024) - 10 AM Aiport Maint. Bldg Conference Room, Flying Fortress Way
Arts Council	Becky Bruner		Quarterly (1/10, 4/10, 7/10, 10/9) - Courthouse Cultural Center; Contact: Nancy Turrell, nturrell@martinarts.org
Business Development Board (BDB)	Troy McDonald		2nd Wed. every month at 8:30 AM - Wolf Tech. Center IRSC Chastain Campus; Contact: Lynn Smith, Lynn@bdbmc.org
Metropolitan Planning Organization (MPO)	Christoper Collins / Troy McDonald		3rd Mon. every month at 9 AM - MC Commission Chambers; or as scheduled; Contact: Beth Beltran, bbeltran@martin.fl.us
Tourist Development Council (TDC)	Christopher Collins		3 PM on 1/10, 3/20, 5/8, 7/10, 9/18, and 11/6/2024 MC Commission Chambers; Contact: Donna Gordon, dgordon@martin.fl.us
Treasure Coast Council of Local Governments (TCCLG)	Campbell Rich		1st Wed. every month at 10 AM - St. Lucie County Admin Annex; Contact: Patricia Christensen, pchristensen@tcrlc.com
Treasure Coast Regional League of Cities (TCRLC)	Campbell Rich / Alt: Becky Bruner		3rd Wed. every month at 10 AM - Chamber of Commerce in St. Lucie County; Contact: Teri Barenborg, teri.barenborg@indianriverschools.org
Treasure Coast Regional Planning	Eula Clarke (Voting Member 2021-2023) Alternate: Sewall's Point		3rd Fri. every month at 9:30 AM - Wolf Tech. Center IRSC Chastain Campus; Contact: Donna Gordon, dgordon@martin.fl.us

Revised: 11/22/2023
Commission Board Appointments

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

Meeting Date: 12/11/2023

Prepared by: Michael Mortell

Title of Item:

STATUS OF PROPERTY LOCATED AT 400 SW FEDERAL HIGHWAY

Summary Explanation/Background Information on Agenda Request:

The lease on the City property located at 400 SW Federal Highway expired. Code of Ordinance Sec. 2-255 requires that any long term lease or conveyance of city-owned waterfront property is subject to approval at referendum.

Funding Source:

N/A

Recommended Action:

Discuss the next step.

ATTACHMENTS:

1. Code of Ordinance Referendum Language

Sec. 2-255. - Long-term lease or conveyance of waterfront property; subject to approval at referendum.

The city commission shall not convey or lease for more than ten years (including options to renew) any interest in real property owned or controlled by the city, if it or any contiguous parcel has frontage on the St. Lucie River or on a tidal creek, unless the proposed conveyance or lease is first approved by public referendum using the procedure started in charter section 9.04 for vacating public streets providing water access.

(Ord. No. 2450-2020, § 1(Att. A), 9-28-2020)