



A G E N D A

**SPECIAL MEETING OF THE STUART CITY COMMISSION
COMMUNITY REDEVELOPMENT AGENCY AND
COMMUNITY REDEVELOPMENT BOARD**

**TO BE HELD October 26, 2020
AT 4:30 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

CITY COMMISSION

**Mayor Michael J. Meier
Vice Mayor Eula R. Clarke
Commissioner Becky Bruner
Commissioner Merritt Matheson
Commissioner Troy McDonald**

COMMUNITY REDEVELOPMENT AGENCY

**Chairperson - Michael J. Meier
Vice Chairperson - Eula R. Clarke
Board Member - Becky Bruner
Board Member - Merritt Matheson
Board Member Troy McDonald
Ex Officio Board Member - Tom Campenni
Ex Officio Board Member - Pete Walson**

COMMUNITY REDEVELOPMENT BOARD

**Chairman - Frank Wacha
Vice Chairman - Nathan Ritchey
Board Member - Faye James
Board Member - Tom Campenni
Board Member - Pete Walson
Board Member - Katie Makemson
Board Member - Chris Lewis**

ADMINISTRATION

**City Manager, David Dyess
City Attorney, Michael Mortell
City Clerk, Mary R. Kindel
Development Director, Kevin Freeman**

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

1. THIS MEETING WILL BE A HYBRID IN PERSON/REMOTE MEETING.

In Person: City Hall can accommodate a small number of citizen participants.

Teleconference: Citizens can attend from the comfort of their home via telephone, computer, laptop, tablet or smartphone. Click the below link or call the below phone number to attend.

The City reserves the right to revoke anyone's virtual attendance for cause, just as the sergeant at arms would at an in person meeting.

JOIN MEETING: By Device - <https://us02web.zoom.us/j/89250060742>

If you wish to speak during public comment, click raise hand at bottom of window. Your microphone will be unmuted when you are called to speak. Your microphone will be deactivated once you have completed your comment.

By Telephone - Meeting ID: 89250060742

Dial In numbers:

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+1 646 558 8656 US

+1 253 215 8782 US

+1 301 715 8592 US

If you wish to speak during public comment press *9 to raise your hand. You will be called by your partially displayed phone number so please listen for that number. The host will lower your hand and mute your line after speaking.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

2. MEETING DECORUM PRESENTATION

COMMUNITY REDEVELOPMENT AGENCY

3. AMENDMENT TO DOWNTOWN STUART OUTDOOR DINING PROGRAM (RC):

RESOLUTION No. 09-2020 CRA; A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, AMENDING THE DOWNTOWN OUTDOOR DINING PROGRAM MASTER PLAN, DEFINING OUTDOOR DINING (SEATING), ESTABLISHING SATURATION LEVEL OF PARKING SPACES DEDICATED TO OUTDOOR DINING; AND PROVIDING GUIDELINES AND REGULATIONS FOR OUTDOOR DINING PROGRAM; PROVIDING FOR CONFLICTS; SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

4. MURAL MATCHING GRANT AGREEMENT BETWEEN THE CRA AND THE DEHON BUILDING INVESTORS, LLC. (RC):

RESOLUTION No. 11-2020 CRA; A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE BOARD CHAIR TO EXECUTE AN AGREEMENT BETWEEN THE STUART COMMUNITY REDEVELOPMENT AGENCY AND DEHON BUILDING INVESTORS, LLC., FOR A MURAL MATCHING GRANT IN THE AMOUNT OF \$3,000 TO INSTALL MURAL ON THE EXTERIOR EASTERN WALL OF THE DEHON BUILDING; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

5. INTER-LOCAL AGREEMENT WITH TREASURE COAST REGIONAL PLANNING COUNCIL (RC):

RESOLUTION No. 12-2020 CRA; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN COMMUNITY REDEVELOPMENT AGENCY AND THE TREASURE COAST REGIONAL PLANNING COUNCIL FOR THE PROVISION OF CONDUCTING ANALYSIS OF EXISTING INFRASTRUCTURE AND DEVELOPING A MASTER PLAN FOR POTENTIAL REDEVELOPMENT IN THE PROPOSED GATEWAY TRIANGLE DISTRICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CITY COMMISSION

CONSENT CALENDAR

ORDINANCES

COMMUNITY REDEVELOPMENT BOARD

ADJOURNMENT

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Joint CCM/CRA/CRB**

Meeting Date: 10/26/2020

Prepared by: David Dyess, City Manager

Title of Item:

THIS MEETING WILL BE A HYBRID IN PERSON/REMOTE MEETING.

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Summary Explanation/Background Information on Agenda Request:

Funding Source:

Recommended Action:

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Joint CCM/CRA/CRB**

Meeting Date: 10/26/2020

Prepared by: Mary Kindel, City Clerk

Title of Item:

MEETING DECORUM PRESENTATION

Summary Explanation/Background Information on Agenda Request:

The City Clerk will provide a brief presentation titled "Meeting Decorum; Moderating Meeting Disruptions". This presentation will review suggestions on how boards should handle various disruptions during public meetings, both in person and virtually.

Funding Source:

N/A

Recommended Action:

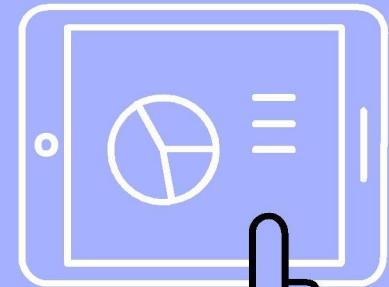
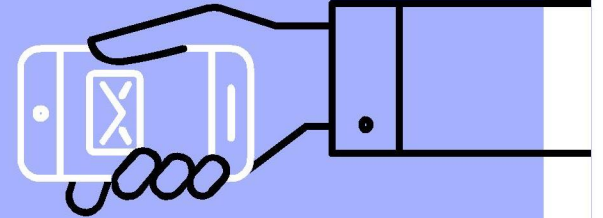
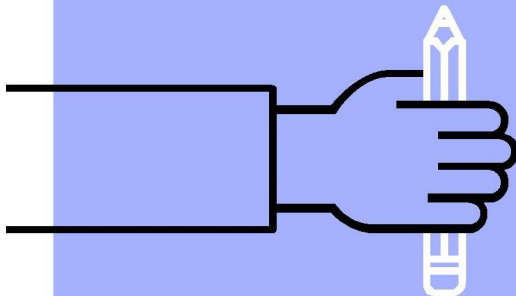
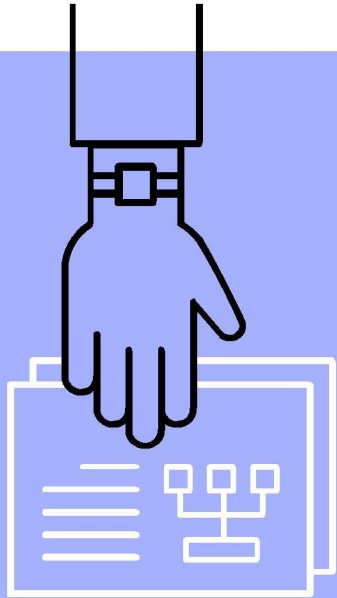
N/A

ATTACHMENTS:

Description	Upload Date	Type
□ Meeting Decorum Presentation	10/16/2020	Presentation

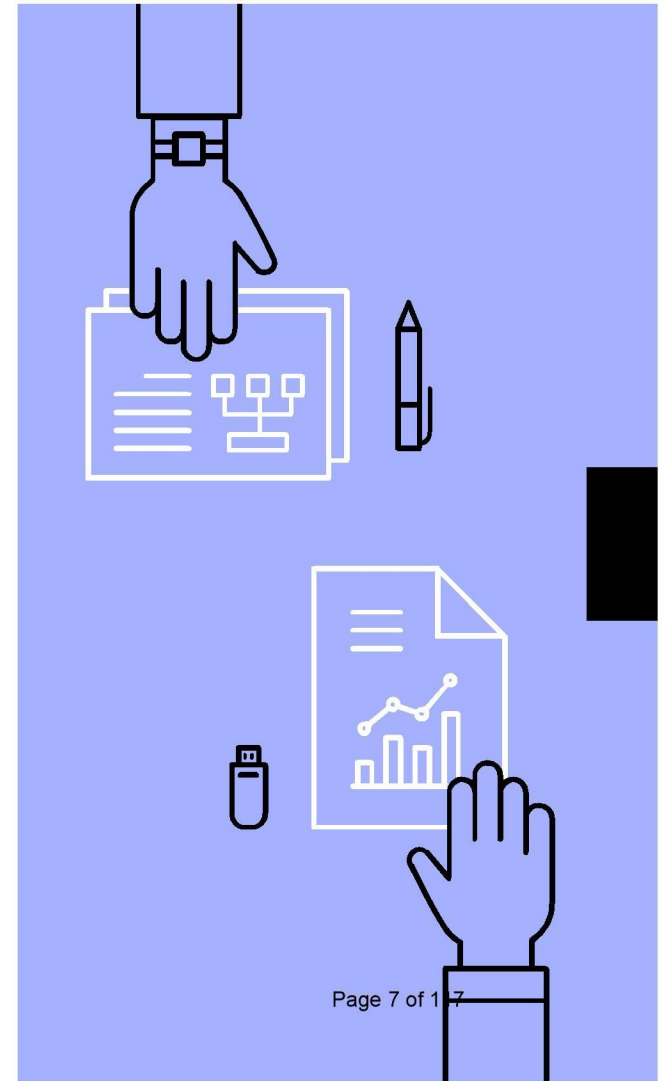
MEETING DECORUM

MODERATING MEETING DISRUPTIONS



COMMISSION MEETINGS AND ADVISORY BOARD MEETINGS

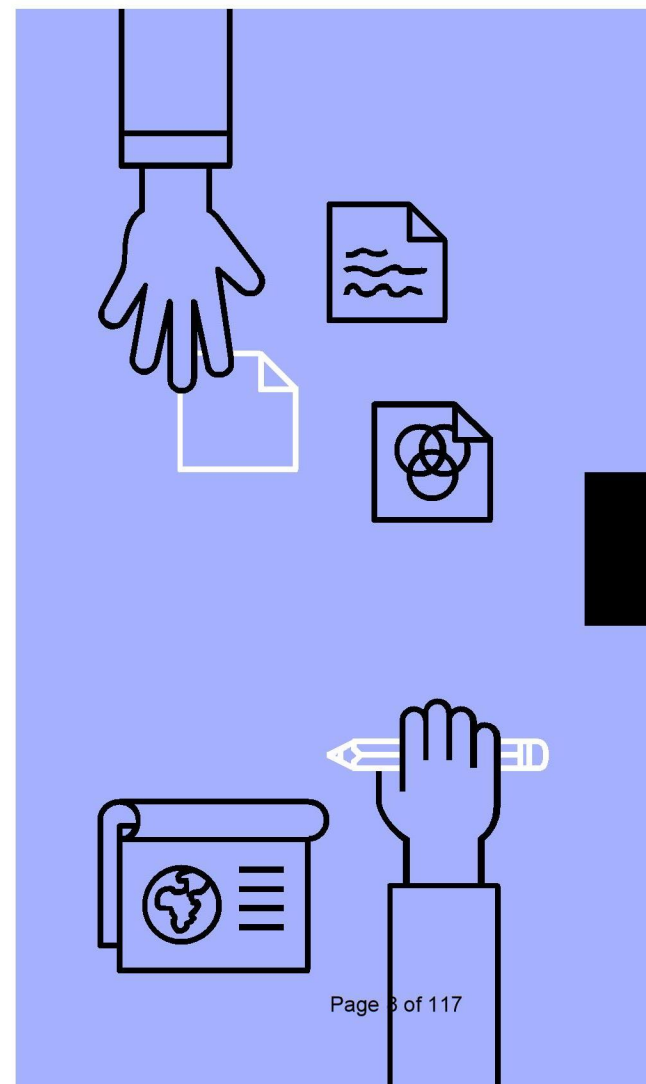
- Open to the Public
- Public Comment
- In Person
- Zoom Telecommunications



Definitions

- ▷ **“Disruptive conduct”** includes addressing the commission or board without first being recognized; not addressing the subject before the board; repetitiously addressing the same subject, shouting at or threatening the members of the commission or board in a manner which makes it difficult or impossible to maintain decorum, or which places the members of the board in fear for their lives or safety or safety of other persons in attendance of the meeting; failing to relinquish the podium when requested to do so, or otherwise preventing the meeting from continuing in an orderly manner.
- ▷ **“Sergeant at Arms”** for a public meeting is an official of a legislative assembly whose duty includes maintaining order and security.

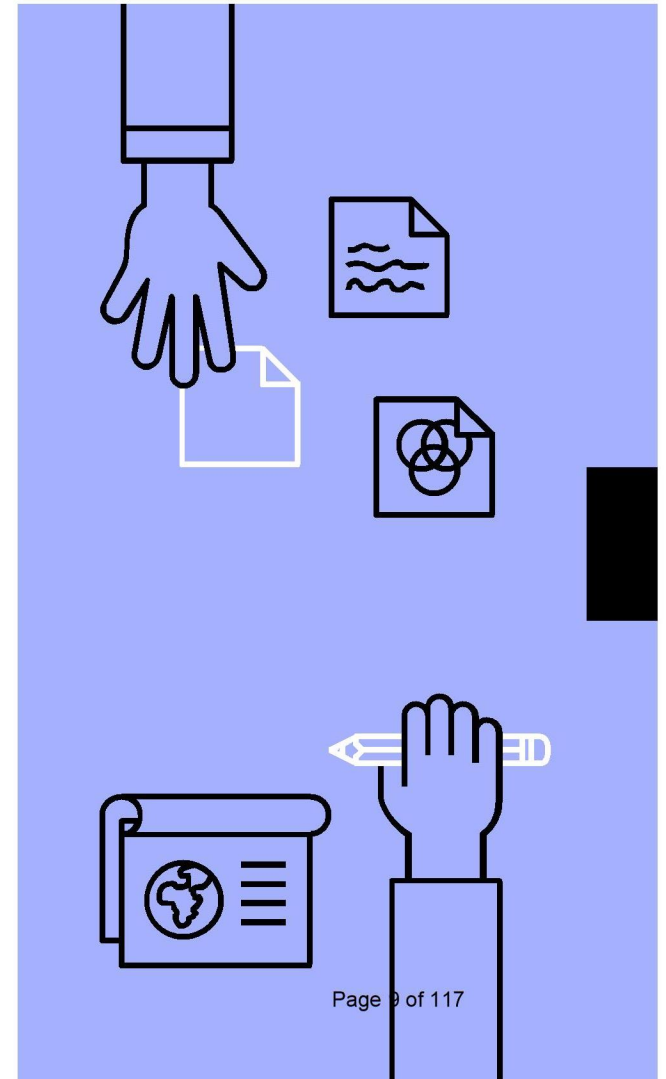
10262020 JT CRA CRB



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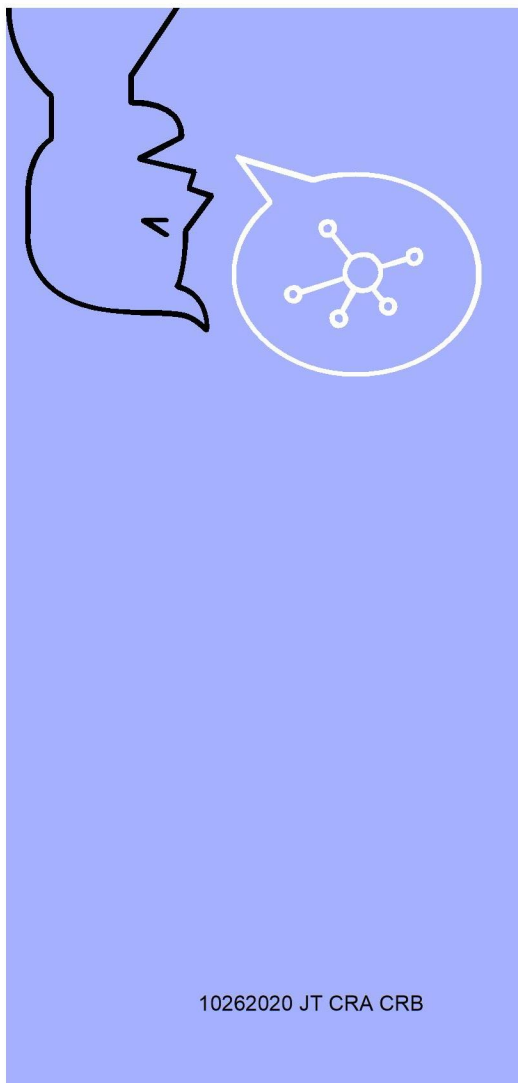
- ▷ “**Willful disruption**” of a public meeting shall mean persistent disruptive conduct, after a verbal warning has been issued by the presiding officer; or conduct which is violent and which immediately jeopardizes the public health and safety.
- ▷ “**Civility**” is caring about one's identity, needs 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.

10262020 JT CRA CRB



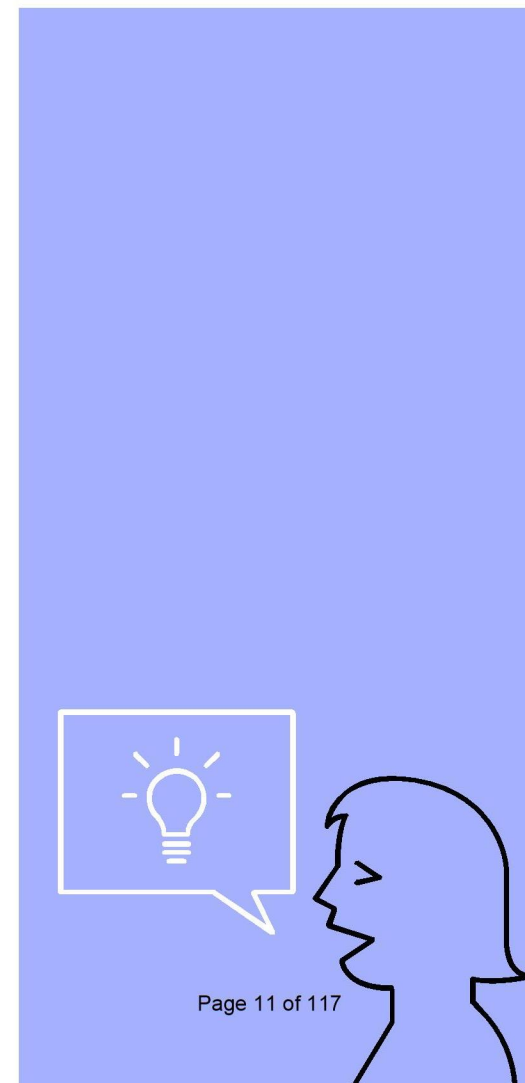
“





BALANCING THE FIRST AMENDMENT AT PUBLIC MEETINGS

When “public comment” is offered during an open meeting, a citizen may exercise their First Amendment rights. The government may not silence speakers on the basis of their viewpoint or the content of their speech.



Public Comment & Motions

- ▶ **Prior** to a Motion, and at the **discretion** of the Chair, public comments **may** be heard for discussion purposes. (Not necessary)

AND AGAIN...

- ▶ Before Motion vote is called, Public Comment **must** be offered.
- ▶ Pros & Cons
 - input prior to motion
 - prolonged meetings
 - increased frustration; person not to speak twice on same topic.

Robert's Rules
of Order

"I move that..."

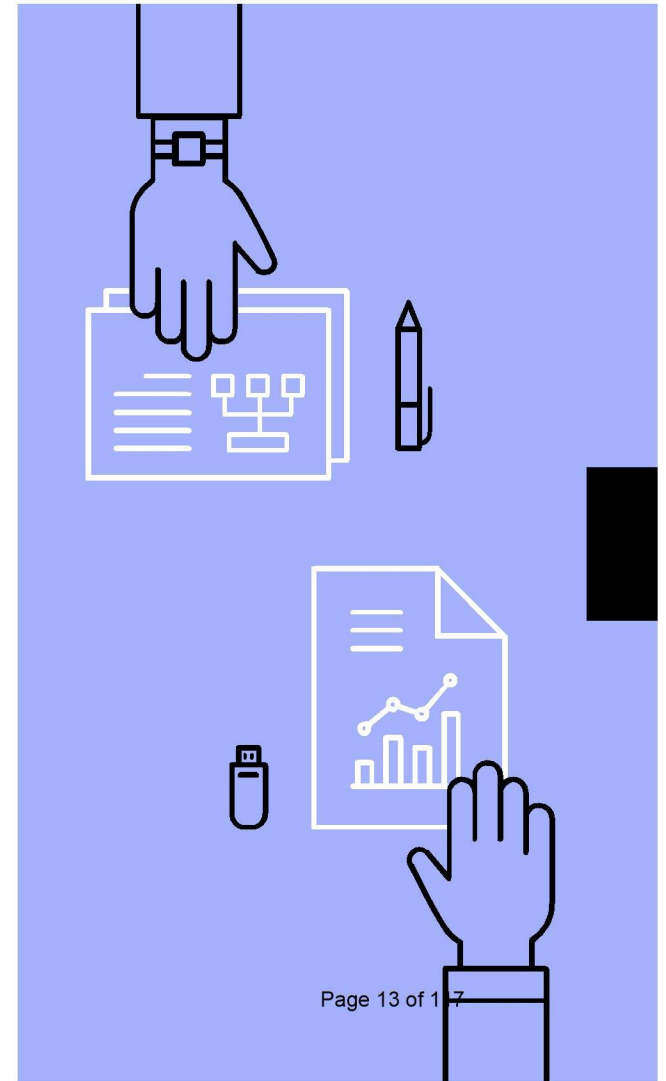
"I propose that..."

"Second"

Parliamentary
Procedure

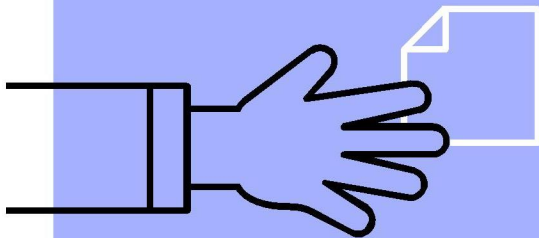
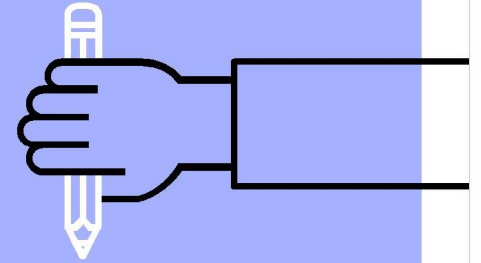
Public Comment Guidelines

- ▶ Be consistent.
- ▶ Keep public comment to the 5-minute maximum for all.
- ▶ Comments only; this is not a time to debate or participate in a question and answer exchange.



HOW TO HANDLE MEETING DISRUPTIONS

Let's start with "In Person"

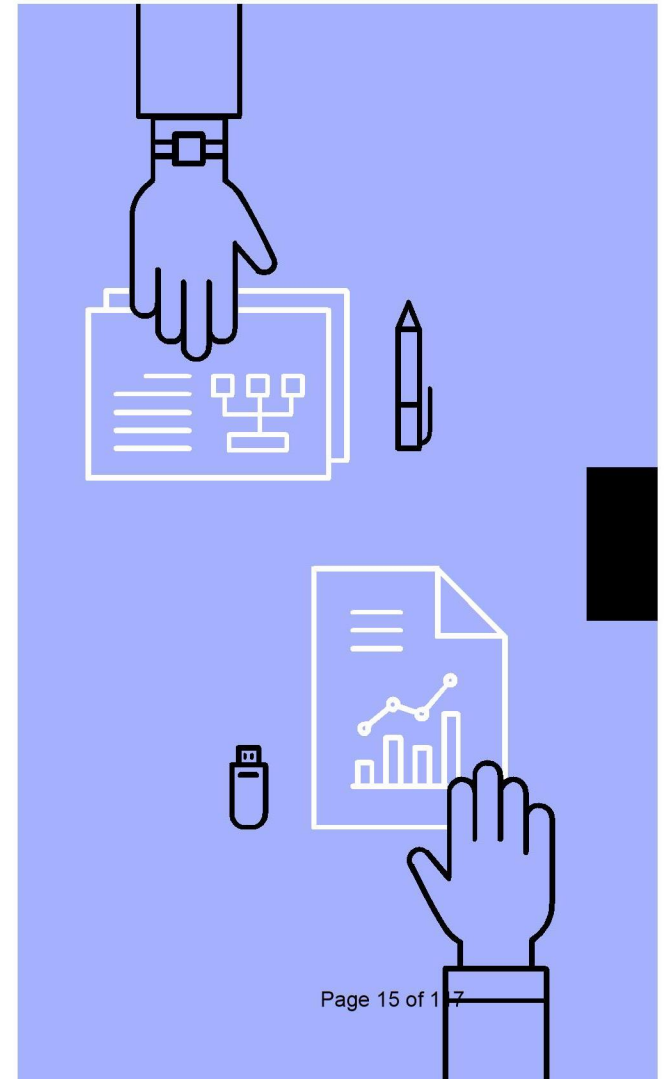


DISRUPTION OCCURS, NOW WHAT?

- ▶ Above all – keep your **cool**!
- ▶ Chair to immediately **STOP** the meeting by calling a brief **recess**. A recess will provide you time to gather your thoughts.
- ▶ Following the recess, Chair must immediately **address the situation** among fellow board members and the audience.
- ▶ **Apologize** for the disruption/offensiveness.

“On behalf of the City of Stuart/Board, we are sorry for the disruption...”

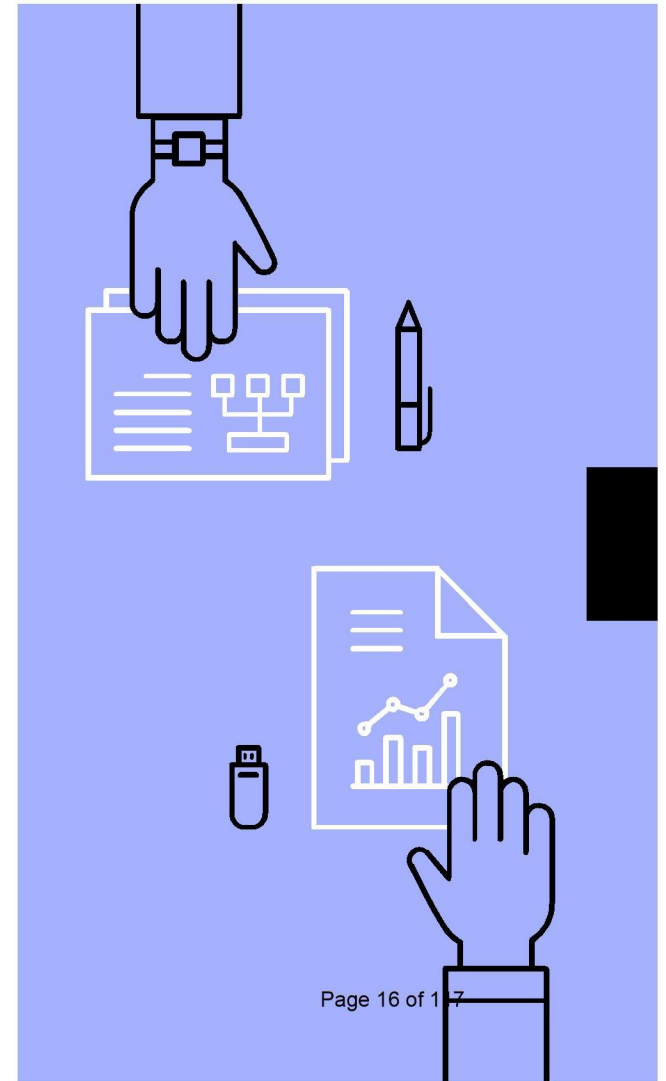
10262020 JT CRA CRB



IF BULLYING, INTIMIDATION, OR THREATENING ACTION OCCURS

- ▶ Politely remind the person of the **civility policy** and ask them to save their comments until the **end** of meeting.
- ▶ Sergeant of Arms may **escort** the person out.
- ▶ Call **authorities**.
- ▶ Last resort – **suspend** the meeting.

ACTIVE THREAT, **CALL 911**



Behaviors to Actions

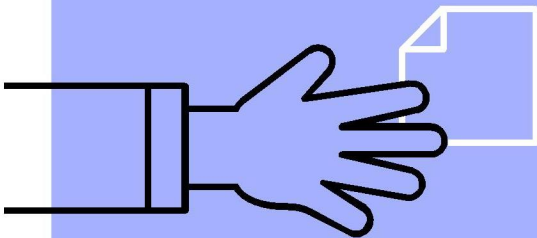
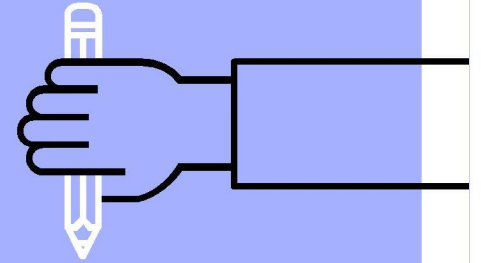
BEHAVIOR	Disruptive ▶ Bullying, Intimidation ▶ Losing Composure, Angry ▶ Threatening ▶ An Active Threat!
RISK LEVEL	SAFE, BUT DISRUPTIVE SAFETY MAY BE AT RISK SAFETY <u>IS</u> AT RISK!
ACTION	MTG FACILITATION CALL NON-EMERGENCY NO. CALL 911, END MTG RESPOND



10262020 JT CRA CRB

HOW TO HANDLE MEETING DISRUPTIONS

Let's Zoom!



Zoom

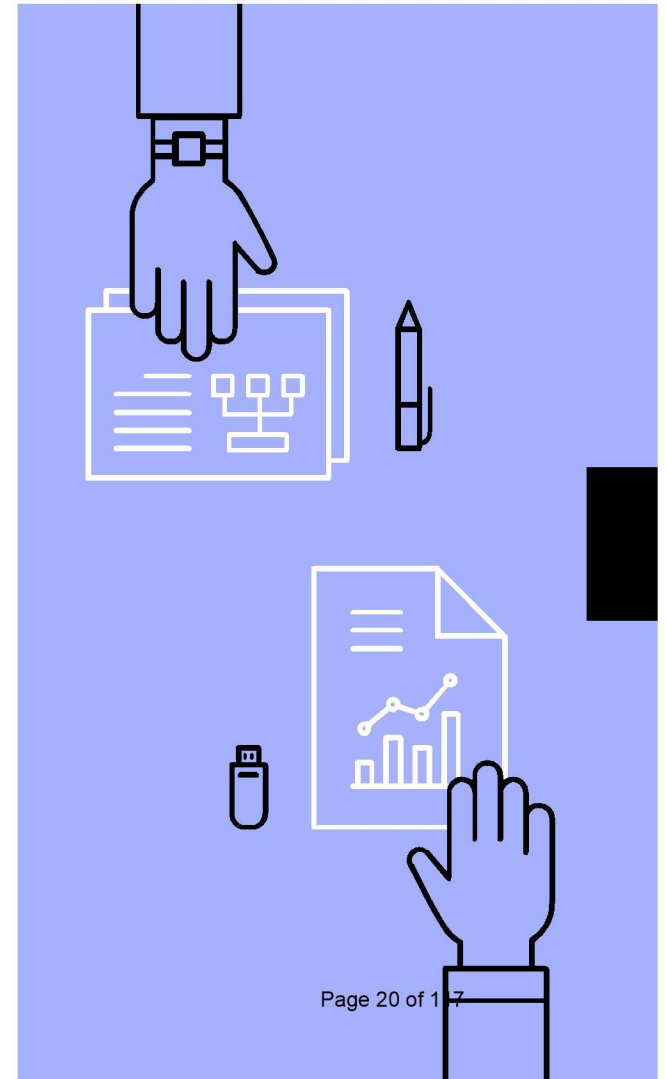
- ▶ Keep your **cool**!
- ▶ Immediately **STOP** the meeting by calling a brief **recess**. A recess will provide you time to gather your thoughts.



ZOOM DISRUPTION

- ▶ Following the recess, Chair must immediately **address the situation** among fellow board members and the audience.
- ▶ **Apologize** for the disruption or any offensive behavior/comments.
- ▶ Remind audience of the **open government** meetings and that people are **not restricted** from logging into the meeting via ZOOM.

Suggested statement: *“On behalf of the City of Stuart Commission/Board, we are sorry for the disruption (name the incident that occurred).”*

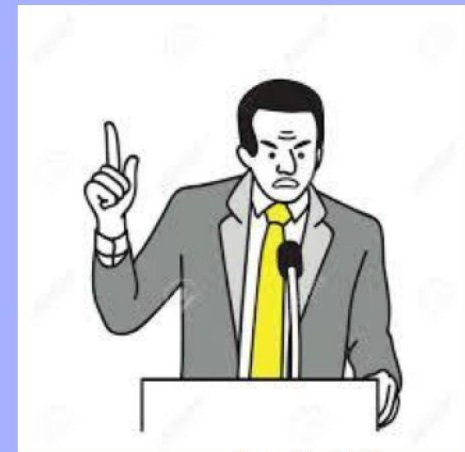


BE PREPARED



10262020.JT.CNA

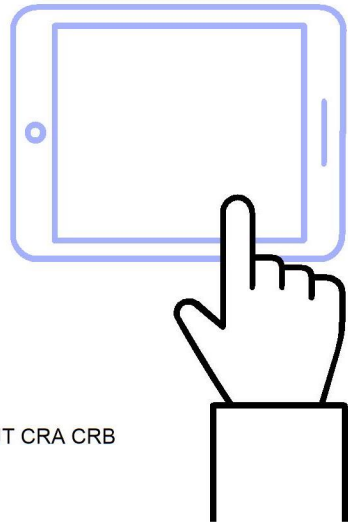
A MEETING
DISRUPTION
CAN HAPPEN
AT ANY TIME



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Zoom Telecommunications

The City of Stuart is happy to offer Zoom Telecommunications as an additional resource to increase government transparency and convenience for its residents. Zoom Public Meeting links are available on meeting agendas and the City's website at www.CityofStuart.us



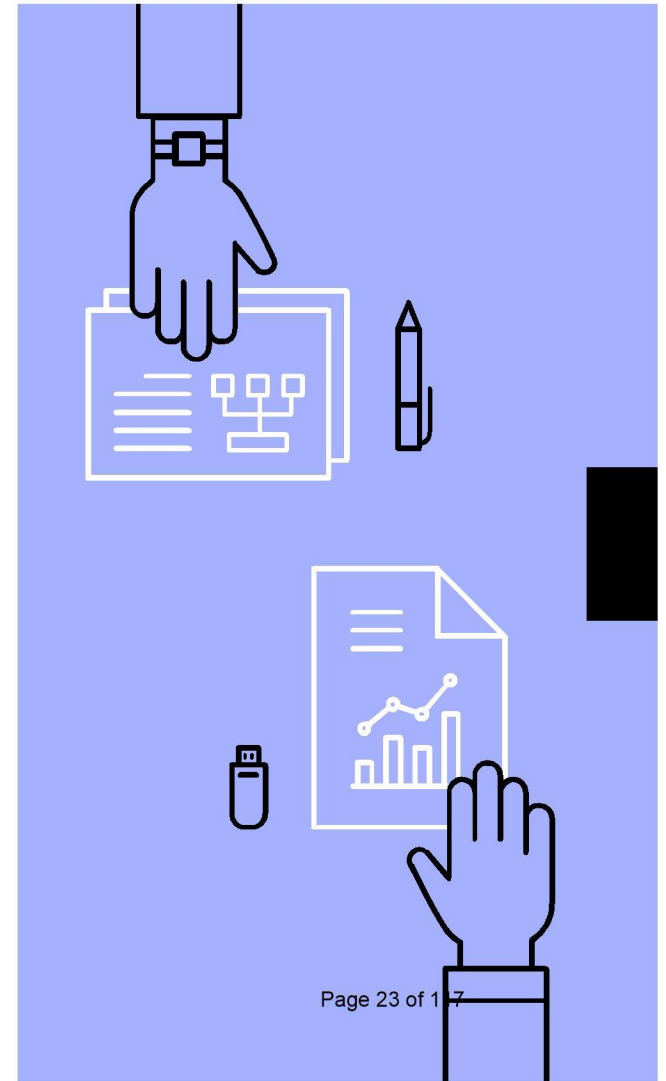
10262020 JT CRA CRB



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REFERENCES

- ▶ Quality Cities Publication, Moderating Public Comment by Scott C. Paine
- ▶ Disruption of Public Meetings, Highland, CA
- ▶ Making a Safe Space: Spectrum of Disruption & Incivility, Washington County
- ▶ Freedom Forum Institute



CITY OF STUART, FLORIDA AGENDA ITEM REQUEST Joint CCM/CRA/CRB

Meeting Date: 10/26/2020

Prepared by: Pinal Gandhi-Savdas

Title of Item:

AMENDMENT TO DOWNTOWN STUART OUTDOOR DINING PROGRAM (RC):

RESOLUTION No. 09-2020 CRA; A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, AMENDING THE DOWNTOWN OUTDOOR DINING PROGRAM MASTER PLAN, DEFINING OUTDOOR DINING (SEATING), ESTABLISHING SATURATION LEVEL OF PARKING SPACES DEDICATED TO OUTDOOR DINING; AND PROVIDING GUIDELINES AND REGULATIONS FOR OUTDOOR DINING PROGRAM; PROVIDING FOR CONFLICTS; SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Community Redevelopment Board

The proposed amendments was presented to the Community Redevelopment Board on October 6, 2020. The CRB voted 5-1, with 1 member absent, recommending approval of the proposed amendments to the Downtown Outdoor Dining Program. Mr. Chris Lewis expressed concerned allocating area for the outdoor dining program at the expense of parking space in downtown.

History

On February 27, 2012, the Community Redevelopment Agency approved the "Downtown Stuart Outdoor Seating Strategy" as a pilot program, which allowed for parking spaces to be utilized for Outdoor Dining (Seating) Program in the downtown area.

On February 27, 2017, the Community Redevelopment Agency Board approved the Outdoor Dining Master Plan as shown in "Exhibit 2", which identified existing and proposed dining area immediately adjacent to an existing restaurant/food service establishments. The Master Plan shows that 8% (19 parking spaces) of the total available parking spaces (233) between SW Colorado Avenue and SW St Lucie Avenue were dedicated for the Outdoor Dining Program.

Summary

Currently, there are 13 parking spaces occupied for outdoor dining area by food establishments (Exhibit 2). The remaining 6 parking spaces shown on the Master Plan have yet to be built out. Those parking spaces are adjacent to Riverwalk Café (2), Sneaki Tiki (1), Black Marlin (2) and Kilwins (1). They are shown on the map for demonstrative purpose until formal licenses have been executed.

Since the master plan was approved, the designated area for the outdoor dining program gained additional 14 parking spaces after the completion of the Downtown Streetscape Improvements Project and we expect to gain additional 9 parking spaces when the streetscape improvements along SW Seminole Street is completed.

There will be a total of 23 (= 14 + 9) additional parking spaces within the Outdoor Dining Program boundary.

If we continue to limit the outdoor dining area to 8% for the existing 247 parking spaces, we can allocate 20 parking spaces for the program and upon completion of the Seminole streetscape project, there will be a total of 256 (= 247 + 9) parking spaces within the boundary so we can designate 21 parking spaces for the program. This will result in a net increase in available parking even after dedicating spaces for the Outdoor Dining Program

We have a request from Rick Wilson from The Gafford to install permanent outdoor dining in two parking spaces on SW Osceola Street adjacent to their establishment. On the Master Plan, they were approved one parking space for outdoor dining on SW Flagler Avenue but they prefer to provide outdoor dining experience on SW Osceola Street. Therefore, they gave their designated spot to Luna's and currently there is one parking space allocated for outdoor dining in front of Luna's on SW Flagler Avenue.

Staff is requesting that the remaining 7 parking spaces for the Outdoor Dining Program be assigned on the first-come first-served basis pursuant to the program requirements. If there is no available spaces, a waiting list will be maintained by staff. As soon as space becomes available, the first establishment on the list must enter into an license agreement or be removed from the list.

Currently, the establishments pay a monthly rent for the use of the right-of-way for the Outdoor Dining Program. The City generates a revenue of approximately \$18,000 annually (\$1,500 monthly). The remaining 7 parking spaces has a potential to generate additional revenue of \$10,000 annually.

Staff is requesting the board to consider the following amendments to the existing Outdoor Dining Program:

- Limit Outdoor Dining Program to 8% of the parking spaces within the Outdoor Dining Program boundary map attached as Exhibit 3.
- Limit the program to 2 parking spaces per food establishment.
- The available spaces be assigned on the first come first served basis and maintain a waiting list if there are no more available spaces.
- Allow outdoor dining to occur on sidewalk where there is adequate width to allow pedestrians to pass by tables and accommodate sidewalk dining.
- Require a minimum of 6-foot potted planters at the perimeter of the deck.
- Comply with all other conditions in the license agreement.

-

Funding Source:

N/A

Recommended Action:

Motion to approve Resolution No. 09-2020.

ATTACHMENTS:

Description	Upload Date	Type
▢ A1. Res 09-2020 Outdoor Dining Program	9/18/2020	Resolution add to Y drive
▢ A2. Exhibit 1 - Downtown Stuart Outdoor Seating Strategy	9/18/2020	Exhibit
▢ A3. Exhibit 2 - Approved Outdoor Dining Program Master Plan (2017)	9/18/2020	Exhibit
▢ A4. Exhibit 3 - Outdoor Dining Program Boundary and Existing Dining Location	9/18/2020	Exhibit
▢ D1. Example of License Agreement	9/25/2020	Backup Material



**BEFORE THE COMMUNITY REDEVELOPMENT AGENCY
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 09-2020 CRA

A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, AMENDING THE DOWNTOWN OUTDOOR DINING PROGRAM MASTER PLAN, DEFINING OUTDOOR DINING (SEATING), ESTABLISHING SATURATION LEVEL OF PARKING SPACES DEDICATED TO OUTDOOR DINING; AND PROVIDING GUIDELINES AND REGULATIONS FOR OUTDOOR DINING PROGRAM; PROVIDING FOR CONFLICTS; SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, on February 27, 2012, the Community Redevelopment Agency Board approved the “Downtown Stuart Outdoor Seating Strategy” as a pilot program, which allowed for parking spaces to be utilized for Outdoor Seating Program. See “Exhibit 1”.

WHEREAS, on February 27, 2017, the Community Redevelopment Agency Board approved the Outdoor Dining Master Plan as shown in “Exhibit 2”, which identified existing and proposed outdoor dining area immediately adjacent to an existing restaurant and other food establishments.

WHEREAS, providing outdoor dining enhances the quality of life for the City of Stuart residents and contributes to the downtown economic health and vitality.

BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, that:

SECTION 1: DEFINITION. Outdoor Dining (Seating) shall mean an outdoor area on a public sidewalk, or public right-of-way where patrons may consume food and/or beverages provided by an adjacent food service establishment. Use of the public right-of-way for outdoor dining activities may only occur pursuant to an Outdoor Dining License Agreement. The City Manager is authorized to approve an Outdoor Dining License Agreement and to execute an Outdoor Dining License Agreement on behalf of the City consistent with the Outdoor Dining Program.

SECTION 2: The Outdoor Dining Program shall be limited to parking area depicted in “Exhibit 3”.

SECTION 3: The outdoor dining area shall not exceed 2 parking stalls along the street adjacent to the establishment.

SECTION 4: In those locations specifically depicted in “Exhibit 3”, the City Manager shall have the discretion to allow outdoor dining in the sidewalk right-of-way.

SECTION 5: The design, materials, and colors used for chairs, tables, umbrellas, trash receptacles and other fixtures shall be of a uniform design and consistent with the furniture recommended in the Outdoor Seating Strategy plan. The board hereby adopts the Downtown Outdoor Seating Strategy presented on February 27, 2012, attached hereto as “Exhibit 1”

SECTION 6: Outdoor Dining License Agreements are not transferrable, delegable or assignable. In the event of a transfer of the business, the transferee shall apply to the City for a new License Agreement.

SECTION 7: Upon termination of the Outdoor Dining License Agreement, the licensee shall return the parking area/sidewalk to its original condition or a condition deemed acceptable by the

City Manager, and remove all personal property, furnishings, umbrellas, trash receptacles and other fixtures from the City's right-of-way.

SECTION 8: The Licensee shall obtain and maintain in force during the life of the Outdoor Dining License Agreement comprehensive general liability insurance and liquor liability and designate the City of Stuart as additional insured. The Licensee shall provide insurance verification for each year of Outdoor License Agreement renewal.

SECTION 9: The number of spaces available for licensing to the outdoor dining area shall be limited to 8% of the existing parking spaces shown in Exhibit 3.

SECTION 10: The spaces allocated for the Outdoor Dining Program shall be assigned on the first come first served basis. If there are no available spaces, a waiting list shall be maintained by the CRA Administrator. As soon as space becomes available, the first establishment on the list must enter into a license agreement or be removed from the list. To qualify to be on the list, you must be currently eligible and remain eligible for the license agreement based upon the terms and conditions of the program. If the establishment on the list becomes ineligible, there name shall be removed from the list.

SECTION 11: Renewal of Outdoor Dining License Agreements shall be accomplished by paying each year's Outdoor Dining License Fees in full by January 1st of that year. Alternatively, the Outdoor Dining License Fees may be paid in monthly payments, with the first payment made by January 1st of the involved year and first day of each month thereafter. Outdoor Dining License Renewal Fees not received on time shall incur a Late Payment Fee of 20% of the invoiced amount.

SECTION 12: This resolution shall take effect upon adoption.

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

MICHAEL J. MEIER, CHAIRMAN
 EULA R. CLARKE, VICE CHAIR
 MERRITT MATHESON, BOARD MEMBER
 REBECCA S. BRUNER, BOARD MEMBER
 VACANT, BOARD MEMBER
 PETE WALSON, EX-OFFICIO BOARD MEMBER
 TOM CAMPENNI, EX-OFFICIO BOARD MEMBER

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of _____, 2020.

ATTEST:

 MARY R. KINDEL
 CITY CLERK

 MICHAEL J. MEIER
 MAYOR / CHAIRMAN

APPROVED AS TO FORM
 AND CORRECTNESS:

 MICHAEL J. MORTELL, ESQ.
 CITY ATTORNEY

DOWNTOWN STUART

OUTDOOR SEATING STRATEGY

10262020 JT CRA CRB





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EXECUTIVE SUMMARY



DOWNTOWN STUART: A UNIQUE REGIONAL DESTINATION

The City of Stuart is a pioneer in the public planning process. Stuart was the first City to conduct a multi-day public planning event commonly referred to as "charrette" in 1988. Since then, the City has worked closely with residents, property and business owners to define the character and future of its historic downtown and surrounding neighborhoods.

Almost 25 years of creating and implementing community plans have played a key role in establishing Downtown Stuart as a regional destination. Yet despite the numerous plans and policies implemented, one key element still remains to be addressed: *the community's desire for an increased outdoor experience*. A consistent theme many times discussed but never fully implemented.

The idea of a cohesive, open-air seating strategy that allows visitors and residents to experience outdoor dining, 'al fresco' coffee or ice cream gatherings, or simply the ability to sit and watch visitors and passersby, has been long desired but difficult to implement: high cost, physical impediments, ownership patterns, narrow sidewalks, parking concerns, and a series of all-or-nothing proposals that lacked general consensus have postponed the implementation of this key element frequently requested in the City's community-based plans.

Providing these outdoor seating opportunities would

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EXECUTIVE SUMMARY

GENERAL FACTS ON AUTHENTIC DOWNTOWNS

- High frequency visits: People visit authentic downtowns twice the number of times they visit a mall.
- The majority (78%) of people who visit downtowns for entertainment (e.g. special events, fairs, theatre, etc.) make a retail purchase.
- Food and drink expenditures in Downtowns are 5 times that of the average mall.
- The average length of stay in downtown is 102 minutes compared with the mall average stay of 76 minutes.
- A large segment (47%) of dining patrons make a retail purchase.
- Public spaces act as anchors and are a major attraction for visitors.
- Natural features, when properly engaged, serve as powerful downtown anchors.

GENERAL FACTS ON OUTDOOR SEATING AND DINING

- It is an expectation Florida's "Culinary Tourist".
- It is trend-setting.
- It generates the perception that there is a chance of being seated with shorter waits, therefore attracting more customers.
- People stay on average 15% longer than when eating indoors, (which translates in potentially higher sales).



Temporary outdoor seating island with decorative tent-like canopies - Germany

not only complement many other ongoing revitalization efforts, but enhance an environment where residents and visitors can increase the frequency and length of their visits to Downtowns, and consequently enhance the environment and business for retailers and restaurants alike.

In early in 2011, Stuart Main Street (SMS) and the Historic Downtown Business Association (DBA) joined forces in an unprecedented partnership to address this long standing issue. Representatives of both boards worked together to develop a strategy to facilitate and enhance Downtown's outdoor experience, its sense of place and potential as an attraction and waterfront destination.

The result of this joint effort is described in this report and referred to as "Downtown Stuart's Outdoor Seating Strategy". A strategy that will result in highly visible interventions that can be implemented very rapidly and economically. Fundamentally, this is an equal opportunity program, available to all those who wish to participate in it, without a financial or physical burden to residents or those who choose not to participate in it.

Key Elements of the Outdoor Seating Strategy

- *It can be implemented quickly, economically and incrementally;*
- *It impacts, yet ultimately increases overall parking capacity;*
- *It generates great visual impact with minimum investment;*
- *It does NOT financially burden those who do not participate in it;*
- *It generates a long-term source of income for the City;*
- *It results in an ultimate-build out scenario that enhances Downtown Stuart as a Regional Destination, attracting more visitors and therefore improving the overall economic impact to the area.*
- *It is a physical improvement, yet an effective tool for Economic Prosperity.*

PROMOTE THE EXPERIENCE, MEET THE EXPECTATIONS!



Conventional outdoor seating - Downtown Rosemary Beach, FL.

The economic times we are in require Cities to be better prepared and easily adapt to the many challenges and opportunities that may arise. Downtowns are more than ever competing with malls and shopping centers for limited business. But at the same time, downtowns like Stuart have the ability, and need to capitalize on the opportunity of offering a unique and diverse shopping experience. An experience that combines retail with dining, entertainment, culture, history, nature, and the most diverse mix of uses, all provided within an environment that is authentic and exudes a sense of place and belonging.

Outdoor seating plays a key role when an area wishes to capitalize on the relationship between all these different elements. This is especially true in the case of South Florida, where the “culinary tourist” has high expectations for good seafood and even better weather!. This is an expectation not only of those who visit Florida, but those who choose this State as their permanent residence as well. Additionally, outdoor seating contributes to fulfilling the desire to connect with Florida’s great weather for urban areas.

Providing opportunities for visitors and residents to experience all the elements only a downtown can truly offer, but most importantly, generating an environment that people want to visit, stay, and return to, is the key to the resiliency of great main streets throughout the world.

BALANCING CHANGE AND PARKING NEEDS

STRIVING TO FULFILL PARKING DEMANDS AND ECONOMIC PROSPERITY

The successful revitalization of Downtown Stuart over the last couple of decades has led to both real and perceived parking problems. During this time, the City evaluated, developed and implemented numerous parking plans and strategies as follows:

- Angled-parking and head-in parking line most downtown streets, even to the extent, in some cases, of prioritizing vehicle capacity over pedestrian comfort*¹
- Agreements with the FEC resulted in public parking along FEC right-of-way
- Public parking lots have been secured and clearly designated.
- Agreements with private parking lot owners have been established to allow public use of these facilities during off-peak hours and weekends.
- Parking has been provided at the end of St. Lucie Avenue, in an area better suited for waterfront public events and pedestrian activities (see P.5.)
- A free tram system provides transportation to and from parking areas.
- Potential future structured parking sites have been identified.

The successful implementation of these diverse parking plans has significantly contributed to the success of downtown. But while focusing on parking supply and demand balance is very important, it should not be the most important element or guiding principle. Placing too much weight on this single issue can potentially preclude economic development strategies, physical improvements, and other important elements critical to the success and ability of Downtown Stuart to evolve, develop and remain competitive.

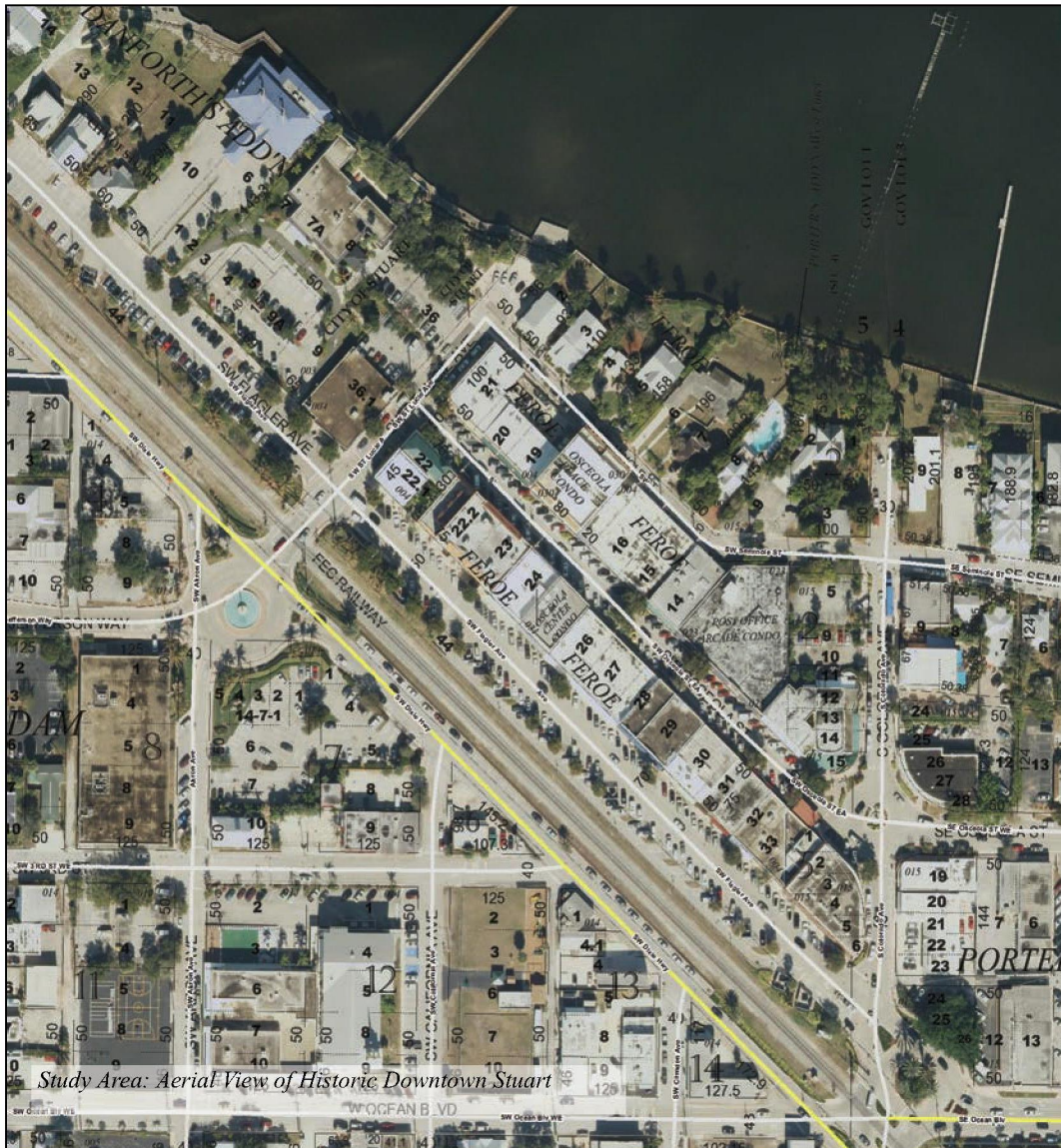
When it comes to parking, the Downtown Stuart Outdoor Seating Strategy proposed by SMS and the DBA is two-fold: On one hand, it provides the ability for every restaurant, café, ice cream shop and public or civic area to individually but cohesively implement outdoor seating. If all outdoor seating locations proposed by this joint effort are implemented, a total of 20 parking spaces would be impacted. At the same time, the Strategy proposes an increase in parking (anywhere between 39 and 64 new spaces plus 37 existing public spaces made more readily



Above: Views of different parking programs implemented throughout Downtown Stuart. The landscaped islands that have no trees such as the one shown on the bottom image could be better utilized if converted to parking, since, in their current state, they do not provide any beautification or physical advantage.

^{*1} Parallel parking yields less capacity than angled, but ultimately results in a more pedestrian-oriented environment as it allows for wider sidewalks, increased pedestrian visibility, ease of pedestrian crossing, etc. It is important to note that while this statement is true to most environments, the extremely low speeds resulting from downtown's particular location and design do not result in a significant pedestrian hazard.

BALANCING CHANGE AND PARKING NEEDS



Study Area: Aerial View of Historic Downtown Stuart

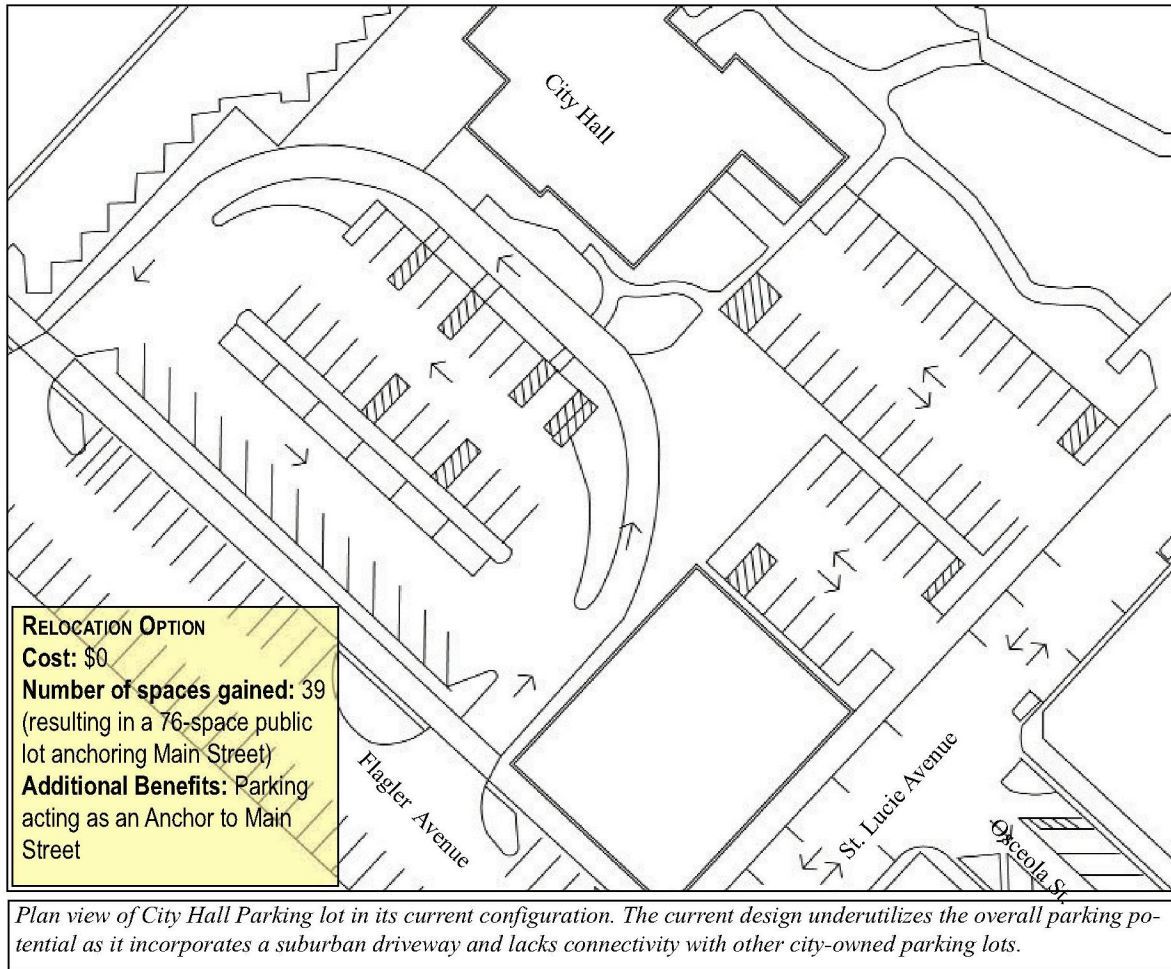
Proposed Strategies to Increase Parking Capacity in Downtown Stuart

The implementation of the following policies and simple interventions have the potential to generate a significant increase in parking supply downtown.

If the Outdoor Seating Strategy is adopted, the City should consider implementing one or more of the following:

- Require that all city employees park at satellite locations such as the current lot of the former Arthur's Dockside restaurant, and on-street parking spaces by Flagler Park. This simple strategy will immediately result in a 76-space public parking lot anchoring Main Street.
- Connect and reconfigure the three City-owned parking lots on the western end of Main Street. This simple strategy provides impacts that go beyond parking supply and is further described throughout this report.
- Reconfigure non-landscaped islands and dumpster areas along the FEC tracks (*For the purpose of determining parking increases for the Outdoor Seating Strategy, these potential spaces have not been included in the overall calculations outlined in this report, since any changes in this location and configuration may require FEC approval.*)
- Remove parking from waterfront plaza at the end of St. Lucie Blvd. (*While this proposal will result in a reduction of spaces, this reduction is contemplated in the overall impact of 20 spaces at build-out previously cited.*)

PARKING-INCREASE STRATEGY # I: *Anchor the Western End of Main Street with a Public Parking Lot*



OPTION I: ANCHORING MAIN STREET WITH A PUBLIC LOT - RELOCATION OPTION

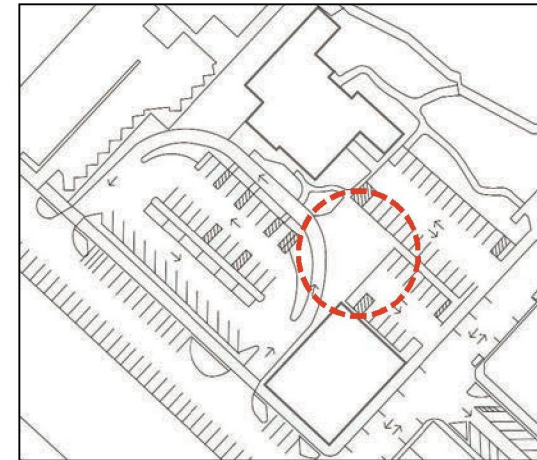
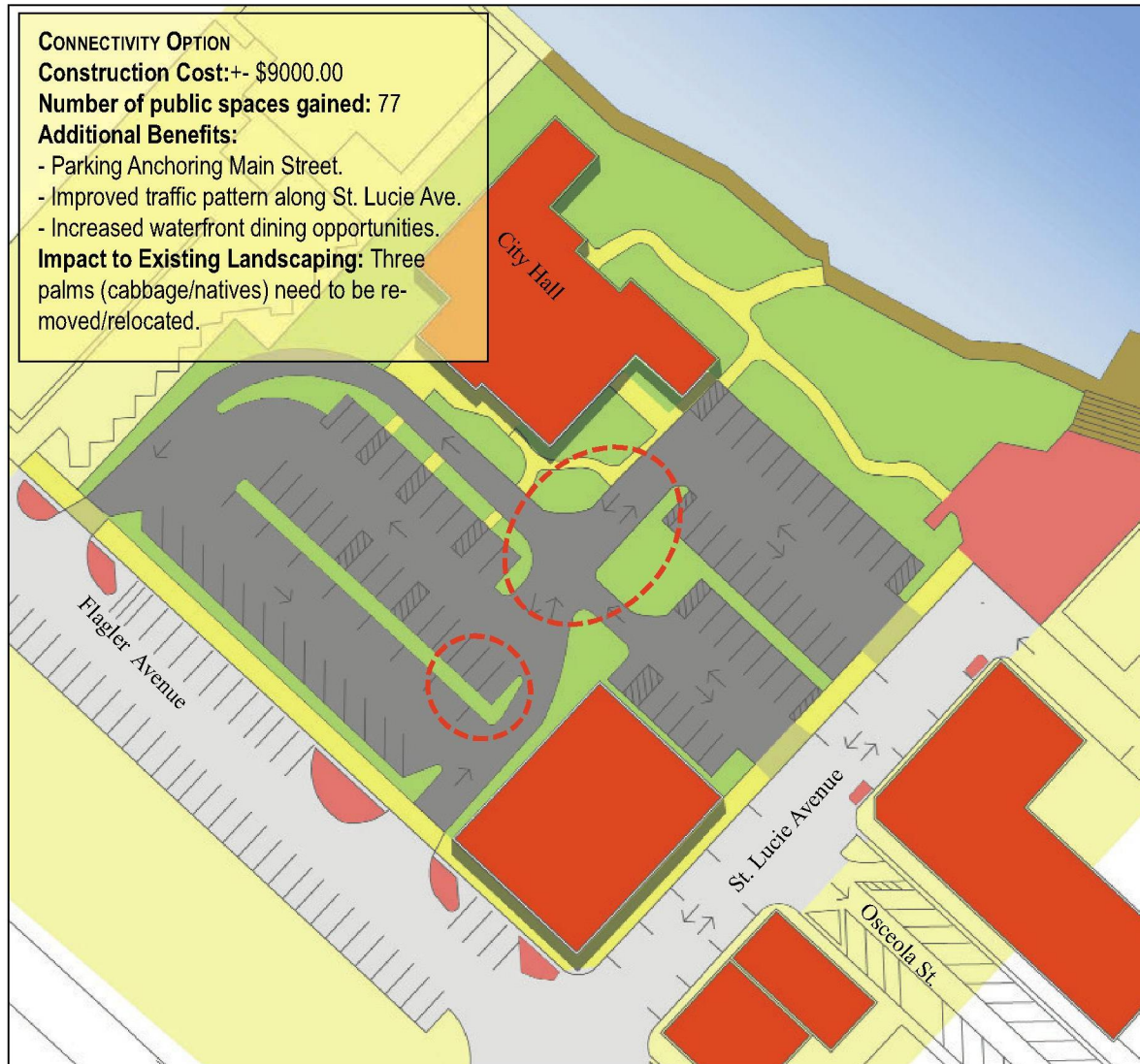
Parking lots and parking garages are to Main Streets as department stores are to malls: they act as anchors that attract a large number of people and force them to walk along businesses to go to and from these areas.

The parking lots located on the western end of Main Street can be easily converted to public lots. This has no monetary implications, and simply requires that City employees park off-site in locations such as at the former Arthur's Dockside parking lot and in on-street spaces along the western end of Flagler Avenue. This simple strategy can be implemented immediately at no cost to the City and would result in a 76-space public parking lot anchoring Main Street immediately available. It is important to clarify that 37 of those 76 spaces are currently available to the public, but since they are embedded within spaces restricted solely for use by City employees, they become generally unavailable to Downtown visitors.

Time restrictions on this anchor lot should be

maintained at a rate slightly higher than that of on-street parking along Main Street (e.g. if on-street parking is limited to three hours, parking on this lot should be a four hour limit). This strategy additionally allows the City to reduce on-street parking time limits to allow for higher turn over of spaces, more beneficial to a successful retail environment. It is also important to note that this is not proposed as a long-term parking facility: it is not intended for retail and restaurant owners and employees or City employees to park long term.

PARKING-INCREASE STRATEGY # II: *Connect the Existing Parking Lots on the Western End of Main Street*



OPTION II: CONNECT EXISTING LOTS AND LIMITED RE-STRIPING

The parking lots located on the western end of Main Street can be easily connected. This simple connection combined with a limited re-striping at the center of the parking lot fronting City Hall results in a physical gain of 1 space, but impacts Downtown as follows:

- A reduction in congestion and confusion on St. Lucie Avenue (*lots only accessible off of this road would be accessible from Flagler Avenue*).
- Improved traffic & deliveries on Seminole St.
- Substantial waterfront seating potential resulting from the ability to reconfigure the northern section of St. Lucie Ave. to a one-way street.
- Improved pedestrian relation between the proposed public lot and Main Street.

OPTION II: PARKING MASTER PLAN

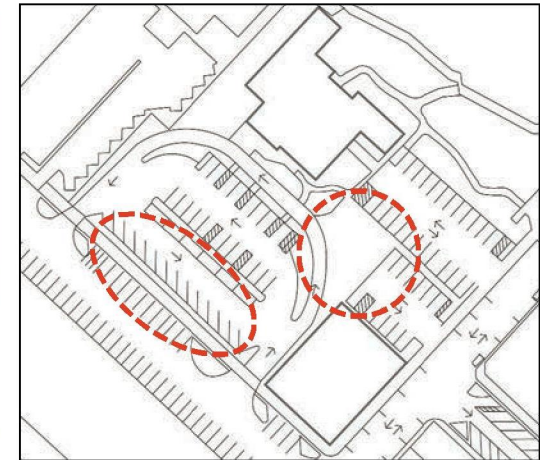


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PARKING-INCREASE STRATEGY # III: *Connect Existing Parking Lots and Re-Stripe City Hall Parking Lot Along Flagler Ave.*



CONNECTIVITY OPTION
Construction Cost: +/- \$13,500.00
Number of public spaces: 85
Additional Benefits:
 - Parking Anchoring Main Street.
 - Improved traffic pattern along St. Lucie Ave.
 - Increased waterfront dining opportunities.
Impact to Existing Landscaping: Three palms (cabbage/natives) need to be removed/relocated.



OPTION III: CONNECT EXISTING LOTS & RESTRIPE PARKING ALONG FLAGLER AVENUE

As in Option II, this proposal establishes a simple connection between the three existing lots, and in addition proposes a reconfiguration (re-striping) of parking spaces along Flagler Ave. (from angled to head-in). This reconfiguration allows for additional parking both along Flagler Ave. and the existing center median. As with Option II, connecting the existing lots will result in:

- A reduction in congestion and confusion on St. Lucie Avenue.
- Improved traffic & deliveries on Seminole St.
- Increased outdoor waterfront seating potential (*through the reconfiguration of St. Lucie Ave.*)
- Improved pedestrian relation between the public lot and Main Street.

OPTION III: PARKING MASTER PLAN



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PARKING-INCREASE STRATEGY # IV: *Minor Reconfiguration of Existing Parking Lots on the Western End of Main Street*



OPTION IV: RE-STRIPING AND MINOR LOT RECONFIGURATION

The current design of City Hall's parking lot is suburban in nature. It is disconnected from other lots and has an extensive driveway to facilitate drive-thru bill payments.

By connecting and reconfiguring the three lots and eliminating (but not encroaching) the current drive-thru area, a 101-space lot is achieved. Additionally, this Option accomplishes:

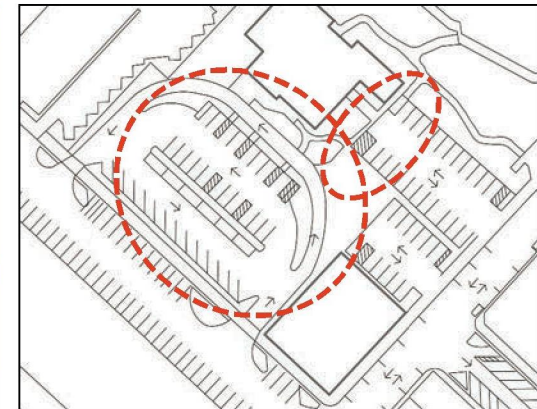
- A reduction in congestion and confusion on St. Lucie Ave. (converting it to one-way).
- Improved traffic and deliveries along Seminole Street.
- Substantial waterfront seating potential.
- Improved pedestrian relation between the public lot and Main Street.
- Increased potential of downtown as a waterfront destination.

OPTION IV: PARKING MASTER PLAN



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INCREASED PARKING STRATEGY # V: *Complete Reconfiguration of Existing Parking Lots on the Western End of Main Street*



OPTION V:

COMPLETE RECONFIGURATION

This alternative proposes a complete lot reconfiguration, advancing the parking area over the current drive through area. As a result, a 115-space parking lot is achieved.

Additionally, this Option, like the minor reconfiguration Option accomplishes:

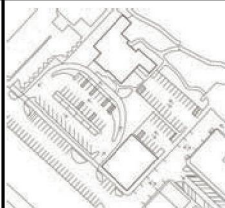
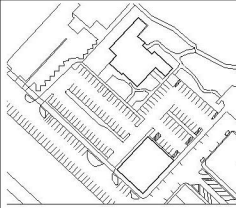
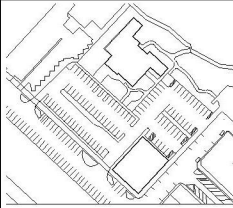
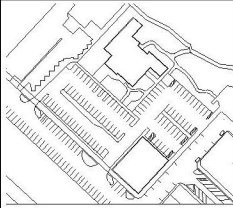
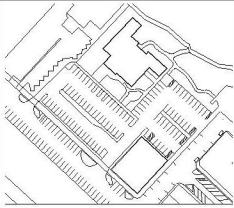
- A reduction in congestion and confusion on St. Lucie Ave. (converting it to one-way).
- Improved traffic and deliveries along Seminole Street.
- Substantial waterfront seating potential.
- Improved pedestrian relation between the public lot and Main Street.
- Increased potential of downtown as a waterfront destination.

PARKING MASTER PLAN: OPTION V



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PARKING RECONFIGURATION COST ANALYSIS

DESCRIPTION	OPTION I	OPTION II	OPTION III	OPTION IV	OPTION V
EXISTING & PROPOSED LAYOUTS					
NUMBER OF PUBLIC SPACES	76	77	85	101	115
TOTAL COST	\$0.00	\$9,000.00	\$13,500.00	\$19,000.00	\$37,000.00
ADDITIONAL BENEFITS	- Parking anchoring Main Street.	- Parking anchoring Main Street - Improved traffic pattern on St. Lucie Ave. - Increased potential as a waterfront destination and waterfront outdoor seating. - Improved pedestrian relation to public lot.	- Parking anchoring Main Street - Improved traffic pattern on St. Lucie Ave. - Increased potential as a waterfront destination and waterfront outdoor seating. - Improved pedestrian relation to public lot.	- Parking anchoring Main Street. - Improved traffic pattern on St. Lucie Ave.- - Increased potential as a waterfront destination and waterfront outdoor seating. - Improved pedestrian relation to public lot.	- Parking anchoring Main Street - Improved traffic pattern on St. Lucie Ave. - Increased potential as a waterfront destination and waterfront outdoor seating. - Improved pedestrian relation to public lot.
IMPACTS		Three palms (cabbage/natives) need to be removed/relocated.	Three palms (cabbage/natives) need to be removed/relocated.	Landscaping between three parking lots.	Landscaping between three parking lots.

PREFERRED OPTION: When considering future plans for the current City Hall site, immediate impacts, cost, and overall benefits, Option II becomes the preferred parking reconfiguration choice. If plans for City Hall change in the future, options IV or V should be considered

OUTDOOR SEATING ISLANDS

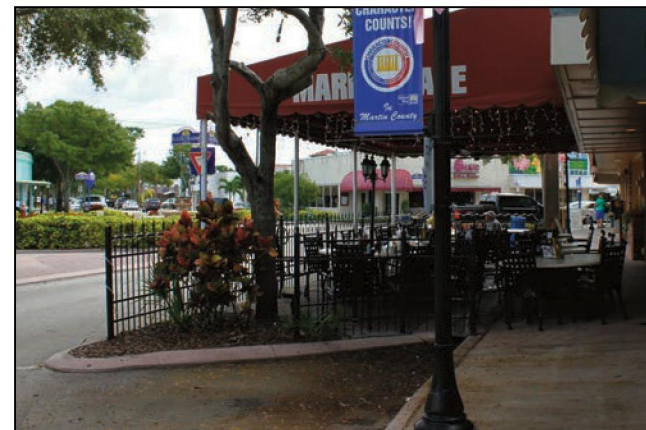
OUTDOOR SEATING ISLANDS

Outdoor seating is a fundamental component of authentic downtowns (weather permitting). Retailers and restaurateurs are aware of the strong desire among those living and visiting Florida to experience the outdoors. This generally known principle has led close to 80% of existing restaurants, ice cream shops, cafes, and even retailers currently operating in Downtown Stuart to provide, space permitting, a variety of outdoor seating opportunities.

But while outdoor seating is provided in many locations, it is not always done in a way that is appealing, comfortable, or even clear. And the result is not always a welcoming experience. And while City Ordinances currently allow for outdoor seating subject to special permitting, the physical implementation of this notion has not always been possible or has proved very costly.

The SMS and DBA's proposed Outdoor Seating Strategy not only addresses the creation of outdoor seating space and increased public parking, but the implementation of an economic development plan that will result in attracting more visitors and business downtown, increasing the area's competitiveness and resiliency.

The Downtown Stuart Outdoor Seating Strategy seeks to provide an equitable, streamlined approval process that results in clearly delineated, easy to implement, affordable and identifiable outdoor seating areas that generate increased pedestrian visits, traffic, permanence and a synergy between all those conducting business downtown.



Above: Different outdoor seating strategies currently being implemented in downtown Stuart. Top left, outdoor seating shown within private property. An effective, but costly and not always feasible solution. Right, different options of outdoor seating on public ROW: On an island over parking and parallel to an establishment where a wider sidewalk allows. Both strategies are being recommended in this Outdoor Seating Program but with proposed modifications to layout, management & implementation.

OUTDOOR SEATING ISLANDS

FROM UNDERUTILIZED BUMP-OUT TO ECONOMIC GENERATOR

The Outdoor Seating Strategy proposed by the DBA and SMS is simple: Converting existing, sometimes suburbanly landscaped, underutilized bump-outs in downtown Stuart into outdoor seating, urbanly landscaped areas wherever desired and appropriate. Where no bump-outs exist, allow for the creation of the outdoor seating islands over one or two (as appropriate, site and use specific) existing parking spaces. Finally, complete these newly created areas with approved outdoor seating furniture (tables, chairs, umbrellas and potted plants).

As presented, this Outdoor Seating Strategy estimates that at build-out, if every eating establishment and a couple of simply public seating areas not associated to businesses join the program, no more than 22 spaces would be impacted. This amount takes into consideration the removal of existing spaces at the end of St. Lucie Avenue, since that landmark area should be utilized as a waterfront plaza and anchor, and not as waterfront parking (or parking with a view).

The notion of converting parking into Outdoor Seating Areas, while fairly recent in other communities (known as “Pavement to Parks”, or “Pop-Out Seating”), is not new to Stuart. This same concept has been in place for decades on the eastern end on Main Street (currently Maria’s restaurant).

In Cities where weather only allows for outdoor seating during a short season, islands can be temporary. The City could adopt this notion of “temporary” outdoor seating areas for special events, for use during season, or as a test of the proposed program. Images of these temporary structures and implementation are described further in this report.



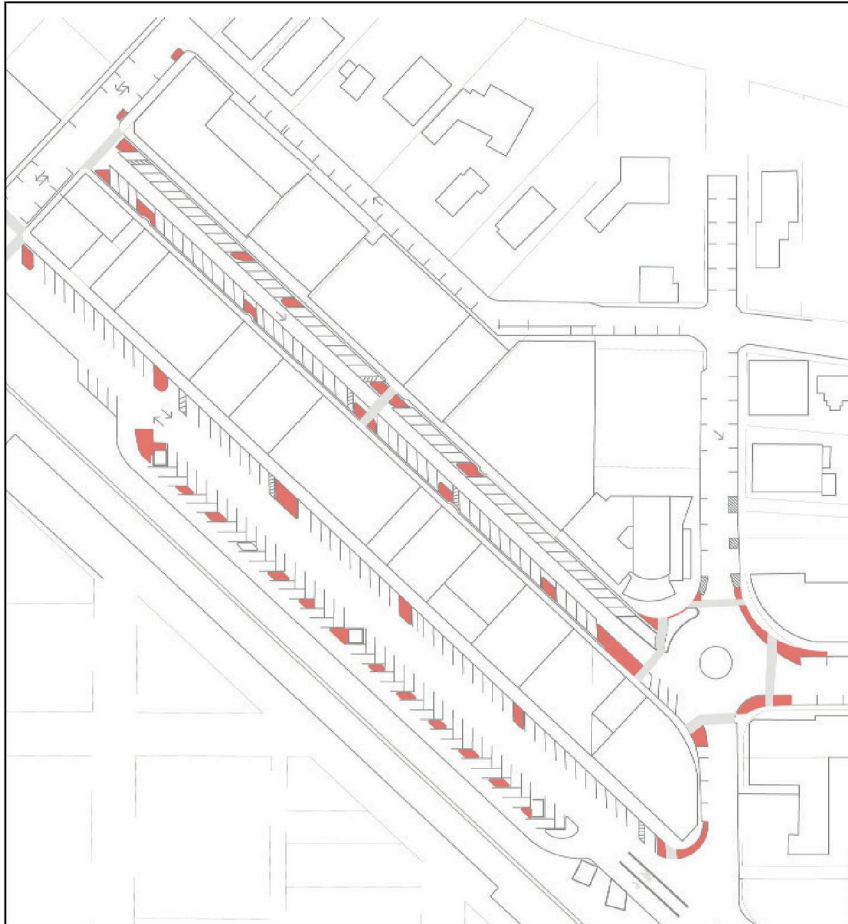
Above: Different views of bump-outs along Osceola Street. While offering a visual “green” break, the manner in which these bump-outs are landscaped is ineffective. Their use (whether to reduce crossing distance, as rest areas, or as public open space) is also unclear. If converted to outdoor seating areas, trees should be maintained, ground surfaces paved (pavers), and landscaping provided in an urban manner (e.g. planters).

TEMPORARY AND PERMANENT OUTDOOR SEATING AREAS IMPLEMENTED THROUGHOUT THE COUNTRY



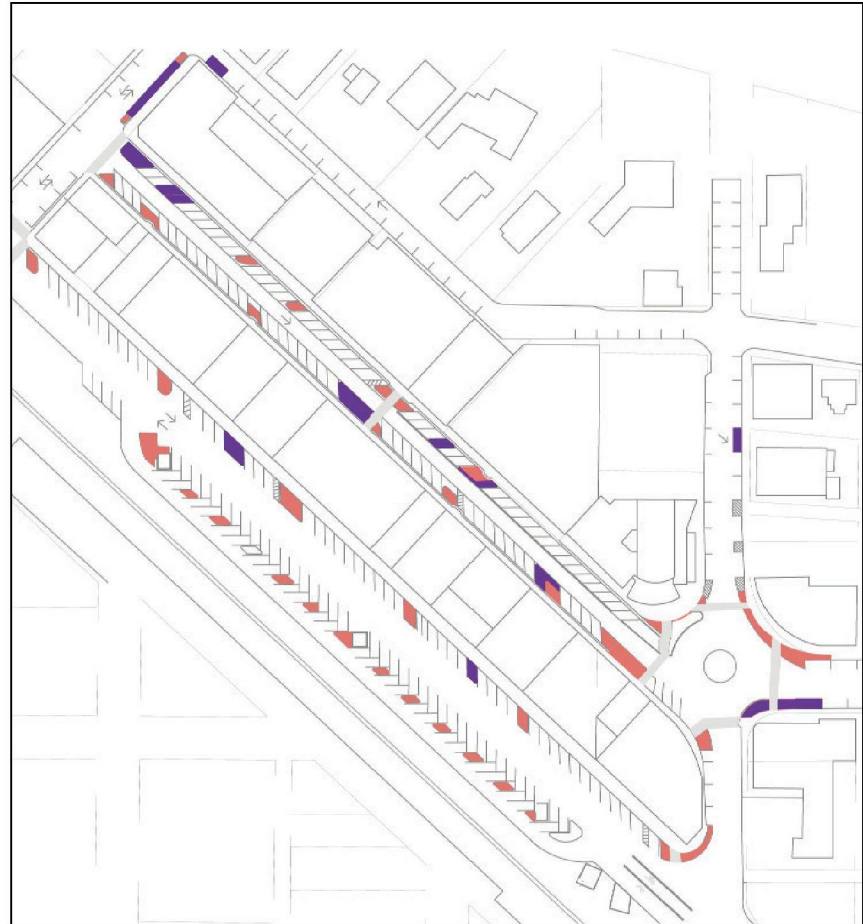
Above: Different examples of temporary (bolted to the pavement) and permanent (as sidewalk extensions) outdoor seating areas currently implemented throughout the Country. While design varies, the elements and concept are consistent throughout.

BUMP-OUT PLAN



EXISTING BUMP-OUTS

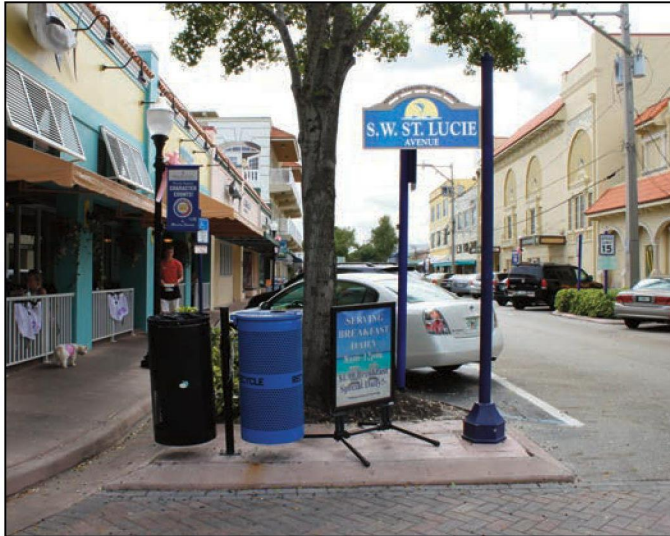
Existing Bump-outs are shown colored above. Not all bump-outs are suitable, nor proposed to be converted into outdoor seating areas. Those along the FEC are simply depicted to show potential future parking if needed.



POTENTIALLY IMPACTED PARKING SPACES

Potentially impacted parking spaces are shown in purple. Certain bump-outs can accommodate outdoor seating islands without the need to impact parking. In other situations, one or two spaces are impacted.

OUTDOOR SEATING AREA ON EXISTING BUMP-OUT WITHIN ANGLED PARKING



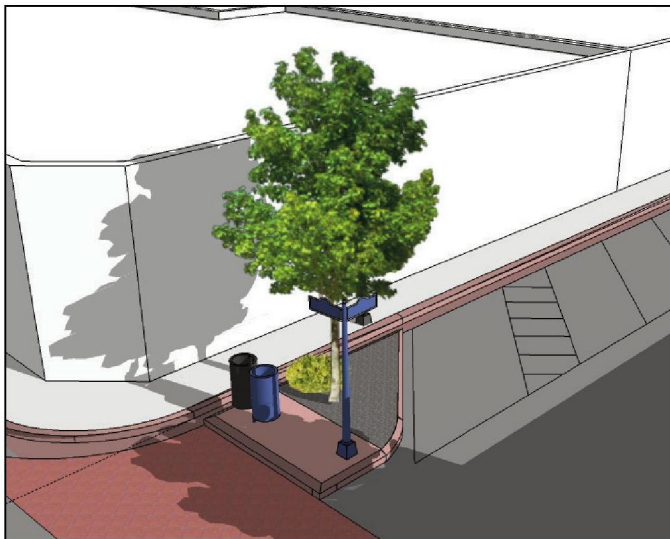
EXISTING BUMP-OUT WITHIN DIAGONAL PARKING

For permanent structures:

- Extend bump-out curb over 1 or 2 parking spaces as approximate.
- Bridge over gutter to existing sidewalk with secured iron plank.
- Maintain existing trees (grates).
- Utilize pavers as floor covering material.
- Install metal railing on all sides adjacent to roadways.
- Equip with approved outdoor furniture (tables, chairs and shade elements). Shade elements should be such that they can be changed (color) to reflect special events (i.e. red, white and blue for the 4th of July, orange for Halloween/Thanksgiving, etc).

For temporary structures:

- Extend structure or platform over one or two parking spaces as necessary and appropriate.
- Secure to pavement (bolt)
- Install decorative railings on all sides adjacent to roadways.
- Equip with approved outdoor seating furniture



EXISTING BUMP-OUT WITHIN ANGLED PARKING



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OUTDOOR SEATING AREA ON EXISTING BUMP-OUT WITHIN PARALLEL PARKING



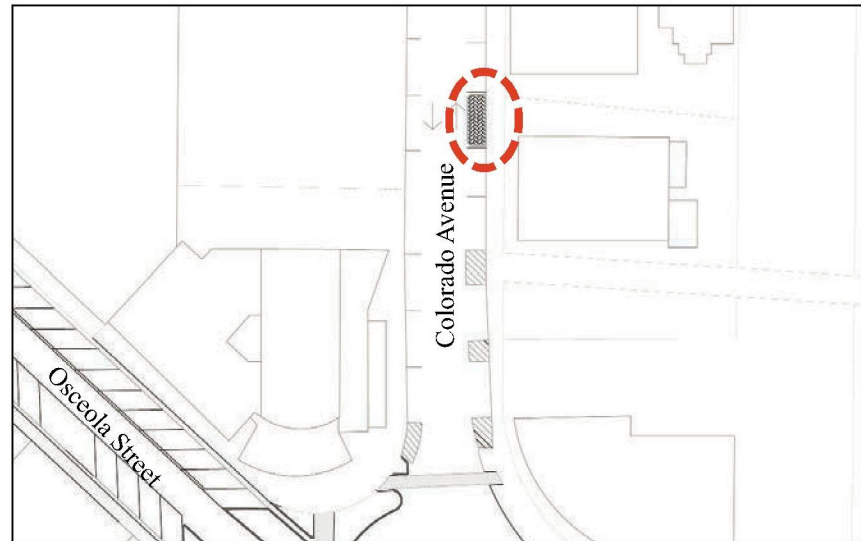
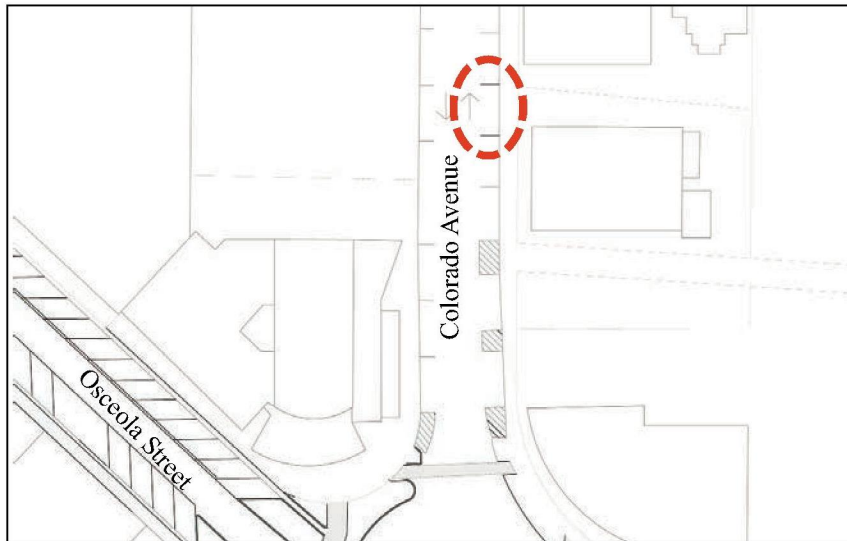
NEW OUTDOOR SEATING ISLAND IN PARALLEL PARKING

For permanent structures:

- Extend bump-out curb) over 1 parking space.
- Bridge over gutter to existing sidewalk with secured iron plank.
- Maintain existing trees (grates).
- Utilize pavers as floor covering material.
- Install metal railing on all sides adjacent to roadways.
- Furnish with approved outdoor seating tables, chairs and shading elements. Shading elements should be such that they can be changed (color) to reflect special events (i.e. red, white and blue for the 4th of July, orange for Halloween/ Thanksgiving, etc).

For temporary structures:

- Extend structure or platform over one or two parking spaces as necessary and appropriate.
- Secure to pavement (bolt)
- Install decorative railings on all sides adjacent to roadways.
- Equip with approved outdoor seating furniture



ST. LUCIE AVE OPTION A: OUTDOOR SEATING AREA ON EXISTING BUMP-OUT WITHIN PARALLEL PARKING



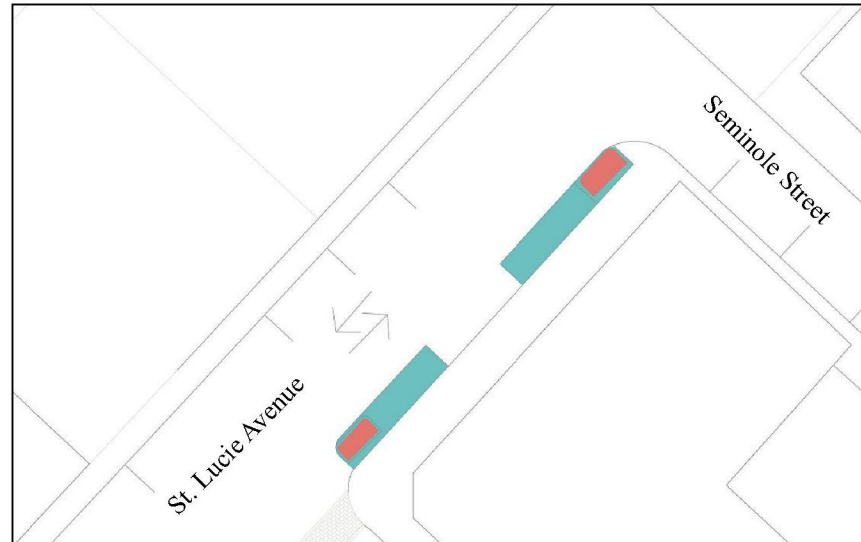
ST. LUCIE AVE. OPTION A: EXISTING BUMP-OUT WITHIN PARALLEL PARKING

For permanent structures:

- *Extend bump-out curb) over 1 parking space.*
- *Bridge over gutter to existing sidewalk with secured iron plank.*
- *Maintain existing trees (grates).*
- *Utilize pavers as floor covering material.*
- *Install metal railing on all sides adjacent to roadways.*
- *Furnish with approved outdoor seating tables, chairs and shading elements. Shading elements should be such that they can be changed (color) to reflect special events (i.e. red, white and blue for the 4th of July, orange for Halloween/Thanksgiving, etc).*

For temporary structures:

- *Extend platform over one or two parking spaces as necessary and appropriate.*
- *Secure to pavement (bolt)*
- *Install decorative railings on all sides adjacent to roadways.*
- *Equip with approved outdoor seating furniture*



ST. LUCIE AVE OPTION B: OUTDOOR SEATING AREA ON EXPANDED SIDEWALK W/ROADWAY RECONFIGURATION



EXPANDED SIDEWALK AND ROADWAY RECONFIGURATION

As previously referenced in this report when addressing parking, the last block of St. Lucie Avenue could be reconfigured once the parking lots that are accessed off it are internally connected.

Reconfiguration of this stretch of St. Lucie Avenue into a one-way street would result in improved traffic patterns and safety, reduced traffic congestion, and the ability to widen the eastern sidewalk. As a result, outdoor seating adjacent to the buildings with unobstructed views of the river becomes a unique and optimal option.

This option additionally suggests the extension of the bump-out at the corner of St. Lucie Ave. and Osceola Street, as a physical means to redirect northbound traffic onto Osceola Street.



OTHER LOCATIONS FOR OUTDOOR SEATING ISLANDS



POTENTIAL LOCATIONS FOR OUTDOOR SEATING INCLUDE:

- The Riverwalk: corner of Seminole Street and St. Lucie Avenue along Seminole Street: Ideal location to provide waterfront seating.
- The Riverwalk + Mulligan's: East side of St. Lucie Avenue (two potential configurations available) (pp. 23 & 24).
- Mulligan's: Osceola Street, extending existing bump-out over parking space directly adjacent to it.
- Black Marlin: Osceola Street, new island over one or two parking spaces.
- Lyric Theatre: Converting existing island along Osceola Street to public outdoor seating area (not associated to restaurant use).
- Kilwin's: Osceola Street, extending existing bump-out over parking space directly adjacent to it.
- Flagler Grill: Osceola Street, extending existing bump-out over parking space directly adjacent to it.
- Osceola Cafe: Osceola Street, extending existing bump-out over parking space directly adjacent to it..
- Breezway Cafe (former): Osceola Street, extending existing bump-out over parking space directly adjacent to it.
- Hoffman's: Converting existing bump-out along Osceola Street.
- Gusto's: Osceola Street, Converting existing corner bump-out and extending existing over adjacent parking space if more area is deemed necessary. This same condition applies to the establishment directly across Osceola Street (northeast corner)
- Key Lime Cafe: Colorado Avenue, building a new island over one parking space.
- Restaurants and cafes that front Flagler Avenue have the option of providing outdoor seating along the sidewalk (public right-of way), or using the bump-out extension strategy.

DESIGN GUIDELINES AND REGULATIONS FOR OUTDOOR SEATING

GOOD NEIGHBORS, GOOD CITY: SHARING THE PEDESTRIAN REALM

While the Stuart Main Street, the Downtown Business Association and the City are encouraging the implementation of an outdoor seating strategy, eating establishment operators must be mindful of two important considerations:

- a) The safety and flow of pedestrian traffic; and,
- b) The visual appropriateness of the proposed program within an Historic Downtown.

If the City decides to implement the outdoor seating concept outlined in this report, an Outdoor Seating Ordinance and specific Outdoor Seating Design Regulations need to be developed to ensure that the above cited considerations are closely and equally followed by all. These Regulations will also ensure that the proposed enhancements are executed in a manner that is consistent and complementary of the uses and character of the downtown.

Following are a few recommendations that should be used as a basis to develop the Design Regulations and corresponding Ordinance:

REGARDING SIGNAGE:

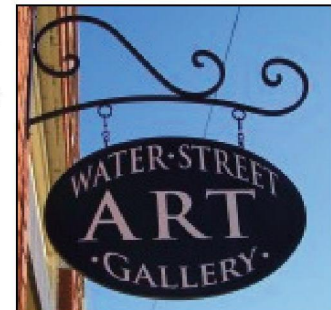
- Eliminate “A frame” or “sandwich signs”. Stuart’s sidewalks are too narrow and these signs invariably become a conflict with the pedestrian realm. Additionally, these are the type of signs that both restaurateurs and retailers alike would want to use, creating excessive and unsightly visual clutter.
- Encourage wall-mounted, bracket signage.
- No additional signage (“A frame or sandwich”) should be permitted within outdoor seating areas.

REGARDING LANDSCAPING:

- Encourage urban landscaping as an element of added visual interest and/or space delineation.
- Landscaping should be provided in planters. Planters may be of any shape, but should preferably be square or rectangular in shape as these are more space efficient.
- Planters should not exceed a height of thirty-six (36) inches above the level of the sidewalk.
- Maximum height of plants (only live, not artificial) should not exceed a height of six (6) feet above the level of the sidewalk.
- Plants shall not obstruct other retailers’ signage or windows.
- All planters must have plants contained within them. If the plants within a planter die, the plants must be replaced or the planter removed from the public right-of-way. Empty planters, or planters with only bare dirt, mulch, straw, woodchips or similar material are not permitted..



Eliminate “A frame” or “sandwich” signs. Encourage Bracket Signs.



DESIGN GUIDELINES AND REGULATIONS FOR OUTDOOR SEATING

REGARDING STREET FURNITURE

The viability of the Historic Downtown relies heavily on maintaining an attractive and high-quality atmosphere. Outdoor dining furniture becomes a prominent part of the streetscape, and therefore needs to be held to the same high standards applied to buildings and other improvements within the Downtown Area. For this:

- All furniture and fixtures should be maintained in good visual appearance, without visible fading, dents, tears, rust, corrosion, or chipped or peeling paint.
- All furniture and fixtures should be maintained in a clean condition at all times.
- All furniture and fixtures must be durable and of sufficiently sturdy construction as not to blow over with normal winds.
- To ensure a quality visual appearance in keeping with the historic context of the downtown, any furniture, other than tables, chairs, and umbrellas, is prohibited. This includes, but is not limited to, serving stations, bar counters, shelves, racks, sofas, televisions, trash receptacles (other than those provided by the City), heaters and torches.
- Furniture must be Freestanding. It must not be secured to trees, lampposts, street signs, hydrants, or any other street infrastructure by means of ropes, chains or any other such devices, whether during restaurant operating hours or at times when the restaurant is closed.
- Tables need to be functional not only for patrons, but also for pedestrians, especially given the limited space available for outdoor seating (clear path along sidewalk should never be blocked).
- Tables are not permitted to be white plastic or any fluorescent or other strikingly bright or vivid color.
- Size and Shape: The size and shape of tables strongly affects the functionality of an outdoor seating/dining area. Due to the narrow sidewalks and limited space, restaurants and cafes need to strive for space efficient seating layouts and furniture configuration. Square or rectangular tables are strongly recommended when outdoor seating occurs parallel to a facade, and smaller round tables work better and are more efficient and flexible when placed in outdoor seating islands.
- Square or rectangular tables must fit flush (parallel) against a building's wall (as opposed to diagonally).
- Furniture shall not encroach onto public sidewalk, and shall at all times provide a clear, minimum, 5' path.



Encourage urban landscaping (top), but limit size and placement in accordance with recommendations in this chapter. Eliminate “suburban” landscaping (image below).

REGARDING SHADE:

- Canopies may extend over sidewalks to provide shade and shelter for outdoor seating that occurs di-

DESIGN GUIDELINES AND REGULATIONS FOR OUTDOOR SEATING

rectly adjacent to a building.

- Under no circumstance shall canopies extend over sidewalk to cover outdoor seating island, creating a “tunnel effect” between building and outdoor seating island.
- Umbrellas add a welcoming feel to outdoor dining areas and provide shelter from the elements, making their use desirable for outdoor dining applications. Appropriately designed and sized umbrellas are permitted for use under this outdoor seating program.
- Umbrellas must be free of advertisements.
- Umbrellas must be of a single, solid color, which may (and is encouraged to) vary to reflect special holidays and events.
- Umbrellas must be contained within the outdoor seating area, and the lowest dimension of an extended umbrella must be at least seven (7) feet above the sidewalk surface.
- Permitted Colors: Except during special events or holidays, umbrellas must blend appropriately with the surrounding built environment. Therefore, umbrella fabric is not permitted to be of any fluorescent or other strikingly bright or vivid color, and must be removed/replaced if faded.
- The size and shape of an umbrella strongly affects its functionality within a constrained space such as an outdoor seating area. Square or octagonal umbrellas, and even clustered umbrellas are permitted, as long as their design maintains traditional (as opposed to modern) lines and proportions.
- Umbrellas shall not obstruct neighboring store window visibility. If necessary, they shall be set back a minimum of 2 (two) feet from adjoining retail establishments.
- Material must be fade resistant canvas (no plastic or vinyl).

REGARDING THE PEDESTRIAN REALM

- A continuous, unobstructed, direct path parallel to the principal facade, at least five feet wide must be kept at all times. This area shall be unobstructed by trees and light poles, trash receptacles, parking meter posts, signs, merchandise, benches and similar structures

REGARDING DAILY OPERATIONS OF OUTDOOR SEATING (DINING) AREAS

- Wait staff may not serve patrons from beyond the outdoor dining area.
- Food may not be displayed on public R.O.W.
- Outdoor Seating/dining areas must be maintained clean at all times.



A clear sidewalk should be maintained at all times. Sidewalk shall not be encroached upon with furniture. Canopies shall not span the sidewalk to cover outdoor seating island areas creating a “tunnel” or enclosure effect.

FUNDING MECHANISM



PROPOSED FUNDING MECHANISM

Funding for this effort can be provided through public or private sector initiatives, or a combination of both.

In the event that the proposed improvements are paid for by the private sector, the City should allow the property/business owner who financed the improvement, free rent of the outdoor space for an amount of time that will allow the investor to recover twice the hard cost of the investment (not including furniture). Once that threshold is reached, the establishment shall enter into a revocable lease for the space with the City.

Example:

If the Property/Business owner invests a total of \$10,000.00 in the construction of a permanent structure, lease credit should be awarded in the amount of \$20,000.00. Once this amount is reached, a lease agreement of the public space should be entered into, with rent being paid to the City.

In the event that the proposed improvements are paid for by the City/CRA, a lease agreement for the public space created should be established immediately.

FUNDING MECHANISM

ADDITIONAL FUNDING OPTIONS INCLUDE:

Conventional CRA funding through the utilization of Tax Increment Financing (TIFF) as follows:

- a) Fund all Outdoor Seating Island Improvements with TIFF funds (current or future). In this case a revocable lease for use of the Outdoor Seating space should be established.
- b) Privately fund all improvements (business or property owners) and allow for cost reimbursement over time as TIFF funds become available. Once the construction cost is reimbursed, a revocable lease for use of the space is should be established.

Special Assessment

A Special Assessment affecting those interested in taking advantage of the Outdoor Seating Space Program may be established. The City or CRA provide funding to cover construction cost upfront and assesses the property owner for the cost of the improvement. It is important to note that this option may only be feasible in the case where the business owner and the property owner are one and the same.

Parking Funds

The newly created parking spaces resulting from the reconfigured lots and the relocation of City-employee parking become inventory of a Payment-in-Lieu-of-Parking (PILOP). The funds collected over time as these spaces are assigned to businesses participating in the PILOP program can be used to pay for or reimburse cost of the Outdoor Seating improvements.

Pilot Project financed through a Public Improvement Fund

The City, CRA, Stuart Main Street or Downtown Business Association (or a combination of two or more of these agencies), may create a Public Improvement Fund (earmarked revenue set aside for statutory public improvements) to finance the construction of one or more Outdoor Seating Islands as part of a Pilot Project. This Fund can be established by any local unit of government. Money which is placed in this fund is limited by statute to “Non-tax” revenues (e.g. charges for licenses and permits, services, sales of general fixed assets, state shared revenues, earned interest, etc). Once money is placed in this fund, it becomes restricted and cannot be expended or transferred for purposes other than the public improvements specified by statute and a local ordinance that specifically earmarks them (in this case for the Outdoor Seating project). In turn, use of the improvements built with this Fund should be free, (with a revocable use clause) as a means to increase visitors and activity Downtown, consequently generating overall economic prosperity for the area.

RECOMMENDED STYLES: TRADITIONAL FURNITURE



TRADITIONAL STYLE TO COMPLEMENT THE HISTORIC CHARACTER OF DOWNTOWN STUART

Outdoor Seating Furniture and the elements that make up the Outdoor Seating Islands should follow a traditional style in keeping with the Downtown's historic character and charm. The furniture and materials proposed in this report tend to be of simple, classical proportions and noble materials, such as aluminum, iron and wood. Dimensions of proposed elements are of constrained size and proportions.

Following are a few examples of proposed styles for side chairs and tables.



OUTDOOR FURNITURE: TABLES AND CHAIRS

Option A:

Chair: Aluminum, open weave design (stackable).

Width 21"; Depth 23"; Height 38" ; Seat Height 17"

Price: \$ 84.00 ea.

Table: Aluminum mesh table (round or square).

Top Dim. 24" x 30" (Rectangle) or 30" diameter - seats 2; w/umbrella hole.

Price: \$53.00

Option B: Charleston Side Chair (stackable)

Chair: Aluminum

Width 21"; Depth 23"; Height 38"; Seat Height 17"

Price: \$ 84.00

Table: 24" or 30" Bistro table. Height 29". Seats 2 - 3; no umbrella hole.

Price: \$120.00 ea.

Option C: Grand Cafe Side Chair (folding)

Chair: Aluminum and teak

Width 18"; Depth 16"; Height 36" ; Seat Height 18"

Price: \$237.00

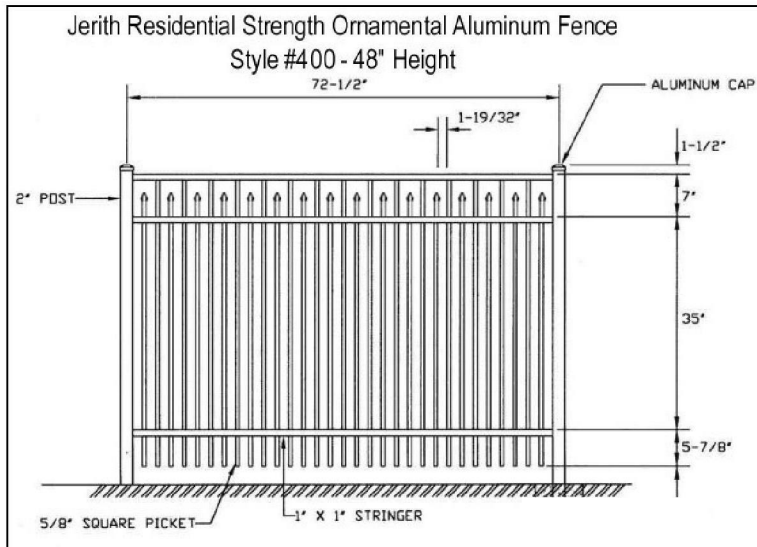
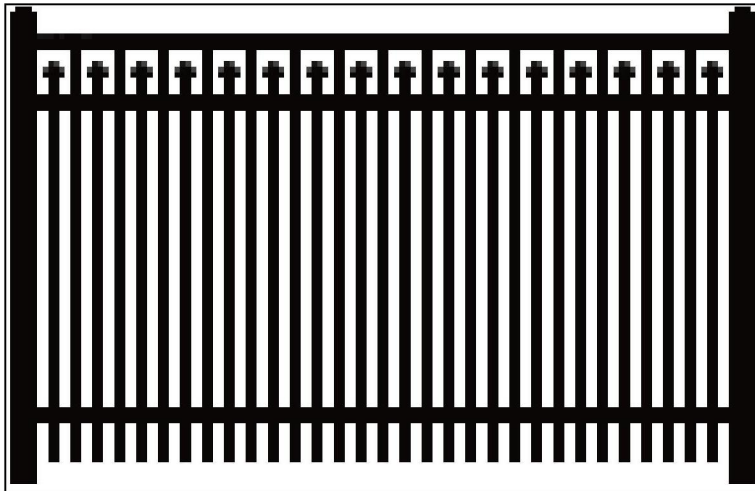
Table: 24" to 32" diam. Height 29". Seats 2 to 4; no umbrella hole

Price: \$540.00 ea.

source: www.contractfurniture.com



RECOMMENDED STYLES: RAILINGS



DECORATIVE RAILINGS

Option A

4' high x 6' wide section with pinched points - has 3 horizontal rails 141.00

Color: Black

Picket Spacing 1 5/8"

Post size/wall 2" square/.060" thick

Panel width 72 1/2" post centers

Height 4',

Price: 4' high x 6' wide section with pinched points - has 3 horizontal rails 141.00

Line Post 23.00 add

End Post 23.00 add

Corner Post 23.00 add

Accessories

4" sq. Ball Cap - black (price shown is when ordered with post) 12.50 add

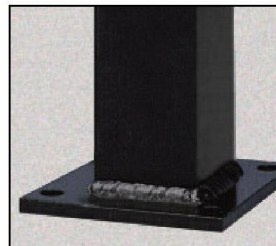
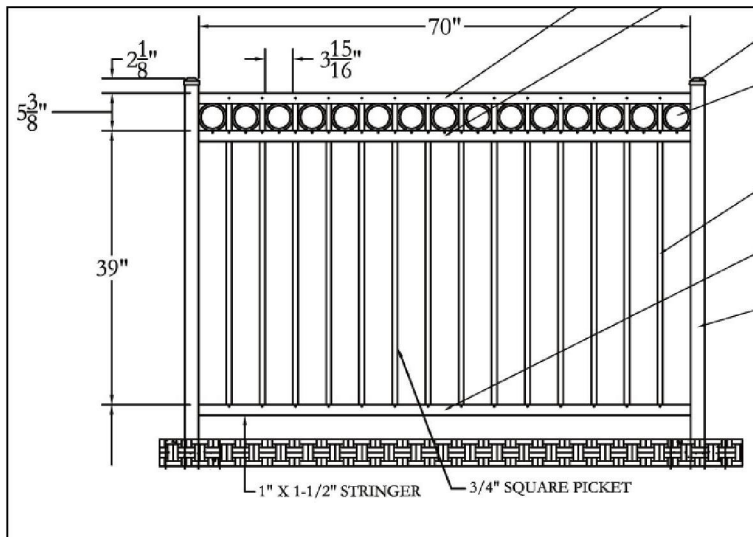
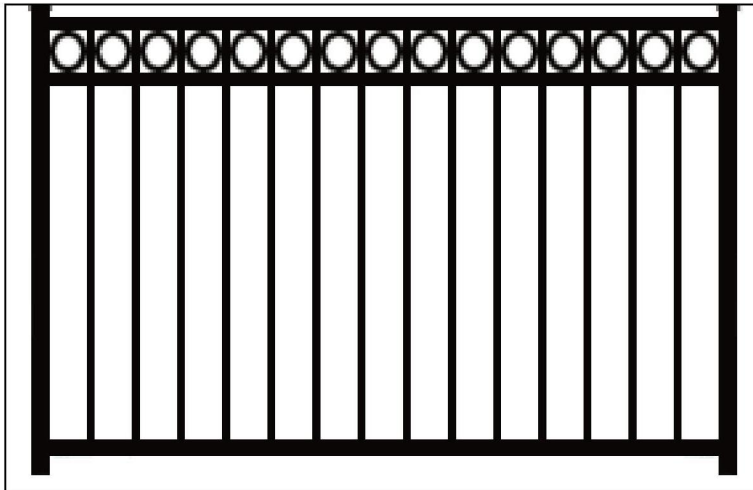
2" Solar Ornamental Lantern - Solar powered lighting post cap, black 28.67 add

2" Solar Lighting Post Cap - Aluminum solar powered lighting post cap, black 50.99 add

Deck Mount Plate - Plate welded to post for mounting to flat surface, black - minimum (4) 36.00 add

source: www.jerith.com

RECOMMENDED STYLES: RAILINGS



Option B

4' high x 6' wide section with pinched points - has 3 horizontal rails

Color: Black

Picket Spacing 3 31/32"

Post size/wall 2" square/.060" thick

Panel width 72 1/2" post centers

Height 4',

Pickets 3/4" sq. x .050" thick

Rails: Top Walls

Side Walls 1" x .055" thick

1 1/2" x .082" thick

Standard Posts 2" sq. x .060" thick

4" sq. x .125" thick

Post Spacing 72" on center

\$154.00.00 ea

Accessories

4" sq. Ball Cap - black (price shown is when ordered with post) \$12.50 ea

2" Solar Ornamental Lantern - Solar powered lighting post cap, black \$28.67 ea.

2" Solar Lighting Kit - Aluminum solar powered lighting post cap, black \$41.50 ea.

Deck Mount Plate - Plate welded to post for mounting to flat surface, black - minimum (4) 36.00 add

4" Sq. Ball Cap (with post purchase - upgrade) \$12.50 ea.

4" Sq. Deck Mount \$23.00 ea.

source: www.jerith.com

RECOMMENDED STYLES: UMBRELLAS



Option A:

- 7.5' Canopy span Commercial Aluminum Pop-Up Umbrella
- 8 Panel octagon
- Pop-up opening system
- Aluminum pole (black)
- Fiberglass ribs
- 1 1/2" Pole diameter
- 2mm Pole thickness
- No tilt
- Sunbrella fabric or Outdura fabric (known for its durability against the elements and its high resistance to staining and fading), solid color, no logo.
- \$200.00 ea.

Option B:

- 9' Canopy span
- 8 Panel octagon
- Pulley system
- Hardwood pole
- Hardwood ribs
- 1 1/2" Pole diameter
- Tilt or No tilt
- No logo
- Sunbrella or Outdura canopy, solid color, no logo
- \$280.00 ea.



Base Options:

Square Umbrella Stand, durable cast iron with a hardened powder coat finish.

Assembled Dimensions: 24.00 × 24.00 × 12.00 inches

Price: \$132.16

Round Umbrella Stand

Assembled Dimensions: 18.00 × 18.00 × 12.00 inches

\$ 81.74 ea.

RECOMMENDED STYLES: UMBRELLAS



Option C:

Dimensions 98.00 × 108.00 × 108.00 inches

- 10' Canopy span, same traditional design as center pole umbrellas
- Pop-up opening system
- Aluminum pole (black)
- Fiberglass ribs
- 1 1/2" Pole diameter
- 2mm Pole thickness
- Tilt
- Sunbrella fabric or Outdura fabric (known for its durability against the elements and its high resistance to staining and fading), solid color, no logo.
- \$999.00 ea.

Base Options:

Includes Base

- Three 8'-10" Hexagon Umbrella Canopy with marine-grade, 20 micron extruded anodized aluminum frame
- Three 6'-0" rotating arm and holder
- One telescopic pole that can accommodate up to 5 canopies



RECOMMENDED STYLES: UMBRELLAS



Option D - Cluster Umbrellas:

Cluster umbrellas are more costly but create an environment that is both aesthetical pleasing and functional. Each canopy can be tilted or rotated independently to provide complete shade coverage at any time of day creating a unique look and providing optimal coverage from the sun and are therefore recommended as a viable option to provide shade for the outdoor seating islands.

Three Cluster Pole-Mount Umbrella

- Three 8'-10" Hexagon Umbrella Canopy with marine-grade, 20 micron extruded anodized aluminum frame
 - Three 6'-0" rotating arm and holder
 - One telescopic pole that can accommodate up to 5 canopies
- \$2900.00 ea.

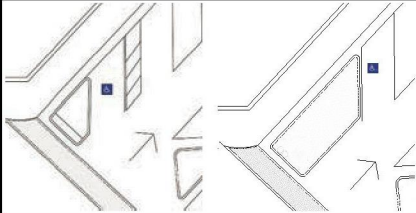
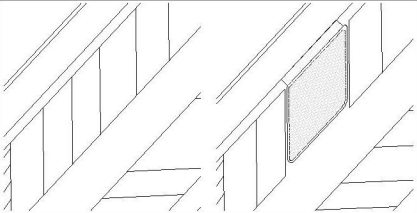
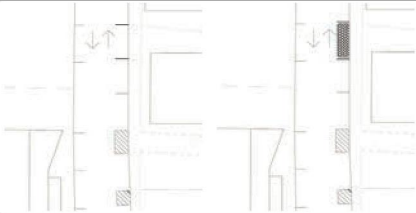
To mount the Telescopic Pole (for Cluster Umbrellas) to a wooden deck or concrete base:

- Spigot: 11" Tall
 - 2 Matching Base Plates: 9" Diameter, 3/8" Thick
 - Mounting hardware
- \$460.00



www.contractfurniture.com

OUTDOOR SEATING ISLANDS: COST ANALYSIS

DESCRIPTION	EXPANDED BUMP-OUT CONDITION	NEW ISLAND OVER DIAGONAL PARKING	NEW ISLAND OVER PARALLEL PARKING
EXISTING & PROPOSED LAYOUTS			
APPROXIMATE AREA	140sf to 280sf	140sf to 280sf	190sf
COST PER SQUARE FOOT*1	\$15.00 to \$42.00/sf + \$5,880.00	\$35.00/sf + \$4,900.00 to \$9,800.00	\$35.00/sf + \$6,650.00
ESTIMATED CAPACITY	seats 12 to 24	seats 12 to 24	seats 16
ADDITIONALS: TREE GRATES	\$300.00	\$0.00	\$0.00
ADDITIONALS: RAILINGS	\$1,700.00 to \$2,100.00	\$1,700.00 to \$2,100.00	\$1,100.00
TOTAL COST:	+ \$7,880.00	+ \$6,600 to \$11,900.00	+ \$7,750.00

*1: Cost Per Square foot includes materials and installation including the following: Concrete curb, brick pavers (same as those currently used throughout Osceola Street and existing bump-outs; fill, iron plank (to bridge gutter).

COMMUNITY INPUT AND FINAL RECOMMENDATIONS

COMMUNITY SUPPORT

In an effort to gather community input, and true to the City's 20+ year culture of involving residents, property and business owners in all decisions relative to physical improvements of the Downtown, the City requested that the concept proposed by the Downtown Business Association and Stuart Main Street be shared with all downtown business owners. The purpose of this public participation initiative was to seek public comment and input regarding the proposed strategy.

A one-on-one interview methodology was used to gather input. Every business owner or representative within the study area was personally contacted. Interviews were conducted with all those who expressed interest in participating.

The result of these interviews was an overwhelming support for the Outdoor Seating Strategy by all those interviewed. Only one retail interviewed (interview conducted with an employee, not the owner) expressed concern about trees and stated that the owner would not support the proposed improvements if trees along Osceola were removed. For clarification purposes, the strategy, as proposed, does not impact any trees except in the instance of connecting the parking lots at the end of Main Street.

Retailers interviewed contributed the following information in addition to that stated in this report:

- A shuttle could be established during weekends between Downtown and tourist destinations such as Indian River Plantation and Club Med to increase tourism.
- Sidewalk cleanliness needs to be improved throughout Downtown (especially near ice cream establishments). Benches should be added on sidewalks along Flagler Avenue.
- The façade improvement program should focus on the upkeep of downtown buildings as a first priority.
- Hours of operation of all businesses should be consistent.
- As a group, Downtown merchants should advertise on either public television, or at least in the County's Community Channel.
- Continuity of retail is important: no tinted glass or "dead wall" space should line Osceola Street.
- A better relationship with the waterfront would greatly benefit Downtown as a destination.
- Clarity and equality should be established regarding signage (some establishments display sidewalk signs while others are not allowed to do so).

Overall, both retail and restaurant owners overwhelmingly supported the notion of a public parking lot anchoring Main Street. Requesting that City employees park off site (in a manner similar to retail owners and their employees are requested to do so today) was seen as an opportunity to "lead by example", and was received with great support.

COMMUNITY INPUT AND FINAL RECOMMENDATIONS

Most restaurant owners were interviewed. Those who did not wish to discuss the proposal either already have outdoor seating, or provide an evening-only operation where this type of arrangement is not conducive to the clientele they target. But while they did not participate, neither did they oppose the concept.

Those restaurant operators who participated in the interview process supported the concept whole heartedly. Nevertheless, all expressed concern about the details of implementation and wanted assurance that issues such as cost, funding and financing, approvals, ownership (i.e. business owner or property owner) are properly defined.

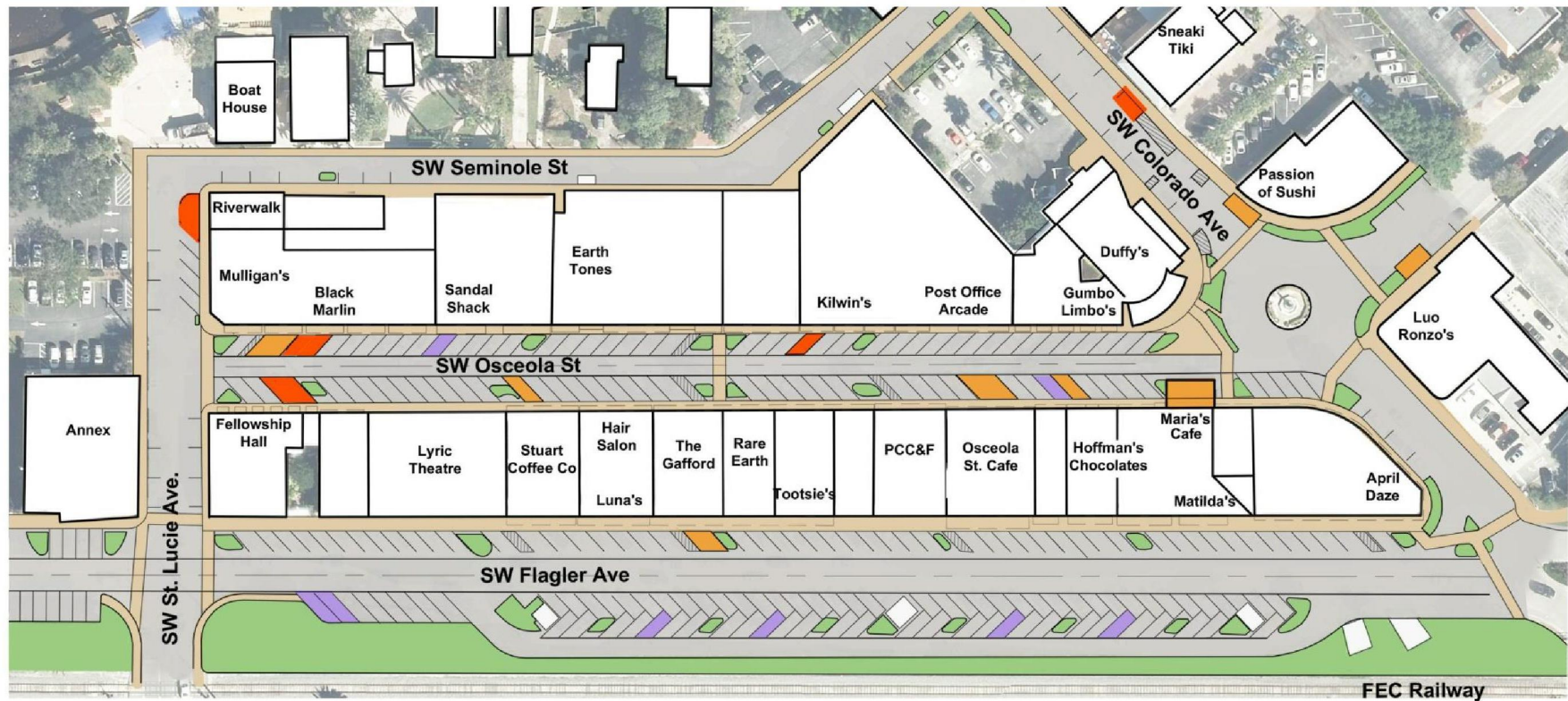
FINAL RECOMMENDATION

The City should work with Stuart Main Street and the Downtown Business Association towards the adoption and implementation of this proposed Outdoor Seating Strategy.

In addition, the City should:

- Encourage and/or sponsor a first, demonstration outdoor seating area;
- Develop formal Outdoor Seating Regulations;
- Develop a template revocable lease agreement;
- Implement off-site parking for City employees immediately;
- Proceed towards the reconfiguration of the City owned parking lots as outlined in Option III (assuming the City has plans for future development of this entire site).
- Strongly encourage Stuart Main Street and the Downtown Business Association to continue to jointly tackle Downtown related projects in the future.
- Continue to involve the public in the redevelopment and revitalization of its Downtown.

• S T U A R T M A I N S T R E E T • D O W N T O W N B U S I N E S S A S S O C I A T I O N •
• M A R C E L A C A M B L O R & A S S O C I A T E S , I N C . •



Legend

Total parking = 233 spaces provided between SW Colorado Ave. and SW St. Lucie Ave.

Existing / Approved Outdoor Dining Areas Proposed Outdoor Dining Areas Ex. Landscape Islands Proposed Parking Spaces (8 Total)

****4 not built as of September 2020- Sneaki Tiki, Kilwins, Black Marlin and Riverwalk Cafe**

This concept shows all existing, approved and proposed dining areas. Additional parking spaces have been shown to make up for the 6 to 8 parking spaces that would be needed accommodate these new proposed dining areas. No parking has been lost. 6 existing landscape islands have been removed and 2 new parking spaces have been created. The landscape pattern / concept is based on these conditions.



Downtown Stuart Streetscape Plan

Phase 1 – Expanded Outdoor Dining



HJA DESIGN
STUDIO
ARCHITECTURE
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Outdoor Dining Program Boundary

Streets Participating in Outdoor Dining Program

Outdoor Dining Areas

Existing Outdoor Dining

Proposed Per Approved 2017 Dining Plan

Proposed Outdoor Dining on Sidewalk

50 25 0 50

Feet

20 10 0 20

Meters

Stuart

10262020 JT CRA ORB

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DOWTOWN STUART OUTDOOR SEATING LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into as of this ____ day of _____, 2018 by and between the City of Stuart, a municipal corporation of the State of Florida and _____, the owner and operator of a restaurant located within the City of Stuart.

WITNESSETH:

WHEREAS, Licensee is owner and operator of a restaurant facility within the downtown historic district of the City of Stuart (hereinafter "Licensee");

WHEREAS, Licensors is the City of Stuart ("City");

WHEREAS, the Licensee desires to provide the public with outdoor dining:

WHEREAS, the City is seeking a manner through which to facilitate the Licensee's ability to provide the public with outdoor dining:

WHEREAS, the City and the Licensee desire to cooperate to further the above-stated purpose in a way compatible with the public interest;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. License to Provide Outdoor Dining. The City hereby grants the Licensee a license to provide outdoor dining services at its restaurant facility located within the historic downtown section of the City of Stuart. The Licensee shall comply with the terms of this Agreement, the License granted by the City of Stuart, and all applicable laws, regulations, and bylaws of the State of Florida. Within the licensed area, the licensee may put and maintain no more than _____ tables and _____ chairs. All such services will be provided at the sole cost and expense of the Licensee. The City shall not be liable for such cost nor obligated to reimburse the Licensee for the same. The Licensee shall be responsible for obtaining all permits or licenses at its expense for the construction of any improvements necessary to the provision of such services.
2. Indemnification. The Licensee shall indemnify, defend and save harmless the City of Stuart, its officers and employees from and against all suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and description to which the City may be subject or put by reason of injury (including death) to persons or property from the operation, construction, or existence of the outdoor dining facility and service, under this Agreement.
3. Insurance. The Licensee shall carry or require that there be carried **Worker's Compensation Insurance** for all employees and those of its contractors and /or subcontractors engaged in work on the outdoor dining facility, in accordance with the State Worker's Compensation Laws. The Licensee shall furnish a Certificate of Insurance to the City evidencing coverage of Worker's Compensation Insurance. In addition, the Licensee shall carry Comprehensive Public Liability and

Property Damages Liability Insurance, and if alcoholic beverages are served, Liquor Liability Insurance, with limits hereinafter set forth to cover the Licensee and its contractors and subcontractors against claim due to accidents which may occur or result from operations under this Agreement. Such insurance shall cover the use of all equipment related to the provision of outdoor dining services. The Comprehensive General Liability Policy, and if applicable, Liquor Liability Insurance Policy, shall insure against all claims and demands for bodily injury and property damage with respect to the outdoor dining facilities and services, with limits of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. The City shall be named as an "additional insured" in all policies for such insurance. The Licensee shall hold harmless, defend and indemnify the City of Stuart and its employees and agents from any responsibility, liability, and claims arising out of or related to the operations under this Agreement. The Licensee shall furnish a certificate of insurance to the City prior to commencing provision of the facilities and services authorized under this Agreement. Where such insurance is renewed or replaced, the Licensee shall furnish the City with a certificate of insurance evidencing same.

4. Conditions.

- a. Maintenance. The Licensee shall maintain the premises utilized for the provision of outdoor dining facilities and services under this Agreement in a clean and orderly condition. The Licensee assumes responsibility for the removal of any debris generated by the construction, operation, or existence of the outdoor dining facility and service. These duties assumed by the Licensee include but are not limited to:
 - General maintenance and cleaning of fixtures;
 - Sweeping;
 - Trash Removal; and
 - Security, which includes the removal of any person who becomes disorderly.The Licensee shall be solely responsible for any costs and losses generated by the listed, and any other maintenance duties.
- b. A permit is required for all outdoor dining.
- c. All food preparation must take place inside the associated food service establishment.
- d. Maintenance of platform, fence, furnishing and umbrellas are the sole responsibility of the food service establishment.
- e. Advertising or promotional features shall be limited to umbrellas or canopies.
- f. No additional signage shall be permitted to be in place along the designated outdoor seating area
- g. All applicable state health requirements shall be met.
- h. The use of public right-of-way for outdoor dining furniture and appurtenances shall only be permitted incidental, and ancillary, to the operation of a restaurant and private abutting property and the outdoor dining area shall not extend laterally beyond the frontage of the Licensee's establishment.
- i. All public sidewalks shall be free of signage and any kind of impediment to the pedestrian.
- j. A Use of Public Way for Outdoor Dining Agreement between the City , both the operator of the food service and the abutting land owner shall be approved by the City.
- k. Outdoor dining on public right-of-way shall be a special use allowed in the Community Redevelopment Agency (CRA) as defined by the Downtown Stuart Outdoor Seating Strategy exhibits.
- l. This license is revocable by the City Manager for any reason whatsoever upon written notice to the Licensee.
- m. All other City of Stuart codes and ordinances must be followed.
- n. Applicant shall not block fire department connections for fire sprinkler and/or standpipe systems.

- o. Seating areas shall provide at least 6' of clearance around fire hydrants.
5. Term. The license granted herein shall begin after it is approved by the City Manager's office and upon execution of this Agreement and payment of the License Fee. The term of this License Agreement is continuous until cancelled. Licensee shall pay to the City of Stuart a monthly rental fee of \$_____ during which it places the tables and chairs on public property. The failure to pay timely may result in a late fee or revocation of this License Agreement. Either Licensor or Licensee may cancel this license at any time upon 10 days' prior written notice to the other. Upon cancellation or termination of this License Agreement, and upon the request of Licensor, Licensee shall remove as requested any improvements, fixtures, equipment, and other personal property placed upon the Licensed Premises by Licensee. The costs and expenses of such removal, together with the repair of any damage occasioned thereby, will be borne solely by Licensee.
6. Hours of Operation. The License granted hereunder neither extends the physical description of the Premises nor shortens or extends the hours during which the Licensee may carry on other lawful licensed activities in the premises to which the outdoor dining area is auxiliary.
7. Revocation. The parties covenant and agree that this License is not an interest in land and is revocable at will by the City Manager for any reason whatsoever upon written notice to the Licensee from the City. The license will terminate upon Licensee's receipt of said written notice described therein. Licensee acknowledges, covenants and agrees that this License is revocable at will by the City and the Licensee further acknowledges, covenants and stipulates that in the event of such revocation, the Licensee shall have no recourse or claim against the City for such revocation whether by way of monetary charges, a suit in equity, or otherwise.
8. Severability. If any provisions, paragraphs, sentence, or clause of this bylaw shall be held invalid for any reason, all other provisions shall continue in full force and effect.

WITNESS, the execution hereof in counterparts under seal as of the date and year first above written.

CITY OF STUART, a municipal corporation

By: _____
David Dyess
City Manager

Date: _____

LICENSEE

By: _____

Print Name: _____

Date: _____

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST Joint CCM/CRA/CRB

Meeting Date: 10/26/2020

Prepared by: Pinal Gandhi-Savdas

Title of Item:

MURAL MATCHING GRANT AGREEMENT BETWEEN THE CRA AND THE DEHON BUILDING INVESTORS, LLC. (RC):

RESOLUTION No. 11-2020 CRA; A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE BOARD CHAIR TO EXECUTE AN AGREEMENT BETWEEN THE STUART COMMUNITY REDEVELOPMENT AGENCY AND DEHON BUILDING INVESTORS, LLC., FOR A MURAL MATCHING GRANT IN THE AMOUNT OF \$3,000 TO INSTALL MURAL ON THE EXTERIOR EASTERN WALL OF THE DEHON BUILDING; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Community Redevelopment Board

On October 6, 2020, the Community Redevelopment Board recommended approval of the proposed mural and mural matching grant in the amount of \$3,000 to the applicant.

History

The Mural Matching Grant Program was approved by Resolution No. 09-2018 to encourage and promote mural artwork on private and public properties within the Community Redevelopment Area.

Staff allocates \$20,000 in the CRA annual budget for the Mural Matching Grant Program. The program provides a reimbursement of up to \$3,000 of public funds per property to match private funds to pay for the mural on private property. The grant shall be available to private properties which may qualify for a reimbursement of 50% of the applicant's total project costs, not to exceed \$3,000.

Summary

The applicant is requesting a matching grant in the amount of \$3,000 for the proposed mural on the Dehon building located at 11 SE Osceola Street. The total cost for the mural is estimated at \$8,000. The applicant is requesting reimbursement of 50% of the total costs of the project, not to exceed \$3,000.

The attached grant agreement is between the CRA and the property owner for the reimbursement of the maximum grant award in the amount of \$3,000.

The mural named "House of Refuge" is designed and will be painted by a young aspiring artist, Christopher Vitali. The artist portfolio is attached. The proposed mural will be painted on the wall measuring 16 x 56 feet in the heart of Downtown Stuart. It will feature a colorful sunrise beach scene at the historic Gilbert's Bar House of Refuge (historic structure in Martin County) to recognize the rich history of Martin County in charming Old Downtown District.

The proposed artwork and mural costs was reviewed by the Arts Council of Martin County and a letter of approval with comments is attached.

The mural is expected to begin in November and completed by December 2020.

Funding Source:

Mural Matching Grant Award in the amount of \$3,000.

Recommended Action:

Approve Resolution No. 11-2020 CRA to award grant in the amount of \$3,000 for the mural at the Dehon Building.

ATTACHMENTS:

Description	Upload Date	Type
▣ A1. Res 11-2020 Mural Grant	9/23/2020	Resolution add to Y drive
▣ A2. Grant Agreement	9/23/2020	Resolution add to Y drive
▣ A3. Attachment 1	9/23/2020	Resolution add to Y drive
▣ D1. Location Map	10/8/2020	Backup Material
▣ D2. Artist Information and Portfolio	10/8/2020	Backup Material



**BEFORE THE COMMUNITY REDEVELOPMENT AGENCY
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 11-2020 CRA

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE BOARD CHAIR TO EXECUTE AN AGREEMENT BETWEEN THE STUART COMMUNITY REDEVELOPMENT AGENCY AND DEHON BUILDING INVESTORS, LLC., FOR A MURAL MATCHING GRANT IN THE AMOUNT OF \$3,000 TO INSTALL MURAL ON THE EXTERIOR EASTERN WALL OF THE DEHON BUILDING; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Community Redevelopment Agency approved the Mural Matching Grant Program by Resolution No. 09-2018 on September 24, 2019 to encourage and promote mural artwork on private properties and public buildings within the Community Redevelopment Area; and

WHEREAS, the Community Redevelopment Board approved the mural by Resolution No. 10-2020 on October 6, 2020, and

NOW THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT BOARD OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The Stuart Community Redevelopment Agency authorizes the Board Chairman to execute an agreement between the Stuart Community Redevelopment Agency and the Dehon Building Investors, LLC., to award a grant in the amount of \$3,000 to install a mural on the exterior eastern wall of the Dehon Building.

SECTION 2: This resolution shall take effect immediately upon its adoption.

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

MICHAEL J. MEIER, CHAIRPERSON
EULA R. CLARKE, VICE CHAIRPERSON
BECKY BRUNER, BOARD MEMBER
MERRITT MATHESON, BOARD MEMBER
TROY MCDONALD, BOARD MEMBER
PETE WALSON, EX-OFFICIO BOARD MEMBER
TOM CAMPENNI, EX-OFFICIO BOARD MEMBER

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of _____, 2020.

ATTEST:

MARY KINDEL
CITY CLERK

MICHAEL J. MEIER
BOARD CHAIRPERSON

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

**MURAL MATCHING GRANT AGREEMENT BETWEEN STUART CRA AND
BUSINESS OWNER FOR INSTALLTION OF A MURAL IN
STUART COMMUNITY REDEVELOPMENT AREA**

THIS AGREEMENT ENTERED this ____ day of _____ 2020 by and between the City of Stuart Community Redevelopment Agency (hereinafter referred to as "CRA") and Dehon Building Investors, LLC (hereinafter referred to as "Owner").

W I T N E S S E T H:

WHEREAS, in City of Stuart Chapter 62 of the City of Stuart Code of Ordinances, the City Commissioners delegated authority to the CRA to award and administer CRA grants including contracts with owners for CRA grants; and

WHEREAS, Owner has applied for a Mural Matching Grant in the amount of \$3,000.00 dollars; and

WHEREAS, the CRA has determined that Owner meets the eligibility requirements and was approved for a grant award in the amount of \$3,000.00 dollars on October 26, 2020 ("CRA Approval"), which is a minimum of 50 % of the costs to install the mural.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the parties agree as follows:

1. Owner acknowledges to the CRA that Owner has received a copy of the Stuart Community Redevelopment Agency Mural Matching Grant Program (hereinafter referred to as "Mural Program"), that Owner has read the guidelines and requirements for the Mural Program, and that Owner has had ample opportunity to discuss the Mural Program with Owner's counsel or advisor. Owner further acknowledges to the CRA that Owner understands and agrees to abide by all of the terms and conditions of the Mural Program. Owner agrees to the terms and conditions of the Mural Program, a copy of which is attached as "Attachment 1" and incorporated herein.

2. Owner is the business owner at property described as 11 SE Osceola Street, Stuart, Florida.

3. Owner has agreed to install the mural on the eastern wall of the property pursuant to the grant application submitted to the CRA dated August 18, 2020. ("The Mural Program") attached hereto as "Attachment 1" and incorporated herein by reference.

4. Owner agrees to complete the mural within one year of the execution of this agreement. Owner also agrees to fund at least 100% of the costs of the mural.

5. CRA has approved a reimbursement to Owner in the amount of \$3,000.00 to be administered pursuant to the terms of this Agreement based on an estimated cost of \$8,000.00. If the actual costs to install the mural is less than the estimated costs for the mural, the reimbursement amount shall be reduced accordingly to equal the percent of the mural costs approved for funding by the CRA. In no case will the CRA/City of Stuart be obligated to fund anything in excess of the reimbursement amount.

6. Within forty-five (45) days after confirmation that the mural was installed pursuant to the terms of the approved application, Owner shall be issued a check in the amount of the grant or reduced amount required by paragraph 5. However, if Owner fails to install the mural pursuant to the terms of the approved application, or if the project is not completed within one year from the approval of the grant, or if Owner fails to fund at least 50% of the cost of the mural, the reimbursement shall be deemed revoked and Owner shall be entitled to no funding.

7. This Agreement shall be governed and construed pursuant to the laws of the State of Florida.

8. This Agreement contains the entire agreement of the parties and their representatives and agents, and incorporates all prior understandings or representations, whether oral or written. No change, modification or amendment, or any representation, promise or condition, or any waiver, to this Agreement shall be binding unless in writing and signed by a duly authorized officer of the party to be charged.

9. This Agreement is personal to Owner and may not be assigned or transferred by Owner or to Owner's respective heirs, personal representatives, successors or assigns without the prior written consent of the CRA.

10. Reimbursement is subject to the availability of funds in the CRA Budget for the current fiscal year of the CRA.

11. If the project is not completed within one year from the approval of the grant, the grant award shall expire.

12. IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

OWNER(S):

(1) _____
Witness Signature

Printed/Typed Name

By: _____
Steven Vitali, Property Owner

Printed/Typed Name

(2) _____
Witness Signature

Printed/Typed Name

COMMUNITY REDEVELOPMENT AGENCY
STUART FLORIDA

Pinal Gandhi-Savdas, CRA Administrator

David Dyess, City Manager

APPROVED AS TO FORM AND CORRECTNESS:

Michael Mortell, City Attorney



STUART COMMUNITY REDEVELOPMENT AGENCY

MURAL MATCHING GRANT PROGRAM GUIDELINES AND APPLICATION

MISSION

The objective of the program is to use murals as a catalyst for redefining our area as a destination for arts and culture. Public art is an essential component to community revitalization. Art strengthens communities, drives tourism, and fosters an environment of creativity and innovation. Through this community revitalization effort, we aim to engage the creative sector to drive economic development in Downtown Stuart.

PROGRAM DESCRIPTION

The applicants are eligible to receive financial assistance, in the form of a 50/50 funds match, not to exceed \$2,000, for new mural artwork that are adjacent to the public right-of-way or surface parking lots, or visible from the public right-of way.

Murals that are funded by the Mural Matching Grant Program may be placed on public buildings and facilities within the Community Redevelopment Area. With the appropriate contractual agreements, the City may also fund murals which are placed on private property limited to non-residential and mixed-use buildings or structures in the Urban Code District and East Stuart Code District located within the Community Redevelopment Area (See attached Mural Project Area Map).

Murals are considered temporary works of art. Murals funded by the Mural Matching Grant Program shall be maintained for a minimum of 5 years and shall be the responsibility of the applicant and/or artist. An agreement, which will clarify terms and conditions of the commitments including maintenance, must be signed by the property owner and the artist. This ensures that murals will continue to look as their artists and designers intended, and it also ensures opportunities for new murals and mural artists that reflect the changing perspectives and styles of the community.

A mural may not use letters, words, numerals, figures, emblems, logos or any parts or combinations thereof to advertise goods, services or merchandise. Commercial signs are permitted through the City's Development Department.

ELIGIBILITY AND APPLICATION REQUIREMENTS

Anyone can propose a mural project including property owners, artists, organizations, neighborhood associations, and government agencies. Ideas for murals will be accepted from anyone, provided it complies with a Minor Conditional Use application review process, public art work criteria and public notice requirements in accordance with Section 3.01.08 and Section 11.02.00 of the City's Land Development Code, which shall be processed in conjunction with this grant application. Issuance of a Minor Conditional Use Approval shall be granted by the City's Community Redevelopment Board.

For a Planned Unit Development (PUD), a minor amendment process for PUDs shall apply and the proposed mural shall be consistent with the terms and conditions of the development agreement. Approval shall be granted by the City's Community Redevelopment Board and the City Commission. The Mural Matching Grant Program application shall be processed simultaneously with a Minor Conditional Use application approval process. Projects will be considered on a case-by-case basis, and any grant is contingent upon the approval by the Community Redevelopment Board. Approved projects will require a grant agreement, which will clarify terms and conditions of the commitments between the CRA and the applicant. The number of mural projects funded by the City will depend on the funding availability.

HOW THE MATCH WORKS

The City shall provide funding for no more than 50% of the total cost of the project, not to exceed \$2,000. Grant awards shall only be used for costs related to the mural project specified in the proposal. Grant awards shall be inclusive of artist's fees and related expense for design, supplies, insurance, transportation, installations, minor conditional use application fees/permits and public notification.

The applicant shall match the City grant through direct financial contributions, material donations (e.g. equipment, paint or other supplies) and/or volunteer time. The value of volunteer time is updated annually based on the State's wage calculation. In 2018, the value of a volunteer hour is \$24.69 per hour. Contact the CRA Administrator if you intend to use volunteer hours as part of your match.

APPLICATION PROCESS

1. Download an application from the City's website, www.cityofstuart.us or secure an application at City Hall, Development Department's office located on 121 SW Flagler Avenue, Downtown Stuart.
2. Review the application, and if you have any questions please call 772-288-5375.
3. Submit a completed application package to City Hall, Development Department's office, which includes the following:
 - Completed Mural Matching Grant Application
 - Attach a COMPLETED BUDGET WORKSHEET (use template provided).
 - Attach a copy of the Minor Conditional Use application submitted to the Development Department.
 - Attach proof of ownership of the property or contract agreement for mural on private property.
 - W-9 form (as applicable)
 - Attach a copy of the liability insurance
 - Image(s) of a color rendering of proposed mural project
 - Image(s) of site and/or building/structure where the mural will be placed.
 - Project timeline.
 - If attaching panels to a wall, a materials list, drawing and attachment plans must be submitted, and a building permit may be required.
 - Attach any other documentation requested by the CRA Administrator in the pre-application meeting.

The applicant is responsible for all Development Department application fees, public notice, building and other permits and fees which are associated with the proposed project.

REIMBURSEMENT PROCESS

Disbursement of grant funds shall only occur when the following documents are submitted and all other required conditions are met. Upon project completion, the applicant contacts the Development Department's office by calling 772-288-5375 with the project completion date.

The applicant submits a "reimbursement package" to the CRA which includes the following:

- Completed reimbursement form (provided by the CRA as part of the application);
- Copies of applicable invoices must show "paid in full"; (receipts must clearly show how the project was paid, i.e. check, cash must be made by cashier's check or credit)
- Proof of payment (which must be at least as much as the amount indicated in the application); and photos of mural.
- Final approval by the City staff or copies of final inspection if building permit required.

If the project is not completed within one year from the approval of the grant, the grant award shall expire.



STUART COMMUNITY REDEVELOPMENT AGENCY



MURAL MATCHING GRANT PROGRAM APPLICATION

SUBMITTING AN APPLICATION IS NOT A GUARANTEE OF FUNDING

APPLICANT INFORMATION

Name:	Dehan Building Investors, LLC	
Address:	211 S. Colorado Ave. Suite 2 Stuart FL 34994	
Phone:	772-215-3437	Tax ID# 34-2008841
Email:	SV41969@aol.com	
Website:		

ARTIST INFORMATION

Lead Artist Name:	Christopher Vitale	
Other Artists (if applicable):		
Address:	13 Knowles Rd. Stuart FL 34994	
Phone:	772-485-3555	Tax ID# 592-91-1822
Email:	ChristopherVitale91@gmail.com	
Website:	N/A	

MURAL LOCATION INFORMATION

Name of Business:	Dehan Building
Type of Business:	Commercial Building where Sada Salon, Monkeys & Noodle World are tenants.
Property Owner Name / Phone:	Dehan Building Investors, LLC (Steven Vitale)
Address of Proposed Project:	11 SE Osceola Street Stuart FL 34994

General Information
(Please Print or Type)

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

Name:	Steven Vitale
Title:	Manager
Company:	Dehan Building Investors, LLC
Company Address:	211 S. Colorado Ave. Ste. 2 Stuart FL 34994

City/State/Zip Code:	Stuart FL 34994
Telephone Number:	772-215-3437
Facsimile Number:	772-781-2299
Email Address (optional):	SV41969@aol.com

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

Name:	Steven Vitale
Title:	Manager
Company:	Dehan Building Investors, LLC
Company Address:	211 S. Colorado Ave Ste 2

City/State/Zip Code:	Stuart FL 34994
Telephone Number:	772-215-3437
Facsimile Number:	772-781-2299
Email Address (optional):	SV41969@aol.com

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

Name:	Steven Vitale
Title:	Manager
Company:	Dehan Building Investors, LLC
Company Address:	211 S. Colorado Ave, #2

City/State/Zip Code:	Stuart FL 34994
Telephone Number:	772-215-3437
Facsimile Number:	772-781-2299
Email Address (optional):	SV41969@aol.com

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

4. Signed this 18th day of August, 2020

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

State of Florida, Martin County The foregoing instrument was acknowledged before me on this 18th day of August 2020

August 2020 by Steven Vitale who is personally known to me, or who has produced

N/A

as identification and who did/did not take an oath.

Notary Signature

Commission expires:
07/18/2022



City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5375 Fax: (772) 288-5388

MURAL PROJECT SUMMARY

Please provide project concept/description, mission statement and/or mural project name (include detailed summary on a separate attachment):

Dehon Building Mural
Mural of House of Refuge + Reefs

Total Project Cost:	\$ 8,000.00
Matching Amount Requested:	\$ 3,000.00

Additional Instructions: At least one month prior to submitting your Mural Matching Grant application, meet with the CRA Administrator for an initial review of the mural, location, funding and building owner's approval. Contact Pinal Gandhi-Savdas @ (772) 288-5375 or email at pgandhi@ci.stuart.fl.us

Submit a completed application package to City Hall located at 121 SW Flagler Avenue, Development Department's office, which includes the following:

- Completed Mural Matching Grant Application.
- Attach the completed Budget Worksheet (use template provided).
- Attach a copy of the Minor Conditional Use application submitted to the Development Department.
- Attach proof of ownership of the property or contract agreement for mural on private property.
- W-9 form (as applicable).
- Attach a copy of the liability insurance.
- Image(s) of a color rendering of proposed mural project.
- Image(s) of site and/or building/structure where the mural will be placed.
- Project timeline.
- If attaching panels to a wall, a materials list, drawing and attachment plans must be submitted, and a building permit may be required.
- Attach any other documentation requested by the CRA Administrator in the pre-application meeting.

The applicant is responsible for all Development Department application fees, public notice, building and other permits and fees which are associated with the proposed project. Questions, please call 772-288-5375.

MURAL MATCHING GRANT PROGRAM BUDGET WORKSHEET

Project Expenses:	Notes	Amount
Artist Fees		6,000.00
Assistant Fees		
Supplies/Materials		500.00
Insurance		
Wall Preparation		
Scaffolding/Ladders/Lifts		500.00
Sealing		500.00
Maintenance		
Application Fees		250.00
Public Notice/Posting Sign		250.00
Other		
Total Budget		\$8,000.00

Match:	Notes	Amount
Cash		
Foundation Grants		
Business Donations		
Individual Donations		
Fundraisers		
Other		
Total Cash		

In-Kind:	Notes	Amount
Volunteer Time	Use IS Value*	
Donations of Materials		
Artist Fees	Donated by lead artist	
Assistant Fees		
Wall Preparation		
Publicity/Promotion		
Other		
Total In-Kind:		

Total Match:		\$5,000
Funding Request:		\$3,000
Does match equal or exceed funding request?		yes

*Estimated value according to Independent Sector (IS), a coalition of charities, foundations, corporations, and individuals that publishes research important to the nonprofit sector.

Christopher Vitale
(772) 485-3555
christophervitale91@gmail.com

I am an artist based in Stuart, FL specializing in painting and drawing. For the past two years I have been studying at the Catholic University of America in Washington, DC and am pursuing majors of Studio Art (with a focus on oil painting) and English. I have previously studied at the local Alizarin Crimson Art Studio. While enrolled at Jensen Beach High School, I participated in the Marvin S. Cone Juried Art Shows of 2017 and 2018 at the Martin County Court House Cultural Center & Gallery and was awarded with the "Purchase Award." I was also named by the Art Associates of Martin County as the "Art Student of the Month" for January, 2018. In addition to my experience with traditional oil painting, I have also worked as a muralist in 2017 when I completed a large public mural on the fence surrounding the local Ground Floor Farm as a part of the their ambitious initiative to transform the perimeter of their property into an outdoor gallery featuring a collection of individual murals created by fifteen local artists (myself included). The proposed mural will span a large wall measuring 16 x 56 feet in the heart of Downtown Stuart. It will feature a colorful sunrise beach scene at the historic Gilbert's Bar House of Refuge (the oldest structure in Martin County) in order to beautify the downtown area as well as pay homage to Stuart's rich history and natural charm.



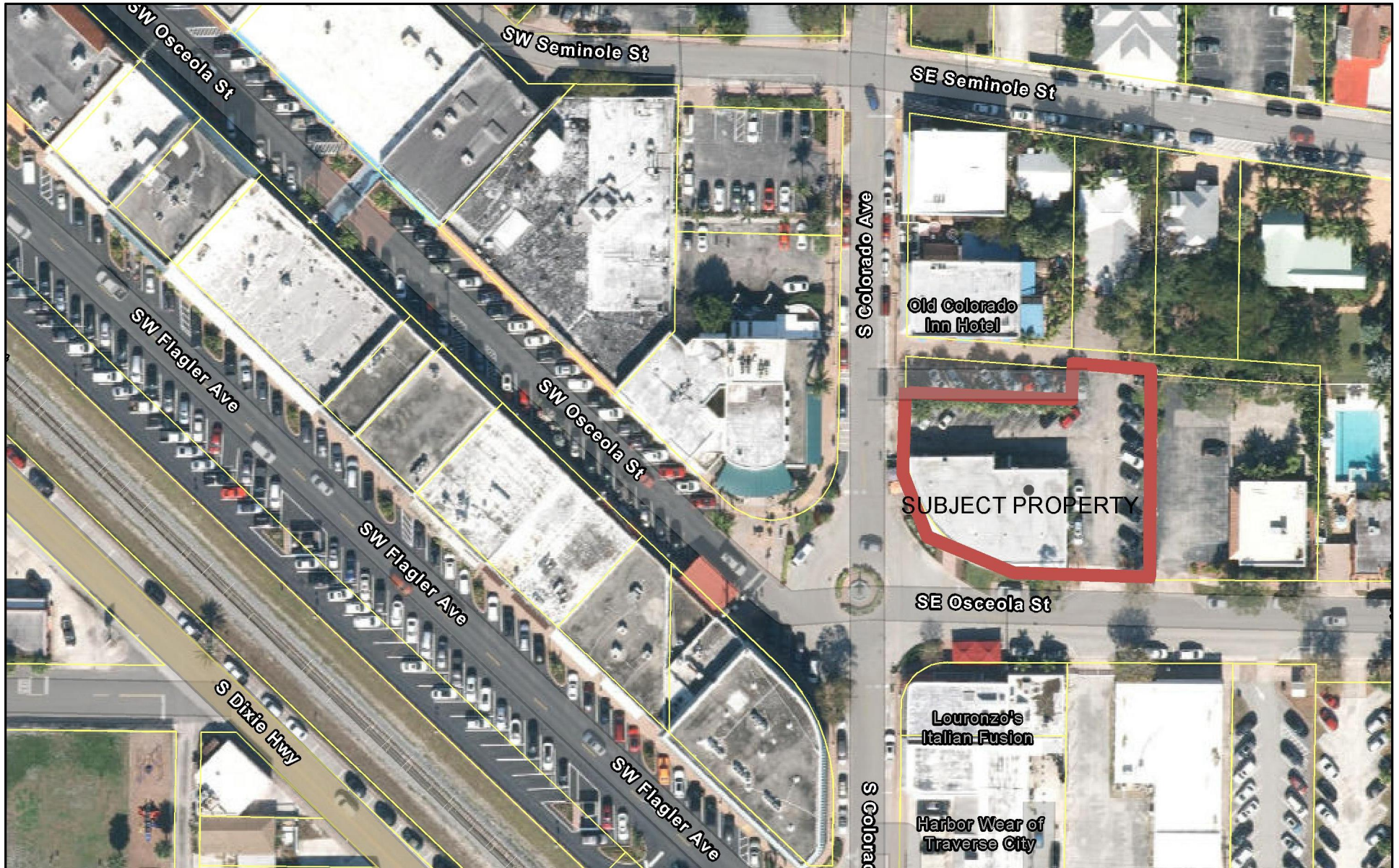
Preventer

This drawing has been rendered to scale
to match the dimensions of the side
wall of the Dehan building, which measures
16 x 56 feet.

Christopher Vitale



ArcGIS Web Map



9/18/2020 11:09:13 AM

 Stuart City Limits

 Parcels

10262020 JT CRA CRB

1:1,128

0 0.01 0.01 0.03 mi
0 0.01 0.03 0.05 km

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS,

Page 93 of 117
ArcGIS Web AppBuilder

State of Florida, Maxar, Microsoft | The U.S. Department of Agriculture, Natural Resources Conservation Service, Esri | SFWMD, Regulation | Esri Community Maps Contributors, FDEP, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/

Christopher Vitale
(772) 485-3555
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CITY OF STUART, FLORIDA AGENDA ITEM REQUEST Joint CCM/CRA/CRB

Meeting Date: 10/26/2020

Prepared by: Pinal Gandhi-Savdas

Title of Item:

INTER-LOCAL AGREEMENT WITH TREASURE COAST REGIONAL PLANNING COUNCIL (RC):

RESOLUTION No. 12-2020 CRA; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN COMMUNITY REDEVELOPMENT AGENCY AND THE TREASURE COAST REGIONAL PLANNING COUNCIL FOR THE PROVISION OF CONDUCTING ANALYSIS OF EXISTING INFRASTRUCTURE AND DEVELOPING A MASTER PLAN FOR POTENTIAL REDEVELOPMENT IN THE PROPOSED GATEWAY TRIANGLE DISTRICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

History

The CRB/CRA Board approved the CRA budget for FY2021 in the amount of \$30,000 for the study and creating a masterplan for the new proposed Gateway Triangle District. The Gateway Triangle District is bounded by SW Federal Highway to the west, SW Ocean Avenue to the south, and S Dixie Highway to the northeast. The Gateway Triangle study area is adjacent to "The Creek" Arts & Entertainment District and the Old Downtown District. The goal is to bridge the two districts and develop a vision plan for the Gateway Triangle District (maps attached).

Summary

This item proposes that the CRA enter into an Inter-local agreement with the Treasure Coast Regional Planning Council (TCRPC) to provide services related to analysis of existing and needed infrastructure and a masterplan for potential redevelopment within the Gateway Triangle District.

The City Commission recently approved an interlocal agreement with the TCRPC to provide service and developing a masterplan of the Federal Highway Commercial Corridor, which is separately funded through the Florida Department of Economic Opportunity (FDEO) Technical Assistance Grant.

The two efforts will be coordinated by the TCRPC to develop a comprehensive masterplan for both study areas.

The proposed agreement, scope and timetable are attached to the item.

Funding Source:

FY 2021 CRA Budget - \$30,000

Recommended Action:

Motion to Approve Resolution No. 12-2020.

ATTACHMENTS:

Description

Upload Date

Type

Resolution add

▣	A1. Resolution No. 12-2020	10/13/2020	to Y drive
▣	A2. ILA TCRPC Gateway Triangle District	10/13/2020	Exhibit
▣	A3. ILA Scope Gateway Triangle District	10/13/2020	Attachment
▣	D1. Boundary Maps	10/13/2020	Attachment



**BEFORE THE COMMUNITY REDEVELOPMENT AGENCY
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 12-2020 CRA

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA AUTHORIZING THE
EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN COMMUNITY REDEVELOPMENT AGENCY
AND THE TREASURE COAST REGIONAL PLANNING
COUNCIL FOR THE PROVISION OF CONDUCTING
ANALYSIS OF EXISTING INFRASTRUCTURE AND
DEVELOPING A MASTER PLAN FOR POTENTIAL
REDEVELOPMENT IN THE PROPOSED GATEWAY
TRIANGLE DISTRICT; PROVIDING AN EFFECTIVE
DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969”, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the need and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter Interlocal Agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Community Redevelopment Agency has determined the analysis of existing and needed above-ground infrastructure and developing a master plan for potential redevelopment in the Gateway Triangle District would benefit the residents and businesses of Stuart; and

WHEREAS, the goal of the analysis is to understand the existing conditions, constraints, and opportunities for revitalization within the Gateway Triangle District and devise strategies and plans based on analysis and public input; and

WHEREAS, the CRA and the Council desire to enter into an agreement to conduct this analysis and develop a plan for revitalization of the Gateway Triangle District.

NOW THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The Community Redevelopment Agency Board hereby authorizes the Chair and City Clerk to execute an Interlocal Agreement between the Community Redevelopment Agency and Treasure Coast Regional Planning Council in respect of services to be provided for the analysis and a masterplan of the Gateway Triangle District.

SECTION 2: This resolution shall take effect upon adoption.

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

MICHAEL J. MEIER, CHAIRPERSON
EULA R. CLARKE, VICE CHAIRPERSON
BECKY BRUNER, BOARD MEMBER
MERRITT MATHESON, BOARD MEMBER
TROY MCDONALD, BOARD MEMBER
PETE WALSON, EX-OFFICIO BOARD MEMBER
TOM CAMPENNI, EX-OFFICIO BOARD MEMBER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2020.

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MEIER
CHAIRPERSON

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF STUART
COMMUNITY REDEVELOPMENT AGENCY (CRA)
AND
THE TREASURE COAST REGIONAL PLANNING COUNCIL**

This Interlocal Agreement is entered into this ____ day of _____, 2020 by and between the City of Stuart Community Redevelopment Agency, Stuart, Florida (herein referred to as “the CRA”), and Treasure Coast Regional Planning Council (herein referred to as “Council”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969”, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the need and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal Agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the City of Stuart CRA, Stuart, Florida has determined that an analysis of existing and needed above-ground infrastructure and a masterplan for potential redevelopment for the Gateway Triangle District in the CRA would benefit the residents and businesses of Stuart, Florida; and

WHEREAS, the goal of the effort is to provide the CRA with the planning, data and analyses necessary to make the most prudent decisions going forward related to future redevelopment and public investment in the Gateway Triangle District; and

WHEREAS, Council can assist the CRA in establishing a vision and redevelopment approach for the Gateway Triangle District and immediate surrounding areas, including coordination with the City of Stuart and their efforts to develop a US-1 Corridor plan for the areas adjacent to the Gateway Triangle District; and

WHEREAS, the CRA and the Council desire to enter into an agreement to conduct a public input process and develop the Gateway Triangle Masterplan.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

SECTION 1. PURPOSE

- A. The purpose of this Agreement is for the CRA to contract with the Council to assist the CRA in developing existing street and above-ground infrastructure analyses and recommendations for redevelopment within the Gateway Triangle District and coordinate with the City of Stuart US-1 Corridor Plan.
- B. The CRA and Council agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

SECTION 2. GENERAL TERMS AND CONDITIONS

- A. This Agreement shall begin upon execution by both parties and shall end when the deliverables are complete as identified in the schedule contained in Attachment “A” unless terminated earlier in accordance with Section 4 of this Agreement.
- B. The Council shall fully perform the obligations identified in the Scope of Work as identified in Attachment “A” of this Agreement.
- C. The CRA and Council agree to be governed by applicable local, State and Federal laws, rules and regulations.
- D. Modifications of this Agreement may be requested by any party. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each party and attached to the original Agreement.
- E. The CRA agrees to:
 - 1. Assist in the collection of base documentation and background data, participate in a public design and input process, and assist in the development of recommendations; and
 - 2. Process all requests for payment in a timely manner.

SECTION 3. RECORD KEEPING

- A. All records submitted by the Council shall be kept for three years after the termination of this Agreement and shall be sufficient and complete to verify compliance with the requirements of this Agreement.
- B. The Council shall allow access to its records during normal business hours and upon reasonable advance requests of the CRA, its employees and agents.

SECTION 4. TERMINATION

This Agreement may be terminated for convenience by either party on thirty (30) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) days of written notice and diligently complete the correction thereafter. The CRA shall be obligated to pay Council for only its work completed up to the date of termination pursuant to this paragraph.

SECTION 5. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in Martin County, State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 6. INDEMNIFICATION

Each party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other party and the other party's respective officers, employees, servants or agents from and against each party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceedings, judgments, interest, attorney's fees, costs and expenses, whether at trial or appellate levels or otherwise arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.

SECTION 7. SEVERABILITY

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Interlocal Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Interlocal Agreement.

SECTION 8. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties. This Agreement may be modified and amended only by written instrument executed by parties hereto.

SECTION 9. NOTICE AND CONTACT

All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For the CRA:

CRA Administrator – Pinal Gandhi-Savdas
City of Stuart City Hall, 121 SW Flagler Avenue, Stuart, Florida 34994

City Attorney – Michael J. Mortell
City of Stuart City Hall, 121 SW Flagler Avenue, Stuart, Florida 34994

For The Council:

Thomas J. Lanahan – Executive Director
421 SW Camden Avenue, Stuart, Florida 34994

SECTION 10. FUNDING/CONSIDERATION

- A. This is a fixed fee agreement. As consideration for performance of work rendered under this Agreement, the CRA agrees to pay the Council a fixed fee of Thirty Thousand Dollars and 00/100 dollars (\$30,000), including travel, out-of-pocket expenses (printing and reproduction costs), mail, couriers and other costs related to the services provided, and excluding advertising and meeting venue expenses.
- B. The satisfactory completion of deliverables by the Council, as accepted by the CRA, and submission of an invoice to the CRA shall be considered the Council's request for payment according to the schedule contained in Attachment "A". The CRA shall pay the Council within thirty (30) days of receipt of an invoice.

SECTION 11. VENUE

To the extent allowed by law, the venue for any action arising from this Agreement shall be in Martin County, Florida.

SECTION 12. ATTORNEY'S FEES

Any costs or expense (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties, however, this clause pertains only to the parties to this Agreement.

SECTION 13. DELEGATION OF DUTY

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the CRA or the Council.

SECTION 14. FILING

This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Martin County pursuant to Section 163.01(11), Florida Statutes.

SECTION 15. NON-DISCRIMINATION

The CRA and the Council agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, creed, political affiliation, age, family status, pregnancy, gender identity, or sexual orientation be excluded from the benefits of, or be subject to any form of discrimination under any activity carried out in the performance of the Agreement.

SECTION 16. EFFECTIVE DATE

This Agreement shall become effective upon its approval by the last of the Stuart CRA Board and the Executive Director of the Treasure Coast Regional Planning Council, the due execution thereof by the proper officer of the Treasure Coast Regional Planning Council and the CRA, and the filing of a certified copy hereof with the Clerk of the Circuit Court of Martin County, Florida.

SECTION 17. PUBLIC RECORDS.

Council shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, in accord with Section 119.0701 Council shall:

- A. Keep and maintain all public records required by the CRA to perform the services under this Agreement.
- B. Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Council does not transfer the records to the CRA.
- D. Upon completion of the contract, transfer, at no cost, to the CRA all public records in possession of the Council or keep and maintain public records required by the CRA to perform the service. If the Council transfers all public records to the CRA upon completion of the contract, the Council shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Council keeps and maintains public records upon completion of the contract, the Council shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

IF THE COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**MARY K. KINDEL, CITY CLERK
772-288-5306**

**MKINDEL@CI.STUART.FL.US
121 SW FLAGLER AVENUE
STUART, FLORIDA 34994**

The failure of Council to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ATTEST:

City of Stuart

By: _____
David Dyess
City Manager

By: _____
Honorable Mike Meier, Chair
CRA Board

Approved as to form:

By: _____
Michael J. Mortell
City Attorney

ATTEST:

Treasure Coast Regional Planning Council

By: _____
Phyllis Castro
Accounting Manager

By: _____
Thomas J. Lanahan
Executive Director

ATTACHMENT “A”

SCOPE OF WORK COMMUNITY REDEVELOPMENT AGENCY (CRA) GATEWAY TRIANGLE DISTRICT MASTERPLAN STUART, FLORIDA

OCTOBER 9, 2020

PROJECT DESCRIPTION

The City of Stuart Community Redevelopment Agency (CRA), in collaboration with the City of Stuart (City) and the Treasure Coast Regional Planning Council (TCRPC), seeks to study above-ground infrastructure improvements and redevelopment concepts and strategies for the new Gateway Triangle District on the western edge of historic downtown Stuart, Florida. The Gateway Triangle District is bounded by SW Federal Highway to the west, SW Ocean Avenue to the south, and S Dixie Highway to the northeast. The Gateway Triangle study area is adjacent to “The Creek” Arts & Entertainment District and the Old Downtown District. The CRA is exploring ways to bridge the two districts and develop an implementable vision for the future of the Triangle Gateway District.

In addition, the City of Stuart is also collaborating with TCRPC on the Federal Highway Commercial Corridor Plan which is funded through a State of Florida Department of Economic Opportunity Technical Assistance Grant. While the Federal Highway Commercial Corridor project is separately funded and has a very specific timeline and scope of services, the two efforts will be fully coordinated and ultimately illustrated as a single masterplan. The Federal Highway Commercial Corridor project is administered through a separate agreement between the City and TCRPC.

The Treasure Coast Regional Planning Council (TCRPC) has been requested to prepare a scope of services to assist the CRA in coordinating a meaningful public involvement process, providing detailed field analyses and base document development, and creating an urban design and redevelopment masterplan to assist the CRA and the City in making future decisions regarding a balanced redevelopment of the Gateway Triangle District. This planning effort is also designed to integrate the vision and principles of prior and current planning efforts in Stuart.

Key elements of the Gateway Triangle Masterplan shall include:

- An assessment of existing above-ground infrastructure (i.e., existing street sections, utility locations, sidewalk network, parks, and open space);

- The creation of a physical master plan for the Gateway Triangle District, which considers street section design alternatives, public open space infrastructure, and strategies for on-site parking mitigation;
- Exploration of concepts for desirable infill redevelopment opportunities which consider new land uses, increased connectivity and mobility, advance the City's Complete Streets policies, and reflect the community's vision for the future of the CRA and City;
- A review of the land use and development regulations in order to recommend improvements and ways to encourage desired redevelopment and business creation;
- A detailed assessment of the current and future vehicular, pedestrian, bicycle, and other non-motorized vehicle infrastructure and circulatory patterns on the surrounding roadway and sidewalk network;
- Coordination with all relevant agencies, including but not limited to the City of Stuart, Martin County, Florida Department of Transportation (FDOT), and Martin County Metropolitan Planning Organization (MPO).

This scope of services identifies traditional, in-person, methods of community outreach and input including stakeholder interviews, public workshop(s), and public presentations and hearings. In the case that it is impossible to conduct these important tasks in-person due to the COVID-19 pandemic, arrangements will be made for these activities to occur virtually (web-based meetings) and telephonically.

SCOPE OF WORK

I. Project Coordination

Project Meetings

The City of Stuart CRA and TCRPC staff shall constitute the lead project team. Project coordination will continue throughout the life of the project. TCRPC will facilitate all project coordination meetings needed for project development and as requested by the CRA. The initial meetings will ensure clarity and consistency among all team members of the project mission and goals. TCRPC will also encourage other agency meetings including:

City staff;
CRA staff;
FDOT staff;
Martin MPO staff; and
Staff of other agencies as appropriate.

II. Due Diligence

Base Documentation

TCRPC will begin developing, with assistance from the CRA, the City, and other agencies, necessary base documentation for the project, to include: GIS databases, aerial photography, ownership maps, residential and non-residential intensity maps, utilities, and other data as appropriate.

Data Collection

TCRPC will begin assembling, with assistance from the CRA, the City, and other agencies, data pertinent to the project to include: previous and current economic development, redevelopment, and planning studies and activity within the study area; historical and cultural information; business and economic profiles; and regulatory documents from the City and other agencies as appropriate.

Field Work

TCRPC will conduct field work and site visits to develop a photo database and review on-site conditions. During field visits, TCRPC team members may schedule to meet with CRA and City representatives to tour specific areas to gain a greater understanding of particular issues.

Regulatory Review

TCRPC will provide a review and assessment of the City's Comprehensive Plan and Land Development Regulations. This assessment will identify areas where potential modifications may be necessary to fully implement the vision established through this process. Specific recommendations for revisions, if needed, will be part of the master plan document.

III. Public Outreach/Interview Process

Public Outreach Efforts

There will be coordinated public outreach efforts to engender public interest and a sense of authorship in the process. The public outreach efforts will continue, periodically, throughout the development of the Gateway Triangle District Masterplan.

Stakeholder Interviews

TCRPC, with members of the design team, will conduct up to 20 individual stakeholder interviews. The interviews will include elected officials, local property and business owners, public officials, and other members of the community as recommended by the CRA. The interviews will be conducted at a location in the City of Stuart and will be scheduled by the CRA in coordination with TCRPC staff.

IV. Public Design Workshop

In order to address the unique characteristics within the CRA and City relative to the study area, and to provide adequate public involvement and engagement, TCRPC will conduct a public design workshop. The workshop will be open to all who are interested, and attendance will not be restricted to one segment of the community or another. The Gateway Triangle public design workshop will likely be combined with the public design workshop required for the Federal Highway Commercial Corridor Study as the two study areas are tangential and share many common opportunities and constraints.

V. Gateway Triangle Masterplan

Develop Draft Gateway Triangle Masterplan

Ten to twelve weeks after the public design workshop, TCRPC will deliver the first draft of the Gateway Triangle Masterplan report. This document will consolidate and fully describe the master plan process including the workshop, public input and public involvement efforts, and all recommendations. All data and analysis developed during the process will be incorporated into the document. The Implementation chapter will identify and prioritize (by time and necessity) the necessary steps to bring the Gateway Triangle Masterplan to fruition.

Submit Final Gateway Triangle Masterplan

The first draft of the Gateway Triangle Masterplan will be delivered in PDF format to the CRA for its review. A period of four weeks will be provided to allow for review of the document and submittal of revisions to TCRPC. Once the final revisions are incorporated, TCRPC will deliver the final Gateway Triangle Masterplan document to the CRA in digital PDF format. Hard copies will be made available for the cost of reproduction and administrative time.

VI. Project Approvals and Meetings

Additional Meetings

TCRPC will attend as many staff-level meetings through July/August 2021 as necessary to ensure the Gateway Triangle Masterplan process is a successful endeavor. TCRPC will provide one presentation to the CRA Board and one neighborhood/community presentation (in addition to the public design workshop process outlined above). TCRPC and the design team will be available to make presentations to the County and other project partners upon request.

Project Approval Hearings

TCRPC will attend one public hearing for the adoption of the Gateway Triangle Masterplan at the CRA Board.

VII. Project Deliverables

1. TCRPC shall provide the CRA with the following deliverables as final work products:
 - a. Study Area Map;
 - b. Facilitation of Interview Process;
 - c. Coordinated Review and Assessment of Comprehensive Plan and Land Development Regulations as related to Master Plan recommendations;
 - d. Existing and Future Land Use Assessment;
 - e. Development of Alternative Thoroughfare Sections as needed for the roadway network within the Study Area;
 - f. Public Design Workshop (which will inform the following)
 - i. Conceptual master plan drawing (1) for the study area, rendered in color at an appropriate scale and suitable for publication.
 - ii. Perspective sketches or diagrams (up to six) illustrating significant plan features or explaining design ideas consistent with the respective plan. Each sketch or diagram will be rendered in color or black and white, at an appropriate size, and suitable for publication.
 - iii. Street Sections: (up to six) illustrating in diagrammatic form the relationships among the various elements within, and adjacent to the right of way. Each section will be rendered in color or black and white, at an appropriate size, and suitable for publication.
 - g. PowerPoint Presentations: All presentations (kick-off, final) will be available in PowerPoint format immediately after they are presented.
 - h. Project Report
 - i. The final Gateway Triangle Masterplan (report) will summarize items a. through g. (above) and include a project narrative and conceptual design ideas and analysis based upon community and professional input. Priority items, and methods for their implementation, will be discussed in detail. The implementation recommendations will include conceptual design ideas, to-scale, that test initiatives recommended through the process.
 - ii. TCRPC will deliver work-in-progress reports and presentations and final reports and presentations to all requisite agencies and local governments upon request.

- i. Electronic copies of all images (jpg or png format) and video footage (mp4 format) taken during the process and collected as part of the research will be made available to the CRA upon request.

NOTE: Any changes to comprehensive plan(s), Land Development Regulations, CRA redevelopment plan(s), or any other policies necessary for the implementation of the Gateway Triangle Masterplan are not part of this contract.

VIII. Fees and Reimbursable Expenses

1. **Fees:** The total fee for the Gateway Triangle Masterplan, as described in the scope above, shall be **\$30,000** (Thirty Thousand Dollars). Funding for this effort will come from the Stuart CRA. The total fee includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, and other costs related to the professional services to be provided, including all sub-consultant costs.
2. **Payment Schedule:** The fee payments from the CRA to TCRPC shall be according to the following schedule:
 - **30% (\$9,000)** of the professional fees due upon execution of this agreement.
 - **50% (\$15,000)** of the professional fees due upon completion of the public design workshop.
 - **10% (\$3,000)** of the professional fees due upon submittal of draft Gateway Triangle Masterplan and findings.
 - **10% (\$3,000)** of the professional fees due upon submittal of final, revised Gateway Triangle Masterplan.

IX. Anticipated Timeline (contingent upon execution of interlocal agreement in October 2020)

NOVEMBER 2020 - JANUARY 2021:

Execute Agreement and begin Due Diligence work and analysis.

FEBRUARY 2021:

Gateway Triangle Masterplan public design workshop.

JUNE 2021:

Deliver DRAFT Gateway Triangle Masterplan, including findings and recommendations

JULY 2021:

Deliver FINAL Gateway Triangle Masterplan, including findings and recommendations

JULY/AUGUST 2021:

Master Plan Adoption Hearings

