City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD November 9, 2020
AT 4:00 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

ADMINISTRATIVE

City Manager, David Dyess
City Attorney, Michael J. Mortell
City Clerk, Mary R. Kindel

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

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

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

(RC) next to an item denotes there is a City Code requirement for a Roll Call vote.
(QJ) next to an item denotes that it is a quasi-judicial matter or public hearing.

WHAT IS CIVILITY? *Civility is caring about one's identity, needs and beliefs without degrading someone else's in the process. Civility is more than merely being polite. Civility requires staying "present" even with those persons with whom we have deep-rooted and perhaps strong disagreements. It is about constantly being open to hear, learn, teach and change. It seeks common ground as a beginning point for dialogue. It is patience, grace, and strength of character. Civility is practiced in our City Hall.*

ROLL CALL

THIS MEETING WILL BE AVAILABLE LIVE VIA ZOOM:

Zoom links and ID information can be found at www.cityofstuart.us/meetings

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - RECORDING OF LOCAL SAXAPHONIST, MR. DANIEL LEE.

PROCLAMATIONS

2. FLORIDA RECYCLES WEEK - NOVEMBER 9-15, 2020

3. FARM CITY WEEK - NOVEMBER 18-25, 2020

4. SMALL BUSINESS SATURDAY - NOVEMBER 28, 2020

PRESENTATIONS

5. SERVICE AWARDS - NOVEMBER 2020

6. EMPLOYEE OF THE MONTH - NOVEMBER 2020

7. PRESENT CERTIFICATES OF APPRECIATION TO THE SUSTAINABILITY COMMITTEE MEMBERS

8. PRESENT THE HISTORIC MARKER TO JOHN EDGAR AND PATRICIA SHERRARD, OWNER OF THE HISTORIC BUILDING

9. PRESENTATION OF USES ALLOWED IN EACH ZONING DISTRICT

10. SHEPARD PARK BUFFERED SHORELINE DEMONSTRATION PROJECT

11. ST. LUCIE RIVER PRESENTATION BY MAC STUCKEY

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

PUBLIC COMMENT: *If a member of the public wishes to comment upon ANY subject matter, including quasi-judicial matters, please submit a Request to Speak form. These forms are available in the back of the Commission Chambers, and should be given to the City Clerk prior to introduction of the item number you would like to address.*

CONSENT CALENDAR

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

12. APPROVAL OF 10/12/2020 CCM AND 10/26/2020 CCM MINUTES (RC)

13. SHEPARD PARK BUFFERED SHORELINE MOU (RC):

RESOLUTION No. 134-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE OCEAN RESEARCH & CONSERVATION ASSOCIATION, INC. FOR THE SHEPARD PARK BUFFERED SHORELINE DEMONSTRATION PROJECT; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

14. IAFF COLLECTIVE BARGAINING AGREEMENT 2020-2023 (RC):

RESOLUTION No. 137-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RATIFYING THE THREE-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE PROFESSIONAL FIREFIGHTERS OF STUART, LOCAL 2411 (IAFF), EFFECTIVE OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2023; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

15. ADOPTION AND INCORPORATION OF REVISED BY-LAWS OF THE VARIOUS BOARDS FOR THE CITY OF STUART (RC):

RESOLUTION No. 126-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING AND INCORPORATING THE REVISED BY-LAWS OF THE VARIOUS BOARDS FOR THE CITY OF STUART, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

16. AUTHORIZING PACE PROGRAMS (RC):

RESOLUTION No. 132-2020; A RESOLUTION OF THE CITY OF STUART, FLORIDA, PERMITTING PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAMS WITHIN THE CORPORATE LIMITS OF THE CITY OF STUART; APPROVING AGREEMENTS WITH THE FLORIDA GREEN FINANCE AUTHORITY, THE FLORIDA RESILIENCY AND ENERGY DISTRICT AND THE FLORIDA PACE FUNDING AGENCY AND THE GREEN CORRIDOR

PACE DISTRICT; UTILIZING VOLUNTARY NON-AD VALOREM ASSESSMENTS TO FINANCE QUALIFYING IMPROVEMENTS; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE SAID AGREEMENTS; AND PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, SCRIVENER'S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

17. ADOPTING A SUSTAINABILITY ACTION PLAN FOR THE CITY OF STUART (RC):

RESOLUTION No. 135-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING A SUSTAINABILITY ACTION PLAN (SAP); CREATING A GREEN TASK FORCE COMPRISED OF STAFF MEMBERS TO PRIMARILY ASSESS THE PROGRESS OF PLAN IMPLEMENTATION; AUTHORIZING THE CITY MANAGER IN COLLABORATION WITH THE GREEN TASK FORCE AND COMMUNITY PARTNERS TO PURSUE POLICIES, PROGRAMS, AND PROJECTS FURTHERING PLAN GOALS AND OBJECTIVES; PROVIDING FOR A COMPREHENSIVE REVIEW WITHIN 5 YEARS OF PLAN ADOPTION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

18. CITY ATTORNEY IS REQUESTING TO SCHEDULE AN ATTORNEY-CLIENT MEETING WITH THE CITY COMMISSIONERS AND CITY MANAGER IN ACCORDANCE WITH SECTION 286.011(8), FLORIDA STATUTES.

ORDINANCE SECOND READING

19. LAND DEVELOPMENT CODE TEXT AMENDMENT R2 AND R3 ZONING DISTRICTS (RC):

ORDINANCE No. 2454-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING SECTION 2.04.00, OF THE LAND DEVELOPMENT CODE ENTITLED "AREA, IMPERVIOUS SURFACE, SETBACK, AND HEIGHT REQUIREMENTS" OF CHAPTER II, TABLE 5 ENTITLED "RESIDENTIAL AREA, IMPERVIOUS SURFACE COVERAGE, SETBACKS, AND HEIGHT REQUIREMENTS" AND SECTION 2.04.02 OF THE LAND DEVELOPMENT CODE ENTITLED "SUPPLEMENTAL AREA REQUIREMENTS", IN RESPECT OF STANDARDS FOR LOT SIZE, LOT WIDTH AND BUILDING SETBACKS FOR THE R-2 AND R-3 ZONING DISTRICTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

ORDINANCE FIRST READING

20. *(REQUEST TO CONTINUE TO DATE CERTAIN OF NOVEMBER 23, 2020 CCM)*
HANEY CREEK ANNEXATION - ANNEXATION OF CITY OWNED PROPERTY AT HANEY CREEK (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2452-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ANNEXING, ALLOCATING A FUTURE LAND USE OF CONSERVATION AND ALLOCATING A ZONING CATEGORY OF PUBLIC FOR FOUR (4) CITY OWNED PROPERTIES ADJACENT TO HANEY CREEK AND NW BAKER ROAD AND WHICH ARE SUBJECT TO A FLORIDA COMMUNITIES TRUST GRANT AWARD AGREEMENT AND BEING MORE FULLY DESCRIBED IN EXHIBITS A1, A2, A3 and A4 ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

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

DISCUSSION AND DELIBERATION

ADJOURNMENT

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/9/2020 **Prepared by:** David Dyess, City Manager

Title of Item:

THIS MEETING WILL BE AVAILABLE LIVE VIA ZOOM:

Zoom links and ID information can be found at www.cityofstuart.us/meetings

Summary Explanation/Background Information on Agenda Request:

Funding Source:

Recommended Action:

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/9/2020 **Prepared by:** Mary Kindel, City Clerk

Title of Item:

ARTS MOMENT - RECORDING OF LOCAL SAXAPHONIST, MR. DANIEL LEE.

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Enjoy!

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/9/2020 **Prepared by:** Ryanne Cavo

Title of Item:

FLORIDA RECYCLES WEEK - NOVEMBER 9-15, 2020

Summary Explanation/Background Information on Agenda Request:

It is important that all City of Stuart citizens become involved in recycling activities and learn more about the many environmentally friendly recycled and recyclable products available to them as consumers; it is also fitting for the City of Stuart to celebrate Florida Recycles Week 2020 and take action by educating citizens and businesses about the recycling options available in our community.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Florida Recycles Week (November 9-15, 2020)	11/2/2020	Proclamation

PROCLAMATION
FLORIDA RECYCLES WEEK
NOVEMEBER 9-15, 2020

WHEREAS, the City of Stuart recognizes the importance of protecting & preserving our natural resources and adopting conscientious habits that will improve our daily lives and bring about a cleaner, economical, and more sustainable environment and although there has been a significant amount of recycling in the City of Stuart to date, we must continue to focus on our initiatives: waste reduction, composting, the reuse of product & materials, and purchasing recycled products; and

WHEREAS, by encouraging businesses, state agencies, nonprofit organizations, schools & individuals to celebrate Florida Recycles Week 2020, we can further promote recycling as a daily, environmentally efficient, and economically smart habit; and

WHEREAS, state and community leaders can help encourage recycling by informing citizens about local recycling options, they can also help foster greater awareness of the need to expand collections programs by promoting the benefits of recycling for businesses and the environment, as well as partner with the Florida Department of Environmental Protection to help launch a statewide "Rethink.Reset.Recycle." public education campaign designed to educate Floridians about curbside recycling; and

WHEREAS, it is important that all City of Stuart citizens become involved in recycling activities and learn more about the many environmentally friendly recycled and recyclable products available to them as consumers; it is also fitting for the City of Stuart to celebrate Florida Recycles Week 2020 and take action by educating citizens and businesses about the recycling options available in our community.

NOW THEREFORE, I, MICHAEL J. MEIER, Mayor of the City of Stuart, Florida, do hereby proclaim November 9-15, 2020 as:

FLORIDA RECYCLES WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 9th day of November, 2020.

ATTEST:

_____
MICHAEL J. MEIER
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/9/2020 **Prepared by:** Ryanne Cavo

Title of Item:

FARM CITY WEEK - NOVEMBER 18-25, 2020

Summary Explanation/Background Information on Agenda Request:

Funding Source:

Florida farmers & ranchers help feed the world by producing a bounty of nutritious foods by relying on essential partnerships with urban & rural communities to supply, sell and deliver finished products to consumers across Florida and around the globe.

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Farm-City Week (Nov. 18-25, 2020)	10/29/2020	Proclamation

PROCLAMATION
FARM-CITY WEEK
NOVEMBER 18-25, 2020

WHEREAS, Florida farmers & ranchers help feed the world by producing a bounty of nutritious foods by relying on essential partnerships with urban & rural communities to supply, sell and deliver finished products to consumers across Florida and around the globe. Rural and urban communities working together have built our nation's rich agricultural resources so that they contribute to the health and well-being of our country and the strength of our economy; and

WHEREAS, during Farm-City Week, we recognize the importance of this cooperative network. Agriculture and related enterprises employ more than 2 million workers, including farmers and ranchers, shippers, processors, marketers, retailers, inspectors and others who contribute an annual impact of $146 billion to Florida's economy; and

WHEREAS, as they perform their daily work, farmers and ranchers preserve freshwater recharge areas, wildlife habitat and greenspace. Consumers help farm families maintain their superior natural resource conservation practices by purchasing Florida's agricultural products; and

WHEREAS, Farm-City Week activities celebrate the mutually beneficial relationships that support the quality of life we all enjoy. As we gather with family & friends around the Thanksgiving table, we count these relationships among our many blessings, and we commend the many Floridians whose hard work and ingenuity provide us with food abundance and reflect the true spirit of our state and nation.

NOW, THEREFORE, I, MICHAEL J. MEIER, Mayor of the City of Stuart, Florida do hereby proclaim November 18-25, 2020, as:

FARM-CITY WEEK

in the City of Stuart, Florida and call upon all citizens to acknowledge & celebrate the achievements of all those who, working together, produce and supply our community, our nation and the world with an abundance of agricultural products.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 9th day of November, 2020.

ATTEST:

_____

MICHAEL J. MEIER
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/9/2020 **Prepared by:** Ryanne Cavo

Title of Item:

SMALL BUSINESS SATURDAY - NOVEMBER 28, 2020

Summary Explanation/Background Information on Agenda Request:

The City of Stuart supports our local businesses that create jobs, boost our local economy, and preserve our communities and advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Small Business Saturday - November 28, 2020	10/30/2020	Proclamation

PROCLAMATION
SMALL BUSINESS SATURDAY
NOVEMBER 28, 2020

WHEREAS, the City of Stuart celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States SBA, 31.7 million small businesses in the U.S. represent 99.9% of all firms with paid employees, are responsible for 65.1% of net new jobs created from 2000 to 2019; and

WHEREAS, small businesses employ 47.1% of the employees in the private sector in the U.S., 62% of U.S. small businesses reported that they need to see consumer spending return to pre-COVID levels by the end of 2020 in order to stay in business, 65% of U.S. small business owners said it would be most helpful to their business to have their "regulars" return and start making purchases again, and three-quarters of U.S. consumers are currently looking for ways to Shop Small® and support their community; and

WHEREAS, 96% of consumers who shopped on Small Business Saturday® agree that shopping at small, independently-owned businesses supports their commitment to making purchases that have a positive social, economic, and environmental impact and consumers agree that small businesses are essential to their community and 95% of consumers who shopped on Small Business Saturday reported the day makes them want to shop or eat at small, independently-owned businesses all year long, not just during the holiday season; and

WHEREAS, the City of Stuart supports our local businesses that create jobs, boost our local economy, and preserve our communities and advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, MICHAEL J. MEIER, Mayor of the City of Stuart, Florida do hereby proclaim November 28, 2020, as:

SMALL BUSINESS SATURDAY

in the City of Stuart, Florida and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 9th day of November, 2020.

ATTEST:

_____

MICHAEL J. MEIER
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/9/2020 **Prepared by:** R. Johnson

Title of Item:

SERVICE AWARDS - NOVEMBER 2020

Summary Explanation/Background Information on Agenda Request:

H. Bobby Kindel	Utilities & Engineering	30 years
Donald Lesko	Fire Rescue	25 years
James Allen	Utilities & Engineering	5 years
Pinal Gandhi Savdas	Development	5 years
LeeAnn Jones	Utilities & Engineering	5 years

Funding Source:

General Fund

Recommended Action:

Present Awards

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/9/2020 **Prepared by:** Kev Freeman

Title of Item:

EMPLOYEE OF THE MONTH - NOVEMBER 2020

Summary Explanation/Background Information on Agenda Request:

As noted in the attached Memorandum, recognize Michele Jett for her efforts in taking the City's Geographic Information Service to the next level.

Funding Source:

N/A

Recommended Action:

Ask Michele to come forward and be recognized as the City's Employee of the Month for November 2020.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Employee of the Month - Nov 2020	11/3/2020	Attachment

Development Department
121 SW Flagler Ave. Stuart Fl. 34994

MEMO

Date: October 30, 2020

To: Roz Johnson, Human Resources Director

From: Kev Freeman, Development Director

Subject: Employee of the Month – November 2020

It is my pleasure to nominate Michele Jett for the Employee of the Month for November 2020. Michele has been instrumental in positioning the City's GIS system to become the hub for data representation and analysis. She has worked on successfully implementing the following services to enhance the City's mapping service:

Worked with Technology Services to upgrade the City's entire GIS platform including, the database, desktop software, and online environment.
Created Public information mapping, including flood zones, recycling and trash pick-up schedules, zoning and land use maps
Worked closely with external consultants in ensuring that the City Limits were in fact the City limits.
Restructured the public works database.
Created the Stuart GIS App and Public Works Web App in order to retire the Sailfish Compass.
Created the Downtown Stuart Historical Properties Tour.
Provided GIS support for the implementation of Public Works asset management.
Updated the Public Works database with the backlog of infrastructure data.
Created an App for post hurricane building inspection.
Created an App for backflow inspections
Created a drone App for the building inspections.
Created park maps for Community Services.
Provided GIS support to Public Works for their Software Implementation.
Provided GPS location of Burial sites in Moore's Cemetery and the creation of a web app to track plot sales.
Michele is always striving to learn and work towards getting the City the best GIS system that it can, having completed several rounds of training relating to web maps.

Michele is now, amongst other projects, working on the construction of a 3-dimensional virtual model of certain sections of the city, which will enable amendments to the zoning code and development projects to be analyzed in greater detail.

As if this was not enough for her in only her first year with the City, Michele was an essential part of the team of ten, who as you are aware, were involved in the successful year-long mission to develop a draft of the City's Sustainability Plan.

For the reasons mentioned above, I respectfully request that you ask Michele to come forward and be deservedly recognized as the City's Employee of the Month for November 2020.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/9/2020 **Prepared by:** Michelle Vicat

Title of Item:

PRESENT CERTIFICATES OF APPRECIATION TO THE SUSTAINABILITY COMMITTEE MEMBERS

Summary Explanation/Background Information on Agenda Request:

Present Certificates of Appreciation to the following Sustainability Committee Members: Mechelle Arbuzow, Bruce Duncan, Anne Ellig, Ben Hogarth, Michele Jett, Mary Kindel, John LaPadula, Stephen Mayer, Dave Peters and Christina Weinman

Funding Source:

N/A

Recommended Action:

Present Certificates of Appreciation

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/9/2020 **Prepared by:** Pinal Gandhi-Savdas

Title of Item:

PRESENT THE HISTORIC MARKER TO JOHN EDGAR AND PATRICIA SHERRARD, OWNER OF THE HISTORIC BUILDING

Summary Explanation/Background Information on Agenda Request:

On November 6, 2019, the Stuart Historic Preservation Board approved a 'Certificate of Designation' for the historic structure known as the Hull Home located at 34 SE 5th Street, Stuart.

The structure qualifies to receive the City Sponsored Historic Sign to be installed on property adjacent to the public rights-of-way to educate the public about the historic significance of the structure within the City of Stuart.

Julie Preast have contributed her time to do the research and provide accurate historic events on the historic marker. At the public meeting, Mrs. Preast will read the text on the historic marker before the City Commission presents the historic marker to Mr. and Mrs. Sherrard.

Funding Source:

N/A

Recommended Action:

No action required.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	D1. Resolution No. 09-2019	10/27/2020	Backup Material
🗋	D2. Hull Home Marker Text	10/29/2020	Backup Material

Inst. # 2785915
Bk: 3095 Pg: 2220 Pages: 1 of 2
Recorded on:11/20/2019 9:48 AM Doc: GOV
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: $18.50

BEFORE THE STUART HISTORIC PRESERVATION BOARD
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 09-2019 (CRA)
CERTIFICATE OF DESIGNATION

A RESOLUTION APPROVING THE REQUEST FOR CERTIFICATE OF DESIGNATION FOR THE HULL / LANE HOUSE

WHEREAS, pursuant to Section 5.09.00.A of the City of Stuart Land Development Code, John Edgar Sherrard, has made application to the Stuart Historic Preservation Board for a Certificate of Designation for the structure located at 34 SE 5th Street, Stuart, FL 34994; and

WHEREAS, pursuant to Section 5.09.01.A.5 (f) of the City of Stuart Land Development Code, staff of the Development Department has prepared an investigation and designation report regarding the property proposed for designation; and

WHEREAS, pursuant to Section 5.09.01.A.5 (g) of the City of Stuart Land Development Code, Notice of the public hearing was published in a newspaper of general circulation at least 15 days prior to the public hearing; and

WHEREAS, pursuant to Section 5.09.01.A.5 (h) of the City of Stuart Land Development Code, the Historic Preservation Board held a public hearing on November 6, 2019 to consider the designation request for the property; and

WHEREAS, at the public hearing all interested parties were given an opportunity to be heard; and

WHEREAS, the Historic Preservation Board concluded that the property meets the criteria for designation.

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION BOARD, CITY OF STUART, FLORIDA, THAT:

SECTION 1: Certificate of Designation is hereby approved for the structure located on the property known as the Hull/Lane House, which is currently located at 34 SE 5th Street, Stuart, FL 34994.

SECTION 2: Hull/Lane House is the second structure to be listed on the Stuart Historic Register.

SECTION 3: Pursuant to Section 5.09.01.A.5 (i) of the City of Stuart Land Development Code, the owner of property which qualifies for a Certificate of Designation shall be given the opportunity to accept or reject the designation.

SECTION 4: Upon acceptance of this Certificate of Designation by the property owner, this Resolution shall serve as a Certificate of Designation and be recorded in the Public Records of Martin County, and shall be shown on the Property Appraiser's records of this property.

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

	YES	NO	ABSENT
CHRIS LEWIS, CHAIR	X		
FRANK WACHA, VICE CHAIR			X
FAYE JAMES, BOARD MEMBER	X		
PETER WALSON, BOARD MEMBER	X		
CRISTINA MALDONADO, BOARD MEMBER	X		
TOM CAMPENNI, BOARD MEMBER	X		
NATHAN RITCHEY, BOARD MEMBER	X		

ADOPTED this 6th day of November, 2019.

ATTEST:

MARY KINDEL
CITY CLERK

HISTORIC PRESERVATION BOARD,
CITY OF STUART, FLORIDA

CHRIS LEWIS,
CHAIRMAN

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

1913 HULL HOME AT WOODLAWN PARK

34 S.E. 5th Street, Stuart, Florida

Adaptive reuse as John Edgar Sherrard Law Office, Established 1981

Reuben Russell Frazier (1846-1905) married Margaret M. Hough (1851-1929) in 1870, and moved from the North to Jacksonville around 1880, to Sanford about 1884, and to Potsdam (Stuart) in 1887. The United States issued Land Patent No. 10965 for 160 acres on April 10, 1894, to Reuben R. Frazier. In 1895, Reuben was appointed Supervisor of Schools for Potsdam. Margaret and Reuben donated one-half acre to the Dade County School Board (now Martin County) for a new school to be named Belle Flora School honoring their daughters; and Reuben was awarded the contract to build the 20' by 30' frame schoolhouse that was completed in 1896 on the existing Courthouse Cultural Center site. In 1908, Margaret sold the adjoining 1 acre for $150.00 to the Dade County School Board.

Reuben suffered health problems caused by his service as a young man in the Union Army during the Civil War. After moving to Florida, he became a pineapple farmer. Margaret was a charter member of the Women's Club incorporated on May 23, 1914, and she also served as president. They were prominent early settlers actively involved with the community, and Margaret's pioneer home overlooked Frazier Creek.

After Reuben's death, Margaret subdivided sections of the land and platted Woodlawn Park on March 4, 1913. The Woodlawn subdivision included a park that was later renamed the Kiwanis Park in 1989. "Lucas the Land Man," with offices in Stuart and West Palm Beach, was responsible for selling the lots; J.A. and S.F. Lucas were witnesses to the plat signing. On February 28, 1913, Margaret sold Lots 1 and 2 in Block 2 of Woodlawn Park to Lottie M. Hull for a new residence that would not cost less than $800, "and [with] no sidewalks less than four (4) feet in width, material for same to be of cement" – an example of the "protective deed restriction placed in every contract and deed." Lucas had a "force of men" at work clearing the land, grading roads, planting grass and "shrubbery," installing sidewalks and constructing homes.

"Stuart's Little Eden," Woodlawn Park, was to be the "prettiest suburban tract on the East Coast...Mrs. B. F. Hull, of Hypoluxo, was the first to buy lots in Woodlawn Park..." By May of 1913, B. F. and Lottie Hull were residing in one of the first homes built in the attractive Woodlawn Park subdivision facing the park that contained a "magnificent array of arches [that] form[ed] the entrance to the park proper, with artistic cement walks in profusion leading in every direction in and about the park and around the fine octagon building in the center." That "pagoda" band stand was also used for meetings. The Hull Home was one of 23 new homes built in "growing" Stuart in 1913. The City Council received the deed to Woodlawn Park from J.A. Lucas in February, 2016, as Lucas planned the auction of the remaining lots in "Classy Woodlawn Park."

B. F. Hull began purchasing property in Jensen in 1895 followed by the purchase of 758 ½ acres on Hutchinson Island in 1902. By 1904, he ran "the largest bean growing operation on the island." He was the second superintendent of Sunday school held in Jensen's *Al Fresco Hotel*.

In 1912, Benjamin Franklin Hull (1889-1953) married Lottie Maud McMurray (1885-1965) in Palm Beach County. In June of 1913, Hull and 38 male early settlers, including Margaret Frazier's son, signed the Petition asking the public to vote for the incorporation of the City of Stuart. Hull, the "governor" for District 1, reported in November on the participation by Stuart, Palm City, Port Sewall and Salerno at the County Fair Meeting.

In January of 1914, Hull had planted string beans on a large tract of land in Palm City Farms; and he rented (for one-fifth of the crop) 7 acres on Hutchinson Island to "a colored man by the name of H. B. Baker" who had been a farmer for 10 years and grew beans. The advertisement in The Stuart Times on February 13, 1914, contained: "B. F. Hull Sons Development Co., Contractors for Clearing Land, Planting and Caring for Grapefruit and Orange Groves. . ."

1913 HULL HOME AT WOODLAWN PARK

34 S.E. 5th Street, Stuart, Florida

120 acres were under contract for clearing by *Hull & Sons* by March 1914. Tomatoes were shipped in May by Hull from his Palm City Farms tract. Unfortunately, in June 1914, B. F. Hull became ill with "heart trouble" followed by a Petition for Bankruptcy for B. *F. Hull & Sons Development Co.* in October with proceedings in December 2014.

The Hull family's "magnificent seven room, two-story residence" was sold several times until 1981, when it was purchased by the current owner, John Edgar Sherrard, for use as his home and law office. This prominent 1913 home built with local materials has never been moved. A one-floor addition to the northwest corner was completed by a previous owner. Mr. Sherrard began the hands-on rehabilitation upon purchasing this historic structure in order to make repairs and update the interior. A second-floor deck was added to the west side. The complementary two-floor addition was made to the rear of the structure by Mr. Sherrard in 1988, for the library, stairwell and storage with an office and restroom above. The original metal roof was replaced.

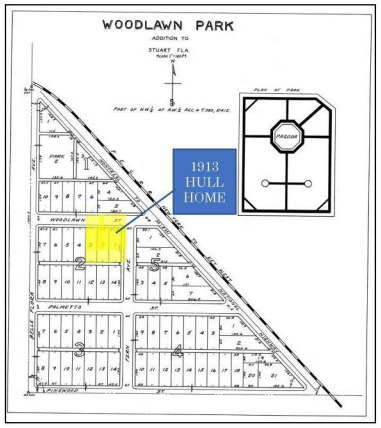
Original exterior elements include: predominantly clapboard siding on north, east and west facades; eaves and exposed rafter tails, eight double-hung sash windows with rectangular 6-panes-over-one, arch-shaped vent frames containing stained glass replacing louvers within east and north gables, louvered gable vent on west gable; cross gable roof with a prominent north gable, east/west/north elevations wall framing, door and window openings, except for additions, foundation piers that elevate floor and create crawl space under the original structure for ventilation, brick chimney; generous fenestration that promotes cross-ventilation and provides natural light.

Original interior features include: Dade County Pine floors, except for the parlor, clawfoot tub and skirt leg stone washstand within first floor restroom, 10-pane door and two 8-pane windows leading from the enclosed porch to the parlor, parlor fireplace with replacement marble hearth, surround and wood mantel, predominantly Dade County Pine wall framing.

John Edgar and Patricia A. Sherrard continue to preserve and maintain their five-gable 1913 Florida wood-frame vernacular style home, with its wide L-shaped enclosed porch that was adapted for use as the Sherrard Law Office and includes ADA ramps. This charming two-story structure reflects the simple carpentry of regional frame architecture of the early 20th century and harmonizes with the environment at historic Woodlawn Park.

Listed on the City of Stuart Historic Register by the Stuart Historic Preservation Board on November 6, 1919, Resolution Number 09—2019 (CRA). Plaque dedicated by the City of Stuart in 2020.

Hull Home in 1927



Woodlawn Park Plat of 1913

Indigenous Florida Seminole Indians and B.F. Hull

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/9/2020 **Prepared by:** Kev Freeman

Title of Item:

PRESENTATION OF USES ALLOWED IN EACH ZONING DISTRICT

Summary Explanation/Background Information on Agenda Request:

The City Commission requested staff to prepare a presentation that identified the location of zoning districts and the uses allowed therein.

The attached table identifies allowed uses by zoning district. An interactive map will also be available during the presentation for location identification.

Funding Source:

N/A

Recommended Action:

None

ATTACHMENTS:

	Description	Upload Date	Type
🗋	D1. Allowed Uses by Zoning Districts	10/28/2020	Attachment
🗋	D2. Zoning Map	10/29/2020	Attachment

	USE	Zoning Districts										
		Residential				Nonresidential						
		R-1A	R-1	R-2	R-3	B-1	B-2	B-3	B-4	P	I	H
Residential	Accessory dwelling units, detached	P	P	P	P							
	Assisted living facilities of four or fewer persons	P	P	P	P	-	-	-	-	-	-	-
	Assisted living facilities of five or more persons	-	-	-	CU	-	-	-	-	-	-	-
	Community residential home of 7 to 14 residents	-	-	-	CU	-	-	-	-	-	-	-
	Duplex dwelling unit	-	-	P	P	-	-	-	-	-	-	-
	Family day care home in a residence	P	P	P	P	P	P	-	-	-	-	-
	Group home of six or fewer residents	P	P	P	P	-	-	-	-	-	-	-
	Home occupations	P	P	P	P	-	-	-	-	-	-	-
	Multi-family dwelling units	-	-	-	P	P	-	-	-	-	-	-
	Residential units combined with non-residential uses	-	-	-	P	P	P	P	-	-	-	-
	Single-family dwelling unit	P	P	P	P	-	-	-	-	-	-	-
Transient Residential and Overnight Accommodation	Bed and breakfast inns	-	-	-	P	-	-	-	-	-	-	-
	Hotels/motels	-	-	-	-	P	P	-	-	-	-	-
	Rooming and boardinghouses	-	-	-	P	-	-	-	-	-	-	-
Institutional	Adult day care centers (< five acres)	-	-	-	CU	P	P	P	CU	-	-	-
	Adult day care centers (> five acres)	-	-	-	-	P	P	P	CU	-	-	-
	Cemeteries	-	-	-	-	-	P	-	-	-	-	-
	Child care center (< five acres)	-	-	-	CU	P	P	P	CU	-	-	-
	Child care center (> five acres)	-	-	-	-	P	P	P	CU	-	-	-
	Community centers	-	-	P	P	-	-	-	-	P	-	-
	Crematoriums	-	-	-	-	-	CU	-	-	-	-	-
	Funeral homes	-	-	-	-	-	P	-	-	-	-	-
	Funeral homes with crematoriums	-	-	-	-	-	CU	-	-	-	-	-
	Governmental buildings	-	-	P	P	-	-	-	-	-	-	-
	Libraries	-	-	P	P	P	-	P	-	P	-	-
	Museums	-	-	-	-	P	P	-	-	P	-	-
	Religious institutions (< five acres)	-	-	CU	P	-	P	-	-	P	-	-
	Religious institutions (> five acres)	-	-	-	CU	-	P	-	-	-	-	-
	Schools—Private, parochial, or technical (< five acres)	CU	CU	CU	CU	P	P	-	-	P	-	-
	Schools—Private, parochial, or technical (> five acres)	-	-	-	-	P	P	-	-	-	-	-
Health Care	Hospital	-	-	-	-	-	-	-	-	-	-	P
	Hospital auxiliary uses											P
	Massage therapy establishment	-	-	-	P	P	P	P	-	-	-	-
	Nursing homes	-	-	-	P	-	-	-	-	-	-	-
	Office, low intensity medical	-	-	-	P	P	P	P	P	-	-	-
	Office, medical	-	-	-	P	P	P	P	P	-	-	-
	Pain management clinics	-	-	-	CU	-	-	-	-	-	-	CU
Commercial	Adult business	-	-	-	-	-	CU	-	-	-	CU	-
	Automatic amusement center and game room	-	-	-	-	-	P	-	-	-	-	-
	Automobile rental/leasing	-	-	-	-	-	P	-	-	-	-	-
	Automobile repair services, major and minor	-	-	-	-	-	P	-	-	-	P	-
	Automobile sales provided all repair and service done within an enclosed building	-	-	-	-	-	P	-	-	-	-	-
	Bakeries, retail and/or wholesale warehouses	-	-	-	-	-	P	-	P	-	-	-
	Banks/financial institutions	-	-	-	-	P	P	-	P	-	-	-
	Barbershop, beauty salons, specialty salons	-	-	-	-	P	P	-	-	-	-	-
	Bars	-	-	-	-	P	P	-	-	-	-	-
	Boat building, indoors	-	-	-	-	-	-	-	-	-	-	-
	Boat building, outdoors	-	-	-	-	-	-	-	-	-	P	-
	Boat sales and service	-	-	-	-	-	P	-	-	-	-	-
	Boat storage, dry	-	-	-	-	-	P	-	P	-	P	-
	Bowling alleys	-	-	-	-	-	P	-	-	-	-	-
	Car washes	-	-	-	-	-	P	-	-	-	-	-

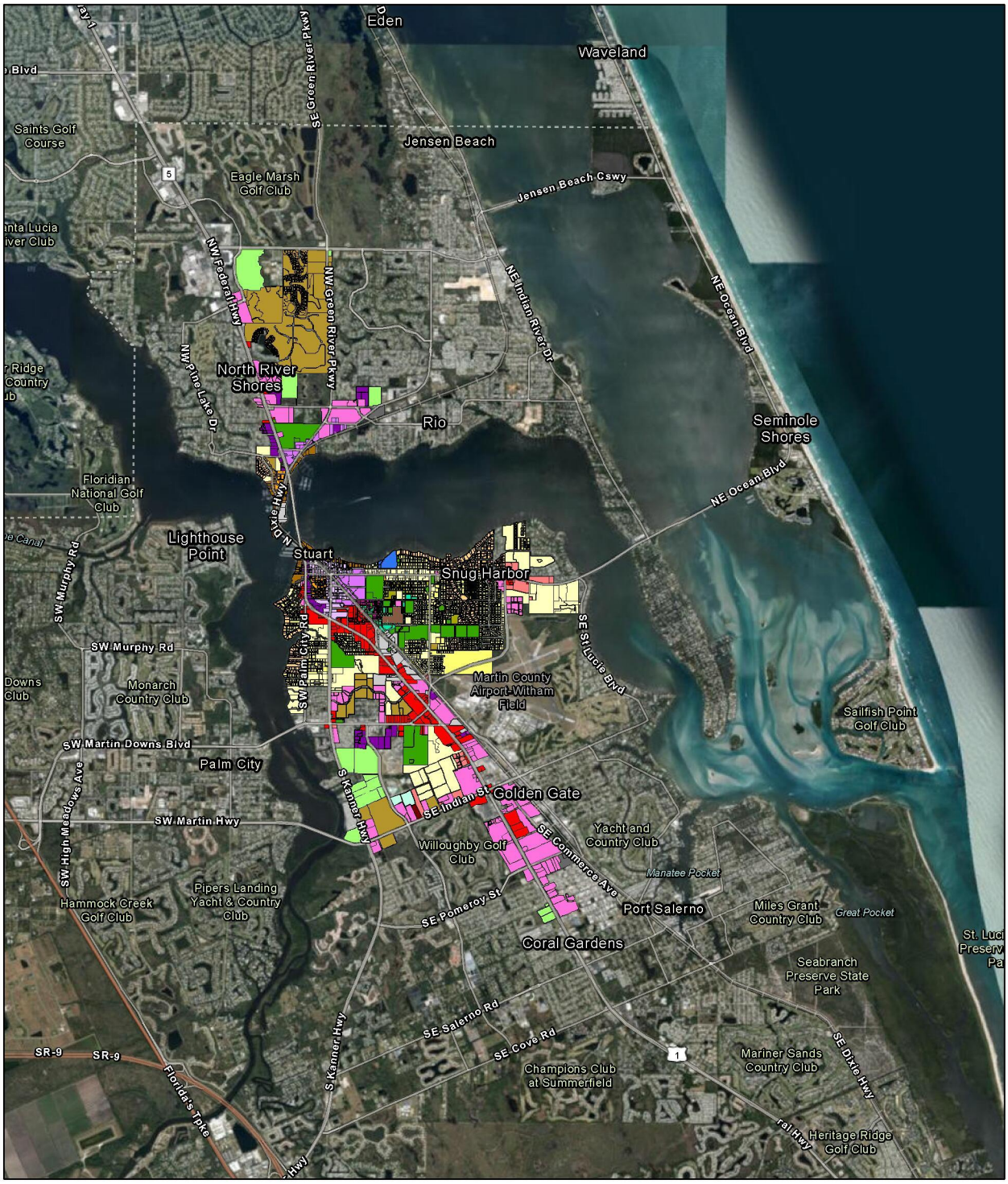
	USE	Zoning Districts										
		Residential				Nonresidential						
		R-1A	R-1	R-2	R-3	B-1	B-2	B-3	B-4	P	I	H
Commercial	Catering shops	-	-	-	-	P	P	-	-	-	-	-
	Clubs, lodges, fraternal organizations	-	-	-	-	-	P	-	-	-	-	-
	Craft distillery	-	-	-	-	P	P	-	P	-	-	-
	Dry cleaning establishment	-	-	-	-	-	P	-	P	-	-	-
	Dry cleaning plant	-	-	-	-	-	-	-	-	-	P	-
	Farm equipment and supply sales establishments, including open storage	-	-	-	-	-	-	-	-	-	P	-
	Flea markets	-	-	-	-	-	-	-	-	-	-	-
	Gasoline or other motor fuel stations	-	-	-	-	-	P	-	-	-	-	-
	Gasoline or other motor fuel stations, including tank farms	-	-	-	-	-	-	-	-	-	P	-
	Health clubs	-	-	-	-	-	P	-	-	-	-	-
	Health spas	-	-	-	-	-	P	-	-	-	-	-
	Kennels	-	-	-	-	-	P	-	-	-	-	-
	Laundry establishments (self-service)	-	-	-	-	-	P	-	P	-	-	-
	Manufactured home, mobile home or RV parks	-	-	-	-	-	-	-	-	-	-	-
	Marinas including the sale, display, repair, maintenance and storage of new and used boats.	-	-	-	-	P	P	-	-	-	-	-
	Microbrewery	-	-	-	-	P	P	-	P	-	P	-
	Newspaper or publishing plant	-	-	-	-	-	-	-	P	-	P	-
	Office, business or professional	-	-	-	P	P	P	P	P	-	-	-
	Office, low intensity medical	-	-	-	P	P	P	P	P	-	-	-
	Office, veterinary	-	-	-	-	P	P	P	P	-	-	-
	Outdoor storage	-	-	-	-	P	P	-	P	-	-	-
	Place of public assembly	-	-	-	-	-	P	-	-	P	-	-
	Pool hall/billiard parlor	-	-	-	-	-	P	-	-	-	-	-
	Repair services	-	-	-	-	-	P	-	P	-	P	-
	Restaurants, convenience and general	-	-	-	-	P	P	-	-	-	-	-
	Restaurants, limited	-	-	-	-	-	-	-	P	-	-	-
	Retail, bulk merchandise	-	-	-	-	-	P	-	P	-	-	-
	Retail, department store	-	-	-	-	-	P	-	-	-	-	-
	Retail, furniture store	-	-	-	-	-	P	-	-	-	-	-
	Retail, intensive sales	-	-	-	-	P	P	-	P	-	CU	-
	Retail, non-intensive sales and service	-	-	-	-	-	P	-	P	-	CU	-
	Retail, regional mall	-	-	-	-	-	P	-	-	-	-	-
	Retail, strip shopping center	-	-	-	-	-	P	-	P	-	-	-
	Rooftop dining areas	-	-	-	-	CU	CU	-	-	-	-	-
	Shooting range, indoor	-	-	-	-	-	P	-	P	-	P	-
	Skating rink, rolling or ice	-	-	-	-	-	P	-	-	-	-	-
	Studio (art, dance, music, exercise)	-	-	-	P	-	P	-	-	-	-	-
	Theaters	-	-	-	-	P	P	-	-	-	-	-
Recreational	Golf course	-	-	-	-	-	-	-	-	P	-	-
	Golf driving range (not accessory to golf course)	-	-	-	-	-	P	-	-	-	-	-
	Golf course, miniature	-	-	-	-	-	P	-	-	-	-	-
	Public parks	P	P	P	P	P	P	P	P	P	P	P
	Swimming pools	-	-	-	-	-	P	-	-	P	-	-
	Utility and Service Uses											
Utility and Service	Public facilities and services	P	P	P	P	P	P	P	P	P	P	P
	Public utilities	P	P	P	P	P	P	P	P	P	P	P
Industrial	Cold storage	-	-	-	-	-	-	-	-	-	P	-
	Fuel production facilities	-	-	-	-	-	-	-	-	-	CU	-
	Industrial, high-impact	-	-	-	-	-	-	-	-	-	P	-
	Industrial, low-impact *within enclosed facility	-	-	-	-	-	-	-	P *	-	P	-
	Industrial parks, planned	-	-	-	-	-	-	-	-	-	P	-
	Newspaper or publishing plant	-	-	-	-	-	-	-	P	-	P	-

	USE	Zoning Districts										
		Residential				Nonresidential						
		R-1A	R-1	R-2	R-3	B-1	B-2	B-3	B-4	P	I	H
Industrial	Sign painting and/or sign manufacturing shops in enclosed facility	-	-	-	-	-	P	-	P	-	P	-
Telecommunications	Radio and/or television broadcast stations	-	-	-	-	-	P	-	P	P	-	-
	Stealth communication facilities - In conjunction with uses other than single family or two-family residences, stealth telecommunications	-	-	-	P	P	P	-	P	P	P	-
	Stealth communication facilities - In conjunction with uses other than single family or two-family residences, stealth telecommunications	-	-	-	CU	CU	CU	-	CU	CU	CU	-
	Telecommunications towers	-	-	-	-	-	CU	-	CU	-	CU	-
	Telecommunications towers to be located on real property not owned by the City of Stuart	-	-	-	-	-	-	-	-	-	CU	-
	Telecommunications towers on real property owned by the City of Stuart	-	-	-	-	-	-	-	-	CU	-	-
Storage, Transportation and Logistics	Accessory structures	P	P	P	P							
	Bus and train (passenger) station/terminals	-	-	-	-	-	P	-	-	-	-	-
	Parking garages (private or government provided public)	-	-	-	-	P	P	-	-	-	-	-
	Parking lots (private or government provided public)	-	-	-	-	P	P	-	-	-	-	-
	Railroad freight stations and terminals	-	-	-	-	-	-	-	-	-	P	-
	Truck terminals	-	-	-	-	-	-	-	-	-	P	-
	Storage yards	-	-	-	-	-	-	-	-	-	P	-
	Warehouse, general storage	-	-	-	-	-	-	-	P	-	P	-
	Warehouse, mini-storage	-	-	-	-	-	-	-	P	-	P	-
	Warehouse, wholesale and distribution	-	-	-	-	-	-	-	P	-	P	-
Agricultural	Commercial nursery/tree farm	-	-	-	-	-	-	-	-	-	P	-
	Community gardens	P	P	P	P	P	P	P	P	P	P	P
	Urban farms	-	-	-	-	P	P	P	P	-	P	-

P **Permitted Use**

CU **Conditional Use**

ArcGIS Web Map



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0 0.75 1.5 3 mi

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City of Stuart Zoning

- B-1: Business- Limited
- B-2: Business- General
- B-3: Business- Restiricted
- B-4: Limited Business and Manufacturing
- BMU: East Stuart Business and Mixed Use
- County Zoning
- CPUD: Commercial Planned Unit
- GRO: East Stuart General Residential and Office
- H: Hospital
- I: Industrial
- IPUD: Industrial Planned Unit Development
- MXPUD: Mixed- Use Planned Development
- PSPUD: Public Service Unit Development
- P: Public
- R1: Single Family General
- R1A: SIngle Family Estate
- R-2: Duplex
- R-3: Multifamily/Office
- RPUD: Residential Planned Unit
- SFD: East Stuart Single Family & Duplex
- Urban Code: Urban Center
- Urban Code: Urban General
- Urban Code: Urban Highway
- Urban Code: Urban Neighborhood
- Urban Code: Urban Waterfront
- UPUD: Urban Planned Unit Development

11092020 CCM

State of Florida, Earthstar Geographics
FDEP, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/9/2020 **Prepared by:** Janine Wilde, Administrative Coordinator

Title of Item:

SHEPARD PARK BUFFERED SHORELINE DEMONSTRATION PROJECT

Summary Explanation/Background Information on Agenda Request:

Beth Falls, Ph.D., a Research Scientist with Ocean Research and Conservation Association, Inc. (ORCA) will be presenting the Shepard Park Buffered Shoreline Demonstration Project. This is a demonstration project that proposes to install a buffered shoreline along the seawall in Shepard Park. A buffered shoreline is a strip of natural vegetation along the shoreline of a waterbody that absorb nutrients from the stormwater, as well as, filter pollutants and sediments out of the soils and stabilize soil to reduce erosion. ORCA received project funding through matching grants from the Indian River Lagoon National Estuary Program and the Schmidt Marine Technology Partner.

Funding Source:

N/A

Recommended Action:

No action required.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Presentation	10/28/2020	Presentation

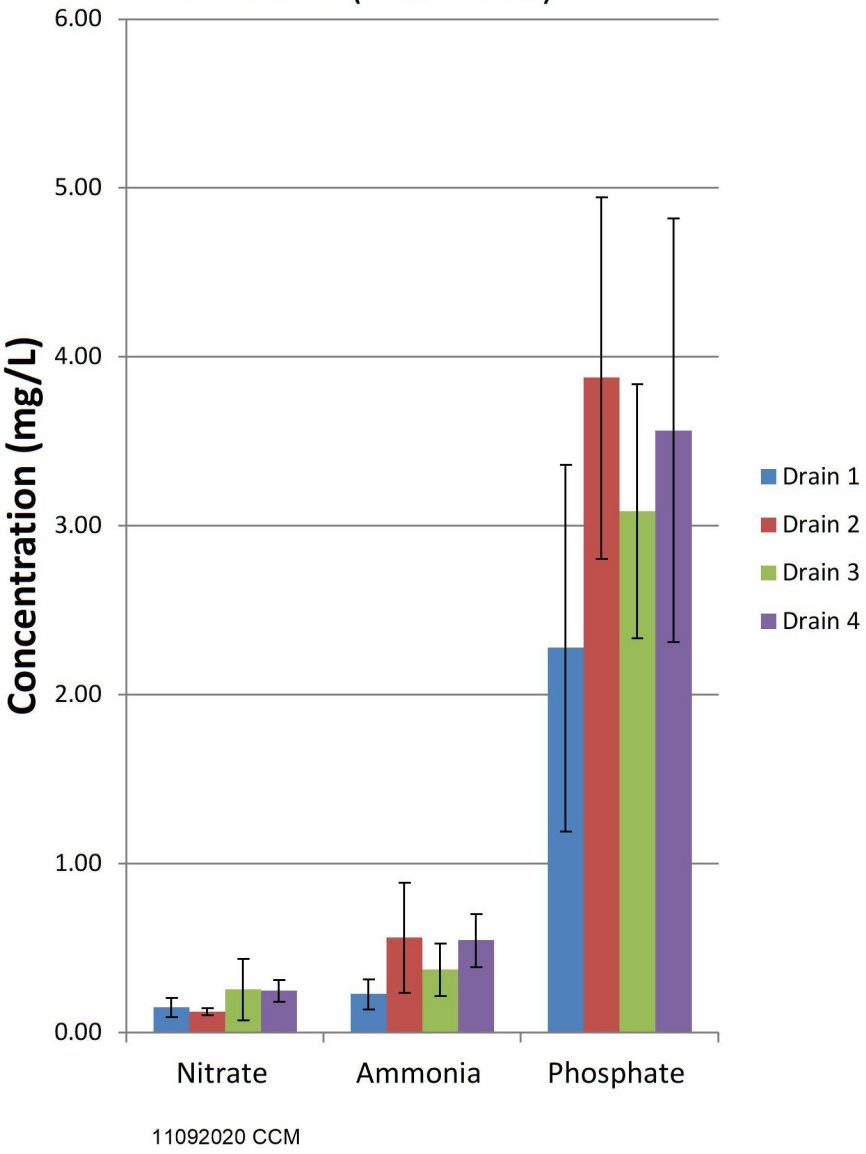
Buffered Shoreline Demonstration Project

OCEAN RESEARCH & CONSERVATION ASSOCIATION, INC.

Beth Falls, Ph.D., Research Scientist

Baseline Runoff

Nutrient concentrations in 3 24-hour samples collected from drains (mean ± SE)



11092020 CCM

Nutrient concentrations in 3 24-hour samples collected from shoreline runoff (mean ± SE)

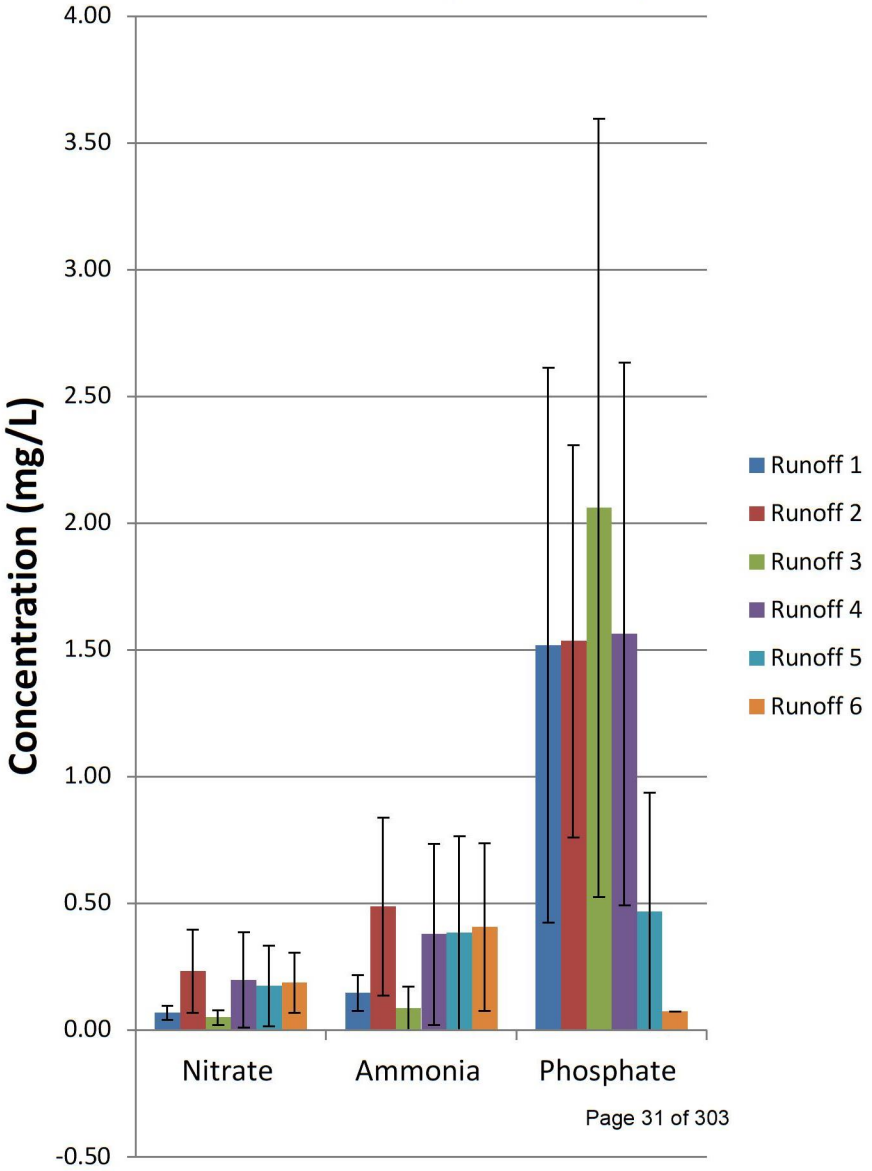
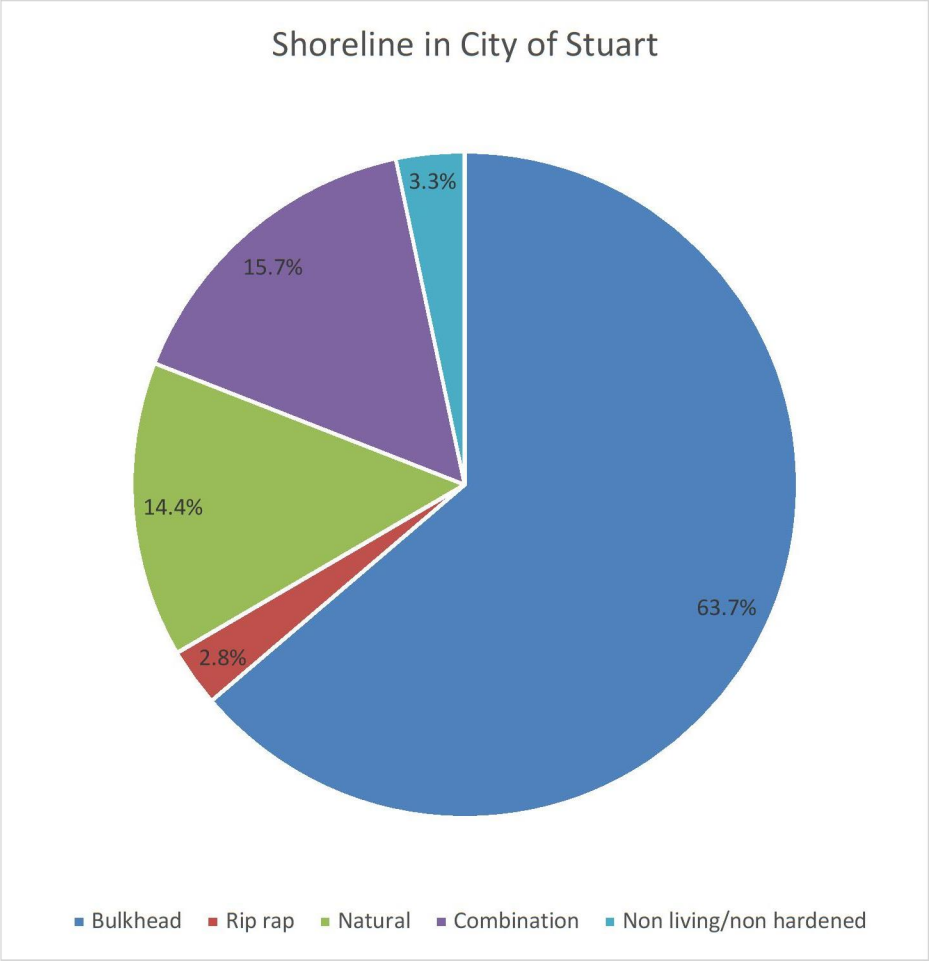
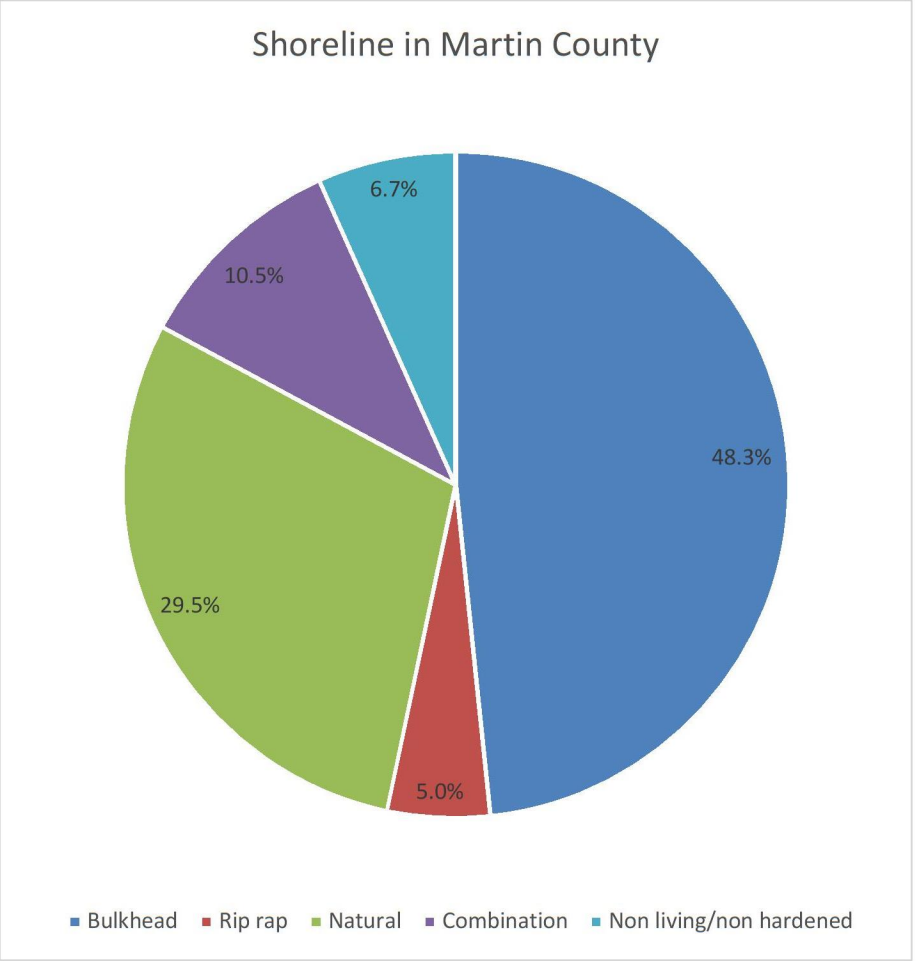


TABLE OF CONTENTS:
L1 - LANDSCAPE PLAN / PLANT SCHEDULE
L2 - SWALE PLAN
L3 - DETAILS AND SPECIFICATIONS
HORIZONTAL COCOPLUM
SAND CORDGRASS
PAKAHATCHEE GRASS
DUNE SUNFLOWER
SPIDER LILY
1. EX DRAIN
2. EX DRAIN
3. EX DRAIN
4. EX DRAIN
FLORATAM SOD
FLORIDA GAMA GRASS
FLOODED AT THE TIME OF INVENTORY
EX DATE PALM
EX BALD CYPRESS
EX BASHINGTONIA PALM TREE (3)
EX CHINESE FAN PALM
EX COCONUT PALM
EX AUSTRALIAN PINE TO BE REMOVED
EX ARECA PALM
EX LAUREL OAK (3)
EX SABAL PALM
EX FICUS
EX BAMBOO
EX BLACK OLIVE TREE
EX OAK TREE (2)
EX LADDER
0 20 40 80
SCALE: 1" = 20'
NORTH
PLANT SCHEDULE
GROUND COVERS
QTY
BOTANICAL NAME
COMMON NAME
CONT
SPACING
SIZE
NOTES
153 CHRYSOBALANUS ICACO 'HORIZONTALIS' HORIZONTAL COCOPLUM 3 GAL. 24" O.C. 8"X12" NATIVE
280 HELIANTHUS DEBILIS DUNE SUNFLOWER 1 GAL. 18" O.C. 8" X 8" NATIVE
418 HYMENOCALLIS LATIFOLIA SPIDER LILY 1 GAL. 24" O.C. 18"X12" NATIVE
271 SPARTINA BAKERI SAND CORDGRASS 3 GAL. 42" O.C. 24" HT., FULL NATIVE
250 TRIPSACUM DACTYLOIDES FLORIDA GAMA GRASS 3 GAL. 30" O.C. 24" HT., FULL NATIVE
OTHER
QTY
BOTANICAL NAME
COMMON NAME
CONT
SPACING
SIZE
NOTES
3,751 SF BLACK, HARDWOOD, NON-CYPRESS MULCH S.F. AS NEEDED 3" LAYER
2,309 SF STENOTAPHRUM SECUNDATUM 'FLORATAM' FLORATAM SOD SOD TIGHTLY FITTED, STAGGERED JOINTS

Shoreline Survey





Project funded through matching grants from the Indian River Lagoon National Estuary Program and the Schmidt Marine Technology Partners

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/9/2020 **Prepared by:** Michelle Vicat

Title of Item:

ST. LUCIE RIVER PRESENTATION BY MAC STUCKEY

Summary Explanation/Background Information on Agenda Request:

Presentation by Mac Stuckey on initiatives to clean the St. Lucie River

Funding Source:

N/A

Recommended Action:

Enjoy the presentation

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/9/2020 **Prepared by:** Mary Kindel, City Clerk

Title of Item:

APPROVAL OF 10/12/2020 CCM AND 10/26/2020 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Minutes.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	10/12/2020 CCM Minutes	11/2/2020	Attachment
🗋	10/26/2020 CCM Minutes	11/2/2020	Attachment

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
HELD October 12, 2020
AT 4:00 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

ADMINISTRATIVE
City Manager, David Dyess
City Attorney, Michael J. Mortell
City Clerk, Mary R. Kindel

4:00 PM ROLL CALL

Present: Mayor Meier, Vice Mayor Clarke, Commissioner Bruner, Commissioner Matheson, Commissioner McDonald

*** Clerk's Note: Per Ordinance No. 2450-2020 Attachment A to the Code of Ordinances Amendment adopted on 9/28/2020, Section 2-48. Meetings was updated to reflect the second Monday of each month, the Commission Meetings will begin at 4:00 p.m. at which time, proclamations, presentations, and employee appreciations will occur with a time certain of 5:30 p.m. for the remainder of the meeting.**

THIS MEETING IS A HYBRID IN PERSON/REMOTE MEETING.

Mayor Meier recognized Columbus Day and Indigenous People's Day. He acknowledged we were on the homelands of the Ais, Covey, and Seminole People.

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT

Stephen Mayer provided a brief overview of his involvement in theater and explained the new approach called Zoom Theater. He introduced The Proposal, an upcoming Zoom self-directed play.

PROCLAMATIONS

2. IMAGINE A DAY WITHOUT WATER - OCTOBER 21, 2020

Anne Ellig, Program Manager, accepted the proclamation and spoke on the importance of water, inviting all to imagine a day without water on October 21st.

3. FLORIDA CITY GOVERNMENT WEEK - OCTOBER 19-25, 2020

City Manager, David Dyess complimented staff, especially Mary Kindel, City Clerk and Paul Sandstrom of Community Services who put together a video using the Florida League of Cities book "The City That Talks" which will be sent to local elementary schools during City Government Week. The video was shown to the Commission and staff came forward for a photo.

4. HOSPICE AND PALLIATIVE CARE MONTH - NOVEMBER 2020

Jackie Kendrick, CEO and Scott Hoffman, Board Member of Treasure Coast Hospice accepted the proclamation, thanking the City on behalf of the employees, volunteers and board.

PRESENTATIONS

4:22 PM 5. SERVICE AWARDS - OCTOBER 2020

Rosamond Johnson, Human Resources - 10 years
Bradley Howard, Public Works - 10 years
Anne Ellig, Public Works - 5 years
Edith Rodriguez, Finance - 5 years
***The following employees were recognized for their years of service as they were unable to attend Commission Meetings in person to accept their service awards due to COVID-19:**
Stefano Nicolosi, Development, 5 Years
Matthew Cernuto, Police, 15 Years
Bruce Beland, Development, 15 Years
Grace Alvarado, Development, 15 Years

6. EMPLOYEE OF THE MONTH - OCTOBER 2020

Dave Peters, Public Works Director, presented an overview of Anne Ellig's accomplishments and achievements, especially in recognition for her efforts in putting together the Sustainability Plan.

Anne Ellig, Program Manager, accepted her Employee of the Month Award and thanked her fellow committee members as well as Dave Peters for his support and encouragement on the Sustainability Plan.

4:33 PM City Manager Dyess requested a brief discussion on Lake Okeechobee releases. City Attorney Mortell agreed but recommended that during the 5:30 p.m. public comment (or Commissioner Comments) to state that he has communicated with Col. Polk and provide the discussed items, but this would give them the time to discuss the topic more at length.

Commissioner Matheson opened discussion with a brief update on the Lake Okeechobee discharge, releases, pollutions & blue green algae. He presented a LORS slide explaining the establishment of allowable Lake Okeechobee Releases to tide (estuaries). He asked if the City Manager would set up a meeting with Mr. Mack Stuckey to find out what he would like to do and have Ben Hogarth be prepared to present as well.

City Manager noted that he has communicated with Mr. Stuckey and he could come to give a presentation at the 4:00 p.m. November 9th Commission Meeting. Mr. Hogarth could prepare a response for a follow-up meeting.

Ben Hogarth, City's Communications Liaison, provided the Commission input.

Commissioner McDonald commented on inviting the Army Corp of Engineers to attend the meeting with Mr. Stuckey's presentation. Matheson and Meier feel it is not necessary for both to take place at the same meeting.

5:11 PM RECESS CALLED BY MAYOR MEIER
5:30 PM MEETING RECONVENED

COMMENTS BY CITY COMMISSIONERS

Commissioner Bruner

- **Commented on being grateful for her job and the great job staff does.**

Commissioner Matheson

- **Thanked Michele Jett, staff, and City Manager Dyess for the City's new mapping system on the website.**
- **Thanked Helen McBride for pointing out the tree's sudden removal on Monterey Rd.**
- **Thanked TDC Award for a Great Place.**
- **Announced a Demand Clean Water Rally at Stuart Causeway Bridge, Sunday at 10 am, encouraged everyone to attend.**
- **Requested to pull Item #8 from the Consent Agenda.**

Commissioner McDonald

- **Commented on the "Great Place to Live Award".**
- **Spoke about the excessive rain and flooding and his tour around the City. Thanked Milton and The Public Works Department for doing a great job and their Storm Water Master Plan.**
- **Attended a training with the Police Department that involved many of the operations they train for such as qualifying, firearms, identifying criminals, special firearms training, encourages others to attend their training and complimented the Police Department on doing a great job.**

Vice Mayor Clarke

- **Thanked Anne Ellig for her work on the sustainability project, complimented the City Manager and staff for the presentation of "The City That Talks", misses going to the schools for presentations.**
- **Inquired about looking into more of a direct relationship with the County on flooding and drainage control.**
- **Addressed City Manager and employees on the amazing job they have done during COVID. She requested recognizing the City employees for their work keeping the City going during COVID to let them know we trust and appreciate them.**
- **Mentioned residents requesting a moratorium in the City. She felt the City is balanced and developed well.**
- **Requested a status on the Diversity Committee. She had concerns of the upcoming election and questioned if there were any plans in place on keeping the City safe.**
- **Suggested working with the Development Department on a neighborhood plan with a discussion including a survey on what residents felt was happening or not happening within the City.**
- **Mentioned public/private relationships and how the Kiwanis Club has done so many good things in our City.**
- **Requested to pull Items #9 and #10 from the Consent Agenda.**

Per the East Stuart zoning discussion, Kev Freeman, Development Director, responded to explain the past solicitation and there was a lack of commitment by the Commission; therefore, he would like his staff to come back with a status update and find out how the Commission feels about that, then revisit with the community, but they would prefer a good direction from the commission before moving forward.
City Attorney suggested Mr. Freeman return with a history presentation, and from that, the Commission decide where to go from there. He feels they spent a lot of time communicating with the community and would not like to see that work wasted.
Mayor Meier suggested this may be beyond a D&D item but more of a Workshop.

Mayor Meier

- **Attended via Zoom, the County Commission Meeting on their Climate Vulnerability Assessment Presentation focusing on the economic impact of climate change and stated he is proud of the City's Sustainability Plan and looked forward to continuing to lead.**
- **Mentioned other local government's discussions on what steps to take to ensure public safety into the November elections.**

Chief Tumminelli updated the Commission, stating there is an action plan that included monitoring six (6) sites including the Supervisor of Elections Office.

- **Mentioned the Joint City School Board Meeting October 21, 2020 at 9:00 AM.**

COMMENTS BY CITY MANAGER

City Manager Dyess responded to Commissioner Matheson on the trees along the Walgreens was a development order and staff will contact about tree replacement. He also provided a brief update on the Race Relations Board stating they have meet approximately 4 times and gone through the Police Department use of force, Police Chief presented on policies, and various recommendations have been made and some implemented. Human Resources is the topic at the next meeting.

APPROVAL OF AGENDA

6:04 PM MOTION: So moved. [Motion to approve Agenda with Items #8, #9, and #10 pulled.]
MOVED BY: Commissioner McDonald
SECONDED BY: Vice Mayor Clarke
Motion passed unanimously.

COMMENTS FROM THE PUBLIC

1.) **Caryn Hall Yost-Rudge - Palm City Road; She supported the three (3) minute public comment time limit but encouraged not to go less than three (3) minutes in the future. She did not agree with moving the Commission Meeting time. She requested a new population number with the new developments and how it would change.**
2.) **Tom Campenni - St Lucie Crescent; Invited the Commission to volunteer at the Thanksgiving Feed with Gertrude Walden on November 19th to hand out Thanksgiving meals.**
3.) **Joselia Powell - Florida St; asked a question on annexation in the City and the process and clarification on the City limits.**

City Attorney Mortell explained the process.

CONSENT CALENDAR

7. APPROVAL OF 09/14/2020 CCM, 09/21/2020 SCM, 09/28/2020 SCM, AND 09/28/2020 CCM MINUTES

8. (PULLED) INTER-LOCAL AGREEMENT WITH TREASURE COAST PLANNING COUNCIL:

RESOLUTION No. 120-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN INTER-LOCAL AGREEMENT BETWEEN THE CITY OF STUART AND TREASURE COAST REGIONAL PLANNING COUNCIL FOR THE PROVISION OF CONDUCTING AN ANALYSIS OF THE FEDERAL HIGHWAY CORRIDOR IN CONNECTION WITH A DEPARTMENT OF ECONOMIC ACTIVITY GRANT AWARD. PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

9. (PULLED) AUTHORIZE COMMUNITY SERVICES DEPT. TO APPLY FOR A FRDAP GRANT FOR KIWANIS PARK PLAYGROUND EQUIPMENT:

RESOLUTION No. 121-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE COMMUNITY SERVICES DEPARTMENT TO APPLY FOR A GRANT THROUGH THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) AND IF APPROVED, AUTHORIZE THE ACCEPTANCE AND EXPENDITURE OF GRANT FUNDS FOR THE PURPOSE OF MAKING IMPROVEMENTS TO KIWANIS PARK; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

10. (PULLED) UPDATING CIP TO INCLUDE KIWANIS PARK PLAYGROUND:

RESOLUTION No. 122-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE ADOPTED 2021 5-YEAR CAPITAL IMPROVEMENT PLAN (CIP) TO INCLUDE IMPROVEMENTS TO KIWANIS PARK; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

11. ACQUIRE FDOT POND:

RESOLUTION No. 123-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO ACQUIRE THE FDOT POND LOCATED ON STATE ROAD NO 5 (US 1) TO ENHANCE THE PROPERTY LOCATED WITHIN THE STUART COMMUNITY REDEVELOPMENT AREA AND AUTHORIZING THE MAYOR TO EXECUTE A RESOLUTION PROVIDING AN EASMENT OVER THE PROPERTY TO FDOT, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

12. PLAT OF "OCEAN COVE":

RESOLUTION No. 124-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE A PLAT TITLED “OCEAN COVE”, (F.K.A. STUART OCEAN) WITH LANDS SITUATED IN SECTION 2, TOWNSHIP 38 SOUTH, RANGE 41 EAST, CONTAINING 11.045 ACRES, PREPARED BY RONNIE L. FURNISS OF CAULFIELD AND WHEELER, INC., A FLORIDA REGISTERED LAND SURVEYOR AND MAPPER NO. 6272, PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

6:15 PM MOTION: Move for approval less Items 8, 9 and 10.
MOVED BY: Vice Mayor Clarke
SECONDED BY: Commissioner Matheson
Motion passed unanimously.

8. INTER-LOCAL AGREEMENT WITH TREASURE COAST PLANNING COUNCIL:

RESOLUTION No. 120-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN INTER-LOCAL AGREEMENT BETWEEN THE CITY OF STUART AND TREASURE COAST REGIONAL PLANNING COUNCIL FOR THE PROVISION OF CONDUCTING AN ANALYSIS OF THE FEDERAL HIGHWAY CORRIDOR IN CONNECTION WITH A DEPARTMENT OF ECONOMIC ACTIVITY GRANT AWARD. PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Kim Delaney, Treasure Coast Regional Planning Council, provided a brief overview of the project scope and grant requirements.

6:24 PM MOTION: Move for approval.
MOVED BY: Commissioner Matheson
SECONDED BY: Vice Mayor Clarke
Motion passed unanimously.

9. AUTHORIZE COMMUNITY SERVICES DEPT. TO APPLY FOR A FRDAP GRANT FOR KIWANIS PARK PLAYGROUND EQUIPMENT:

RESOLUTION No. 121-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE COMMUNITY SERVICES DEPARTMENT TO APPLY FOR A GRANT THROUGH THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) AND IF APPROVED, AUTHORIZE THE ACCEPTANCE AND EXPENDITURE OF GRANT FUNDS FOR THE PURPOSE OF MAKING IMPROVEMENTS TO KIWANIS PARK; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Manager Dyess provided an overview of the grant application for the improvement of Kiwanis Park.

Sherry Fisher of Kiwanis provided an overview of fundraisers and the phases of the park improvements.

Jim Chrulski, Director of Community Services, provided an overview of how the City was able to qualify for the grant.

6:30 PM MOTION: Move for approval.
MOVED BY: Vice Mayor Clarke
SECONDED BY: Commissioner McDonald
Motion passed unanimously.

10. UPDATING CIP TO INCLUDE KIWANIS PARK PLAYGROUND:
RESOLUTION No. 122-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE ADOPTED 2021 5-YEAR CAPITAL IMPROVEMENT PLAN (CIP) TO INCLUDE IMPROVEMENTS TO KIWANIS PARK; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Vice Mayor Clarke pulled Item #10 just to make the public aware that when these changes are made to the CIP, what the efforts are from the City and private partners.

6:31 MOTION: Move for Item #10 to be accepted and approved.
MOVED BY: Vice Mayor Clarke
SECONDED BY: Commissioner McDonald
Motion passed unanimously.

COMMISSION ACTION

Commission moved forward with the Second Reading Item first, Item #14, Ordinance No. 2433-2020 to match the online agenda.

***Mayor Meier noted that per Ordinance No. 2450-2020 Attachment A to the Code of Ordinances Amendment adopted on 9/28/2020, Section 2-48, Second Readings will now be discussed before First Readings on the Agenda and this order simply did not get adjusted on this agenda.**

ORDINANCE SECOND READING

14. ESTABLISHMENT OF REGULATIONS FOR MOORE'S CEMETERY:

(Continued from August 10, 2020 CCM)
ORDINANCE No. 2433-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, CREATING CHAPTER 13, CEMETERIES, IN THE CITY'S CODE OF ORDINANCES TO ESTABLISH A UNIFORM SET OF REGULATIONS FOR THE PURCHASE, SALE, USE, AND MAINTENANCE OF CEMETERY SPACES IN THE CITY'S MOORE'S CEMETERY, AND TO PRESCRIBE PROCEDURES FOR THE ADMINISTRATION OF THE CEMETERY, PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Vice Mayor Clarke questioned some of the language in the final ordinance to include Workman's Compensation, domicile, and requirements.

A brief discussion took place to include maintenance, funding, eligibility for use and domicile language.

Public Comment:

1.) **Gwendolyn Hall-Brinkley - SW Majorca Ave, PSL; Commented that she did not agree with the domicile requirement for short-term residents' ability to purchase a plot. She supported the five (5) year requirement.**
2.) **Joselia Powell - SE Florida St; questioned how residency would be determined.**
3.) **Helen McBride - Flamingo; questioned ownership and the ability to sell the lot.**

6:33 PM MOTION: Move for approval.

6:52 PM Motion amended to include: Defining domicile as residing in Stuart for five (5) years or currently as distinguished from his temporary or transient.
MOVED BY: Commissioner McDonald
SECONDED BY: Vice Mayor Clarke
Motion passed unanimously.

ORDINANCE FIRST READING

13. AMENDMENT TO CITY CHARTER CORPORATE BOUNDARY:

ORDINANCE No. 2455-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AMEND THE CORPORATE BOUNDARY OF THE CITY AND REDEFINE THE BOUNDARY OF THE CITY AS SET FORTH IN APPENDIX "A" OF THE CITY CHARTER AS ADOPTED BY ORDINANCE NO. 2028-05 ON APRIL 11, 2005, AS AMENDED; REDEFINING THE CORPORATE BOUNDARY TO INCLUDE ALL LANDS ANNEXED TO THE CITY THROUGH THE EFFECTIVE DATE HEREOF; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

7:06 PM MOTION: Move for approval.
MOVED BY: Commissioner Bruner
SECONDED BY: Commissioner McDonald
Motion passed unanimously.

DISCUSSION AND DELIBERATION

7:07 PM ADJOURNMENT

Mary R. Kindel, City Clerk **Michael J. Meier, Mayor**

Minutes to be approved at the Regular Commission Meeting this 9th day of November, 2020.

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
HELD October 26, 2020
AT 5:30 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

ADMINISTRATIVE
City Manager, David Dyess
City Attorney, Michael J. Mortell
City Clerk, Mary R. Kindel

5:32 PM ROLL CALL

Present: Mayor Meier, Vice Mayor Clarke, Commissioner Bruner, Commissioner Matheson, Commissioner McDonald

THIS MEETING IS A HYBRID IN PERSON/REMOTE MEETING.

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

PRESENTATIONS

1. THE AMERICAN PLANNERS ASSOCIATION WILL PRESENT THE 2020 APA FLORIDA CHAPTER 'GREAT PLACES IN FLORIDA' PEOPLE'S CHOICE AWARD TO THE CITY OF STUART.

Jim Chrulski, Community Services Director, presented with a brief background of the application process and coordination with Martin County to apply for the award. Jim introduced Julia Alex McGee, Executive Director of APA Florida from Tallahassee, Corey Benton of the APA Florida Executive Committee Treasure Coast Section Chair, Stuart Main Street members Nik Schroth and Candance Callahan, and Bill Moore,

DBA President. Mr. Benton presented the award to the City and all members came forward for a group photo.

5:41 PM COMMENTS BY CITY COMMISSIONERS

Commissioner Bruner

- **Commented on how wonderful our little City is and happy she is to be a part of it.**

Commissioner Matheson

- **Commented on complaints heard and encourages all to vote, if you don't vote, you cannot complain.**
- **Rain continues and Lake Okeechobee is at 16+ feet and they are assessing discharges, working on the effects of king tide. Reached out to Col. Polk and asked if Stuart could host the Army Corp in a December meeting.**

Commissioner McDonald

- **Suggested a meeting or inviting to same meeting with Army Corp of Engineers, inviting Martin County on the general fund and how residents are going to pay for consultants.**
- **Received call from County Commissioner Hetherington about changing the age to purchase tabaco to the age of 21. Asked for City manager and Attorney to share the proposed Ordinance he provided with the other Commissioners.**

Vice Mayor Clarke

- **Commented on the Joint City County School Board Meeting and encouraged all to go online to review the discussions that took place at that meeting. Asked if there is a way to track the discussed topics.**
- **Commented on the Meeting Decorum presentation and would like to see it on the website so it is available to the public.**
- **Thanked Pinal Gandhi-Savdas, Jim Chrulski, Main Street, Police and Fire, and all who are associated with the City being awarded the 'Great Places in Florida' award.**
- **Inquired about DOT schedule.**

5:55 PM COMMENTS BY CITY MANAGER

City Manager Dyess

- **Requested to continue Item #8, Ordinance No. 2422-2020 to date certain of 11/23/2020 CCM.**
- **Add item to add the Declaration of Emergency to Commission Action or Consent Calendar.**
- **Request to add D&D to Agenda on Scooter Survey.**

APPROVAL OF AGENDA

5:57 PM MOTION: Approve the agenda continuing Item #8 to a date certain of November 23rd adding a D&D at the end of the meeting regarding downtown use of scooters and adding to commission Action Resolution 133-2020 regarding the continuation of our State Emergency.
MOVED BY: Commissioner Matheson
SECONDED BY: Commissioner McDonald
Motion passed unanimously.

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

1) **Jacqui Thurlow-Lippisch – Riverview Dr; Congratulated the City on their award and commented about the Army Corp discharges happening since October 14th, provided an update on information available on the SFWMD's webpage of District's actions to reduce discharges to the northern estuaries. She explained that Drew Bartlett and Eric Sutten sent a letter to the Army Corp about the Conservation areas and drowning wildlife and that at least October is better than June or July for discharges. Hopes she is invites to the round-table discussion with the Corp and encourages the City of build relationships.**
2) **Joselia Powell – no address listed; Questioned about the Kiwanis Park renovations grant and wondered how funds can be allocated to the Martin Luther King Park and the parks on 10th Street.**
3) **Gwendolyn Hall Brinkley – Majorca Ave., PSL; Commented on Moore's Cemetery and would like to see some signage that shows it as a historical black cemetery and make it a requirement timeline of years 5 present, quotes, 5 and 5.**

CONSENT CALENDAR

2. TO APPENDIX A:

RESOLUTION No. 129-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AMENDING APPENDIX "A" THAT WAS ADOPTED BY RESOLUTION 92 - 2020 ON SEPTEMBER 14, 2020 FOR SCRIVENER'S ERRORS IN CHAPTER 34 AND CHAPTER 42 OF THE CITY'S CODE OF ORDINANCES, AND PROVIDING AN EFFECTIVE DATE.

3. ACCEPT SEACOAST BANK DONATION TO THE COMMUNITY SERVICES DEPT.:

RESOLUTION No. 130-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT #1 TO THE 2021 OPERATING BUDGET; AUTHORIZING RECEIPT AND APPROPRIATION OF A DONATION FROM SEACOAST BANK; AUTHORIZING THE EXPENDITURE OF FUNDS FOR A TROPHY CASE AT THE 10th STREET COMMUNITY CENTER; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

4. AWARD ITB# 2021-100: ZONE 3 MILL/OVERLAYAND POINT REPAIRS PROJECT:

RESOLUTION No. 131-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2021-100, ZONE 3 MILL/OVERLAY AND POINT REPAIRS PROJECT TO THE LOW EST, RESPONSIVE, RESPONSIBLE BIDDER TOTAL UNIT PRICE OF $141,253.80 TO R & D PAVING, INC. OF WEST PALM BEACH, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

6:07 PM MOTION: Move for approval.
MOVED BY: Commissioner McDonald
SECONDED BY: Vice Mayor Clarke
Motion passed unanimously.

COMMISSION ACTION

5. EAST STUART URBAN CODE CONDITIONAL USE FOR DAYCARE FACILITY (QUASIJUDICIAL):

RESOLUTION No. 106-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, GRANTING A MAJOR URBAN CODE CONDITIONAL USE APPROVAL TO THE PROPERTIES LOCATED AT THE NORTHWEST CORNER OF MARTIN LUTHER KING, JR. BOULEVARD AND SE CORTEZ AVENUE, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTIONS; GRANTING APPROVAL FOR A LICENSED CHILD DAYCARE FACILITY ON A 0.93 ACRE SITE; TO ALLOW A REDUCTION OF SIX REQUIRED PARKING SPACES; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

Four (4) people sworn; Stephen Mayer and Kevin Freeman, City of Stuart, Sean Reed and Donna Reed of Reed Daycare Center.

Stephen Mayer, Senior Planner, presented on the location, zoning district, the waiver's requested, demonstrating the site and landscape plans.

Commissioner Matheson commented that he is in support of this Resolution but would like to see a bike rack added and landscaping maintained at chest-high level. Applicants Sean Reed and Donna Reed agreed to the amendments.

6:15 PM MOTION: Move for approval.
AMEDED MOTION: Agee to amend the motion to add a bike rack and to trim the bushes.
MOVED BY: Commissioner Bruner
SECONDED BY: Commissioner McDonald
Motion passed unanimously.

Added Item per City Managers Comments:

5A. DECLARATION OF LOCAL EMERGENCY:

RESOLUTION No. 133-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY PERTAINING TO COVID-19; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

6:21 PM MOTION: Move approval.
MOVED BY: Commissioner McDonald
SECONDED BY: Vice Mayor Clarke
Motion passed unanimously.

Order of the Agenda now changed: Second Readings

ORDINANCE SECOND READING

6. EVALUATION AND APPRAISAL REPORT (EAR):

ORDINANCE No. 2442-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING THE EVALUATION AND APPRAISAL REPORT (EAR) FOR THE COMPREHENSIVE PLAN OF THE CITY OF STUART; STATING THE INTENT OF THE CITY COMMISSION TO AMEND THE COMPREHENSIVE PLAN BASED UPON RECOMMENDATIONS CONTAINED IN THE REPORT; AND APPROVING TRANSMITAL OF THE EVALUATION AND APPRAISAL REPORT TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY AND ANY OTHER INTERESTED GOVERNMENTAL ENTITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Stephen Mayer updated the Commission on the status of the EAR, the transmittal went to the DEO for review. An objection and one comment were returned by the DEP to the City per affordable/attainable housing definitions and that the 5-year capital improvement plan was not included as it was not complete at the time of submittal. Mayer reviewed staff's recommendation to following the DEO's recommendation to make those changes and respond back within the 180 days allotted.

Mayor Meier commented on wanting to review this more thoroughly and would like to review the update with the CIP.

Commissioner Matheson feels it is in the right direction and feels the discrepancy is only on the definitions per the DEO.

Commissioner McDonald asked if this is something that can be challenged.

City Attorney Mortell explained the definition of affordable housing.

Kev Freeman, Development Director, suggested we run this by DEO and return to the Commission with the response.

Public Comment:

1) **Caryn Hall Yost-Rudge – Palm City Rd; via ZOOM; Thanked the Commission for not rushing.**

6:35 PM MOTION: Move to continue it until you (Kev Freeman) get comments back from DEO.
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Clarke
Motion passed unanimously.

7. AMENDMENT TO CITY CHARTER CORPORATE BOUNDARY:

ORDINANCE No. 2455-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AMEND THE CORPORATE BOUNDARY OF THE CITY AND REDEFINE THE BOUNDARY OF THE CITY AS SET FORTH IN APPENDIX "A" OF THE CITY CHARTER AS ADOPTED BY ORDINANCE NO. 2028-05 ON APRIL 11, 2005, AS AMENDED; REDEFINING THE CORPORATE BOUNDARY TO INCLUDE ALL LANDS ANNEXED TO THE CITY THROUGH THE EFFECTIVE DATE HEREOF; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

No changes since First Reading.

6:37 PM MOTION: Move approval of the corporate boundary of the City Charter based on Northstar, move approval of Ordinance No. 2455-2020.
MOVED BY: Vice Mayor Clarke
SECONDED BY: Commissioner McDonald
Motion passed unanimously.

ORDINANCE FIRST READING

8. WIRELESS INFRASTRUCTURE IN ROW CODE AMENDMENT:

ORDINANCE No. 2422-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING ARTICLE V OF THE CODE OF ORDINANCES ENTITLED "COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHT-OF-WAY" IN RESPECT OF STANDARDS FOR THE PROVISION OF REGULATING THE PLACEMENT AND MAINTENANCE OF NEW AND EXISTING WIRELESS COMMUNICATION TOWERS IN THE PUBLIC RIGHT-OF-WAY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Per City Managers Comments, Mayor Meier requested a motion to continue Item #8 to date certain of November 23, 2020 Regular City Commission Meeting.

6:39 PM MOTION: So moved.
MOVED BY: Commissioner Matheson
SECONDED BY: Vice Mayor Clarke
Motion passed unanimously.

9. AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS - RESIDENTIAL INFILL STORMWATER MANAGEMENT ~~(QUASI JUDICIAL)~~:

ORDINANCE No. 2453-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING SECTION 6.03.00. OF THE LAND DEVELOPMENT CODE ENTITLED "STORMWATER MANAGEMENT" OF CHAPTER VI ENTITLED "ON-SITE AND OFF-SITE DEVELOPMENT STANDARDS" IN RESPECT OF STANDARDS FOR RESIDENTIAL SINGLE FAMILY AND DUPLEX INFILL DEVELOPMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Kevin Freeman provided an update to the Commission, explaining that this item is for residential infill as a result of development in neighborhoods where properties are built too low and new properties are built up to code, causing stormwater issues. He reviewed Infill lots, flood elevation, stem wall, and fill with a power point presentation. Staff's proposal is to increase the limiting of fill, require gutters on roofs, promote exfiltration, rainwater gardens or other options by registered engineers to be considered by the Building Dept. He provided standards that include a topographic survey (spot evaluation) extending a minimum of 25' beyond lot property line.

Attorney Mortell noted that this item is not quasi-judicial as it is a general Ordinance. He reported and went on to report on a telephone call he received today from a woman expressing her concerns, primarily the building inspector taking on the responsibility of an engineer.

Vice Mayor will provide the email from with the points to the City Clerk for the record. Attorney Mortell read the 7 points into the record.

7:06 PM Marcela Cambelor came forward and commented, supports going back to authentic building types and raising buildings, using alternative methods.

Commissioners discussed PUD's, the CRA, and the City's position in staff consulting with engineers.

Public Comment:

2) **Tom Campenni – St. Lucie Crescent; Commented that he feels the Commission is rushing – perhaps engineering costs should be checked on first.**
3) **Caryn Hall Yost-Rudge – Zoom; Regardless of political persuasion, climate change is a problem, so we need to not ignore this and worry about the homes that are in flood zones. In support of spending money on this.**

6:47 PM MOTION: Move approval.
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Matheson
Motion passed unanimously. 7:16 PM

10.LAND DEVELOPMENT CODE TEXT AMENDMENT R2 AND R3 ZONING DISTRICTS:

ORDINANCE No. 2454-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING SECTION 2.04.00, OF THE LAND DEVELOPMENT CODE ENTITLED "AREA, IMPERVIOUS SURFACE, SETBACK, AND HEIGHT REQUIREMENTS" OF CHAPTER II, TABLE 5 ENTITLED "RESIDENTIAL AREA, IMPERVIOUS SURFACE COVERAGE, SETBACKS, AND HEIGHT REQUIREMENTS" AND SECTION 2.04.02 OF THE LAND DEVELOPMENT CODE ENTITLED "SUPPLEMENTAL AREA REQUIREMENTS", IN RESPECT OF STANDARDS FOR LOT SIZE, LOT W IDTH AND BUILDING SETBACKS FOR THE R-2 AND R-3 ZONING DISTRICTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Stephen Mayer, Senior Planner presented on the effect of text amendment on existing lots, displayed maps of the locations, lot areas with width and setback regulations, and reviewed proposed changes. Staff and LPA (CRB in presentation is a typo) recommend approval.

Commissioner McDonald provided a brief history of the density issues in the 1990's and in 2017 with past lawsuits between Martin County and the City. Wants to be assured that this is the fix to the fix and not a mess up; concerns about the lot size and setbacks.

Vice Mayor Clarke voiced that they are trying to work with the residential neighborhoods. Mayor Meier expressed interest in the smaller compact infill settings in the urban district. Commissioner Bruner noted that this is new times, with new commissioners and this is what she has been wanting for many years. Vice Mayor Clarke would like to maximize the East Stuart urban code.

Public Comment:

1) **Marcela Camblor – Ridgeview Rd.; Commented that she supports this amendment and proposed two additional changes; take the 15' setback that R1 and R2, 60% of your site is on setbacks, removes the efficiency and second one she suggests changing the 25 to 20.**
2) **Gwendolyn Hall Brinkley – Majorca Ave., PSL; Requested clarification on the R and if that means residential and where they are located.**

7:26 PM MOTION: Move approval of Ordinance No. 2454-2020.

7:43 PM MOTION AMEDMENT: Amend motion to minimum setbacks for R2 and R3 to be 15 like it is for R1A, for the minimum setback for R3 to be 20 instead of 25.
MOVED BY: Vive Mayor Clarke
SECONDED BY: Commissioner Bruner
Motion passed unanimously. 7:48 PM

DISCUSSION AND DELIBERATION

City Manager Dyess added a discussion on the survey results of the eScooter Survey done by Stuart Main Street as requested by the City Commission. The zone was from Palm Beach Road to Colorado Avenue, towards the river and through downtown. Survey resulted in 224 responses:

1) **Should the City allow eScooters in the designated zone of Palm Beach Rd. west to Colorado Ave.? Yes = 39.2% No = 49.6%**
2) **Should the City allow eBikes in the designate zone? Yes = 48.3% No = 45.7%**
3) **Should City allow eScooters in designated zone but not in historic downtown area? Yes = 17.3% No = 70.5%**

Consensus decided to return to discuss this topic after having the opportunity to review the comments included in the survey.

City Manager Dyess thanked Candance Callahan, Stuart Main Street Executive Director for conducting the survey. Vice Mayor Clarke requested the Stuart Mainstreet provide their thoughts of the eScooters and eBikes in the City. Ms. Callahan reported that they will return with feedback.

7:55 PM ADJOURNMENT

Mary R. Kindel, City Clerk **Michael J. Meier, Mayor**

Minutes to be approved at the Regular Commission
Meeting this 9th day of November, 2020.

mk

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/9/2020

Prepared by: Tim Voelker, P.E. - Utilities & Engineering Assistant Director/City Engineer

Title of Item:

SHEPARD PARK BUFFERED SHORELINE MOU (RC):

RESOLUTION No. 134-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE OCEAN RESEARCH & CONSERVATION ASSOCIATION, INC. FOR THE SHEPARD PARK BUFFERED SHORELINE DEMONSTRATION PROJECT; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Resolution 134-2020 is requesting authorization for the City Manager to execute a Memorandum of Understanding (MOU) with the Ocean Research & Conservation Association, Inc. (ORCA) for installation of a buffered shoreline demonstration project at Shepard Park. ORCA has received matching grants from the Indian River Lagoon National Estuary Program and the Schmidt Marine Technology Partners for the buffered shoreline demonstration project. ORCA has requested the City of Stuart provide the land necessary to install the buffered shoreline demonstration project at Shepard Park and ORCA agrees to provide the financial support for the installation and maintenance of the improvements. A buffered shoreline will slow erosion, decrease damage to the shoreline, increase rain and stormwater infiltration and provide a natural appearance to the shoreline in Shepard Park.

Funding Source:

ORCA to provide the financial support for both the installation and maintenance of the improvements.

Recommended Action:

Approve Resolution No. 134-2020.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R134-2020; Shepard Park Buffered Shoreline MOU	10/29/2020	Resolution add to Y drive
🗋	Memorandum of Understanding	10/29/2020	Attachment
🗋	Landscape Plan	10/29/2020	Backup Material

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 134-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE OCEAN RESEARCH & CONSERVATION ASSOCIATION, INC. FOR THE SHEPARD PARK BUFFERED SHORELINE DEMONSTRATION PROJECT; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The City Manager is hereby authorized and directed to execute a Memorandum of Understanding with the Ocean Research & Conservation Association, Inc. for the Shepard Park Buffered Shoreline Demonstration project.

SECTION 2: This resolution shall take effect on adoption.

R134-2020
Shepard Park Buffered Shoreline MOU

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:

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				

ADOPTED this 9th day of November, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

Prepared by and return to:
Michael Mortell
City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994

MEMORANDUM OF UNDERSTANDING
for
Shepard Park Buffered Shoreline

This **Memorandum of Understanding for the Buffered Shoreline to be installed in Shepard Park** ("MOU" or "Agreement") is made and entered into this ____ day of _____ 2020 ("Effective Date") by and between Ocean Research & Conservation Association, a _____ corporation whose address is _____ ("ORCA") and the **City of Stuart**, a Florida municipal corporation ("City of Stuart") whose address is 121 SW Flagler Avenue, Stuart FL 34994. ORCA and Stuart may be referred to individually as a "Party" or collectively as "the Parties."

RECITALS

WHEREAS, the intention of the parties is to protect, restore and enhance the coastal resources located in Shepard Park; and

WHEREAS, the parties agree that a buffered shoreline will slow erosion, decrease damage to the shoreline, increase rain and stormwater infiltration and provide a natural appearance to the shoreline in Shepard Park which will serve to protect wildlife habitat.

WHEREAS, the parties desire to enter into a pilot program in which the City of Stuart will provide the land necessary to install a buffered shoreline and ORCA agrees to provide the financial support for the installation and maintenance of the improvements; and

WHEREAS, this MOU serves the public and inures to the benefit of both Parties,

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. **Recitals**. The foregoing Recitals are true and correct and are incorporated into this MOU.
2. **Terms**.
    a. The City agrees to provide the land depicted in Exhibit A and allow access to ORCA for the installation and maintenance of a buffered shoreline.
    b. ORCA agrees to remain 100 percent responsible for the cost of the buffered shoreline.

c. After installation, ORCA agrees to maintain the buffered shoreline in perpetuity. In the event that ORCA is no longer able to maintain the shoreline, it must notify the City of Stuart ninety (90) days in advance.
d. Maintenance shall include replacing and maintaining the plantings as necessary to provide the necessary storm water infiltration.
e. The City shall allow ORCA to place a sign adjacent to the buffered shoreline acknowledging ORCA's contribution.
f. The parties agree that the buffered shoreline shall be installed and maintained in accordance with exhibit "A".

3. **Notices**. Any formal notice, request, approval or other communications shall be sent to the Parties at the address listed above.

4. **Term and Termination**. This MOU shall be effective for the duration of the Buffered Shoreline.

5. **Entire Agreement**. It is understood and agreed that this MOU contains the complete understanding and agreement of the Parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this MOU. No representations or statements made by any employees, agents or representatives of either Party shall be binding on either Party as a warranty or otherwise, except as expressly set forth herein. This MOU may not be amended unless agreed as such in writing by both Parties.

6. **Limitations**. No provision of this Agreement shall be construed to create a partnership between the Licensor and Licensee, or in any way whatsoever, make either Party responsible for any debts, obligations, losses, or liabilities of the other.

7. **Indemnification.** Each Party agrees, subject to monetary limitations contained in Section 768.28, Florida Statutes, to indemnify, defend, and hold the other harmless from all litigation, legal actions, legal proceedings, claims, demands, arbitrations, liabilities, costs, expenses, losses, fines, penalties, damages, awards, settlements, and fees (including, but not limited to, reasonable attorneys' fees, paralegal's fees, litigation costs through all trial and appellate levels and any costs and disbursements related thereto) which arise, result from or are in any way caused by, the construction, condition, use, repair or maintenance of the property by the Party or by that Party's officers, directors, employees, agents, contractors, subcontractors, vendors, licensees, grantees, members, or invitees, unless solely caused by that Party's negligence. It is the intent of the Parties that neither Party shall not be liable pursuant to this indemnification provision to pay a claim or judgment by any one person or entity for loss, cost, or expense, including attorneys' and paralegals' fees and court costs at all trial and appellate levels for any amount in excess of $200,000, or any claim or judgment, which when totaled with all other claims or judgments arising out of the same incident or occurrence, exceeds the sum of $300,000 and that the

foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in s. 768.28, Florida Statutes.

8. **Sovereign Immunity.** The Parties agree that nothing contained in this Agreement or related documents shall be considered a waiver of either Parties' sovereign immunity, whether by contract or law. Nothing contained herein shall affect nor is intended to affect the limited waiver of sovereign immunity provided and monetary limits set forth in s. 768.28, Florida statutes, or any successor law.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized officers.

CITY OF STUART,
A Florida municipal corporation

By:_____ Date _____
David Dyess
City Manager

OCEAN RESEARCH AND CONSERVATION ASSOCIATION,
A 501(c) (3) nonprofit organization

By: _____ Date _____

TABLE OF CONTENTS:

L1 - LANDSCAPE PLAN / PLANT SCHEDULE
L2 - SWALE PLAN
L3 - DETAILS AND SPECIFICATIONS

PLANT SCHEDULE

GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE	NOTES
	193	CHRYSOBALANUS ICACO 'HORIZONTALIS'	HORIZONTAL COCOPLUM	3 GAL	24" O.C.	8"x12"	NATIVE
	282	HELIANTHUS DEBILIS	DUNE SUNFLOWER	1 GAL	18" O.C.	8" x 8"	NATIVE
	418	HYMENOCALLIS LATIFOLA	SPIDER LILY	1 GAL	24" O.C.	10"x12"	NATIVE
	217	SPARTINA BAKERI	SAND CORDGRASS	3 GAL	42" O.C.	24" HT., FULL	NATIVE
	290	TRIPSACUM DACTYLOIDES	FLORIDA GAMA GRASS	3 GAL	30" O.C.	24" HT., FULL	NATIVE

OTHER	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE	NOTES
	9,191 SF	BLACK, HARDWOOD, NON-CYPRESS	MULCH	S.F.	AS NEEDED	3" LAYER	
	2,705 SF	STENOTAPHRUM SECUNDATUM 'FLORATAM'	FLORATAM SOD	SOD	TIGHTLY FITTED, STAGGERED JOINTS		

Michael Flaugh
LANDSCAPE ARCHITECT
FL Reg. #LA0001728
772.419.0024
Stuart
Houzz.com/pro/Michael-Flaugh www.MikeFlaughLA.com

Sheet
L1
Sitework plan

Landscape Plan
SHEPARD PARK
600 SW Ocean Blvd, Stuart, FL 34994

Please note:
This landscape plan is a professional interpretation of existing and proposed site elements based on multiple sources of information. These sources may include: property surveys, architectural plans, google aerial imagery, site observations, photographs and site plans. At times, these supporting documents are inaccurate or apparentable at least and on-site adjustments to the design during installation are necessary. **It is the contractor responsibility to verify all measurements and quantities prior to commencing work.**

Date:
09/29/2020
Drawn by: AM.PA.TZ
Reviewed by: MF
Scale: 1" = 20'
Revised: 10/05/2020

Michael Flaugh
LANDSCAPE ARCHITECT
FL Reg. #LA0001078
772.419.0024
Houzz.com/pro/MichaelFlaugh
www.MichaelFlaughLA.com

Sheet
L2
Swale plan

Landscape Plan
SHEPARD PARK
600 SW Ocean Blvd, Stuart, FL 34994

Please note:
The landscape plan is a professional interpretation of existing and proposed site elements based on multiple sources of information. These sources may include: property survey, architectural plans, google aerial imagery, site connections, photographs and site visits. All times, these supporting documents are inaccurate or assessments of best and visible adjustments to the design during installation are necessary. **It's the contractors' responsibility to verify all measurements and quantities prior to commencing work.**

Date:
09/29/2020
Drawn by: AM,PA,TZ
Reviewed by: MF
Scale: 1" = 20'
Revised: 10/05/2020

LANDSCAPE INSTALLATION NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL DESIGNATE AN ENGLISH SPEAKING, SKILLED CREW FOREMAN FOR THE PROJECT, WHO WILL BE AVAILABLE AND ACCESSIBLE FOR THE DURATION OF THE LANDSCAPE INSTALLATION.

2. ALL SPECIFICATIONS MUST BE SATISFIED. IF THERE IS A PROBLEM LOCATING A MATERIAL WITH GIVEN SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT BY EMAIL. PRIOR TO INSTALLATION. AT THE DISCRETION OF THE LANDSCAPE ARCHITECT, A SUBSTITUTION MAY BE MADE.

3. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO REVIEW AND RECONCILE PLAN WITH LANDSCAPE MATERIALS LIST, AND ANALYZE SITE CONDITIONS AND ACCESS PRIOR TO SUBMITTING A PROPOSAL

4. LANDSCAPE CONTRACTOR MUST PROVIDE EVIDENCE OF WORKMAN'S COMPENSATION AND LIABILITY INSURANCE IN PROPOSAL PACKAGE.

5. THE LANDSCAPE CONTRACTOR SHALL COMPLY WITH ALL LOCAL AND STATE LAWS, CODES AND ORDINANCES.

6. **ALL PLANT MATERIAL FURNISHED BY THE LANDSCAPE CONTRACTOR SHALL BE FLORIDA #1 OR BETTER** (GRADES AND STANDARDS FOR NURSERY PLANTS, FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, LATEST EDITION), UNLESS OTHERWISE NOTED ON THE LANDSCAPE MATERIALS LIST. AS MANY SPECIES TOLERATE BOTH SUNNY AND SHADY GROWING CONDITIONS, THE **LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ALL PLANT MATERIAL GROWN IN SIMILAR CONDITIONS TO THE SITE.**

7. THE LANDSCAPE CONTRACTOR SHALL COMPLETE ALL WORK ACCORDING TO THE FLORIDA GREEN INDUSTRIES BEST MANAGEMENT PRACTICES.

8. THE LANDSCAPE CONTRACTOR MUST SPECIFY START AND COMPLETION DATES, IF AWARDED THE PROJECT.

9. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.

10. ALL PLANTING AREAS SHALL BE PREPARED BY REMOVING ALL DEBRIS, INCLUDING ASPHALT, CONCRETE, OR SIMILAR MATERIALS NOT SUITED FOR LANDSCAPE PLANTING.

11. PLANTING SOIL SHALL BE **CLEAN OF ROCKS, STICKS, ROOTS AND WEEDS**, AND SHALL BE WELL-DRAINING.

12. ALL LANDSCAPED AREAS SHALL BE FINISH GRADED SUCH THAT **FINISHED ELEVATION WILL BE FLUSH AND LEVEL WITH SURROUNDING PAVED SURFACES**. THE FINISHED GRADE AFTER PLANTING AND MULCHING SHALL NOT IMPEDE THE FLOW OF DRAINAGE INTO LANDSCAPED AREAS AND TO PREVENT THE BACKWASH OF MULCH AND DEBRIS INTO PAVED AREAS.

13. ALL PLANTING BEDS MUST DRAIN SUFFICIENTLY PRIOR TO PLANTING. IF EXISTING SOIL IS NOT ADEQUATE FOR ESTABLISHMENT OF PLANT MATERIALS DUE TO POOR DRAINAGE OR CHEMICAL PROPERTIES, SOIL AMENDMENTS SHALL BE ADDED PRIOR TO PLANTING.

14. PLANTS SHALL NOT BE PLACED TOO CLOSE TO ONE ANOTHER OR ANY HARDSCAPES. **SEE LANDSCAPE MATERIALS LIST AND PLANTING DETAILS FOR SPACING AND PLACEMENT OF ALL PLANTS. A MULCH STRIP SHALL BE LEFT BETWEEN THE PLANTINGS AND WALLS, EDGE OF SOD, DRIVEWAY OR WALKWAYS.** ALL PLANTS SHALL BE PLACED OUTSIDE THE EAVES OF THE ROOF, UNLESS OTHERWISE INDICATED ON THE LANDSCAPE PLAN.

15. ALL PLANTS TO BE RELOCATED SHALL BE PROPERLY ROOT PRUNED 6 TO 10 WEEKS PRIOR TO RELOCATION.

16. ALL NEW LANDSCAPE PLANTS SHALL BE PLANTED SLIGHTLY HIGHER THAN THE EXISTING GRADE LEAVING TOP OF THE ROOT BALL EXPOSED.

17. ALL PLANT MATERIALS SHALL BE THOROUGHLY WATERED IN AT THE TIME OF PLANTING.

18. 3" LAYER OF ORGANIC MULCH SHALL BE LAID IN ALL LANDSCAPE BEDS. NO MULCH SHALL BE LAID NEAR TREE TRUNKS. NO MULCH SHALL BE LAID ON TOP OF CITRUS TREE ROOT BALLS.

19. NEWLY PLANTED TREES SHALL BE STAKED ONLY IF THE ROOT BALL MOVES IN THE WIND OR THE TREES ARE LOCATED IN AN AREA OF WINDY CONDITIONS. ALL PALMS SHALL BE STAKED. ALL WOOD BRACES AND BRACE FRAMES SHALL BE STAINED DARK BROWN. NO NAILS SHALL BE DRIVEN INTO ANY PALM OR TREE.

20. PLANTING PLAN TAKES PRECEDENCE OVER PLANT LIST.

21. THE LANDSCAPE BID SHALL INCLUDE IRRIGATION ON A SEPARATE CONTRACT, EXPRESSED AS A LINE-ITEM PROPOSAL.

22. ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH FULLY AUTOMATIC IRRIGATION SYSTEM. THE IRRIGATION CONTRACTOR SHALL PROVIDE 100% COVERAGE IN ALL IRRIGATED PLANTING AREAS. THE IRRIGATION SYSTEM SHALL BE DESIGNED ACCORDING TO ACCEPTED IRRIGATION STANDARDS USING WATER CONSERVATION PRINCIPLES WITH LOW-VOLUME IRRIGATION SYSTEM. THE SYSTEM SHALL ACCOMMODATE EASY ADJUSTMENTS FOR SEASONAL IRRIGATION NEED CHANGES OR LOCAL WATERING RESTRICTIONS.

23. ALL SOD AND SHRUB AREAS SHALL BE IRRIGATED ON SEPARATE ZONES, WHENEVER POSSIBLE. PLANTING AREAS WITH DIFFERENT WATERING NEEDS SHALL BE PLACED ON SEPARATE ZONES.

24. ALL SHRUB AND GROUND COVER AREAS SHALL BE IRRIGATED WITH DRIP LINE OR MIST HEADS; TREES AND PALMS SHALL HAVE BUBBLERS. ALL HEADS IN A GIVEN ZONE MUST HAVE THE SAME PRECIPITATION RATE.

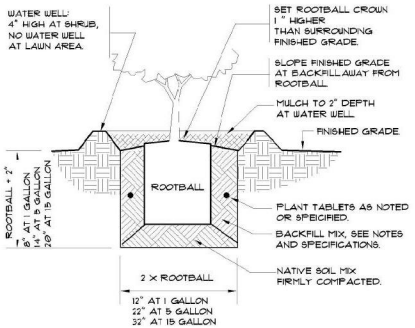
25. SPRAY HEADS SHALL BE PLACED AND ADJUSTED TO MINIMIZE OVER-SPRAY ON PAVED AREAS, ROADWAYS AND CURBING. NO OVER-SPRAY ON BUILDINGS IS ACCEPTABLE.

26. THE CONTRACTOR(S) SHALL KEEP ALL WORK AREAS NEAT AND TIDY ON A DAILY BASIS. AT COMPLETION OF THE INSTALLATION, THE CONTRACTOR SHALL REMOVE FROM THE PROPERTY ALL TEMPORARY STRUCTURES AND GARBAGE AT HIS/HER OWN EXPENSE.

27. THE CONTRACTOR(S) SHALL KEEP ALL PLANTS WATERED, FERTILIZED, MULCHED, PRUNED, STAKED AND GUYED AS NECESSARY TO ASSURE SPECIFIED MINIMUM GRADE OF FLORIDA #1 THROUGHOUT THE DURATION OF THE PROJECT CONSTRUCTION PERIOD. PLANTING BEDS SHALL BE KEPT FREE OF LITTER AND UNDESIRABLE VEGETATION. **THE CONTRACTOR(S) IS RESPONSIBLE FOR KEEPING ALL THE PLANT MATERIAL HEALTHY, VIGOROUS, AND UNDAMAGED THROUGHOUT THE DURATION OF THE PROJECT CONSTRUCTION PERIOD.**

28. THE FINAL PAYMENT IS MADE UPON COMPLETION OF PROJECT AND EXECUTION OF LIEN RELEASE AFFIDAVIT.

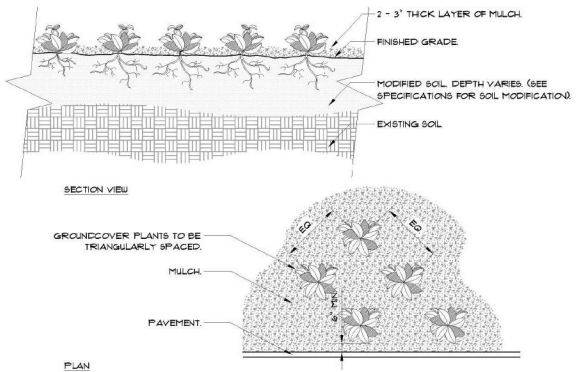
29. ALL SHRUBS AND GROUND COVERS SHALL BE WARRANTIED FOR 90 DAYS; ALL TREES AND PALMS SHALL BE WARRANTIED FOR 1 YEAR FROM THE DATE OF FINAL ACCEPTANCE AND PAYMENT.



3 SHRUB PLANTING

1" = 1'-0"

FX-PL-FX-SHRB-01



NOTES:
1- SEE PLANTING LEGEND FOR GROUNDCOVER SPECIES, SIZE, AND SPACING DIMENSION.
2- SMALL ROOTS 0.1" OR LESS THAT GROW AROUND, UP, OR DOWN THE ROOT BALL PERIPHERY ARE CONSIDERED A NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE HOWEVER THEY SHOULD BE ELIMINATED) AT THE TIME OF PLANTING. ROOTS ON THE PERIPHERY CAN BE REMOVED AT THE TIME OF PLANTING. (SEE ROOT BALL SHAVING CONTAINER DETAIL)
3- SETTLE SOIL AROUND ROOTBALL OF EACH GROUNDCOVER PRIOR TO MULCHING.

4 GROUNDCOVER

3/4" = 1'-0"

URBAN TREE FOUNDATION ©2014
OPEN SOURCE FREE TO USE

FX-PL-FX-GROU-01

LANDSCAPE MAINTENANCE GUIDELINES:

1. LAWN CARE:
   1.1. MAINTAIN ST. AUGUSTINE LAWN AT 3" HEIGHT. LEAVE LAWN CLIPPINGS ON THE LAWN.
   1.2. FERTILIZE IN FEBRUARY, MAY AND OCTOBER. APPLY PRE-EMERGENT WEED KILLER IN EARLY SPRING AND FALL.
   1.3. PRACTICE INTEGRATED PEST MANAGEMENT TO IDENTIFY AND TREAT INSECT STRESS, WEED AND FUNGAL PROBLEMS. INSPECT AND CONTROL INSECT DAMAGE ON LAWNS DURING SUMMER MONTHS. FOLLOW LABEL DIRECTIONS FOR ANY INSECTICIDE, HERBICIDE OR FUNGICIDE APPLICATION. REFER TO GROWERS GUIDELINES FOR DETAILED INSTRUCTIONS.
   1.4. 100% OF THE SOD AREAS SHALL BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM. INSPECT THE IRRIGATION SYSTEM FOR BREAKS AND HEAD ALIGNMENT ROUTINELY.

2. MULCH:
   2.1. ALL LANDSCAPE BEDS SHALL BE MULCHED TWICE A YEAR.
   2.2. APPLY 3" LAYER OF MSC CERTIFIED, SHREDDED EUCALYPTUS OR RECYCLED HARDWOOD MULCH

3. FERTILIZING:
   3.1. FERTILIZE WITH A GOOD QUALITY ORGANIC FERTILIZER THREE TIMES A YEAR PER LABEL INSTRUCTIONS STARTING IN MID TO LATE FEBRUARY.
   3.2. YELLOWING LEAVES ARE OFTEN A SIGN OF NUTRITIONAL DEFICIENCY.
   3.3. DO NOT APPLY FERTILIZER BETWEEN JUNE 1 AND SEPTEMBER 30. COMPOST SHALL BE USED IN LIEU OF FERTILIZER DURING THE RAINY SEASON, AS NEEDED.
   3.4. MAINTAIN A FERTILIZER FREE ZONE ALONG THE RIVER TO PREVENT RUN-OFF

4. PEST AND DISEASES:
   4.1. SCOUT FOR PESTS AND DISEASES REGULARLY. ONLY 1% OF ALL INSECTS ARE HARMFUL TO PLANTS.
   4.2. USE INTEGRATED PEST MANAGEMENT PRACTICES. USE PREVENTATIVE CHEMICAL APPLICATIONS ONLY, WHEN DETERMINED NECESSARY BY A PEST MANAGEMENT PROFESSIONAL.
   4.3. CHEMICAL PEST CONTROL SHALL BE USED ONLY WHEN THE DAMAGE IS EXPECTED TO BE SIGNIFICANT.

5. WEEDS:
   5.1. WEED CONTROL SHALL BE PREVENTATIVE.
   5.2. HERBICIDE APPLICATIONS MUST BE DONE BY A LICENSED PEST-CONTROL PROFESSIONAL.

6. IRRIGATION:
   6.1. PROGRAM THE IRRIGATION SYSTEM TO RUN IN THE EARLY MORNING.
   6.2. NEW PLANTINGS SHOULD BE WATERED DAILY FOR THE FIRST TWO WEEKS, AFTER WHICH THREE TIMES PER WEEK FOR THE FOLLOWING TWO MONTHS.
   6.3. NEW TREES SHALL BE WATERED AT LEAST ONCE A WEEK FOR THE FOLLOWING YEAR AND SHRUBS FOR THE FOLLOWING 6 MONTHS FOR PROPER ESTABLISHMENT.
   6.4. TREES SHOULD RECEIVE 2 - 3 GALLONS OF WATER PER INCH OF TRUNK DIAMETER AT EACH WATERING.
   6.5. AT EACH WATERING, APPLY 1" WATER TO ESTABLISHED PLANTING BED.
   6.6. THE AUTOMATIC IRRIGATION SYSTEM SHALL BE INSPECTED ONCE A MONTH FOR LEAKS, BRAKES AND MISALIGNED HEADS.
   6.7. INCREASE WATERING FREQUENCY DURING TIMES OF HEAVY WINDS AND DROUGHT, TYPICALLY IN THE SPRING. PLEASE NOTE THAT A RAIN SENSOR WILL NOT DETECT THE DRYING EFFECTS OF HEAVY WINDS.
   6.8. REDUCE WATERING FREQUENCY DURING COOL WINTER AND RAINY SUMMER MONTHS. WATER ONLY AS NEEDED AS HEAVY RAINS AND IRRIGATION WILL INCREASE WEEDS. THE IRRIGATION SYSTEM MAY BE TURNED OFF DURING MONTHS OF HEAVY RAIN. A RAIN SENSOR MAY BE USED TO OVERRIDE THE SYSTEM DURING THE RAINY SEASON.

7. PRUNING:
   7.1. ALL PRUNING AND TRIMMING TOOLS SHALL BE CLEANED AFTER EACH USE TO PREVENT SPREADING OF DISEASES.
   7.2. REMOVE DEAD FRONDS, DEAD WOOD AND CROSSING BRANCHES ON LARGE SHRUBS, PALMS AND TREES ANY TIME OF THE YEAR.
   7.3. FLOWERING SHRUBS: LATE SUMMER AND FALL FLOWERING SHRUBS, AS WELL AS CONIFERS SHALL BE PRUNED ONCE A YEAR IN MARCH. SPRING BLOOMING SHRUBS SHALL BE PRUNED ONCE A YEAR, AFTER THEIR BLOOMS FADE IN LATE SPRING.
   7.4. SHADE TREES SHALL BE STRUCTURALLY PRUNED ONCE A YEAR IN SPRING BY A CERTIFIED ARBORIST.
   7.5. SHRUBS SHALL BE MAINTAINED FOLLOWING THEIR NATURAL FORM WITH ROUNDED TOP AND WIDER BASE. SMALL-LEAVED (LESS THAN 1" LENGTH) SHRUBS MAY BE SHEARED WITH POWERED HEDGE TRIMMERS. ALL SHRUBS SHALL BE TRIMMED ONE TO THREE TIMES A YEAR TO MAINTAIN DESIRED HEIGHT. ALL OVERGROWN SHRUBS SHALL BE CUT BACK IN MAY AND IN SEPTEMBER.
   7.6. HEDGES SHALL BE PRUNED REGULARLY FROM THE BEGINNING FOR PROPER ESTABLISHMENT. ALL HEDGES MUST BE MAINTAINED WITH NARROWER TOP THAN THE BOTTOM FOR SUNLIGHT TO REACH THE LOWER HALF OF THE PLANT.
   7.7. ORNAMENTAL GRASSES MAY BE CUT BACK ONCE A YEAR IN SUMMER TO REMOVE BROWN LEAVES. CUTTING MAY BE COMPLETED IN FOUR WEEK INTERVALS SO NOT TO HAVE ALL THE ORNAMENTAL GRASSES RECOVERING AT THE SAME TIME.

8. DIVIDING PLANTS:
   8.1. BROMELIADS: WHEN THE MOTHER PLANT TURNS BROWN, CAREFULLY PULL UP THE BROMELIAD CLUMP. CUT THE PUPS APART WITH A SHARP KNIFE OR PRUNERS PRESERVING AS MANY OF THE ROOTS AS POSSIBLE. DISCARD THE DYING MOTHER PLANT AND PLANT THE PUPS. THE DEAD MOTHER PLANT MAY ALSO BE TWISTED OFF AT THE BASE, WITHOUT REMOVING THE CLUMP FROM THE GROUND.
   8.2. HERBACEOUS PERENNIALS: THE CLUMPS MAY BE DIVIDED EVERY TWO TO THREE YEARS IN LATE SPRING OR SUMMER. DIG THE ROOT BALL OUT OF THE GROUND AND CAREFULLY DIVIDE THE CLUMP INTO 2-4 SMALLER SECTIONS.

9. RELOCATING PLANT MATERIAL:
   9.1. THE BEST TIME TO RELOCATE PLANTS IN THE GARDEN IS FEBRUARY THROUGH APRIL.
   9.2. THE PLANT SHALL BE PROPERLY ROOT-PRUNED BETWEEN 6 AND 10 WEEKS BEFORE RELOCATION.
   9.3. AT THE TIME OF THE RELOCATION, THE ROOT BALL SHALL BE CUT BEYOND THE ROOT PRUNING CUT TO INCLUDE ALL NEW FEEDER ROOTS.
   9.4. WATER RELOCATED PLANTS DAILY FOR THE FIRST TWO WEEKS, AFTER WHICH THREE TIMES PER WEEK FOR THE FOLLOWING TWO MONTHS.

10. MAINTAINING SOIL PH:
   10.1. SANDY SOILS ARE NATURALLY ALKALINE, BUT MOST PLANT MATERIALS PREFER SOILS IN NEUTRAL OR ACIDIC RANGE TO THRIVE.
   10.2. ADDING ORGANIC MATTER REGULARLY WILL MAINTAIN A HEALTHY PH LEVEL FOR ALL PLANTS.
   10.3. COMPOST WILL DECREASE THE SOIL PH THROUGH THE DECOMPOSITION PROCESS.
   10.4. ACIDIC ORGANIC MATTER, SUCH AS PINE NEEDLES AND ACID PEAT WILL REDUCE THE PH TEMPORARILY.
   10.5. GRANULAR SULFUR SHOULD ONLY BE USED AS THE LAST RESORT TO LOWER SOIL PH.

11. CONTAINER PLANTS:
   11.1. ONLY USE POTTING SOIL OR POTTING MIX IN CONTAINERS.
   11.2. WATER THOROUGHLY. CONTAINER PLANTS NEED MORE WATER THAN THE PLANTS IN THE GROUND. DURING SUMMER MONTHS, HERBS IN CONTAINERS WILL NEED WATERING ONCE DAILY.

12. COLD PROTECTION:
   12.1. WATER COLD SENSITIVE PLANTS THOROUGHLY 12 HOURS BEFORE THE FORECASTED COLD FRONT.
   12.2. COVER THE PLANTS AT DUSK WITH BLANKETS OR BREATHABLE COVERS. REMOVE THE COVERS AFTER DAWN.

Michael Flaugh
LANDSCAPE ARCHITECT
FL Reg. # LA0001778
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www.MichaelFlaughLA.com

Sheet
L3
Details and
Specifications

Landscape Plan
SHEPARD PARK
600 SW Ocean Blvd. Stuart, FL 34994

Please note:
The landscape plans is a professional interpretation of existing and proposed site elements based on multiple sources of information. These sources may include: property survey, architectural plans, google aerial imagery, site observations, photographs and site plans. At times, these supporting documents are inaccurate or observations of bad and invisible conditions to the design during installation are necessary. **It is the contractors' responsibility to verify all measurements and quantities prior to commencing work.**

Date: 09/29/2020
Drawn by: AM, PA, TZ
Reviewed by: MF
Scale: 1" = 20'
Revised: 10/05/2020

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/9/2020 **Prepared by:** Roz Johnson, Human Resources Director

Title of Item:

IAFF COLLECTIVE BARGAINING AGREEMENT 2020-2023 (RC):

RESOLUTION No. 137-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RATIFYING THE THREE-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE PROFESSIONAL FIREFIGHTERS OF STUART, LOCAL 2411 (IAFF), EFFECTIVE OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2023; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Pursuant to Florida Statute, Chapter 447, the City of Stuart, Florida and the Professional Firefighters of Stuart, Local 2411, commenced contract negotiations of their collective bargaining agreement (CBA) on March 5, 2020. Negotiations concluded on September 16, 2020 and members of the IAFF ratified on October 8, 2020. Details are provided in attached Exhibit A.

Funding Source:

General Fund

Recommended Action:

Motion to approve Resolution 137-2020 to ratify Agreement.
Authorize City Manager to execute Agreement.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Res 137-2020	10/30/2020	Resolution add to Y drive
🗋	Exhibit A, IAFF Negotiations Summary	10/30/2020	Exhibit

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 137-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RATIFYING THE THREE-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE PROFESSIONAL FIREFIGHTERS OF STUART, LOCAL 2411 (IAFF), EFFECTIVE OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2023; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The City Commission hereby ratifies the three-year Collective Bargaining Agreement (CBA) between the City and the Professional Firefighters of Stuart, Local 2411 (IAFF) effective October 1, 2020 through September 30, 2023 by authorizing the City Manager and City Clerk to execute the Agreement. A two-page summary of the amended Articles is attached hereto as Exhibit A.

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:

	YES	NO	ABSENT	ABSTAIN
MICHAEL MEIER, MAYOR				
EULA CLARKE, VICE MAYOR				
REBECCA BRUNER, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				

ADOPTED this ___ day of _____, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

CITY OF STUART
SUMMARY OF AMENDED ARTICLES - IAFF
EXHIBIT 'A'

TITLE: Collective Bargaining Agreement (IAFF), effective October 1, 2020 – September 30, 2023

Purpose: Pursuant to Florida Statute, Chapter 447, the City of Stuart, Florida and the Professional Firefighters of Stuart, Local 2411, commenced contract negotiations of their collective bargaining agreement (CBA) on March 5, 2020. Negotiations concluded on September 16, 2020 and members of the IAFF ratified on October 8, 2020.

Summary:

Status Quo and Language Clean-Up Only

Several Articles remained "status quo" while others underwent minor language updates without any fiscal impact. Articles with language updates address name changes to tools, removal of outdated protocols, or updates to the list of tests performed during an annual physical. Other administrative updates included combining the language of two Articles into one to match current practice.

Article 9 (Duration of Agreement)

3-year contract, 10/1/20 – 9/30/23

Appendix A (Former)

Removed entirely – contained wage information and a process for moving through pay ranges; applicable language has been incorporated into Article 16 (Rate of Pay).

Article 16 (Rate of Pay)

- Provides for adjusted pay ranges following a 4-year range freeze; maintains 50th percentile *(see page 2 of Exhibit 'A' – Appendix A New);*
- Removes Career Progression language that granted an average of 4% per year;
- Adds language regarding the creation of a new Career Development and Progression Program in the second year of the Contract (reopeners begin in the spring of 2021);
- Adds language specifying the IAFF waives the 2% GWI for FY21;
- Removes language that restricted wage reopeners each year;
- Adds language from a different section of the CBA that employees may never exceed the max of their assigned range;
- Provides for one-time rate adjustment and placement of each employee in their new range through a new Appendix A;
- Provides one-time lump sum of $750 on the employee's anniversary date;
- Provides Preceptor Pay (aka "FTO Pay") of 5% for FireMedics who train new employees during a specified period of time;
- Provides a 2% adjustment in the second year of the CBA (FY22) in one of many optional formats (GWI, range adjustments, merit pay) as revenues allow – this is an element of "mandatory wage reopeners" articulated in Florida State Statute and is open for negotiation in the spring.

Article 22 (Overtime Compensation)

Provides for overtime at minute one when mandated to report to work outside of the employee's normal schedule.

Article 27 (Uniform)

Reduces annual uniform allowance from $550 to $450

Article 28 (Educational Incentive)

- Adds language specifying the City and IAFF will meet in the spring to develop a Career Development and Progression Program;
- Modifies the list of state-issued certifications eligible for a $40 monthly stipend, providing an improved ROI to the Department;
- Increases the total number of eligible stipend pays from 15 to 20.

Article 29 (Paid Time Off)

- Removes one of two accrual schedules in exchange for one schedule for all bargaining unit employees (regardless of hire date);
- Reduces number of hours required to remain in a leave bank following a PTO Buydown from 240 hours to 200 hours, consistent with other employee groups citywide.

Article 31 (Bereavement Leave)

Increases leave for "death of a relative not included in the list" from 12 hours to 24 hours, matching a Fire Rescue employee's normal shift schedule.

Article 36 (Promotional Policy)

- Reduces points allowed for Associate Degree from 10 to 5;
- Reduces points allowed for Bachelor's Degree from 20 to 10;
- Adds "Rule of 3s" language, permitting the Fire Chief to select any of the top 3 candidates in the process for final promotion.

Article 40 (Disability)

Reduces Workers' Compensation 100% full pay for 365 days (66 2/3 from liability insurance carrier and 33 1/3 from City) to 180 days; employees absent beyond the 180 days will continue to receive 66 2/3 pay from the liability insurance carrier, with the remaining 33 1/3 pay from a CIGNA Long-Term Disability (LTD) policy the City provides for the IAFF. The City will no longer be responsible for the 33 1/3 from direct payroll expense.

Article 48 (Labor Management Committee)

Limits the number of attendees at Labor Management meetings to eight (8) for each side.

Appendix A (New)

- One-time pay adjustment into new ranges (shown below in hourly pay rates, minimum - maximum):
  - Firefighter EMT: $18.08 - $31.64
  - Firefighter Paramedic: $20.35 - $34.80
  - Lieutenant: $22.38 - $38.27
- Identifies percent of rate adjustments for each employee based on job classification, effective the first full paycycle in October 2020 (or hire date, if after 10/5/2020):
  - Firefighter EMT: 10%, not to exceed the maximum of new range
  - Firefighter Paramedic: 7%, not to exceed the maximum of new range
  - Lieutenant: 7%, not to exceed the maximum of new range

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/9/2020 **Prepared by:** Michael Mortell, City Attorney

Title of Item:

ADOPTION AND INCORPORATION OF REVISED BY-LAWS OF THE VARIOUS BOARDS FOR THE CITY OF STUART (RC):

RESOLUTION No. 126-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING AND INCORPORATING THE REVISED BY-LAWS OF THE VARIOUS BOARDS FOR THE CITY OF STUART, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

After review of the Rules and Regulations/By-Laws of the various Boards, it was determined that revisions were necessary in order to ensure consistent and accurate information for all of the City of Stuart's Boards

Funding Source:

N/A

Recommended Action:

Approve Resolution No. 126-2020.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R126-2020 Adoption and Incorporation of Revised By-Laws of the Various Boards for the City of Stuart	10/30/2020	Resolution add to Y drive
🗋	CRB By-Laws	10/30/2020	Exhibit
🗋	CRA By-Laws	10/30/2020	Exhibit
🗋	LPA By-Laws	10/30/2020	Exhibit
🗋	BOA By-Laws	10/30/2020	Exhibit

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NO. 126-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING AND INCORPORATING THE REVISED BY-LAWS OF THE VARIOUS BOARDS FOR THE CITY OF STUART, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * * *

WHEREAS, the City Code directs that the City Commissioners shall adopt and establish specific Rules and Regulations/By-Laws for the various Boards; and

WHEREAS, the Rules and Regulations/By-Laws are reviewed periodically to evaluate their relevance and effectiveness; and

WHEREAS, after review of the Rules and Regulations/By-Laws of the various Boards, it was determined that revisions were necessary in order to ensure consistent and accurate information for all of the City of Stuart's Boards; and

WHEREAS, adoption and incorporation of the revised By-Laws (attached hereto as Composite Exhibit "A") will better serve the Board Members, City staff, and the citizens of the City of Stuart.

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

SECTION 1. The City Commission hereby adopts the By-Laws (attached hereto as Composite Exhibit "A") and authorizes the Mayor to execute same.

SECTION 2. Effective Date. This Resolution shall take effect immediately upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
MERRITT MATHESON, COMMISSIONER				
REBECCA S. BRUNER, COMMISSIONER				
TROY A. MCDONALD, COMMISSIONER				

ADOPTED this _____ day of November, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

BY-LAWS
COMMUNITY REDEVELOPMENT BOARD
(CRB)

These By-Laws constitute the rules adopted by the City Commission and shall apply to the Community Redevelopment Board (hereinafter the "Board" or "CRB") for the regulation and management of its affairs.

ARTICLE 1
GENERAL

1.1 **Establishment and Name**. The Board is established as provided in Chapter VIII, Sec. 8.00.04 of the Land Development Code of the City of Stuart. The name shall be designated as the Stuart Community Redevelopment Board.

1.2 **Purpose and Objectives**. The Board shall be an advisory Board to the City Commission and to the City administration in performing the duties and responsibilities described in this code. This Board is responsible for reviewing applications for major development in within the Urban District, Historic Building development applications and Urban Code Exceptions.

ARTICLE 2
MEMBERSHIP

2.1 **Qualifications.** Members shall be over the age of 18 years of age. Members must also be current residents of the City of Stuart or be property owners of real estate within the geographic limits of the City.

2.2 **Number.** The Board shall consist of seven (7) members. Each City Commissioner shall appoint a single member to the Board. The City Manager shall appoint two (2) members to the Board, which shall be ratified by the City Commission.

2.3 **Term.** The Board members shall serve annual terms. The Commissioners shall ratify the membership of the Board at the annual reorganization meeting of the City Commission.

2.4 **Staff Liaison.** The Development Director shall serve as the senior staff person to the Board.

2.5 **Secretary.** The Development Director shall appoint a Secretary of the Board and as such shall prepare Board agendas, be the custodian of all books and records of the Board, keep the minutes and a recording of all votes of all Board meetings, and send out all notices of meetings and shall perform such other duties as may be requested by the Board. In the absence of the Secretary at a meeting, the Development Director shall designate an employee to act as Secretary.

2.6 **City Attorney**. The City Attorney shall serve as the legal advisor to the Board and attend meetings when necessary.

ARTICLE 3
ELECTION OF OFFICERS

3.1 Nomination and election of officers shall occur at the annual organizational meeting of the Board. The organizational meeting shall occur at the first CRB meeting after the annual reorganizational meeting of the City Commission.

3.2 **Officers.** Regular officers of the Board shall be a Chair and a Vice-Chair who shall be appointed by the Board at its annual reorganizational meeting.

3.3 **Chair**. The Chair shall preside at all meetings of the Board and shall execute instruments in the name of the Board as may be required.

3.4 **Vice-Chair**. The Vice-Chair shall, in the absence, disqualification, resignation or death or disability of the Chair or at the Chair's direction, shall exercise the functions of the Chair.

3.5 **Vacancy**. Upon a vacancy in the office of Chair or Vice-Chair, the Board members shall select one of them to fill the position at the next regular meeting following the creation of the vacancy.

ARTICLE 4
DUTIES AND RESPONSIBILITIES

4.1 For the properties within the community development area, the CRB shall:

4.2 Hear, consider, and recommend applications for Urban Code conditional use as provided at section 3.01.06 and section 11.01.10 of this Code;

4.3 Review development applications which pertain to historic buildings and recommend approval, approval with conditions, or denial of an application for such development;

4.4 Review all proposed amendments to section 3.01.00, Urban Code, and the Community Redevelopment Plan and recommend approval, approval with conditions, or denial; Review and recommend programs, projects, plans and grant applications to implement the Community Redevelopment Plan;

4.5 Review and recommend programs, projects, plans and grant applications to implement the Community Redevelopment Plan;

4.6 Conduct such hearings and workshops as may be necessary to perform the foregoing duties and responsibilities;

4.7 Review, hear and approve, approve with conditions, or deny applications for texture architectural materials and public art, as provided in section 3.01.06;

4.8 Review, hear and approve, approve with conditions, or deny applications for UPUD's within the Community Redevelopment Area;

4.9 The CRB shall consider all proposed amendments to the Urban Code and make a recommendation thereon to the City Commission. The Board may of its own volition propose to the City Commission that certain amendments be made to the Urban Code; and

4.10 The CRB shall perform any duty described herein, and any other duty specifically assigned to it by the City Commission or the Community Redevelopment Agency.

ARTICLE 5
MEETINGS

5.1 **Regular Meetings**. Regular meetings shall be held on the first Tuesday of each month in the City Commission Chambers at the Stuart City Hall. No meeting will be convened in the event there is no matter to be considered by the Board.

5.2 **Special Meetings**. Special meetings may be held at the discretion of the Redevelopment Board as necessary. Special meetings may be called by the Chairperson; any two (2) members of the Board or by the Development Director by requesting the Development Director to arrange for and give notice of such special meeting.

5.3 **Notice.** The Secretary shall give notice of all meetings, both regular and special to all Board members at least twenty-four (24) hours in advance of the meeting, when possible. The Secretary shall determine if a quorum will be present.

5.4 **Attendance.** A member who misses three (3) consecutive meetings of the Board shall be deemed to have resigned and the vacancy shall be filled.

5.5 **Quorum.** A quorum of the Board shall be four (4) members and an affirmative vote of a majority of those present shall be necessary to conduct business. If any meeting cannot be

conducted because a quorum is not present, the Members who are present may receive information only, and take no action other than to adjourn the meeting to a time certain and notice of such adjourned meeting shall be given to each Member.

5.6 **Adjourned and Continued Meetings**. Where a meeting having been set and noticed under the provisions of these By-Laws and during the course of said meeting is adjourned to a future time and place certain, there shall be no requirements for giving of notice of the time and place of continuation of said meeting other than the announcement thereof at said meeting.

5.7 **Rules of Order**. All meetings shall be conducted informally. If a dispute arises regarding the proper procedure to be followed, Robert's Rules of Order shall take precedence.

5.8 **Ethics, Public Meetings and Public Records**. Board Members shall conduct themselves in accordance with the provisions of Chapter 112, Florida Statutes regarding ethics for public officials. Board meetings shall be held in accordance with the requirements of Section 286.011, Florida Statutes (Government in the Sunshine). All Board records shall be maintained in accordance with Chapter 119, Florida Statutes (Public Records Law).

ARTICLE 6
VOTING

6.1 Voting shall be by voice vote and shall be recorded by individual “aye” or “nay”.

6.2 Each member present must cast a vote on each question before the Board. Any member who has a personal interest in a matter may abstain from participating as a member of the Board in that matter. A member who abstains in any matter in which the member has a personal interest must file a Memorandum of Voting Conflict with the Secretary of the Board within fifteen (15) days after such vote.

6.3 No member of the Board shall represent a client before the Board in any matter that will be considered by the Board. This prohibition does not preclude Board members from representing clients before other City Boards or City Administrative Staff.

6.4 **Order of Business.** The Board shall follow the Order of Business as set forth in the agenda prepared by the Secretary for each meeting. The order of business may be suspended by a vote of the majority of the members present.

ARTICLE 7
AMENDMENTS

7.1 **Amendments**. The By-Laws of the Board may be amended at any regular or special City Commission meeting by three (3) affirmative votes.

7.2 The CRB Board shall make recommendations to the City Commission at any time that the By-Laws need amending.

ARTICLE 8
MISCELLANEOUS

8.1 Decisions of the CRB in matters that are quasi-judicial in nature shall be based upon the evidence presented to the Board at a quasi-judicial hearing. The Board shall make findings of fact and conclusions of law in making its advisory decision. The decisions or orders of the Board shall be promptly reduced to writing and signed by the chairperson and secretary.

8.1.1 The Secretary or Planner shall provide the Board with proof of publication of the case.

8.1.2 The City Planner shall present a brief report. Any correspondence in favor of or against the project shall be read into the record or summarized by the Planner during the presentation.

8.1.3 The applicant shall make such presentation or comments as deemed necessary.

8.1.4 Upon completion of all testimony, the Chairperson shall announce that no further evidence may be offered.

8.1.5 Discussion shall be conducted by the Board regarding the issue presented.

8.1.6 Final Action shall be taken by the Board after an appropriate motion and public hearing.

CITY OF STUART:

_____
MICHAEL J. MEIER
MAYOR

_____
MARY R. KINDEL
CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

BY-LAWS
COMMUNITY REDEVELOPMENT AGENCY
(CRA)

These By-Laws constitute the rules adopted by the City Commission and shall apply to the Community Redevelopment Agency (hereinafter the "Board" or "CRA") for the regulation and management of its affairs.

ARTICLE 1
GENERAL

1.1 **Establishment and Name**. The Board is established as provided in Chapter VIII, Sec. 8.00.05 of the Land Development Code of the City of Stuart and Florida Statute, Section 163.357. The name shall be designated as the Stuart Community Redevelopment Agency.

1.2 **Purpose and Objectives**. The Board shall be an advisory Board to the City Commission and to the City administration in performing the duties and responsibilities described in this code.

1.3 The Community Redevelopment Agency shall constitute a legal entity, separate, distinct, and independent from the City Commission.

ARTICLE 2
MEMBERSHIP

2.1 **Qualifications.** Members shall be over the age of 18 years of age. Members must also be current residents of the City of Stuart or be property owners of real estate within the geographic limits of the City.

2.2 **Number.** The CRA shall be made up of the currently elected City Commissioners and two (2) members of the Community Redevelopment Board.

2.3 **Term.** The Board members shall serve annual terms. The Commissioners shall ratify the membership of the Board at the annual reorganization meeting of the City Commission. In

no event shall any member serve beyond the length of their City Commission or Community Redevelopment Board term.

2.4 **Staff Liaison.** The Development Director shall serve as the senior staff person to the Board.

2.5 **Secretary.** The Development Director shall appoint a Secretary of the Board and as such shall prepare Board agendas, be the custodian of all books and records of the Board, keep the minutes and a recording of all votes of all Board meetings, and send out all notices of meetings and shall perform such other duties as may be requested by the Board. In the absence of the Secretary at a meeting, the Development Director shall designate an employee to act as Secretary.

2.6 **City Attorney**. The City Attorney shall serve as the legal advisor to the Board and attend meetings when necessary.

ARTICLE 3
ELECTION OF OFFICERS

3.1 Nomination and election of officers shall occur at the annual organizational meeting of the Board. The organizational meeting shall occur at the first meeting after the annual reorganizational meeting of the City Commission.

3.2 **Officers.** Regular officers of the Board shall be a Chair and a Vice-Chair who shall be appointed by the Board at its annual reorganizational meeting.

3.3 **Chair**. The Chair shall preside at all meetings of the Board and shall execute instruments in the name of the Board as may be required.

3.4 **Vice-Chair**. The Vice-Chair shall, in the absence, disqualification, resignation or death or disability of the Chair or at the Chair's direction, shall exercise the functions of the Chair.

3.5 **Vacancy**. Upon a vacancy in the office of Chair or Vice-Chair, the Board members shall select one of them to fill the position at the next regular meeting following the creation of the vacancy.

ARTICLE 4
DUTIES AND RESPONSIBILITIES

4.1 The Community Redevelopment Agency is authorized to carry out all community redevelopment and related activities specified in F.S. §§ 163.358 and 163.370; with the exception of:

4.1.1 The power to authorize the issuance of revenue bonds as set forth in F.S. § 163.385; and

4.1.2 The power to approve the acquisition, demolition, removal, or disposal of property as provided in F.S. § 163.370(4)(a) and the power to assume the responsibility to bear loss as provided in F.S. § 163.370(4)(b).

4.2 The foregoing specifically enumerated powers shall be retained by the City Commission.

ARTICLE 5
MEETINGS

5.1 **Regular Meetings**. Regular meetings shall be held as necessary immediately preceding a regularly scheduled City Commission Meeting in the City Commission Chambers at the Stuart City Hall. No meeting will be convened in the event there is no matter to be considered by the Board.

5.2 **Special Meetings**. Special meetings may be held at the discretion of the Board as necessary. Special meetings may be called by the Chairperson; any two (2) members of the Board or by the Development Director by requesting the Development Director to arrange for and give notice of such special meeting.

5.3 **Notice.** The Secretary shall give notice of all meetings, both regular and special to all Board members at least twenty-four (24) hours in advance of the meeting, when possible. The Secretary shall determine if a quorum will be present.

5.4 **Attendance.** A member who misses three (3) consecutive meetings of the Board shall be deemed to have resigned and the vacancy shall be filled.

5.5 **Quorum.** A quorum of the Board shall be four (4) members and an affirmative vote of a majority of those present shall be necessary to conduct business. If any meeting cannot be conducted because a quorum is not present, the Members who are present may receive information only, and take no action other than to adjourn the meeting to a time certain and notice of such adjourned meeting shall be given to each Member.

5.6 **Adjourned and Continued Meetings**. Where a meeting having been set and noticed under the provisions of these By-Laws and during the course of said meeting is adjourned to a future time and place certain, there shall be no requirements for giving of notice of the time and place of continuation of said meeting other than the announcement thereof at said meeting.

5.7 **Rules of Order**. All meetings shall be conducted informally. If a dispute arises regarding the proper procedure to be followed, Robert's Rules of Order shall take precedence.

5.8 **Ethics, Public Meetings and Public Records**. Board Members shall conduct themselves in accordance with the provisions of Chapter 112, Florida Statutes regarding ethics for public officials. Board meetings shall be held in accordance with the requirements of

Section 286.011, Florida Statutes (Government in the Sunshine). All Board records shall be maintained in accordance with Chapter 119, Florida Statutes (Public Records Law).

ARTICLE 6
VOTING

6.1 Voting shall be by voice vote and shall be recorded by individual "aye" or "nay".

6.2 Each member present must cast a vote on each question before the Board. Any member who has a personal interest in a matter may abstain from participating as a member of the Board in that matter. A member who abstains in any matter in which the member has a personal interest must file a Memorandum of Voting Conflict with the Secretary of the Board within fifteen (15) days after such vote.

6.3 No member of the Board shall represent a client before the Board in any matter that will be considered by the Board. This prohibition does not preclude Board members from representing clients before other City Boards or City Administrative Staff.

6.4 **Order of Business.** The Board shall follow the Order of Business as set forth in the agenda prepared by the Secretary for each meeting. The order of business may be suspended by a vote of the majority of the members present.

ARTICLE 7
AMENDMENTS

7.1 **Amendments**. The By-Laws of the Board may be amended at any regular or special City Commission meeting by three (3) affirmative votes.

7.2 The CRA Board shall make recommendations to the City Commission at any time that the By-Laws need amending.

CITY OF STUART:

_____
MICHAEL J. MEIER
MAYOR

_____
MARY R. KINDEL
CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

BY-LAWS
LOCAL PLANNING AGENCY
(LPA)

These By-Laws constitute the rules adopted by the City Commission and shall apply to the Local Planning Agency Advisory Board (hereinafter the "Board" or "LPA") for the regulation and management of its affairs.

ARTICLE 1
GENERAL

1.1 **Establishment and Name**. The Board is established as provided in Chapter VIII, Sec. 8.00.01 of the Land Development Code of the City of Stuart. The name shall be designated as the City Planning Advisory Board. Because it also functions as the local planning agency, it may also be cited as the Local Planning Agency (LPA).

1.2 **Purpose and Objectives**. The Board shall be an advisory Board to the City Commission and to the City administration in performing the duties and responsibilities described in this code.

1.3 The Local Planning Agency shall constitute a legal entity, separate, distinct, and independent from the City Commission.

ARTICLE 2
MEMBERSHIP

2.1 **Qualifications.** Members shall be over the age of 18 years of age. Members must also be current residents of the City of Stuart or be property owners of real estate within the geographic limits of the City.

2.2 **Number.** The Board shall consist of seven (7) members. Each City Commissioner shall appoint a single member to the Board. The City Manager shall appoint two (2) members to the Board, which shall be ratified by the City Commission.

2.3 **Term.** The Board members shall serve annual terms. The Commissioners shall ratify the membership of the Board at the annual reorganization meeting of the City Commission.

2.4 **Staff Liaison.** The Development Director shall serve as the senior staff person to the Board.

2.5 **Secretary.** The Development Director shall appoint a Secretary of the Board and as such shall prepare Board agendas, be the custodian of all books and records of the Board, keep the minutes and a recording of all votes of all Board meetings, and send out all notices of meetings and shall perform such other duties as may be requested by the Board. In the absence of the Secretary at a meeting, the Development Director shall designate an employee to act as Secretary.

2.6 **City Attorney**. The City Attorney shall serve as the legal advisor to the Board and attend meetings when necessary.

ARTICLE 3
ELECTION OF OFFICERS

3.1 Nomination and election of officers shall occur at the annual organizational meeting of the Board. The organizational meeting shall occur at the first LPA meeting after the annual reorganizational meeting of the City Commission.

3.2 **Officers.** Regular officers of the Board shall be a Chair and a Vice-Chair who shall be appointed by the Board at its annual reorganizational meeting.

3.3 **Chair**. The Chair shall preside at all meetings of the Board and shall execute instruments in the name of the Board as may be required.

3.4 **Vice-Chair**. The Vice-Chair shall, in the absence, disqualification, resignation or death or disability of the Chair or at the Chair's direction, shall exercise the functions of the Chair.

3.5 **Vacancy**. Upon a vacancy in the office of Chair or Vice-Chair, the Board members shall select one of them to fill the position at the next regular meeting following the creation of the vacancy.

ARTICLE 4
DUTIES AND RESPONSIBILITIES

4.1 The Board shall constitute the Local Planning Agency as that term is defined and construed in F.S.§ 163.3164;

4.2 The recommendations to the City Commission shall apply to those issues that fall outside of the Community Redevelopment Agency;

4.3 The Board shall make recommendations to the City Commission regarding proposed amendments to the text of the Stuart Comprehensive Plan;

4.4 The Board shall make recommendations to the City Commission regarding proposed amendments to the text of the Stuart Land Development Code;

4.5 The Board shall make recommendations to the City Commission regarding proposed amendments to the future land use map component of the future land use element of the Stuart Comprehensive Plan;

4.6 The Board shall make recommendations to the City Commission regarding proposed amendments to the zoning map of the City in the form of zoning and rezoning;

4.7 The Board shall make recommendations to the City Commission regarding proposed annexations to the City;

4.8 Consider and make recommendations regarding the consistency of proposed developments with the various elements of the City Comprehensive Plan;

4.9 Conduct such public hearings as may be required to gather information necessary for the preparation, establishment, and maintenance of the Comprehensive Plan, as well as all other public hearings required by the regulations or by the City Commission; and

4.10 Make other recommendations to the City Commission and the City administrative staff upon the request of either regarding land use in the City and the regulation thereof by the City.

ARTICLE 5
MEETINGS

5.1 **Regular Meetings**. Regular meetings shall be held on the second Thursday of each month at 5:30 p.m. in the City Commission Chambers at the Stuart City Hall. No meeting will be convened in the event there is no matter to be considered by the Board.

5.2 **Special Meetings**. Special meetings may be held at the discretion of the Local Planning Board as necessary. Special meetings may be called by the Chairperson; any two (2) members of the Board or by the Development Director by requesting the Development Director to arrange for and give notice of such special meeting.

5.3 **Notice.** The Secretary shall give notice of all meetings, both regular and special to all Board members at least twenty-four (24) hours in advance of the meeting, when possible. The Secretary shall determine if a quorum will be present.

5.4 **Attendance.** A member who misses three (3) consecutive meetings of the Board shall be deemed to have resigned and the vacancy shall be filled.

5.5 **Quorum.** A quorum of the Board shall be four (4) members and an affirmative vote of a majority of those present shall be necessary to conduct business. If any meeting cannot be

conducted because a quorum is not present, the Members who are present may receive information only, and take no action other than to adjourn the meeting to a time certain and notice of such adjourned meeting shall be given to each Member.

5.6 **Adjourned and Continued Meetings**. Where a meeting having been set and noticed under the provisions of these By-Laws and during the course of said meeting is adjourned to a future time and place certain, there shall be no requirements for giving of notice of the time and place of continuation of said meeting other than the announcement thereof at said meeting.

5.7 **Rules of Order**. All meetings shall be conducted informally. If a dispute arises regarding the proper procedure to be followed, Robert's Rules of Order shall take precedence.

5.8 **Ethics, Public Meetings and Public Records**. Board Members shall conduct themselves in accordance with the provisions of Chapter 112, Florida Statutes regarding ethics for public officials. Board meetings shall be held in accordance with the requirements of Section 286.011, Florida Statutes (Government in the Sunshine). All Board records shall be maintained in accordance with Chapter 119, Florida Statutes (Public Records Law).

ARTICLE 6
VOTING

6.1 Voting shall be by voice vote and shall be recorded by individual “aye” or “nay”.

6.2 Each member present must cast a vote on each question before the Board. Any member who has a personal interest in a matter may abstain from participating as a member of the Board in that matter. A member who abstains in any matter in which the member has a personal interest must file a Memorandum of Voting Conflict with the Secretary of the Board within fifteen (15) days after such vote.

6.3 No member of the Board shall represent a client before the Board in any matter that will be considered by the Board. This prohibition does not preclude Board members from representing clients before other City Boards or City Administrative Staff.

6.4 **Order of Business.** The Board shall follow the Order of Business as set forth in the agenda prepared by the Secretary for each meeting. The order of business may be suspended by a vote of the majority of the members present.

ARTICLE 7
AMENDMENTS

7.1 **Amendments**. The By-Laws of the Board may be amended at any regular or special City Commission meeting by three (3) affirmative votes.

7.2 The LPA Board shall make recommendations to the City Commission at any time that the By-Laws need amending.

ARTICLE 8
MISCELLANEOUS

8.1 In addition to those public hearings required by law, the LPA Board may, at its discretion, hold such public hearings or conferences as it decides will be in the public interest.

8.2 The following procedures will be observed in meetings of the LPA Board for the hearing of cases:

8.2.1 The Secretary or Planner shall provide the Board with proof of publication of the case.

8.2.2 The City Planner shall present a brief report. Any correspondence in favor of or against the project shall be read into the record or summarized by the Planner during the presentation.

8.2.3 The applicant shall make such presentation or comments as deemed necessary.

8.2.4 Upon completion of all testimony, the Chairperson shall announce that no further evidence may be offered.

8.2.5 Discussion shall be conducted by the Board regarding the issue presented.

8.2.6 Final Action shall be taken by the Board after an appropriate motion and public hearing.

CITY OF STUART:

_____
MICHAEL J. MEIER
MAYOR

_____
MARY R. KINDEL
CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

BY-LAWS
BOARD OF ADJUSTMENT
(BOA)

These By-Laws constitute the rules adopted by the City Commission and shall apply to the Board of Adjustment (hereinafter the "Board" or "BOA") for the regulation and management of its affairs.

ARTICLE 1
GENERAL

1.1 **Establishment and Name**. The Board is established as provided in Chapter VIII, Sec. 8.00.02 of the Land Development Code of the City of Stuart. The name shall be designated as the Board of Adjustment.

1.2 **Purpose and Objectives**. The Board shall be an advisory board to the City Commission and to the City administration in performing the duties and responsibilities described in this code. The Board has been granted the authority from the City Commission to grant variances, as well as authorize lot splits in compliance with the City Rules and Regulations.

ARTICLE 2
MEMBERSHIP

2.1 **Qualifications.** Members shall be over the age of 18 years of age. Members must also be current residents of the City of Stuart or be property owners of real estate within the geographic limits of the City.

2.2 **Number.** The Board shall consist of five (5) members. Each City Commissioner shall appoint a single member to the Board.

2.3 **Term.** The Board members shall serve annual terms. The Commissioners shall ratify the membership of the Board at the annual reorganization meeting of the City Commission.

2.4 **Staff Liaison.** The Development Director shall serve as the senior staff person to the Board.

2.5 **Secretary.** The Development Director shall appoint a Secretary of the Board, and as such shall prepare Board agendas, be the custodian of all books and records of the Board, keep the minutes and a recording of all votes of all Board meetings, and send out all notices of meetings and shall perform such other duties as may be requested by the Board. In the absence of the Secretary at a meeting, the Development Director shall designate an employee to act as Secretary.

2.6 **City Attorney**. The City Attorney shall serve as the legal advisor to the Board and attend meetings when necessary.

ARTICLE 3
ELECTION OF OFFICERS

3.1 Nomination and election of officers shall occur at the annual organizational meeting of the Board. The organizational meeting shall occur at the first BOA meeting after the annual reorganizational meeting of the City Commission.

3.2 **Officers.** Regular officers of the Board shall be a Chair and a Vice-Chair who shall be appointed by the Board at its annual reorganizational meeting.

3.3 **Chair**. The Chair shall preside at all meetings of the Board and shall execute instruments in the name of the Board as may be required.

3.4 **Vice-Chair**. The Vice-Chair shall, in the absence, disqualification, resignation or death or disability of the Chair or at the Chair's direction, shall exercise the functions of the Chair.

3.5 **Vacancy**. Upon a vacancy in the office of Chair or Vice-Chair, the Board members shall select one of them to fill the position at the next regular meeting following the creation of the vacancy.

ARTICLE 4
DUTIES AND RESPONSIBILITIES

4.1 The Board shall hear and consider applications for variances as provided at Section 8.04.00 of this Code;

4.2 Hear and decide appeals of an alleged error in a decision of the City Development Director made in the enforcement of the provisions of subsection 8.04.01A;

4.3 Interpret the provisions of this Code so as to accomplish the intent and purpose of the City Comprehensive Plan; and

4.4 Conduct such hearings as may be necessary to perform the foregoing duties and responsibilities.

ARTICLE 5
MEETINGS

5.1 **Regular Meetings**. Regular meetings shall be held on the third Thursday of each month at 5:30 p.m. in the City Commission Chambers at the Stuart City Hall. No meeting will be convened in the event there is no matter to be considered by the Board.

5.2 **Special Meetings**. Special meetings may be held at the discretion of the Board as necessary. Special meetings may be called by the Chairperson; any two (2) members of the Board or by the Development Director by requesting the Development Director to arrange for and give notice of such special meeting.

5.3 **Notice.** The Secretary shall give notice of all meetings, both regular and special to all Board members at least twenty-four (24) hours in advance of the meeting, when possible. The Secretary shall determine if a quorum will be present.

5.4 **Attendance.** A member who misses three (3) consecutive meetings of the Board shall be deemed to have resigned and the vacancy shall be filled.

5.5 **Quorum.** A quorum of the Board shall be three (3) members and an affirmative vote of a majority of those present shall be necessary to conduct business. If any meeting cannot be conducted because a quorum is not present, the Members who are present may receive information only, and take no action other than to adjourn the meeting to a time certain and notice of such adjourned meeting shall be given to each Member.

5.6 **Adjourned and Continued Meetings**. Where a meeting having been set and noticed under the provisions of these By-Laws and during the course of said meeting is adjourned to a future time and place certain, there shall be no requirements for giving of notice of the time and place of continuation of said meeting other than the announcement thereof at said meeting.

5.7 **Rules of Order**. All meetings shall be conducted informally. If a dispute arises regarding the proper procedure to be followed, Robert's Rules of Order shall take precedence.

5.8 **Ethics, Public Meetings and Public Records**. Board Members shall conduct themselves in accordance with the provisions of Chapter 112, Florida Statutes regarding ethics for public officials. Board meetings shall be held in accordance with the requirements of Section 286.011, Florida Statutes (Government in the Sunshine). All Board records shall be maintained in accordance with Chapter 119, Florida Statutes (Public Records Law).

ARTICLE 6
VOTING

6.1 Voting shall be by voice vote and shall be recorded by individual “aye” or “nay”.

6.2 Each member present must cast a vote on each question before the Board. Any member who has a personal interest in a matter may abstain from participating as a member of the Board in that matter. A member who abstains in any matter in which the member has a personal interest must file a Memorandum of Voting Conflict with the Secretary of the Board within fifteen (15) days after such vote.

6.3 No member of the Board shall represent a client before the Board in any matter that will be considered by the Board. This prohibition does not preclude Board members from representing clients before other City Boards or City Administrative Staff.

6.4 **Order of Business.** The Board shall follow the Order of Business as set forth in the agenda prepared by the Secretary for each meeting. The order of business may be suspended by a vote of the majority of the members present.

ARTICLE 7
AMENDMENTS

7.1 **Amendments**. The By-Laws of the Board may be amended at any regular or special City Commission meeting by three (3) affirmative votes.

7.2 The BOA shall make recommendations to the City Commission at any time that the By-Laws need amending.

ARTICLE 8
MISCELLANEOUS

8.1 In addition to those public hearings required by law, BOA may, at its discretion, hold such public hearings or conferences as it decides will be in the public interest.

8.2 The following procedures will be observed in meetings of the BOA for the hearing of cases:

8.2.1 The Secretary or Planner shall provide the Board with proof of publication of the case.

8.2.2 The City Planner shall present a brief report. Any correspondence in favor of or against the project shall be read into the record or summarized by the Planner during the presentation.

8.2.3 The applicant shall make such presentation or comments as deemed necessary.

8.2.4 Upon completion of all testimony, the Chairperson shall announce that no further evidence may be offered.

8.2.5 Discussion shall be conducted by the Board regarding the issue presented.

8.2.6 Final Action shall be taken by the Board after an appropriate motion and public hearing.

8.3 If the Board has denied a petition or request, the Board shall not consider any further application for the same relief for a period of six (6) months following the date of denial.

8.4 If the Board approves a petition, with or without conditions, the petitioner must secure the required permits and commence action on the approval within six (6) months following the date of approval.

CITY OF STUART:

_____
MICHAEL J. MEIER
MAYOR

_____
MARY R. KINDEL
CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/9/2020 **Prepared by:** Kev Freeman

Title of Item:

AUTHORIZING PACE PROGRAMS (RC):

RESOLUTION No. 132-2020; A RESOLUTION OF THE CITY OF STUART, FLORIDA, PERMITTING PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAMS WITHIN THE CORPORATE LIMITS OF THE CITY OF STUART; APPROVING AGREEMENTS WITH THE FLORIDA GREEN FINANCE AUTHORITY, THE FLORIDA RESILIENCY AND ENERGY DISTRICT AND THE FLORIDA PACE FUNDING AGENCY AND THE GREEN CORRIDOR PACE DISTRICT; UTILIZING VOLUNTARY NON-AD VALOREM ASSESSMENTS TO FINANCE QUALIFYING IMPROVEMENTS; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE SAID AGREEMENTS; AND PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, SCRIVENER'S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

Summary Explanation/Background Information on Agenda Request:

Summary
The following four(4) Agencies have requested that the City of Stuart enter into an Inter-local Agreement (ILA) with them to form a nonexclusive arrangement with each Agency to make funding immediately available through the PACE program, in respect of qualified improvements, in order to support property owners and the local economy:

1. Florida Green Finance Authority,
2. The Green Corridor PACE District,
3. The Florida Resiliency and Energy District, and
4. The Florida PACE Funding Agency.

What is PACE
Property assessed clean energy (PACE) programs are programs that allow a property owner to finance energy efficient or wind resistance improvements. The financing is secured through a non-ad valorem assessment, which is repaid through the annual property tax bill. Section 163.08, Fla. Stat., provides that improvements can include energy efficiency, renewable energy, and wind resistance improvements. These improvements, include, but are not limited to, rooftop solar systems, impact doors and windows, energy saving air conditioning systems, insulated siding, awnings, and hurricane resistant roofing. The benefit to the property owner is that the funds for these improvements are provided upfront. A lien on the property is recorded for the value of the improvements and is then subsequently assessed on the property owner's property tax bills.

Request
Staff request that the City Commission authorize the City Manager or Designee to execute the attached agreements.

Funding Source:

N/A

Recommended Action:

Motion to Approve Resolution 132-2020

ATTACHMENTS:

	Description	Upload Date	Type
🗋	A1. RES 132-2020 PACE AUTHORIZATION	10/29/2020	Resolution add to Y drive
🗋	A2. EXHIBIT A FGFA AGREEMENT	10/29/2020	Exhibit
🗋	A3. EXHIBIT B FPFA ILA CITY OF STUART	10/29/2020	Exhibit
🗋	A4. EXHIBIT C FRED AGREEMENT	10/29/2020	Exhibit
🗋	A5. EXHIBIT D GREEN CORRIDOR AGREEMENT	10/29/2020	Exhibit
🗋	D1. INFORMATION - STATE OF PACE	10/29/2020	Backup Material

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NO. 132-2020

A RESOLUTION OF THE CITY OF STUART, FLORIDA, PERMITTING PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAMS WITHIN THE CORPORATE LIMITS OF THE CITY OF STUART; APPROVING AGREEMENTS WITH THE FLORIDA GREEN FINANCE AUTHORITY, THE FLORIDA RESILIENCY AND ENERGY DISTRICT AND THE FLORIDA PACE FUNDING AGENCY AND THE GREEN CORRIDOR PACE DISTRICT; UTILIZING VOLUNTARY NON-AD VALOREM ASSESSMENTS TO FINANCE QUALIFYING IMPROVEMENTS; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE SAID AGREEMENTS; AND PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, SCRIVENER'S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Section 163.08, *Florida Statutes* (the "Supplemental Act"), authorizes counties, municipalities and certain separate local governments ("Local Government") entities to establish and administer financing programs pursuant to which owners of real property may obtain funding for energy conservation and efficiency, renewable energy and wind resistance improvements (as referred to therein, the "Qualifying Improvements"), and repay such funding through voluntary special assessments, sometimes referred to as non-ad valorem assessments ("Special Assessments"), levied upon the improved property pursuant to financing agreements between the property owner thereof and a local government (the "Financing Agreements"); and

WHEREAS, the Florida Green Finance Authority, the Green Corridor PACE District, the Florida Resiliency and Energy District and the Florida PACE Funding Agency (individually the "Agency", collectively the "Agencies") are currently four (4) separate legal entities and units of local government within the State of Florida which were established by separate interlocal agreements for the express purpose of providing a scalable platform to facilitate the financing of Qualifying Improvements throughout Florida; and

WHEREAS, pursuant to the Supplemental Act or as otherwise provided by law, local governments may enter into agreements with other local governments for the purpose of providing and financing Qualifying Improvements; and

WHEREAS, the installation of Qualifying Improvements may increase energy efficiency and improve the wind resistance of existing structures within the City of Stuart, thereby reducing the burdens from fossil fuel energy production, increase resiliency against inclement weather events and contributing to the local economy by cost savings to property owners, enhancing property values and increasing job opportunities; and

WHEREAS, existing financing options may be insufficient for property owners to access cost-effective financing for energy-saving or wind-resistance property improvements due to requirements associated with traditional debt or equity financing options; and

WHEREAS, the Agencies have created a turn-key solution for the financing, levy and collection process to implement PACE Programs without cost to or assumption of liability by, or demand upon the credit of the City of Stuart; and

WHEREAS, the City of Stuart is presently without adequate, currently available and recurring funds to establish a program similar to the Agencies programs and recognizes that initiation of its own program requires a commitment of significant time, staffing and monetary resources derived from all taxpayers; however as an alternative or supplement to any other program or approach chosen by the City of Stuart, the City of Stuart can concurrently authorize and approve a non-exclusive arrangement with each Agency to make funding for Qualified Improvements immediately available to support property owners and the local economy; and

WHEREAS, the City of Stuart Commission deems this Resolution to be in the best interest of the citizens and businesses of the City of Stuart to authorize the appropriate the City of Stuart official(s) to execute agreements with the Agencies in an effort to provide an alternative, supplemental and nonexclusive means to achieve, inter alia, immediate and careful local economic development, commerce and job creation, as well compelling state interest and public purposes described in the Supplemental Act.

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

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City Commission hereby adopts and incorporates into this Resolution the City staff report and the City Commission agenda memorandum relating to this Resolution. The forgoing recitals are incorporated in this Resolution as if fully set forth herein and are approved and adopted. The City Commission has complied with all requirements and procedures of Florida law in processing and noticing this Resolution.

SECTION 2. PERMITTING OF PACE PROGRAMS. The City Commission hereby authorizes the availability of PACE programs for residential and non-residential properties within the City Limits of the City of Stuart. Except as required or prohibited by Florida Statute, non-residential property financings:

(a). may be subject to a prepayment premium or other similar structures;
(b). may include a drawdown schedule during construction financing;
(c). may include existing and new construction; and
(d). will not be subject to residential PACE consumer protection standards that may be adopted by the jurisdiction.

SECTION 3. APPROVAL OF AGREEMENTS; AUTHORIZATION TO EXECUTE, ETC.

(a). The City of Stuart Commission approves the following agreements:

(1). Florida Green Finance Authority attached hereto and incorporated herein as Exhibit "A".

(2). Florida PACE Funding Agency attached hereto and incorporated herein as Exhibit "B".

(3). Florida Resiliency Energy District attached hereto and incorporated herein as Exhibit "C".

(4). Green Corridor PACE District attached hereto and incorporated herein as Exhibit "D".

(b). The City Commission hereby authorizes the City Manager or Designee to execute the aforementioned agreements.

SECTION 4. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as he/she may deem necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City of Stuart employees as deemed effectual and prudent.

SECTION 5. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. CONFLICTS. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. SEVERABILITY. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
MERRITT MATHESON, COMMISSIONER				
REBECCA S. BRUNER, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				

ADOPTED this _____ day of November, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

Party Membership Agreement
To The Florida Green Finance Authority

WHEREAS, Section 163.01, F.S., the "Florida Interlocal Cooperation Act of 1969," authorizes local government units to enter into interlocal agreements for their mutual benefit; and

WHEREAS, the Town of Lantana, Florida, a Florida municipal corporation ("Lantana") and the Town of Mangonia Park, Florida, a Florida municipal corporation, ("Mangonia Park") entered into an Interlocal Agreement, dated June 11, 2012, first amended on August 11, 2014 and second amended on April 7, 2016 with document execution May 9, 2016 (the "Interlocal Agreement"), establishing the Florida Green Finance Authority as a means of implementing and financing a qualifying improvements program for energy and water conservation and efficiency, renewable energy and wind-resistance improvements, and to provide additional services consistent with law; and

WHEREAS, the City of Stuart desires to become a member of the Florida Green Finance Authority in order to facilitate the financing of qualifying improvements for properties located within the City of Stuart.

NOW, THEREFORE, it is agreed as follows:

1. The Interlocal Agreement between the Florida Green Finance Authority, the Town of Lantana and the Town of Mangonia Park, entered into on June 11, 2012 and as amended on August 11, 2014 and April 7, 2016 with document execution May 9, 2016 (the "Interlocal Agreement"), for the purpose of facilitating the financing of qualifying improvements for properties located within the Authority's jurisdiction via the levy and collection of voluntary non-ad valorem assessments on improved property, is hereby supplemented and amended on the date last signed below by this Party Membership Agreement, which is hereby fully incorporated into the Interlocal Agreement, to include the City of Stuart.

2. The Florida Green Finance Authority, together with its member Parties, and the City of Stuart, with the intent to be bound thereto, hereby agree that the City of Stuart shall become a Party to the Interlocal Agreement together with all of the rights and obligations of Parties to the Interlocal Agreement.

3. The Service Area of the Florida Green Finance Authority shall include the legal boundaries of the City of Stuart, as the same may be more specifically designated by the City of Stuart or amended from time to time.

4. The City of Stuart designates the following as the respective place for any notices to be given pursuant to the Interlocal Agreement Section 27:

City of Stuart:	David Dyess, City Manager 121 SW Flagler Avenue Stuart, FL 34994
With a copy to:	Michael J. Mortell, Esq., City Attorney 121 SW Flagler Avenue Stuart, FL 34994

5. This Party Membership Agreement shall be recorded by the Authority with the Clerk of the Court in the Public Records of Palm Beach County as an amendment to the Interlocal Agreement and recorded in the public records of the City of Stuart, in accordance with Section 163.01(11), Florida Statutes.

6. Termination of this Party Membership Agreement may occur with 90 days written notice, and at the end of the 90-day period, this Party Membership Agreement shall be automatically terminated and the Authority will not accept any new applications. Any projects related to applications received before the end of the 90-day period shall be permitted to be completed.

7. All capitalized terms used but not defined herein shall have the respective meanings prescribed to them in the Interlocal Agreement. If there is a conflict between the terms of this Party Membership Agreement and the Interlocal Agreement, the terms of this Party Membership Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto subscribe their names to this Interlocal Agreement by their duly authorized officers on the dates set forth below.

ATTEST:

Florida Green Finance Authority, a separate legal entity established pursuant to Section 163.01(7), Florida Statutes

By: _____
Secretary of the Authority

By: _____
Chair of the Authority

Approved by Authority Attorney
as to form and legal sufficiency

By: _____
Authority Attorney

ATTEST:

City of Stuart, through its
City Commission

_____
Mary Kindel, City Clerk
Clerk of the City Commission of the
City of Stuart

By: _____
David Dyess, City Manager

____ day of _____, 2020.

{SEAL}

Approved as to form and legal sufficiency

By: _____
Michael J. Mortell, Esq.
City Attorney
121 SW Flagler Avenue
Stuart, FL 34994

A NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT RELATING TO THE FUNDING AND FINANCING OF QUALIFYING IMPROVEMENTS BY THE FLORIDA PACE FUNDING AGENCY

THIS NON–EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT is made and entered into as of _____, 2020 (this "Subscription Agreement"), by and between City of Stuart, Florida (the "Subscriber"), and the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government, established pursuant to Section 163.01(7)(g), Florida Statutes, (the "Agency"), by and through their respective governing bodies. The purpose of the Subscription Agreement is to secure, in an efficient and uniform manner, for the Property Owners (as hereinafter defined) within the jurisdiction and boundaries of the Subscriber the privileges, benefits, powers and terms provided for herein and by law, and particularly by Section 163.08, Florida Statutes, as amended (the "Supplemental Act"), relating to the voluntary determination by affected property owners to obtain and finance certain improvements to property for energy efficiency, renewable energy or wind resistance.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the Subscriber and the Agency hereby agree, stipulate and covenant as follows:

ARTICLE I
DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings as defined unless the context requires otherwise:

"Board of Directors" means the governing body of the Agency.

"Agency Charter Agreement" or **"Charter"** means, unless the context otherwise requires, the separate interlocal agreement which created and established the Agency, including any amendments and supplements hereto executed and delivered in accordance with the terms thereof.

"**Financing Agreement**" means the agreement authorized hereunder and by the Act (specifically including section 163.08(4) thereof) between the Agency and a Property Owner providing for the funding to finance Qualifying Improvements and the imposition of a non-ad valorem Special Assessment against the Property Owner's assessed property.

"Financing Documents" shall mean the resolution or resolutions duly adopted by the Agency, as well as any indenture of trust, trust agreement, interlocal agreement or other instrument relating to the issuance or security of any bond or Obligations of the Agency and any

agreement between the Agency and the Subscriber, pursuant to which the Subscriber and Property Owners obtain access to funds provided by the Agency.

"Obligations" shall mean a series of bonds, obligations or other evidence of indebtedness, including, but not limited to, notes, commercial paper, certificates or any other obligations of the Agency issued hereunder or pursuant hereto, or under any general law provisions, and pursuant to the Financing Documents. The term shall also include any lawful obligation committed to by the Agency or pursuant to an interlocal agreement with another governmental body or agency and/or warrants issued for services rendered or administrative expenses.

"Program" means the program operated by the Agency to provide financing for Qualifying Improvements undertaken within the jurisdiction of the Subscriber. Unless determined otherwise by the Subscriber, the Agency's Program will be non-exclusive; and, the Subscriber may embrace or authorize any similar program under the Act as the Subscriber sees fit and in the interest of the public.

"**Property Owner**" means, collectively, all of the record owners of real property subject to a Financing Agreement.

"Qualifying Improvements" means those improvements for energy efficiency, renewable energy, or wind resistance described in the Supplemental Act authorized to be affixed and/or installed by the record owner of an affected property. The term does not include similar improvements underwritten or financed by local, state or federal programs including, but not limited to State Housing Initiatives Partnership or SHIP Program, which are not secured by a special or non-ad valorem assessment.

"Special Assessments" means the non-ad valorem assessments authorized by the Supplemental Act and levied by the Agency on property owned by participating property owner who has entered into a Financing Agreement with the Agency to fund the costs of Qualifying Improvements.

SECTION 1.02 CONSTRUCTION.

(A) Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Subscription Agreement; the term "heretofore" shall mean before the date this Subscription Agreement is executed; and the term "hereafter" shall mean after the date this Subscription Agreement is executed.

(B) Each recital, covenant, agreement, representation and warranty made by a party herein shall be deemed to have been material and to have been relied on by the other party to this Subscription Agreement. Both parties have independently reviewed this Subscription Agreement with their own counsel and covenant that the provisions hereof shall not be construed for or against either the Subscriber or the Agency by reason of authorship.

SECTION 1.03. SECTION HEADINGS. Any headings preceding the texts of the several Articles and Sections of this Subscription Agreement and any table of contents or

marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Subscription Agreement nor affect its meaning, construction or effect.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The State has declared it the public policy of the State to develop energy management programs aimed at promoting energy conservation and wind resistance or 'hardening' programs achieving hurricane and wind damage mitigation.

(B) The State Legislature has determined there is a compelling state interest in enabling property owners to voluntarily finance Qualifying Improvements with local government assistance. The actions authorized by the Supplemental Act, including the financing of Qualifying Improvements through the execution of Financing Agreements and the related imposition of a Special Assessment, are reasonable and are necessary for the prosperity and welfare of the State, the Subscriber and its property owners and inhabitants.

(C) The Agency has secured a binding final judgment, binding and only advantageous to the Agency, which has statewide effect. Such judgment carefully relieves the Subscriber from cost and liability associated with implementation of the Agency's Program.

(D) The Agency's Program has assembled open public governance and oversight, staffing, third-party administration, third-party originators, third-party tax roll administration, Program counsel, and an independent institutional trustee; the Agency is immediately ready to commence origination of Special Assessments for Qualifying Improvements; and that the Agency presently has funding in place and available under executed bond purchase agreements and trust indentures.

(E) The availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of the Subscriber) and the voluntary participation in the Program by Property Owners will provide an alternative financing option to finance and repay the costs to provide and install Qualifying Improvements.

(F) This Agreement provides an alternative, supplemental and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and job creation, as well as the compelling State interests and public purposes described in the Supplemental Act.

ARTICLE II
SUBSCRIPTION

SECTION 2.01. AUTHORITY.

(A) The execution hereof has been duly authorized by the resolution of the governing bodies of each party hereto.

(B) The Agency by this Subscription Agreement is hereby authorized to act to provide its services, and conduct its affairs, within the boundaries of the Subscriber's jurisdiction.

(C) The execution of this Subscription Agreement evidences the express authority and concurrent transfer of all necessary powers to the Agency, and the covenant to reasonably cooperate by the Subscriber, so that the Agency may facilitate, administer, implement and provide Qualifying Improvements, facilitate Financing Agreements and non-ad valorem assessments only on properties subjected to same by the record owners thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting there from, as contemplated by the Supplemental Act as the same may be amended from time to time.

(D) By resolution of the governing bodies of each of the parties and as implemented pursuant by this Subscription Agreement, all power and authority available to the Agency under its Charter and general law, including without limitation, Chapters 163, 189 and 197, Florida Statutes, shall be deemed to be authorized and may be implemented by the Agency within the boundaries of the Subscriber.

(E) This Subscription Agreement may be amended only by written amendment hereto.

SECTION 2.02. CREATION OF STATE, COUNTY OR MUNICIPAL DEBTS PROHIBITED. The Agency shall not be empowered or authorized in any manner to create a debt as against the State, county, or any municipality, and may not pledge the full faith and credit of the State, any county, or any municipality. All revenue bonds or debt obligations of the Agency shall contain on the face thereof a statement to the effect that the State, county or any municipality shall not be obligated to pay the same or the interest and that they are only payable from Agency revenues or the portion thereof for which they are issued and that neither the full faith and credit nor the taxing power of the State or of any political subdivision thereof is pledged to the payment of the principal of or the interest on such bonds. The issuance of revenue or refunding bonds under the provisions of law, the Charter Agreement, or this Subscription Agreement shall not directly or indirectly or contingently obligate the State, or any county or municipality to levy or to pledge any form of ad valorem taxation whatever therefore or to make any appropriation for their payment.

SECTION 2.03. ADOPTION OF RATES, FEES AND CHARGES.

(A) The Board of Directors may adopt from time to time such rates, fees or other charges for the provision of the services of the Agency to be paid by the Property Owner, pursuant to a Financing Agreement described in the Supplemental Act.

(B) Such rates, fees and charges shall be adopted and revised so as to provide moneys, which, with other funds available for such purposes, shall be at least sufficient at all times to pay the expenses of administering, managing, and providing for the services and administration of the activities of the Agency, to pay costs and expenses provided for by law or the Charter Agreement and the Financing Documents, and to pay the principal and interest on the Obligations as the same shall become due and reserves therefore, and to provide for necessary administration and reasonable margin of safety over and above the total amount of such payments. Notwithstanding any other provision in the Charter Agreement or this Subscription Agreement, such rates, fees and charges shall always be sufficient to comply fully with any covenants contained in the Financing Documents.

(C) Such rates, fees and charges may vary from jurisdiction to jurisdiction, and may be based upon or computed upon any factor (including, by way of example and not limitation, competitive or market conditions, distinguishing between residential and non-residential properties or uses, distinguishing between variable costs of administrative services over time) or combination of factors affecting the demand or cost of the services furnished or provided to administer the services and affairs of the Agency as may be determined by the Board of Directors from time to time.

(D) Notwithstanding anything in this Subscription Agreement to the contrary, the Agency may establish a general fund and/or performance assurance account into which moneys may be deposited from an annual surcharge upon the Special Assessments imposed, pledged to or collected by the Agency. Any moneys deposited to such general fund account from such a surcharge shall be considered legally available for any lawful purpose approved by the Board of Directors. Moneys in such general fund and/or performance assurance account may be used to pay for or reimburse initial costs and expenses advanced or associated with start-up costs, feasibility studies, economic analysis, financial advisory services, program development or implementation costs or enhancements, public education, energy audits, administration, quality control, vendor procurement, and any other purpose associated with the purpose or mission of the Agency approved by the Board of Directors.

SECTION 2.04. FINANCING AGREEMENTS.

(A) The Agency shall prepare and provide to each participating property owner the form of the Financing Agreement which complies with the Supplemental Act and is in accordance with the Financing Documents as designated by the Board of Directors from time to time.

(B) The Agency, not the Subscriber, shall be solely responsible for all matters associated with origination, funding, financing, collection and administration of each of the Agency's authorized non-ad valorem assessments.

SECTION 2.05. IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO FINANCING AGREEMENTS.

(A) Upon execution by the Property Owner and the Agency of the Financing Agreement, the Financing Agreement or a summary or memorandum thereof shall be recorded by the Agency within five (5) days of execution as required by Section 163.08(8), Florida Statutes. The recorded Financing Agreement, or summary or memorandum thereof, provides constructive notice that the non-ad valorem assessment to be levied on the subject property constitutes a lien of equal dignity to ad valorem taxes and assessments from the date of recordation.

(B) In a reasonably cooperative and uniform manner the Agency is authorized to and shall provide a digital copy to the property appraiser or tax collector of the recorded Financing Agreement or summary memorandum thereof, the most recent property identification number and annual amount of the non-ad valorem assessment along with such other efficient and reasonable information necessary for the tax collector to collect such amounts on behalf of the Agency pursuant to Sections 197.3632 and 163.08, Florida Statutes, as a non-ad valorem assessment.

SECTION 2.06. COLLECTION OF SPECIAL ASSESSMENTS.

(A) The Agency shall be solely responsible for professionally coordinating all interface with the tax collector or property appraiser, and minimize to the greatest extent reasonably possible the time, effort and attention of these public officials to accomplish the public purposes and direction of the Supplemental Act subscribed to by the Subscriber. Subscriber hereby respectfully requests and encourages the tax collector or property appraiser to only impose, charge, or deduct the minimum amount allowed by general law for the collection or handling of the Special Assessments which are the subject of this Subscription Agreement.

(B) To advance Program acceptance and to minimize Program participation costs, and because each Property Owner is voluntarily undertaking to achieve and underwrite the unique and compelling State interests described in the Supplemental Act, the Subscriber urges either the waiver of such fees by the tax collector and property appraiser or a flat five dollar ($5) fee per year per tax parcel for such purposes which shall be paid by the Agency via deduction, by the institutional trustee required by the Financing Documents, or as otherwise reasonably agreed to by the Agency and these parties.

SECTION 2.07. PLEDGE OF PROCEEDS FROM NON AD VALOREM ASSESSMENTS.

(A) The Agency will take such actions as are necessary for the lawful levy of the Special Assessments against all lands and properties specially benefitted by the acquisition, construction and financing of Qualifying Improvements. If any assessment made with respect to any property shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Agency or Subscriber shall be satisfied that any such assessment is so irregular or defective that the same cannot be enforced or collected, the Agency is authorized to take all necessary steps to cause a new assessment to be made for the whole or any part of any Qualifying Improvements

or against any property specially benefitted by such improvement, to the extent and in the manner provided by law.

(B) Pursuant to the Financing Documents and this Subscription Agreement, the Agency shall irrevocably pledge and, to the fullest extent permitted by law, pledge and assign any and all revenues derived from Special Assessments to the repayment of any debt obligation issued by the Agency pursuant to the Financing Documents.

(C) The Subscriber shall not incur or ever be requested to authorize any obligations secured by Special Assessments associated with Qualifying Improvements imposed by the Agency.

(D) Each series of Financing Documents shall be secured forthwith equally and ratably by a pledge of and lien upon the Special Assessments. The obligations of the Agency under and pursuant to the Financing Documents shall not be or constitute general obligations or an indebtedness of the Subscriber as "bonds" within the meaning of the Constitution of Florida, but shall be payable from and secured solely by a lien upon and pledge of the Special Assessments as provided herein. Neither the Agency nor any holder of any debt obligation issued by the Agency pursuant to the Financing Documents shall ever have the right to compel the exercise of the ad valorem taxing power of the Subscriber or taxation in any form of property therein to pay any amount due under any Financing Documents or any Special Assessment. The Financing Documents shall not constitute a lien upon any property of or in the Subscriber except as to the respective Special Assessments in the manner provided herein and by law.

SECTION 2.08. CARBON OR SIMILAR CREDITS. The form of Financing Agreement in each instance shall provide for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to the Agency, with such revenues therefrom, if any ever materialize, to be used by the Agency to underwrite generally its operation, mission and purpose. By execution hereof any such interest in mitigation credits shall be assigned by the Subscriber to the Agency without any future action by the parties. Provided, however, the Subscriber shall upon request from time to time execute and deliver all such documents as may be reasonably required to further evidence the assignment and transfer of such interests to the Agency. Such credits expressly exclude investment tax credits available under the Internal Revenue Code or monetary rebates available to the Property Owner.

ARTICLE III
GENERAL PROVISIONS

SECTION 3.01. INTERLOCAL AGREEMENT PROVISIONS. This Subscription Agreement constitutes a joint exercise of power, privilege or authority by and between the Subscriber and the Agency and shall be deemed to be an "interlocal agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969, as amended. This Subscription Agreement shall be filed by the Agency with the Clerk of the Circuit Court of the county in which the Subscriber is located.

SECTION 3.02. DISCLOSURE.

(A) The Agency has provided a copy of (1) the Supplemental Act, (2) the Agency's Charter Agreement, (3) the Final Judgment in *Fla. PACE Funding Agency v. State*, No. 2011-CA-1824 (Fla. 2d Cir. Ct. 2011), and (4) other relevant disclosure information and background materials to the Subscriber prior to execution hereof. Subscriber, through its own staff and advisors, has independently reviewed and considered the foregoing and other relevant information of its choosing.

(B) The objective of the Agency's mission is to offer a uniform, standardized and scalable approach that provides efficiencies and economies of scale intended to attract voluntary financing of Qualifying Improvements and stimulate a substantial and meaningful flow of private sector economic activity and new job creation. In doing so, each subscribing local government by entering into a subscription agreement of this nature authorizes the availability of the Agency's uniform program to property owners in the subscribing jurisdiction. Accordingly, the Agency has engaged, and may engage in the future, various advisors, consultants, attorneys or other professionals or firms with recognized expertise necessary to accomplish the Agency's mission.

(C) The Subscriber and Agency recognize, consider and acknowledge the fact or possibility that one or more of the various professionals or firms may serve as the advisor to the Agency in its mission, and to the Subscriber or another client in providing other similar professional services, outside of the provision, funding and financing of Qualifying Improvements. Such circumstance is acceptable and will not be construed as a conflict, be objected to unreasonably, nor be used as the basis for its disqualification of such professionals or firms from any continued or future representation of either party hereto which can otherwise be resolved by a reasonable waiver.

SECTION 3.03. TERM OF AGREEMENT; DURATION OF AGREEMENT; EXCLUSIVITY.

(A) This Subscription Agreement shall commence as of the date first above written, and shall remain in effect until terminated as herein provided. Either party (the "non-breaching party") may terminate this Subscription Agreement by providing the other party (the "breaching party") 10 days prior written notice ("Termination Notice") in the event the breaching party breaches this Subscription Agreement and such breach is not cured to the reasonable satisfaction of the non-breaching party within a reasonable period of time following notice of such breach. Beginning on the date the Agency receives from, or gives to, the Subscriber a Termination Notice ("Termination Date"), the Agency shall not approve any new applications affecting property within the legal boundaries of the Subscriber.

(B) In the event of any termination hereunder, and so long as the Agency has Obligations outstanding which are secured by pledged revenues derived from Financing Agreements relating to any properties within the jurisdiction or boundaries of the Subscriber, or the Agency has projects for Qualified Improvements underway therein, the applicable

provisions, authority and responsibility under this Agreement reasonably necessary to carry out the remaining aspects of the Program and responsibilities of Agency then underway, shall remain in effect and survive such termination until such time as those obligations and all associated remaining Program responsibilities are fulfilled (including, but not limited to the collection of assessments in due course).

SECTION 3.04. AMENDMENTS AND WAIVERS.

(A) Except as otherwise provided herein, no amendment, supplement, modification or waiver of this Subscription Agreement shall be binding unless executed in writing by the Subscriber and Agency.

(B) To the extent the Agency has no outstanding bonds, Obligations or other evidence of indebtedness, this Subscription Agreement may be amended or modified or provisions hereto waived upon the written consent of all parties hereto.

(C) To the extent the Agency has outstanding bonds, Obligations or other evidence of indebtedness arising from Financing Agreements relating to properties within the jurisdiction or boundaries of the Subscriber, this Subscription Agreement may not be amended or modified in any way that is materially adverse to holders of such bonds, Obligations or other evidence of indebtedness without the consent in writing of the holders of at least two-thirds (2/3) or more in principal amount of such bonds, Obligations or other evidence of indebtedness (exclusive of any warrants issued by the Agency) then outstanding, or any insurer duly authorized to provide such consent on behalf of such holders.

SECTION 3.05. NOTICES.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered (or confirmed electronic facsimile transmission) or mailed by registered or certified mail, postage prepaid, or sent by nationally recognized overnight courier (with delivery instructions for "next business day" service) to the parties at the following addresses:

Subscriber: David Dyess
City Manager
City of Stuart
121 Flagler Ave.
Stuart FL 34994

With a copy to: Michael Mortell
City Attorney
121 Flagler Ave.
Stuart FL 34994

Agency: Mike Moran
Executive Director
Florida PACE Funding Agency
c/o Southern Sky Energy
4411 Bee Ridge Rd., #134
Sarasota, Florida 34233

With a copy to: Program Counsel for the Florida PACE Funding Agency
P.O. Box 14043
Tallahassee, Florida 32317-4043

(B) Any of the parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or confirmed electronic facsimile transmission) or three days after the date mailed.

SECTION 3.06. QUALITY CONTROL AND COMMUNICATION. For quality control purposes the Agency and Subscriber desire, and the Agency covenants to develop, implement and employ policies, systems and procedures which are within industry standards; with such standards being reasonably expected to change and evolve over time. An ongoing positive and informal line of communication between staff and agents for the parties is encouraged. At any time, notwithstanding lack of default or lack of material breach hereunder, the Subscriber is encouraged to objectively and specifically communicate to the Agency in writing as provided for herein any concerns, suggestions or disapproval with performance, policies, systems or procedures being employed by the Agency. The Agency through its administrator, Executive Director, or a duly authorized designee, will promptly respond in writing to all such communications (reasonably within fifteen (15) days of receipt of any such written communication, but sooner if necessary) and follow-up accordingly; and, also promptly communicate any such response, follow-up, and all related communication to the Board of Directors for review.

SECTION 3.07. IMMUNITY; LIMITED LIABILITY.

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Subscription Agreement.

(B) The Subscriber and Agency are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, and this covenant of the parties hereto, the local governments who are either or both the incorporators or members of the Agency

shall not be held jointly liable for the torts of the officers or employees of the Agency, or any other tort attributable to the Agency, and that the Agency alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. The Subscriber and Agency acknowledge and agree that the Agency shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Subscription Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(C) Neither the Subscriber, nor the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency, except to the extent otherwise mutually and expressly agreed upon, and neither the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency have any authority or power to otherwise obligate either the Subscriber, the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency in any manner.

SECTION 3.08. BINDING EFFECT. This Subscription Agreement shall be binding upon the parties, their respective successors and assigns and shall inure to the benefit of the parties, their respective successors and assigns.

SECTION 3.09. SEVERABILITY In the event any provision of this Subscription Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 3.10. EXECUTION IN COUNTERPARTS. This Subscription Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 3.11. APPLICABLE LAW. The exclusive venue of any legal or equitable action that arises out of or relates to this Subscription Agreement shall be the appropriate state court in Lee County. In any such action, Florida law shall apply and the parties waive any right to jury trial.

SECTION 3.12. ENTIRE AGREEMENT. This Subscription Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, except as specifically set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have caused this Subscription Agreement to be duly executed and entered into as of the date first above written.

CITY OF STUART

(SEAL)

By: _____
David Dyess
City Manager

Attest:

_____
Mary Kindel
City Clerk

Approved as to form:

_____
Michael Mortell
City Attorney

IN WITNESS WHEREOF, the undersigned have caused this Subscription Agreement to be duly executed and entered into as of the date first above written.

THE FLORIDA PACE FUNDING AGENCY

(SEAL)

By: _____
Mike Moran, Executive Director

ATTEST:

_____
James Ley, Secretary

This instrument was prepared by or under the supervision of (and after recording should be returned to): Joseph P. Stanton Nelson Mullins, Broad and Cassel Bank of America Center 390 North Orange Avenue Suite 1400 Orlando, FL 32801-4961	(SPACE reserved for Clerk of Court)

LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT BETWEEN THE FLORIDA RESILIENCY AND ENERGY DISTRICT AND CITY OF STUART

This Limited Purpose Party Membership Agreement (the "Agreement") is entered into this ___day of _____, 20__ by and between the **FLORIDA RESILIENCY AND ENERGY DISTRICT ("FRED")**, a public body corporate and politic created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, and City of Stuart, a political subdivision of the State of Florida (the "City of Stuart") (collectively, the "Parties") for the purpose of providing a Property Assessed Clean Energy ("PACE") program within the legal boundaries of the City of Stuart.

W I T N E S S E T H

WHEREAS, pursuant to Section 163.08(1), Florida Statutes, the legislature determined that access to financing for certain renewable energy, energy efficiency and conservation and wind resistance improvements ("Qualifying Improvements") through voluntary assessment programs such as the PACE program provides a special benefit to real property by alleviating the property's burden from energy consumption and/or reducing the property's burden from potential wind damage; and

WHEREAS, in order to make such Qualifying Improvements more affordable and assist property owners who wish to undertake such improvements, the legislature also determined that there is a compelling state interest in enabling property owners to voluntarily finance such Qualifying Improvements with the assistance of local governments, through the execution of financing agreements and the related imposition of voluntary, non-ad valorem special assessments; and

WHEREAS, an Interlocal Agreement, dated September 6, 2016, as amended and supplemented from time to time (the "Interlocal Agreement") was entered into between the Town of Lake Clarke Shores, the City of Fernandina Beach, and any subsequent parties thereto (the "Public Agencies") and, in the limited capacity described therein, the Florida Development Finance Corporation ("FDFC" and, together with the Public Agencies, the "Parties"), for the purpose of facilitating the financing of Qualifying Improvements for properties located within FRED's aggregate legal boundaries via the levy and collection of voluntary non-ad valorem special assessments on improved property; and

WHEREAS, the **City of Stuart** agrees with such legislative determinations and finds that the financing of Qualifying Improvements through the PACE program provides a special benefit to participating real property within its legal boundaries; and

WHEREAS, the Parties to this Agreement desire to supplement the Interlocal Agreement to include the City of Stuart as a Limited Member, as such term is defined in the Interlocal Agreement, on the date last signed below.

NOW, THEREFORE, in consideration of the above recitals, terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

SECTION 1. DEFINITIONS. Any capitalized terms used in this Agreement, but not otherwise defined herein, shall have the meaning specified for such term in the Interlocal Agreement.

SECTION 2. PURPOSE. The purpose of this Agreement is to facilitate the financing of Qualifying Improvements through a PACE program, in accordance with Section 163.08, Florida Statutes, and provide an efficient process for real property owners within the legal boundaries of the City of Stuart to access the PACE program and permit FRED to administer the PACE program within such legal boundaries.

SECTION 3. RIGHTS OF PARTIES. FRED, together with its member Parties, and the City of Stuart, with the intent to be bound thereto, hereby agree that the City of Stuart shall become a Party to the Interlocal Agreement together with only those rights and obligations of Parties to the Interlocal Agreement as are necessary to fulfill the purposes described in this Agreement, including access to financing and processing of non-ad valorem special assessments by FRED, within the legal boundaries of the City of Stuart, as more specifically described below, and in accordance with federal, state, and local laws, rules, regulations, ordinances, and all operational program standards of the City of Stuart.

SECTION 4. INCORPORATION OF RECITALS AND LEVY OF SPECIAL ASSESSMENTS. The Parties hereby acknowledge and agree with each recital to this Agreement and incorporate such findings herein as their own. The non-ad valorem special assessments arising from a property owner's voluntary participation in the PACE program shall be levied by FRED on properties within the legal boundaries the City of Stuart and the receipt and distribution of any non-ad valorem special assessments imposed by FRED are purely ministerial acts.

SECTION 5. QUALIFYING IMPROVEMENTS. FRED may provide access to financing for Qualifying Improvements to real property within the legal boundaries of the City of Stuart, in accordance with Section 163.08, Florida Statutes, and subject to the terms of this Agreement, as well as applicable federal, state, and City of Stuart law.

SECTION 6. FINANCING AGREEMENT. Before extending any financing or subjecting any participating real property within the legal boundaries of the City of Stuart to the non-ad valorem special assessment authorized therein, FRED and FDFC, through their designees, shall, on a non-exclusive basis pursuant to the Section 163.08, Florida Statutes and this Agreement, enter into a financing agreement (the "Financing Agreement") with property owner(s) within the legal boundaries of the City of Stuart who qualify for financing through FRED. The Financing Agreement shall include a thorough explanation of the PACE financing process and specify at what point in the process the special assessment will be added to the real property's owner's property tax bills (after completion of the project(s), permit approval, and approval by the property owner).

SECTION 7. BOUNDARIES OF THE PACE PROGRAM. For the limited purposes of administering the PACE program and imposing non-ad valorem special assessments as described in this Agreement, the legal boundaries of FRED shall include the legal boundaries of the City of Stuart, which legal boundaries may be limited, expanded to reflect annexation, or more specifically designated from time to time by the City of Stuart by providing written notice to FRED. Upon execution of this Agreement and written request thereafter, the City of Stuart agrees to provide FRED the current legal description of the legal boundaries of the City of Stuart.

SECTION 8. ELIGIBLE PROPERTIES. Within the legal boundaries of the City of Stuart, improved real property, including any residential, commercial, agricultural and industrial use may be eligible for participation in the PACE program within the limits otherwise prescribed in Section 163.08, Florida Statutes.

SECTION 9. SURVIVAL OF SPECIAL ASSESSMENTS. During the term of this Agreement, FRED may levy voluntary non-ad valorem special assessments on participating properties within the legal boundaries of the City of Stuart to help secure the financing of costs of Qualifying Improvements constructed or acquired on such properties based on the finding of special benefit by the City of Stuart incorporated into Section 3 hereof. Those properties receiving financing for Qualifying Improvements shall be assessed by FRED until such time as the financing for such Qualified Improvement is repaid in full, in accordance with Section 163.08, Florida Statutes, and other applicable law. Notwithstanding termination of this Agreement or notice of a change in the legal boundaries of the City of Stuart as provided for herein, those properties that have received financing for Qualifying Improvements shall continue to be a part of FRED, until such time that all outstanding debt has been satisfied.

SECTION 10. TERM. This Agreement shall remain in full force and effect from the date of its execution by both Parties. Any Party may terminate this Agreement for convenience upon ninety (90) days' prior written notice ("Termination Notice") in accordance with the terms of the Interlocal Agreement. Beginning on the date FRED receives a Termination Notice from the City of Stuart ("Termination Date"), FRED shall not approve any new applications affecting property within the legal boundaries of the City

of Stuart referenced in the Termination Notice. Notwithstanding termination of this Agreement, however, property owners whose applications were approved prior to the Termination Date, and who received funding through the PACE program, shall continue to be a part of FRED, for the sole purpose of FRED imposing assessments for the repayment of such property's outstanding debt, until such time that all outstanding debt has been satisfied.

SECTION 11. CONSENT. This Agreement, together with the resolution by the governing board of the City of Stuart approving this Agreement, shall be considered the Parties' consent to authorize FRED to administer the PACE program within the legal boundaries of the City of Stuart, as required by Section 163.08, Florida Statutes.

SECTION 12. City of Stuart COORDINATOR. The [DEPARTMENT/OFFICE] within the City of Stuart shall serve as the City of Stuart's primary point of contact and coordinator. The City of Stuart will advise FRED of any changes to the City of Stuart's primary contact and coordinator within 30 days of such changes.

SECTION 13. CARBON OR SIMILAR CREDITS. To the extent permitted by law, in the event that the Financing Agreement or any other PACE agreement with the property owner provides for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to FRED, any such carbon or similar mitigation credits derived from properties within the legal boundaries of the City of Stuart, shall be shared in equal parts between FRED and the City of Stuart.

SECTION 14. LIMITED OBLIGATIONS. Neither FRED nor FDFC is authorized to issue bonds, or any other form of debt, on behalf of the City of Stuart without a separate interlocal agreement or other authority provided by State law. To the extent that FRED or FDFC issues PACE-related bonds under its own authority in connection with this Agreement, the security for such bonds may be secured by non-ad valorem special assessments imposed by FRED on participating properties within the legal boundaries of the City of Stuart. The issuance of such bonds shall not directly or indirectly or contingently obligate the City of Stuart to levy or to pledge any form of taxation whatever, or to levy ad valorem taxes on any property within their territorial limits to pay the bonds, and the bonds shall not constitute a lien upon any property owned by the City of Stuart. For any such bonds, the bond disclosure document, if any, shall include references to the fact that the City of Stuart is not an obligated party, and also adequately disclose material attendant risks with PACE programs.

SECTION 15. LIABILITY, INDEMNIFICATION AND SOVEREIGN IMMUNITY.

(A) City of Stuart and FRED are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign

immunity. Pursuant to Section 163.01(5)(0), Florida Statutes, and this covenant of the parties hereto, the local governments who are either or both the founders or members of FRED shall not be held jointly liable for the torts of the officers or employees of the FRED, or any other tort attributable to FRED, and that FRED alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. City of Stuart and FRED acknowledge and agree that FRED shall have all of the applicable privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. City of Stuart is completely independent of FRED. To the extent provided by law, FRED shall indemnify, defend and hold harmless City of Stuart from any and all damages, claims, and liability arising from the negligence or intentional misconduct of FRED relating to operation of the PACE program. Nothing in this Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(B) Neither City of Stuart, nor the local governments who are either or both the founders or members of the Agency, nor any subsequently joining or participating local government as members of FRED shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of FRED, the governing board of FRED or any other agents, employees, officers or officials of FRED, except to the extent otherwise mutually and expressly agreed upon, and neither FRED, the governing board of FRED or any other agents, employees, officers or officials of FRED have any authority or power to otherwise obligate either City of Stuart, the local governments who are either or both the founders or members of FRED, nor any subsequently subscribing or participating local government in the business of FRED in any manner.

(C) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Agreement.

SECTION 16. AGREEMENTS WITH TAX COLLECTOR AND PROPERTY APPRAISER. This Agreement shall be subject to the express condition precedent that FRED enter into separate agreement(s) with the tax collector and the property appraiser having jurisdiction over the legal boundaries of the City of Stuart, which shall provide for the collection of any non-ad valorem special assessments imposed by FRED within the legal boundaries of the City of Stuart. If required by the tax collector and property appraiser, the City of Stuart agrees to enter into those agreements as a third-party to facilitate the collection of the non-ad valorem special assessments imposed by FRED.

SECTION 17. OPINION OF BOND COUNSEL. FRED warrants, based on counsel's review of the bond validation judgment and the underlying bond documents that

the FDFC PACE program's structure complies with the bond validation judgment and the underlying bond documents.

SECTION 18. AGENTS OF FRED. FRED shall ensure that its agents, administrators, subcontractors, successors and assigns are, at all times, in compliance with the terms of this Agreement and applicable City of Stuart, state and federal laws.

SECTION 19. NOTICES. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, or by electronic mail, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to FRED:

The Florida Resiliency and Energy District
c/o Florida Development Finance Corporation
William "Bill" F. Spivey, Jr.
Executive Director
156 Tuskawilla Road, Suite 2340
Winter Springs, FL 32708
bspivey@fdfcbonds.com

and Issuer's Counsel with Nelson Mullins Broad and Cassel
Joseph Stanton, Esq.
Bank of America Center
390 North Orange Avenue
Suite 1400
Orlando, FL 32801-4961
407.839.4200 (t)
jstanton@nelsonmullins.com

If to City of Stuart:
David Dyess
City Manager, City of Stuart
121 Flagler Ave. Stuart FL 34994

With a copy to:
Michael Mortell
City Attorney, City of Stuart
121 Flagler Ave. Stuart FL 34994

SECTION 20. AMENDMENTS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this agreement and executed by the City of Stuart and FRED or other delegated authority authorized to execute same on their behalf.

SECTION 21. JOINT EFFORT. The preparation of this Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

SECTION 22. MERGER. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations, correspondence, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. ASSIGNMENT. The respective obligations of the Parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.

SECTION 24. THIRD PARTY BENEFICIARIES. None of the Parties intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement; provided, however, that counsel to the Parties may rely on this Agreement for purposes of providing any legal opinions required by the issuance of debt to finance the Qualifying Improvements.

SECTION 25. RECORDS. The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

SECTION 26. RECORDING. This Limited Purpose Party Membership Agreement shall be filed by FRED with the Clerk of the Circuit Court in the Public Records of the City of Stuart and recorded in the public records of the City of Stuart as an amendment to the lnterlocal Agreement, in accordance with Section 163.01(11), Florida Statutes.

SECTION 27. SEVERABILITY. In the event a portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

SECTION 28. EFFECTIVE DATE. This Agreement shall become effective upon the execution by both Parties hereto.

SECTION 29. LAW, JURISDICTION, AND VENUE. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the [First…Twentieth] Judicial Circuit in and for [NAME OF COUNTY], Florida, the United States District Court for the [Northern][Middle][Southern] District of Florida or United States Bankruptcy Court for the [Northern][Middle][Southern] District of Florida, as appropriate.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on this ____day of _____, 2020.

CITY OF STUART, FLORIDA

By: _____ Date _____

David Dyess
City Manager, City of Stuart

Approved as to form:

_____Date_____
Michael Mortell
City Attorney

Attest:

By: _____ _____
Mary Kindel, City Clerk
Date

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, _____ of the [INSERT PUBLIC AGENCY], Florida, who is personally known to me/has produced _____ as identification.

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

[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

WITNESS:

_____

_____

WITNESS:

_____

_____

FLORIDA DEVELOPMENT FINANCE CORPORATION on behalf of FLORIDA RESILIENCY AND ENERGY DISTRICT

By: _____

William "Bill" F. Spivey, Jr.
Executive Director

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by William "Bill" F. Spivey, Jr., Executive Director of the Florida Development Finance Corporation, who is personally known to me/has produced _____ as identification.

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

(SEAL)

MEMBERSHIP AGREEMENT
BETWEEN THE
GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT
AND _____

This Membership Agreement (the "Membership Agreement") is entered into this ___day of _____, 20__ by and between the Green Corridor Property Assessment Clean Energy (PACE) District, a public body corporate and politic (the "Green Corridor"), and _____, Florida, a municipal corporation of the State of Florida (the "City") (collectively, the "Parties") for the purpose of providing a PACE program within the City.

RECITALS

WHEREAS, on August 6, 2012, the Green Corridor was created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, to finance qualifying improvements in accordance with Section 163.08, Florida Statutes; and

WHEREAS, on _____, the City adopted Resolution No. _____ agreeing to join the Green Corridor as a non-voting member in order to finance qualifying improvements in the City in accordance with Section 163.08, Florida Statutes; and

WHEREAS, the Parties have determined that entering into this Membership Agreement is in the best interest and welfare of the property owners within the Green Corridor and City.

NOW, THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

Section 1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.

Section 2. Purpose. The purpose of this Membership Agreement is to facilitate the financing of qualifying improvements for property owners within the City in accordance with Section 163.08, Florida Statutes, by virtue of the City's joining the Green Corridor as a non-voting member and utilizing the Green Corridor's existing program (the "Program").

Section 3. Qualifying Improvements. The City shall allow the Green Corridor to provide financing of qualifying improvements, as defined in Section 163.08, Florida Statutes, on properties within the City.

Section 4. Non-Exclusive. The Green Corridor Program is non-exclusive, meaning the City specifically reserves the right to join any other entity providing a similar program under Section 163.08, Florida Statutes, or create its own program under Section 163.08, Florida Statutes.

Section 5. Program Guidelines. The Parties agree that, unless the City desires to implement its own local program guidelines as described below, the Program to be offered in the City will be wholly governed by the Green Corridor's Program Guidelines. If the City desires to implement its own local program guidelines, it may do so upon sixty (60) day's written notice to the Green Corridor. Any such local program guidelines can be amended and changed only by the authorized designee of the City. These local program guidelines shall be consistent with the

Green Corridor's guidelines. The City may adopt more restrictive guidelines than that of the Green Corridor. However, if there is a conflict between the Green Corridor's guidelines and the City's guidelines, the Green Corridor's guidelines shall control.

Section 6. Boundaries. Pursuant to this Membership Agreement, the boundaries of the Green Corridor shall include the legal boundaries of the City, which boundaries may be limited, expanded, or more specifically designated from time to time by the City by providing written notice to the Green Corridor. As contemplated in the Interlocal Agreement (as defined in Section 8) and as supplemented by this Membership Agreement, the Green Corridor will, on a non-exclusive basis, levy voluntary non ad valorem special assessments on the benefitted properties within the boundaries of the City to help finance the costs of qualifying improvements for those individual properties. Those properties receiving financing for qualifying improvements shall be assessed from time to time, in accordance with Section 163.08, Florida Statutes and other applicable law. Notwithstanding termination of this Membership Agreement or notice of a change in boundaries by the City as provided for above, those properties that have received financing for qualifying improvements shall continue to be a part of the Green Corridor, until such time that all outstanding debt has been satisfied.

Section 7. Financing Agreement. The Parties agree that the Green Corridor may enter into a financing agreement, pursuant to Section 163.08, Florida Statutes, with property owner(s) within the City who obtain financing through the Green Corridor.

Section 8. Amended and Restated Interlocal Agreement. The Parties agree that the City shall be subject to all terms, covenants, and conditions of the Amended and Restated Interlocal Agreement recorded in the Official Records of Miami-Dade County at Official Records Book 28217, Page 0312, which created the Green Corridor (the "Interlocal Agreement"). In the event of any conflict between the Interlocal Agreement and this Membership Agreement, this Membership Agreement shall control the rights and obligations of the City.

Section 9. Responsibilities of the Green Corridor; Indemnification. The Green Corridor shall be solely responsible for all matters associated with origination, funding, financing and administration of each of the Green Corridor's authorized non-ad valorem assessments, including responding to any complaints or inquiries by participants, tax certificate holders, lenders or others relating to the Program's special assessments, the Program's financing agreements, the Program's qualifying improvements, or any other aspect of the Program. The Parties understand that indemnification of the Green Corridor members is provided for in Section 16 of the Interlocal Agreement, and that such provisions shall apply to the City. In addition to the indemnification provided pursuant to the Interlocal Agreement, the Green Corridor will directly indemnify and hold harmless the City, its respective officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with performance or nonperformance by the Green Corridor, its officers, contractors and agents for all matters associated with origination, funding, financing and administration of each of the Green Corridor's authorized non-ad valorem assessments, including responding to any complaints or inquiries by participants, tax certificate holders, lenders or others relating to the Program's special assessments, the Program's financing agreements, the Program's qualifying improvements, or any other aspect of the Program. This grant of indemnification shall not be deemed or treated as a waiver by the Green Corridor of any immunity to which it is entitled by

law, including but not limited to the District's sovereign immunity as set forth in Section 768.28, Florida Statutes. This Section shall survive termination of this Agreement.

Section 10. Agreements with Tax Collector, Property Appraiser and Municipalities. The Green Corridor acknowledges that the City has no authority to bind the County Tax Collector and the County Property Appraiser, and the Green Corridor will be required to enter into separate agreement(s) with the County Tax Collector and/or the County Property Appraiser, which shall establish the fees (if any) to be charged by the Tax Collector and Property Appraiser for the collection or handling of the Program's special assessments.

Section 11. Resale or Refinancing of a Property. The Green Corridor recognizes that some lenders may require full repayment of the Program's special assessments upon resale or refinancing of a property subject to the Program's special assessments. The Green Corridor agrees to provide written disclosure of this matter to all City property owners that may utilize the Program.

Section 12. Term. This Membership Agreement shall remain in full force and effect from the date of its execution by both Parties. Any Party may terminate this Membership Agreement upon ninety (90) days prior written notice.

Section 13. Consent. This Membership Agreement and any required resolution or ordinance of an individual Party shall be considered the City's consent to joining the Green Corridor and participation therein, as required by Section 163.08, Florida Statutes.

Section 14. Voting Rights. The Parties agree that the City shall be a non-voting member of the Green Corridor for the term of this Membership Agreement.

Section 15. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Green Corridor:
Paul Winkeljohn, Executive Director
Green Corridor
5385 Nob Hill Rd.
Sunrise, FL 33351

Subscriber: David Dyess
City Manager
City of Stuart
121 Flagler Ave. Stuart FL 34994

With a copy to: Michael Mortell
City Attorney
121 Flagler Ave. Stuart FL 34994

_____	_____
_____	_____
_____	_____

Section 16. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto.

Section 17. Joint Effort. The preparation of this Membership Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 18. Merger. This Membership Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Membership Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration, or modification in the terms and conditions contained herein shall be effective unless contained in a written document, executed with the same formality, and of equal dignity herewith by all Parties to this Membership Agreement.

Section 19. Assignment. The respective obligations of the Parties set forth in this Membership Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.

Section 20. Records. The Parties shall each maintain their own respective records and documents associated with this Membership Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

Section 21. No Third Party Beneficiaries. It is the intent and agreement of the Parties that this Agreement is solely for the benefit of the Parties and no person not a party hereto shall have any rights or privileges hereunder.

Section 22. Severability. In the event a portion of this Membership Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

Section 23. Venue. The exclusive venue of any legal or equitable action against the City that arises out of or relates to this Membership Agreement shall be the appropriate state court in Miami-Dade County.

Section 24. Effective Date. This Membership Agreement shall become effective upon the execution by the Parties hereto.

[This space intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the day first written above.

ATTEST:

GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT

By: _____
District Secretary

By: _____
Executive Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Weiss Serota Helfman
Cole & Bierman P.L., District Attorney

ATTEST:

THE CITY OF _____, FLORIDA

By: _____
David Dyess, City Manager, City of Stuart

By: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

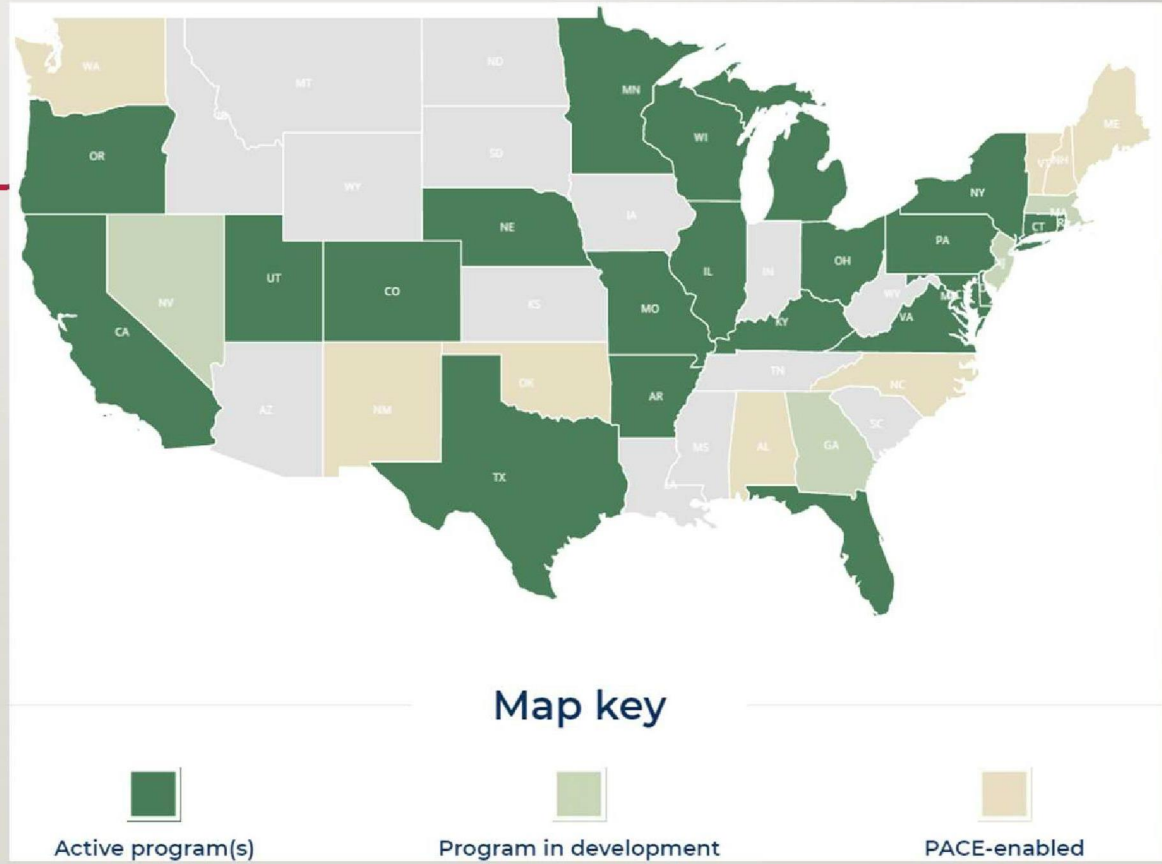
By: _____
Michael Mortell, City Attorney

[SIGNATURE PAGE TO MEMBERSHIP AGREEMENT]

THE STATE OF PACE

PACE PROGRAMS NATIONALLY

PACE-enabling legislation is active in 37 states plus D.C., and PACE programs are now active (launched and operating) in 22 states plus D.C.



2

RESIDENTIAL PACE NATIONALLY

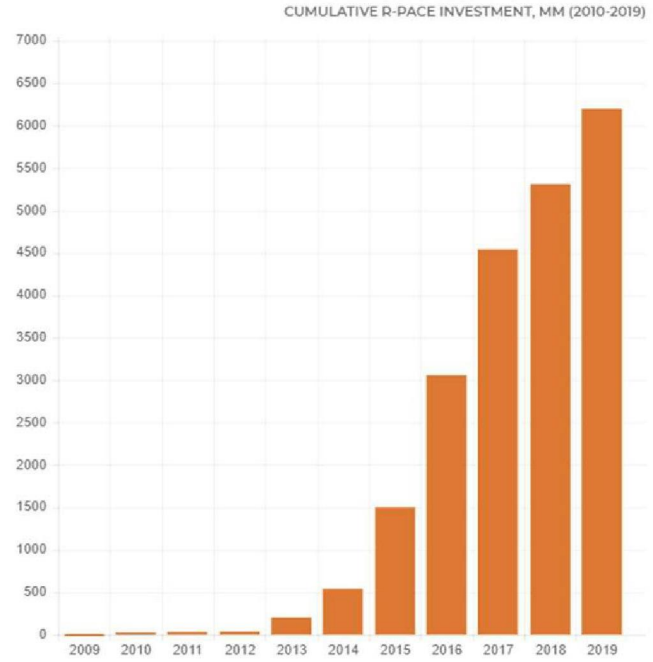
$6,200
investment (MM)

280,000
home upgrades

108,000
jobs created

R-PACE INVESTMENT BY PROJECT TYPE

- Energy & water efficiency (70%)
- Renewable energy (21%)
- Resiliency (9%)



COMMERCIAL PACE NATIONALLY

KEY FACTS AND FIGURES

STATE OF FLORIDA

HISTORIC ASSESSMENT PERFORMANCE

PROJECTS FINANCED

FUNDED PROJECTS
50,000+

FUNDED VOLUME
$1,125,000,000

PROJECT DISTRIBUTION

RENEWABLE ENERGY
6%

ENERGY EFFICIENCY
27%

WIND RESISTANCE
67%

ENVIRONMENTAL AND ECONOMIC IMPACT

JOBS CREATED
21,800

ECONOMIC STIMULUS
$2.1 Billion

LIFETIME CO_2 REDUCED (tons)
542,000

PROPERTY INSURANCE SAVINGS
$1.2 Billion

Avg. Residential Project Size	$20,779
Avg. Residential Interest Rate	7.4%
Avg. Residential Term	19.4 years
Avg. Residential Annual Payment	$2,208
Avg. Monthly Payment Equivalent	$184
Avg. PACE Loan-to-Value (LTV) Ratio	7.5%
Avg. Combined PACE + Mortgage LTV Ratio	61.5%
Customer Satisfaction Rate	98.1
Initial Complaint Rate (Contractor)	1.3%
Initial Complaint Rate (PACE)	0.6%
Resolved Complaints (ITD)	92%
Open Complaints Awaiting Resolution (as a % of all projects)	<0.2%

Note: data above representative of the majority of R-PACE transactions in Florida

FPFA PARTICIPATING COUNTIES (36 COUNTIES)

Alachua County
Brevard County
Broward County
Charlotte County
Citrus County
Clay County
Flagler County
Gadsden County (1)
Gulf County
Hillsborough County (2)
Holmes County
Jackson County
Jefferson County
Manatee County
Marion County
Martin County
Monroe County
Nassau County
Osceola County
Palm Beach County
Pinellas (1)
Sarasota County
Suwannee County
Walton County

Collier County (1)
- Naples (3)
- Unincorporated area

Escambia County
- Pensacola (3)

Lee County
- Bonita Springs
- Cape Coral
- Fort Myers

Lake County
- Leesburg (1)

Levy County
- Bronson
- Inglis
- Williston
- Unincorporated Area

Manatee County
- Bradenton
- Bradenton Beach
- Palmetto
- Longboat Key
- Unincorporated Area

Miami-Dade County
- Aventura
- Cutler Bay
- Doral
- El Portal
- Hialeah
- Miami
- Miami Beach
- Miami Gardens
- Miami Springs
- North Miami
- North Miami Beach
- Pinecrest
- Surfside
- West Miami
- Unincorporated Area

Orange County
- Apopka
- Orlando
- Winter Garden (1)
- Winter Park

Pasco County
- Unincorporated area

Polk County
- Haines City
- Lake Wales

Seminole County
- Longwood
- Oviedo
- Sanford

Volusia County
- Daytona Beach
- Daytona Beach Shores
- Edgewater
- New Smyrna Beach
- Port Orange

(1) Commercial only
(2) Unincorporated area only
(3) Residential and Commercial

BASICS OF PACE

- PACE (Property Assessed Clean Energy) is a financing mechanism used for energy efficiency, renewable energy, and wind mitigation upgrades to properties.

- PACE financing is repaid as a non-ad valorem special assessment on the property's regular tax bill, and is processed the same way as other local public benefit assessments such as neighborhood improvement or special taxing districts.

FL STATUTE 163.08: AUTHORIZING A LOCAL GOVERNMENT TO LEVY NON-AD VALOREM ASSESSMENTS TO FUND CERTAIN IMPROVEMENTS FOR ENERGY EFFICIENCY, RENEWABLE ENERGY AND WIND MITIGATION

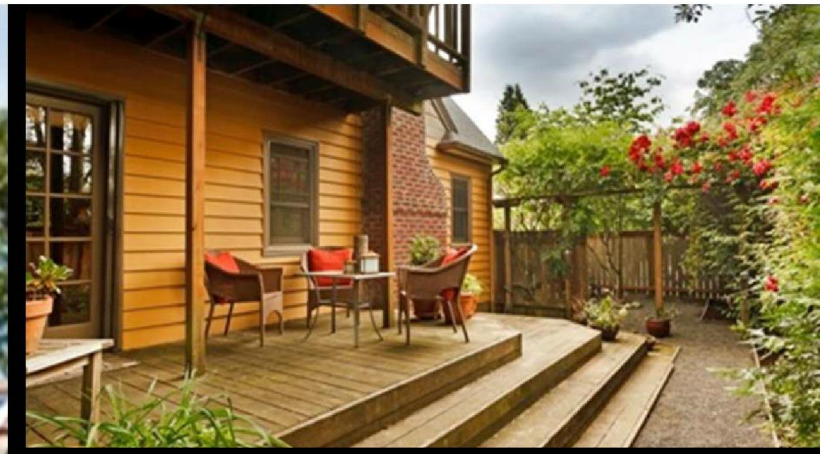
- Improved property retrofitted with energy-related qualifying improvements receives the benefit of reducing the property's energy consumption.
- Improved property retrofitted with wind resistance qualifying improvements receives the benefit of reducing the property's burden from potential wind damage.
- Installation and operation of qualifying improvements not only benefit the affected properties, but also assist in fulfilling the goals of the state's energy and hurricane mitigation policies.
- In order to make qualifying improvements more affordable and assist property owners who wish to undertake such improvements, the Legislature finds that there is a compelling state interest in enabling property owners to voluntarily finance such improvements with local government assistance.

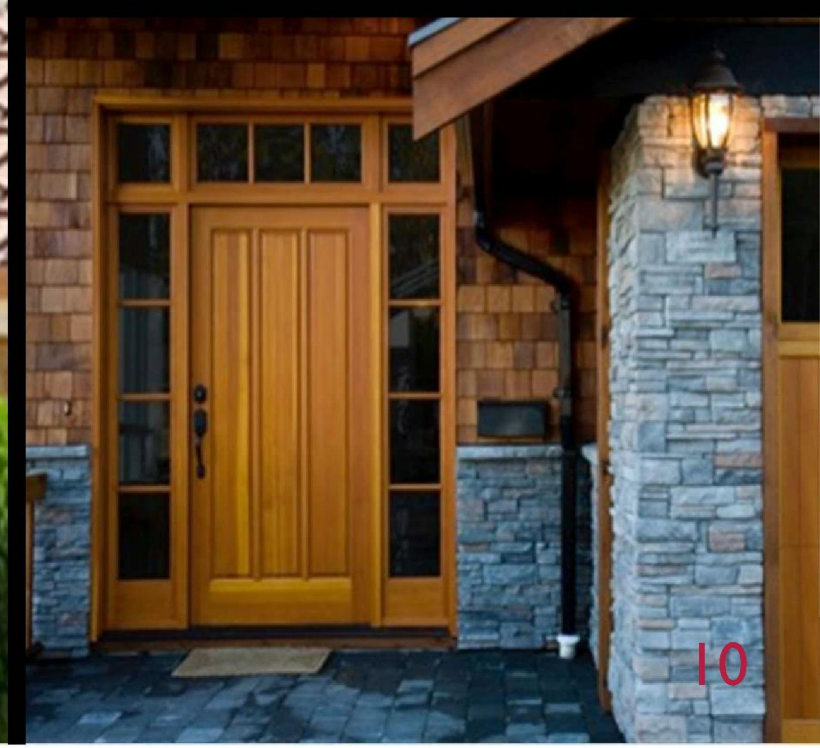
TYPES OF PROPERTIES

- Single Family Residential
- Multi-Family
- Retail/Office Space
- Assisted Living Facilities & Senior Living Centers
- Industrial
- Agricultural
- Hospitality
- Non-profits/Churches

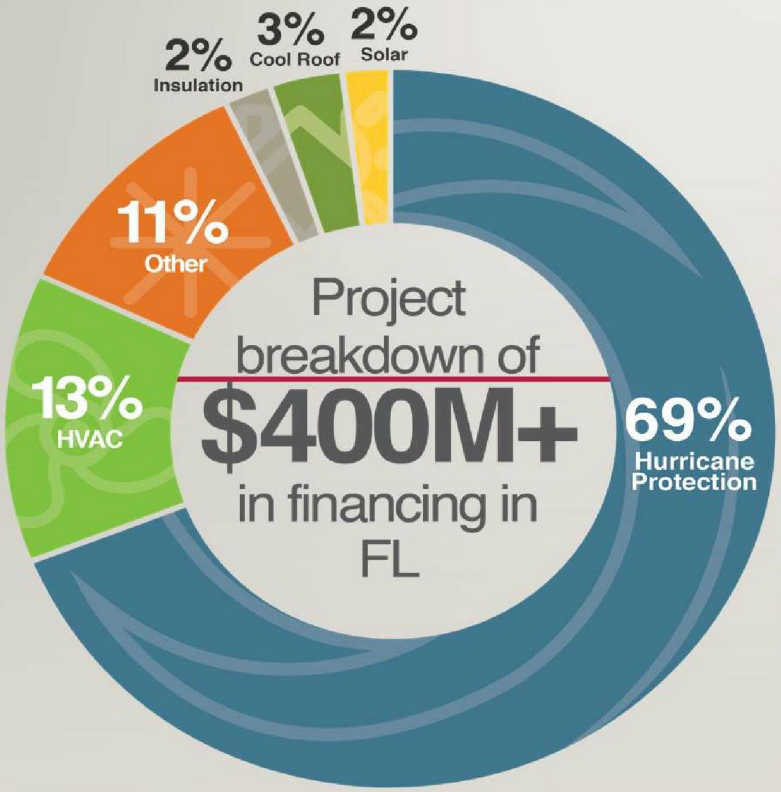
TYPES OF IMPROVEMENTS

- IMPACT WINDOWS & DOORS
- ROOFING
- HVAC: HEATING & COOLING
- SOLAR PANELS & STORAGE
- BACKUP POWER GENERATORS
- LIGHTING
- INSULATION
- WATER HEATERS
- POOL PUMPS & POOL HEATERS





PROJECT BREAKDOWN AND ECONOMIC DEVELOPMENT IMPACTS



- Job creation: estimated that every $1M worth of funded project activity results in creation of **15 new jobs** through local contractors (this number was confirmed in Charlotte County)
- Economic Competitiveness: Enable local businesses to reduce operating (energy) and insurance costs of their real estate and utilize net savings to reinvest in their businesses
- Attracting New Business: PACE as a catalyst to enable businesses to conserve equity, cash and debt that may be better spent on other business / property attributes

PACE ASSESSMENTS

- **Voluntary** non-ad valorem assessment
- Annual installment on property tax bill (no discount on PACE assessment)
- Assessment is attached to the property, not the property owners' credit
- Repaid over a fixed term at a fixed interest rate with the term never to exceed the useful life of the improvement
- No pre-payment penalty (residential)
- Uniform Method of Collection Agreement with Tax Collector for placement & fee

BENEFITS TO RESIDENTIAL PROPERTY OWNERS

PACE covers up to 100% upfront cost. Not credit based.

Financing terms up to 30 years with fixed, single digit interest rates. Affordable payments.

Interest rates based on selected repayment term, not on borrower's financial profile or project size.

Available to residential, commercial, homestead not required.

Potential to reduce utility bills and realize savings on property insurance.

Can be combined with utility, local and federal incentive programs.

BENEFITS TO COMMERCIAL PROPERTY OWNERS

Treated as an expense versus capital expenditure, accelerating energy asset and qualified building upgrades with no ROI threshold to meet.

Preserves capital.

Significantly lowers direct and indirect operating and maintenance costs.

Creates an immediate and meaningful increase in property value.

Tenants experience reduced energy costs and increased comfort.

Assists with business retention and expansion.

BENEFITS TO LOCAL GOVERNMENTS

- Environmental benefits, and helps local governments achieve sustainability goals.
- Structural hardening of properties to protect against wind damage.
- Improves building stock and creates local jobs for contractors.
- No cost or liability to the government and no public funds are used.

PROPERTY OWNER FAQS

- Property taxes are legally transferable upon sale; however, mortgage lenders may require full repayment of the PACE assessment upon sale or refinancing. PACE assessments can be paid off in full with no penalty for residential property owners.

- PACE financing payments can be added to a mortgage escrow account, but this does not happen automatically. To increase escrow account reserves, property owners must contact their mortgage lender or servicer and provide them with a copy of the final closing statement.

BEST PRACTICES TO ENSURE MISSION OF STATE STATUTE

PROTECTION	PACE
Product Performance Requirements	✓
Contractor Performance and Training Requirements	✓
Fair pricing Requirements	✓
Permit and Inspection Requirements	✓
Funding only Provided after Homeowner Signs-off	✓
Dispute Resolution	✓
Confirmed Terms Call for All Customers	✓
Property Owner's 3-Day Right to Cancel	✓

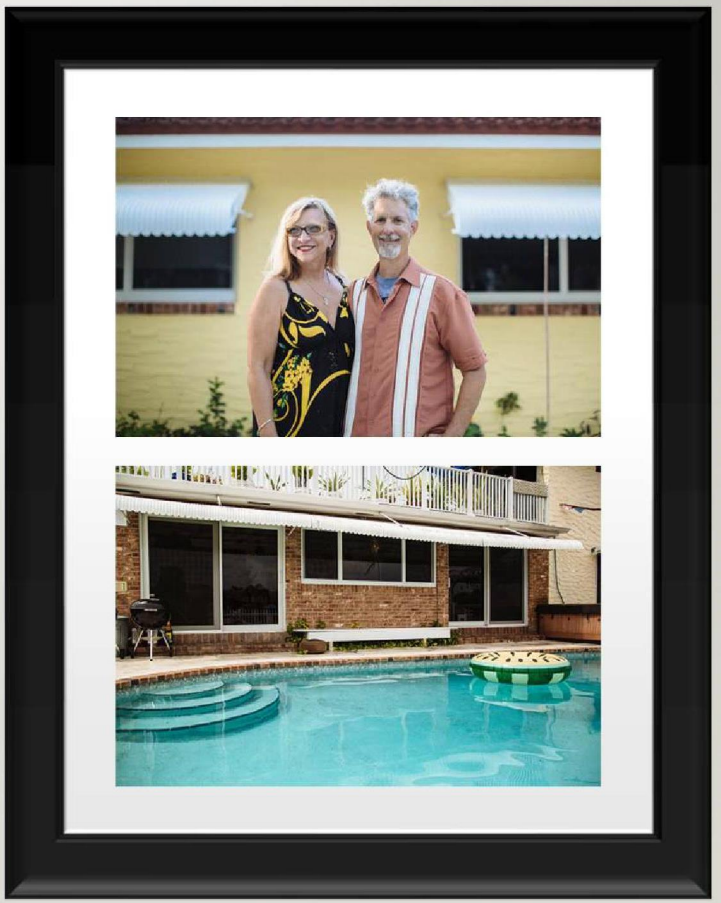
COASTAL FLORIDA PROPERTY OWNER

IMPACT RESISTANT WINDOWS & DOORS, HVAC, POOL WATER HEATER, TANKLESS WATER HEATER

$300 MONTHLY ENERGY SAVINGS
$7,000 ANNUAL PROPERTY INSURANCE SAVINGS

- "We had all the hurricane windows and doors put in, a new tankless gas hot water heater, a new central air conditioning system and we had a new energy saving heater for our pool. I am now **saving $7,000 per year on insurance plus around $300 dollar a month in our electric bill"**

– Joy Miller, Residential Property Owner



SOUTHERN OAKS REHABILITATION & NURSING CENTER
PENSACOLA, FL

Project: Impact Windows, Impact Roof & Elevators
PACE Transaction: $527,860 –25 Years
Property: Assisted Living Facility

Built in 1978, the Southern Oaks Rehabilitation & Nursing Center replaced the original roof and 267 windows to conform with updated Florida Building Code and help reduce insurance premiums. In addition, the owner upgraded elevators to modernize the building and decrease energy usage.

HILTON OCALA
OCALA, FL

Project: HVAC Chiller Financing
PACE Transaction: $634,995 –30 Years
Property: Hospitality

Located near Ocala International Airport and Paddock Mall, this 196-room full-service Hilton hotel completed a chiller replacement using PACE financing. The owner expects to save nearly $700,000 over the useful life of the improvement.

3X Factor for Energy Efficiency Investments: $1M to $3.7M through PACE

CounterpointeSRE

CASE STUDY:
VICTORIA NURSING

The Victoria Nursing and Rehabilitation Center, a medical care facility located just two miles west of downtown Miami, partnered with CounterpointeSRE to make their growing facility as safe and comfortable as possible for residents through a number of energy efficient and resiliency infrastructure upgrades financed through a $3.7 million PACE assessment.

The improvements include an upgraded HVAC system designed by Trane Inc. as well as the installation of a new standby emergency generator. The new standby emergency generator brings the facility into compliance with Florida's Mandatory Generator Rule for nursing homes and assisted living facilities that was signed into law in 2018.

ALF / NURSING HOME

PROJECT

Development Stage:
Retrofit

Property City:
Miami, FL

Developers:
Victoria Partners/ Victoria Towers

Energy Services Provider:
Trane Inc.

IMPROVEMENTS

- [x] (2) HVAC including automation
- [x] Mini-Split Air Conditioner
- [x] Centrifugal Chiller
- [x] Cooling Tower
- [x] Standby Emergency generator
- [x] Wind Resistant Windows

955 NW 3rd Street
Miami, Florida

PROPERTY DETAILS

Property Name:
Victoria Nursing & Rehabilitation Center

Property Type:
Skilled Nursing Facility

8 Floors

312 Beds

BENEFITS

- [x] 100% project financing
- [ ] Increase Leverage
- [ ] Pass through expense
- [x] Fully non-recourse
- [ ] Combine with tax credits
- [x] Retain utility rebates & incentives

"Counterpointe's PACE program has enabled our team to engage in a project that maximizes both the energy efficiency of our facility as well as the comfort and safety of our residents. There's a benefit to the property owner, environment and community."

Richard Stacey
President
Victoria Towers, Inc.

THE CHALLENGE

Return on Investment Realized by Tenants, not the Owner: Tenants benefit from the reduced utility costs, creating split incentive for the owner who will not realize lower operating costs for their investment.

Preserve Capital Budget: Owner wishes to upgrade property only utilizing the operating budget in order to preserve capital budget.

Need Funds Quickly: Energy efficiency upgrade has been approved and project ready to start within weeks.

THE SOLUTION

Non-Ad Valorem Assessment paid by Tenants: Through CounterpointeSRE Program PACE financing, an assessment was placed on the property to be repaid annually. Under lease structure, the tenants will pay the annual installment as a line item on the property tax bill. As utility savings accrue months before the annual repayment on the property tax bill, tenants reap the financial benefit from the energy saving improvements. In addition, the estimated annual utility savings from the energy improvements exceed the annual installment, meaning that tenants also reduce their annual operating costs.

Low Annual Installment: Through capital with low cost and long term, the annual installment falls within operating budget and preserves capital for other acquisitions or capital expenditures.

Quick and Easy Financing: Application received and disbursement wired in 39 days, even with November and December holidays within those 39 days. If desired financing had been less than $1 million, then project would have been faster as no financials or appraisal are required for project that qualify for CounterpointeSRE's C-PACE 1 Program.

$3,168,004.32
15YR TERM FIXED RATE C-PACE FINANCING

Orange Park Mall
Orange Park, Florida

PACE AND POST-COVID19 TRANSITION: CONFLUENCE OF MARKET + ENVIRONMENTAL CONSTRAINTS

Source: https://www.noaa.gov/media-release/busy-atlantic-hurricane-season-predicted-for-2020

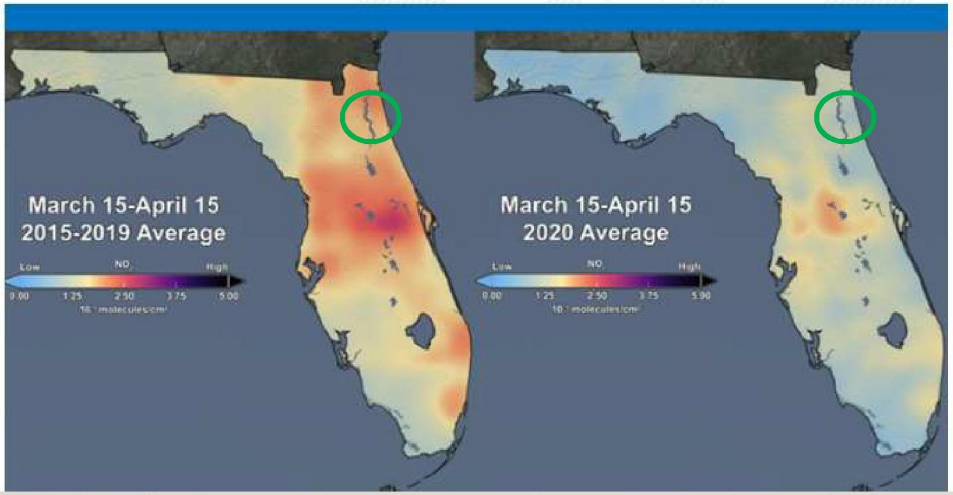
- Property owners in a coastal county are more at risk for windstorm events and compelled to meet the higher standards of wind resistance demanded by property insurance providers and mortgage providers
- COVID19 is diminishing available credit (ex. HELOCs) and cash for critical home improvement projects
- PACE is a financially viable solution that solves affordability constraint and can reduce insurance premiums by 25 – 50%

PACE AND POST-COVID19 TRANSITION: OPPORTUNITY TO IMPROVE THE ENVIRONMENT AND HEALTH OF THE COMMUNITY

NASA: Coronavirus has drastically improved Florida's air quality

–

Scientists around the world have reported similar phenomena, as billions of people stay home.



Source: https://www.wtsp.com/article/tech/science/environment/florida-air-quality-improves-coronavirus/67-28fe6f1f-4c6a-4a77-b43a-c76becd5f0a1

- PACE can enable the property improvements that reduce energy spend and consumption that contributes to a better environmental quality for us all
- COVID19 has provided communities a preview of the environmental and health benefits of a clean-energy economy

Contact Information:

Devesh Nirmul
Vice President
Counterpointe Sustainable Real Estate
(407) 328-4009 x4074
dnirmul@counterpointees.com

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/9/2020 **Prepared by:** Ben Hogarth

Title of Item:

ADOPTING A SUSTAINABILITY ACTION PLAN FOR THE CITY OF STUART (RC):

RESOLUTION No. 135-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING A SUSTAINABILITY ACTION PLAN (SAP); CREATING A GREEN TASK FORCE COMPRISED OF STAFF MEMBERS TO PRIMARILY ASSESS THE PROGRESS OF PLAN IMPLEMENTATION; AUTHORIZING THE CITY MANAGER IN COLLABORATION WITH THE GREEN TASK FORCE AND COMMUNITY PARTNERS TO PURSUE POLICIES, PROGRAMS, AND PROJECTS FURTHERING PLAN GOALS AND OBJECTIVES; PROVIDING FOR A COMPREHENSIVE REVIEW WITHIN 5 YEARS OF PLAN ADOPTION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart proclaimed the year 2020 as the "Year of Climate Action" whereas the City publicly announced that it will undertake a new sustainability initiative to address its environmental vulnerability and any opportunities to mitigate such vulnerabilities through adaptation and resiliency measures.

In October 2019, an interim Sustainability Committee was formed for the purpose of evaluating short and long-term strategic goals and objectives relating to (environmental) sustainability. This committee was comprised of a voluntary, multi-discipline and multi-role group of staff from several City departments. The group convened regularly to examine current environmental management practices while identifying opportunities for improving sustainability within the City. The committee's recommendations are summarized in this plan. A short-term target date of 2025 is reflected in the plan as a point in time when the recommended actions within the document should be fully reviewed and revised for the future, but ideally, progress reports would be conducted periodically in the interim.

While this plan primarily addresses municipal programs and policies, it is implied that a sustainable city is a product of the entire community, working collaboratively while coordinating its efforts with neighboring municipalities, regions, and the world at large.

Both the City's Strategic Plan and the Comprehensive Plan include broad goals and policy priorities related to sustainability. The Sustainability Action Plan (SAP) identifies achievable and timely actions within seven focus areas (branches).

Funding Source:

N/A

Recommended Action:

Motion to approve Resolution 135-2020

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R135-2020 Adopting a Sustainability Action Plan for the City of Stuart	10/27/2020	Resolution add to Y drive
🗋	R135-2020 City of Stuart Sustainability Action Plan	10/27/2020	Attachment

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 135-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING A SUSTAINABILITY ACTION PLAN (SAP); CREATING A GREEN TASK FORCE COMPRISED OF STAFF MEMBERS TO PRIMARILY ASSESS THE PROGRESS OF PLAN IMPLEMENTATION; AUTHORIZING THE CITY MANAGER IN COLLABORATION WITH THE GREEN TASK FORCE AND COMMUNITY PARTNERS TO PURSUE POLICIES, PROGRAMS, AND PROJECTS FURTHERING PLAN GOALS AND OBJECTIVES; PROVIDING FOR A COMPREHENSIVE REVIEW WITHIN 5 YEARS OF PLAN ADOPTION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City Commission of the City of Stuart proclaimed 2020 as the "Year of Climate Action" and announced it would undertake a sustainability initiative to address environmental vulnerability while identifying opportunities for adaptation and resiliency; and

WHEREAS, the City is equally committed to preserving its future as a desirable community, and to the sustainable conservation of natural resources for current and future generations alike; and

WHEREAS, the City recognizes that coastal communities like Stuart and the ecosystems that support them are increasingly threatened by the impacts of climate change and sea level rise; that without significant reductions in global greenhouse gas emissions and regional adaptation measures,

these communities are expected to suffer financial impacts as chronic high-tide flooding leads to higher costs and lower property values; and

WHEREAS, the City has as a chief priority, water quality restoration and the preservation of its natural resources, which are threatened by expanding human development and unmitigated climate impacts to aquatic life; and

WHEREAS, the City desires to conserve and manage resources more efficiently, invest in technologies of the future, and provide for an open path to renewable energy infrastructure within the City; and

WHEREAS, the City can further reduce pollution and waste citywide by pursuing policies that increase waste diversion and limit plastic consumption; and

WHEREAS, the City supports efforts to promote green building and adapting the built environment to future conditions while attracting sustainable industries and businesses to Stuart in order to perpetuate sustainable development; and

WHEREAS, the City acknowledges rapid advancements in transportation and mobility industries, and desires to collaborate with transportation planning organizations and other regional partners in improving infrastructure to adapt to growing innovation and need; and

WHEREAS, it is the sense of the City Commission of the City of Stuart that the incorporation of sustainability into all future city policymaking decisions, and the advocacy of legislative reform at the state and federal levels of government is in the best interests of current and future generations of the citizens of the City of Stuart.

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

SECTION 1: The City Commission of the City of Stuart, Florida authorizes the adoption of a Sustainability Action Plan and authorizes the creation of a Green Task Force comprised of key staff members to primarily assess the implementation of recommended actions of the plan.

SECTION 2: The City Commission further authorizes the City Manager to pursue policies, programs, and projects furthering plan goals and targets in collaboration with the Green Task Force, subject matter experts, and other community members and partners.

SECTION 3: A comprehensive review of the Sustainability Action Plan shall be conducted within 5 years of plan adoption to include further actionable recommendations and funding strategies by the Green Task Force in the facilitation of plan goals and objectives.

SECTION 4: This resolution shall take effect upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				

ADOPTED this ___ day of _____, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

City of Stuart

Sustainability Action Plan

September 2020

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Executive Summary

The City of Stuart proclaimed the year 2020 as the "Year of Climate Action" whereas the City publicly announced that it will undertake a new sustainability initiative to address its environmental vulnerability and any opportunities to mitigate such vulnerabilities through adaptation and resiliency measures.

In October 2019, an interim Sustainability Committee was formed for the purpose of evaluating short and long-term strategic goals and objectives relating to (environmental) sustainability. This committee was comprised of a voluntary, multi-discipline and multi-role group of staff from several City departments. The group convened regularly to examine current environmental management practices while identifying opportunities for improving sustainability within the City. The committee's recommendations are summarized in this plan. A short-term target date of 2025 is reflected in the plan as a point in time when the recommended actions within the document should be fully reviewed and revised for the future, but ideally, progress reports would be conducted periodically in the interim.

While this plan primarily addresses municipal programs and policies, it is implied that a sustainable city is a product of the entire community, working collaboratively while coordinating its efforts with neighboring municipalities, regions, and the world at large.

Both the City's Strategic Plan and the Comprehensive Plan include broad goals and policy priorities related to sustainability. The Sustainability Action Plan (SAP) identifies achievable and timely actions within seven focus areas (branches).

Historic Overview

The City of Stuart, encompassing less than 6.5 square miles of land and home to about 17,000 persons, is a small paradise on the Treasure Coast of Florida. Named *America's Most Beautiful City* in 2008 by America In Bloom, Stuart's charm is largely based on its quaint, historic downtown, and upon its natural beauty and peaceful urban environment. It is also a renowned boating and fishing haven with easy access to the Saint Lucie River and the Atlantic Ocean. Stuart is also treasured as the S*ailfish Capital of the World.* For these reasons and many more, the environment is a driving motivator in decision making on behalf of residents, businesses, and visitors.

Stuart has taken steps to become more sustainable and address energy efficiency over the last several years while still remaining America's Happiest Seaside City, an award bestowed by Coastal Living magazine in 2016. Ongoing efforts to cultivate a sustainable community include: Septic to sewer conversions; design and construction of an alternative water supply system; stormwater improvement and retrofit programs; wetlands projects for natural water filtration and water detention; Florida Friendly landscaping programs; a community garden; outdoor & indoor efficient LED lighting conversion; enhanced bicycle lanes; healthy walking trail; and a solar canopy with charging stations.

Plan Purpose

The Sustainable Action Plan (SAP) is intended to function as a guide towards implementing proactive measures across seven focus areas which will enable the City of Stuart to operate without compromising its ability to meet the needs of future generations. Actions that incorporate economic stability, social progress, and environmental stewardship should be viewed as highly favorable for their triple bottom line impact.

The seven critical branches of focus are: climate resiliency, natural resources, renewable energy, pollution and waste reduction, the built environment, transportation, and local government. There are many synergies, including codependences and co-benefits among these seven branches that form a comprehensive approach to sustainability. Adoption and adherence to this action plan will ultimately move the city in a direction that will: better protect our environment, ecology, and natural resources; eliminate sources of pollution while easing consumption of resources; address local vulnerability to impacts from climate change; reduce dependency on unsustainable sources of energy while expanding use of renewable energies; provide an environmentally sensitive economic growth strategy; and improve the quality of life for Stuart citizens.

Goals within Seven Branches of Sustainability:

Climate Resiliency

1. Mitigate human-driven causes of climate change.
2. Adapt to future conditions.
3. Lessen heat impacts to the community.

Natural Resources

4. Maintain and improve air and water quality.
5. Enhance greenspace utilization.
6. Reduce consumption of potable water.
7. Retrofit municipal facilities.

Renewable Energy

8. Reduce electricity used by the City.
9. Reduce electricity used in the community.
10. Increase electricity sourced from clean renewable energy.

Pollution and Waste Reduction

11. Reduce plastic pollution.
12. Reduce the amount of waste produced.
13. Increase waste diversion.

Built Environment

14. Promote green building.
15. Attract green businesses and sustainable industry.
16. Reduce light pollution.
17. Adapt the built environment to future conditions.

Transportation

18. Reduce energy use and cost.
19. Create safe, affordable, mobility/transportation.
20. Improve infrastructure to adapt to growing innovation and need.

Local Government

21. Incorporate sustainability into future city policymaking decisions.
22. Improve staff awareness of sustainability.
23. Bolster city advocacy of sustainability issues.

Planning Framework

A successful long-term strategy for sustainable action, relies on the extent to which quality of life factors enhance our community in relation to other areas. Three principal approaches of plan implementation have been identified:

1. Regional collaboration.
   The City of Stuart is not currently a party to any regional or other multi-agency effort to address climate change and sea level rise. It is evident, however, that many of the issues concerning global climate change are dependent on global efforts to address the causal factors contributing to ocean levels rising. Some of these challenges are best solved at the highest levels of government, with the greatest degree of resource management and planning. In lieu of strategic federal or international efforts, there are regional organizations such as the Southeast Florida Regional Compact on Climate Change, which may benefit the city to join. Doing so would not only provide the city with professional and financial resources it would otherwise not have access to, but it may also ensure Stuart has a louder voice on issues of regional and statewide concern.

2. Local vulnerability mitigation.
   Although no vulnerability assessment has ever been conducted by the City, as part of its commitment to disaster mitigation, Martin County has recently finalized its own technical vulnerability analysis, which includes Stuart. The study is a first step in a collaborative process of understanding short, medium, and long-term goals for reducing flood risk both along coastlines and inland. The City should continue to engage community stakeholders in countywide efforts to address sea level rise and flooding. However, the City should also consider its own vulnerability mitigations in sustainability categories such as renewable energy and transportation.

3. Investment in sustainability.
   While mitigating future impacts from climate change is critical, the City must also capitalize on sustainable policies, programs, and infrastructure that include economic, environmental, and societal benefits. Impacts from capital investments are felt across various sectors, from renewable energy and climate change, to health, safety, and community development. Working together, the community can create a healthy, vibrant way of living that doesn't exhaust resources, makes no more than what is needed, and wastes nothing.

Adaptation Strategies

While sustainable action will require a high degree of community engagement, all modality towards desired goals will manifest as one of the following:

A) Policy

Example future policy changes are wide-ranging and may include amendments to land development or urban code limiting or inhibiting development along waterfront areas, absent new considerations for sea level rise and/or flood mitigation. Similarly, the City could incentivize more sustainable development and technology by lowering costs of certain fees and permits where feasible.

B) Programs

By establishing programmatic strategies as support for larger policy change, the City may further advance its sustainable initiatives while encouraging greater community buy-in. Programs that include financial or professional resource assistance could be collaborative in nature, with multi-agency and public-private partnerships alike. The City has already experienced successful joint ventures within its Community Redevelopment Area, which may also be a vehicle for sustainability initiatives in the future.

C) Infrastructure

The hardening of existing infrastructure as a form of wind mitigation has been largely successful across the State in recent decades. Similarly, retrofitting buildings downtown or along the local waterfront will go a long way in ensuring the city remains resilient to rising sea levels and increased flood risk well into the future. In addition, the City may look to enhance its renewable energy footprint and reduce its dependency on fossil fuels by investing in solar energy (for example) on publicly owned property and structures. As technology and innovation improve, the City should position itself to invest in capital infrastructure projects as identified by staff or the commission.

Each solution to an existing vulnerability or as a means of sustainable investment will include unique challenges, requiring both short and long-term adaptive strategies. New policies will need to be reviewed periodically for efficacy, while infrastructure and programmatic solutions will require a higher degree of organizational planning and capital investment. The risks associated with each decision will vary from the simple to the complex, depending on initial community buy-in and available resources. For strategies to remain adaptive, they must first be measured by their risk, and then prioritized by urgency and feasibility. It will fall within the purview of city officials to identify and quantify risks, weighing such risk against the expected positive outcomes that a policy or project may generate.

Implementation & Accountability

Overall, the Sustainable Action Plan is intended to be an adaptive document. Identified goals are broad where actions may be taken at the policymaking level while programs and projects can be advanced at the staff level. This strategy allows for the City to be flexible in prioritizing actions based on new science, evolving technologies, best management practices, and overall feasibility. It is equally in the best interests of the City to prioritize those policies and actions that have the swiftest implementation and benefit, while coordinating and planning for costlier, long-term sustainable reforms.

After considering four approaches to monitoring the implementation and progress of suggested actions of the SAP, the committee recommends the formation of a green task force committee comprised of select city staff. The group would broaden the scope of the existing sustainability committee and would include periodic input from interested community individuals and environmental experts. The committee would operate in an *ad hoc* capacity (in perpetuity) and functionally serve as a "steering committee" for city management and the city commission on issues pertaining to sustainability.

The SAP would be fully reviewed in 2025 to evaluate the progress of implemented projects and to consider new information from assessments and advancements in technologies. It would be the ongoing responsibility of the green task force committee to evaluate policies, programs, and projects that could advance the city's sustainable interests, and provide those recommendations to city leadership.

Community Outreach and Engagement

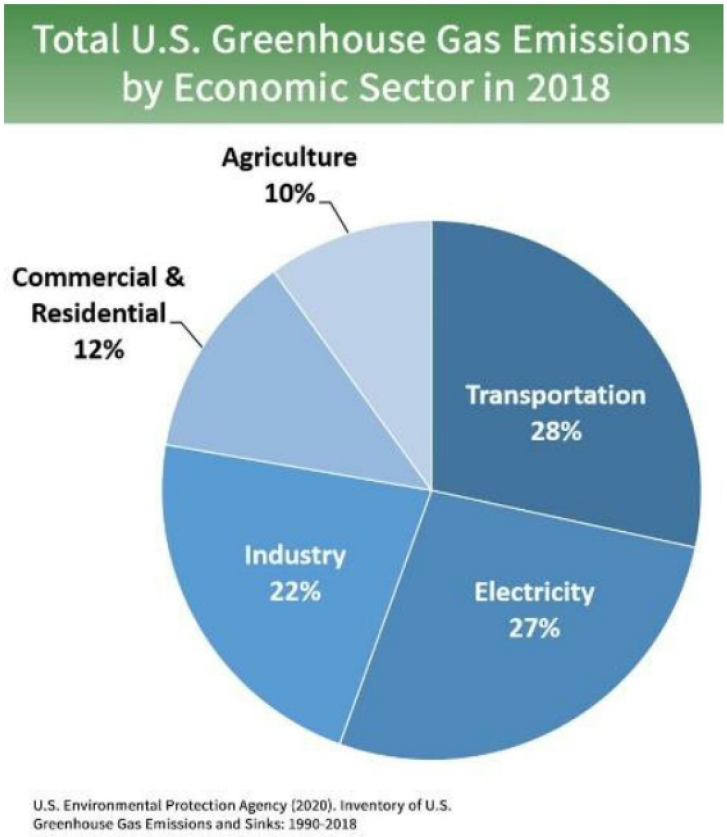
The key to success of these initiatives will be providing outreach to the community about these opportunities and how they can and why they should participate. Additionally, there are policies and programs which could be necessary in mitigating future or existing vulnerabilities that may require buy-in and broad collaboration among businesses and persons.

Introduction to the Seven Branches of Sustainability

This action plan outlines seven areas of sustainable action: climate resiliency, natural resources, renewable energy, pollution and waste reduction, the built environment, transportation, and local government. Within each branch, recommended baseline goals and targets have been identified to provide continuity between the development of this action plan, and a long-term working sustainability committee.

1. CLIMATE RESILIENCY

An evolving world



Climate change describes a change in average climate conditions — such as temperature and rainfall — in a region or throughout a climate system over a period of at least thirty years or more. The most recent climatological science tells us that over the past 150 years we have witnessed a pattern of progressively warmer average global temperatures with a high rate of change indicating a causal link to human (anthropogenic) activities, and not simply geothermal or astronomical (natural) factors. Additionally, as climate conditions are expected to change over time, perhaps rapidly with an increased rate or velocity of change, we must adapt to meet future and existing vulnerabilities associated with sea level rise and potentially more extreme and violent weather.

In 1988, The Intergovernmental Panel on Climate Change (IPCC) was created by the World Meteorological Organization (WMO) and the United Nations Environment Programme (UNEP) to provide governments at all levels with the scientific information they can use to develop adaptive climate policies addressing human pollution. In October of 2018 the IPCC released a special report titled *Global Warming of 1.5°C*, comparing impacts at 1.5°C global average temperature increases above pre-industrial levels (1880-1910 baseline) to those at 2°C (the target of the 2016 Paris Agreement), and outlines the pathways to reach a warming limited to 1.5°C by the year 2100.

The report states with *high confidence* that human activities have already caused approximately 1°C of warming and that if these anthropogenic activities continue at their current rate, they will likely cause the average temperature to rise by 1.5°C between 2030 and 2052. Between 2005 and 2014 we have recorded the

hottest decade on record globally and the last five years (2015-2019) have been the hottest consecutive since 1880, averaging 1.2°C higher than the pre-industrial level. The expected consequences of a global rise in temperature of 1.5°C or more include temperature extremes (hot and cold), droughts, heavy rains, sea level rise, biodiversity loss, changes in marine habitat, loss in ocean fishery yields, and heat and vector-borne disease related health risks.

Adapting to future conditions and increasing the City's resiliency is necessary. Resiliency can come in the form of finding solutions for living comfortably with the changes. Increased heat may require resiliency in the form of actions to reduce or mitigate the urban heat island, such as increasing tree cover. Resiliency to sea level rise may come in the form of infrastructure changes, some designed to keep the water out and others designed to let the water in, or changes in future building and road design criteria. In addition, resiliency can look at the changing face and needs of the City, whether that is mobility for a commuting population, job transitions for a clean energy future, greener buildings, or maintaining healthy waterbodies and local sustainable food systems.

Regional Resiliency Study

The City is not yet a part of any formal regional group dedicated to assessing the effects of climate change, however, it has received some preliminary information from Martin County as the result of a Regional Resiliency Study (RRS) completed earlier this summer. This study was commissioned to identify areas that are vulnerable to sea level rise, establish planning horizons, and inventory infrastructural capacity to accommodate projected sea level rise. The County has shared the findings of this study as a series of maps including a directory of considerations requiring further analysis by city departments (*see references*). Stuart can use the study findings to identify vulnerable assets and populations in the City and prioritize potential actions to mitigate and adapt to the identified hazards. In the meantime, the sustainable action plan assumes general risks of climate change including higher storm surge, heavier rainfall, tidal flooding, stormwater flooding, and increased heat possibly contributing to drought and the risk of wildfires.

Accomplishments

Projects and Programs Previously Completed by the City:

- The City adopted a Resolution supporting US HR 763 relating to Energy Innovation and Carbon Dividend Act of 2019.
- The City adopted a Resolution in support of US House Bill 1369 relating to the Florida Climate and Resiliency Research Program in 2019.

Goals and Targets

1. Mitigate human-driven causes of climate change.	➢ Complete a greenhouse gas emissions study for city operations by 2023. ➢ Join as a party to a Regional Climate Compact.
2. Adapt to future conditions.	➢ Develop a vulnerability mitigation plan by 2023.
3. Lessen heat impacts on the community.	➢ Draft a policy that incentivizes green-roof sustainable alternatives by 2023.

Actions

1. Mitigate human-driven causes of climate change.

Measure and reduce greenhouse gas emissions.

The City should pursue a grant or other funding to develop a Greenhouse Gas (GHG) Emissions report detailing the City's overall contribution of harmful gases such as carbon dioxide, methane, and nitrous oxide. According to the IPCC to limit average global temperatures from rising, greenhouse gases must be substantially reduced. Until a GHG baseline study can be undertaken by the city, this plan will consider data from a regional inventory which is more representative than emissions data for the entire United States.

NASA earth satellite image

Greenhouse gas inventories from the Southeast Florida region and from similar sized communities shows a relatively consistent split of emissions sources. The largest source is transportation, the second largest being building energy use split between commercial and residential. Waste and industry are smaller portions. The City can expect a similar result and can identify actions which reduce transportation emissions and emissions from buildings.

While the Environmental Protection Agency (EPA) has a simple tool to calculate and compile a greenhouse gas (GHG) inventory for communities generally, it would be more effective for the city to seek professional consultation yielding a more accurate account of its emissions data. A greenhouse gas inventory would help the City to best understand where emissions are originating, develop specific strategies to reduce emissions and track progress in emission reduction. Repeat the inventory annually or as frequently as possible.

For the purpose of this initial plan, targets for community-wide and city operations greenhouse emission reductions are based on the IPCC Special Report Global Warming of 1.5°C described earlier. The City's target would be to halve existing emissions by 2030 or achieve a reduction of 10% by 2025. Once the GHG inventory is complete, more specific and ambitious targets should be set.

2. Adapt to future conditions.

Floodplain analysis.

We are taking a moderate approach in preparing now for unknown future conditions and hazards. The results shared with the City from the Martin County Vulnerability study need to be unpacked and analyzed. Recommendations will then be made for existing infrastructure to account current groundwater levels and potential future groundwater and rainfall conditions with projected sea level rise.

Adopt building requirements in the zoning code that increase resiliency.

Resiliency of a coastal property may come from infrastructure investments or from building design of the structures on the property. Identify opportunities to change requirements to increase the resiliency of the property. This is applicable to several city-owned properties. Possible areas to focus is on seawall height, allowing higher finished floor elevations before calculating height, designing parking on ground floor, and other resilient designs.

3. Lessen heat impacts to the community.

Incentivize green and living roof development.

All new construction, city facilities, and renovations should include some sustainable features to maximize the benefits of underutilized roof space. Cooling costs for residents and businesses in the sunshine state can be quite expensive and significantly higher than spending by the rest of the country. This also triggers higher greenhouse gas emissions from electricity use.

The color of a roof or pavement can significantly impact energy costs because dark surfaces absorb the light and radiate heat. A green roof or living roof is a roof of a building that is partially or completely covered with vegetation and a

growing medium, or are comprised of light colored or reflective surfaces to prevent heat gain. A blue roof cools and stores rainwater for use in and around the building rather than the traditional roof contributing to stormwater runoff and pollution. Solar roofs not only shade the roof structure with PV panels, reducing heat gain for the building, but also offset building electricity used.

Promote shade trees.

There are a great number of environmental benefits that we directly experience by having trees planted throughout our city. Address the land development code and the requirements for trees in new development to ensure that trees added are increasing canopy cover and strategically placed to cool buildings and pavement. Other benefits of trees include: the removal of pollutants from the air, soil and water; Interception of rainfall and reduction of storm water runoff (and thus, reducing the costs related to infrastructure required to manage it); carbon sequestration; and increased property values.

2. NATURAL RESOURCES

Water quality

The City receives an average of 60 inches of rain each year. Rain can percolate into the ground, evaporate back into the atmosphere, or become stormwater runoff. Historically, the City's stormwater runoff was directed to the St. Lucie River (SLR) as fast as possible via ditches and underground pipes, to obtain good drainage at the least cost. By the 1970's, scientists began to recognize stormwater runoff was a significant source of pollution in watersheds and river basins. The accumulation of nutrients, sediments, oil, grease, trash, etc. in stormwater, all of which is flushed into the surrounding river as runoff, is identified as "non-point source" pollution to distinguish it from "point sources" of pollution such as sewage treatment plants, factories, and agricultural land.

Saint Lucie River with rainbow

As early as the 1990's, the condition of the Saint Lucie River had experienced a serious decline due to a combination of point source (Lake Okeechobee discharges) and non-point source pollution. While the City has long advocated for the elimination of disastrous freshwater discharges, in 1994, Stuart adopted a Stormwater Utility to fund local efforts in mitigating non-point source pollution - one of the first such programs in the State of Florida.

The City later commissioned a watershed study and adopted a Watershed Map in 2000, which identified opportunities for improvement of stormwater management within city boundaries. This program became the City Watersheds Project. The Watersheds Map details where stormwater is drained through each watershed to one or more points of discharge to tide (either via local creeks to the River, or via pipes directly to the River itself).

Stuart, in collaboration with three surrounding communities, also enacted a seasonal fertilizer ban, which was recently extended by 60 days each year (through the months of October and November) to further negate potential nutrient runoff during the wet season months. This policy was championed by the City once science evidenced that runoff of nutrients from improper landscaping techniques, including excessive fertilization practices, contributes to nitrogen and phosphorus pollution in the City's stormwater and drainage conveyances, the ground water, and the St. Lucie River and its tributaries.

Water treatment

The City of Stuart's drinking water supply comes from the Surficial Aquifer, a source of limited supply and ever-increasing challenges. Unfortunately, a long period of unmitigated industrial pollution, stemming from the 20th Century in particular, yielded damaging results for surface and groundwater across the nation. In 2016, one such source of contamination was discovered within a sizeable area in the City of Stuart.

Perfluorinated chemicals and compounds (PFC) are organic compounds that were used ubiquitously throughout modern history in the manufacturing of common household items such as clothing, stain-resistant materials, fire-fighting foam, and even in the manufacturing of Teflon. New science has indicated that these chemicals are harmful to human health over a period of prolonged exposure and are now a major focus for drinking water regulation.

City of Stuart PFC Pre-Treatment Facility

However, a combination of environmental policies, practices, and innovation has paved the way for adaptation and advancements in the treatment of potable water – including the removal of dangerous contaminants like PFC's. The City has recently invested in one such innovation with the commissioning and construction of a state-of-the-art PFC pre-treatment facility; the first and largest of its kind in the State of Florida. The more than $2 million facility effectively and efficiently removes PFCs from raw water and thereby also the local environment.

Irrespective of these enormous strides by the City, the discovery of other emerging contaminants throughout the world linked to historic industries has only further solidified the urgency and need in transitioning potable water supply from the surficial aquifer to alternative sources. In the spirit of this endeavor, the City has begun to invest in a new Alternative Water Supply and Reverse Osmosis water treatment system, which will ensure that city residents and utility customers are provided the best and safest drinking water for decades to come.

Trees and green spaces

Trees serve a multipurpose function within urban environments limiting the erosion of topsoil by wind and water, reducing heating and cooling costs, moderating the temperature, cleaning the air, producing oxygen, and providing habitat for wildlife. Tree canopies have been demonstrated to make neighborhoods safer and increase property values.

Municipal code protecting trees and specimen trees require a substantial conservation and/or replacement provision within planned developments. No historic or specimen trees may be removed without a tree removal permit.

Scientists continue to discover the ways that time spent in nature, even urban versions, improves health, productivity, mood, and creativity. The City boasts more than 100 acres of green spaces comprised of active, passive, pocket, dog, and waterfront parks. For example, an existing butterfly garden within Kiwanis Park, and other native landscape choices throughout local greenspaces increase local biodiversity and enhance public opportunities to view butterflies, bees, wading and migratory birds.

Accomplishments

Projects and Programs Previously Completed by the City:

- Completion of multiyear septic-to-sewer conversion infrastructure (2020).
- Construction of the first and largest Perfluorinated Chemical (PFC) pre-treatment facility within the State of Florida (2019).
- Achieved Basin Management Action Plan (BMAP) total nitrogen and phosphorous reduction goals by 2016.
- Haney Creek - $4.8 million multi-sourced (FDEP, Martin County, Saint Lucie River Issues Team), Four-phase, environmental restoration and preservation project.
- Amerigo Avenue - stormwater treatment and drainage improvement project in collaboration with Martin County, Martin Memorial Health System, South Florida Water Management District, and the Saint Lucie River Issues Team (2014).
- Installation of 22 Baffle Boxes throughout the City to trap and collect debris and pollution before it can contaminate local waterways (2014).
- Poppleton Creek – Construction of a tidal red mangrove wetland on 4.3 acres of city property including the removal of exotic vegetation (2018).
- Received Florida Rural Water Association's "Best Tasting Drinking Water" award for the third time (2019).
- Creation of a "River Advocate" position within the City (2019).
- Adopted and extended a seasonal fertilizer prohibition ordinance.
- Identified as a "Tree City USA" by Arbor Day Foundation.

Goals and Targets

4. Maintain and improve air and water quality.	➢ Increase tree canopy coverage by one tree per parcel citywide.
5. Enhance greenspace utilization.	➢ Develop a guide identifying locations and uses of 100 acres of city greenspaces by 2023.
6. Reduce consumption of potable water.	➢ Reduce per capita water consumption to 160 GPD by 2025. ➢ Increase AquaHawk registrations to 50% of all utility customers by 2025.
7. Retrofit municipal facilities.	➢ Ensure all public facilities are converted to energy efficient technologies by 2025.

Actions

4. Maintain and improve air and water quality.

Community Partnerships.

As part of the Florida Oceanographic Society shell recycling program, shells necessary for the creation of these reefs are collected weekly from local restaurants, who would otherwise discard them. Then, with the aid of volunteers, oyster habitats are restored through reef reconstruction with bagged shells. The restoration of new oyster reefs along the floor of the Saint Lucie Estuary bolster the reemergence of oyster populations, which provide critically important water quality benefits. The City should continue to partner with local agencies (like Keep Martin Beautiful, Marine Industries Association of the Treasure Coast, Students4H2O, etc.) and organize cleanups and litter removal.

Waterway cleanup event

Identify areas for improvement of water treatment and retention.

While wetland mitigation can lessen the impact of development on natural water flow and treatment, the City should further identify opportunities to expand and improve water treatment and retention whenever feasible. Examples of improved

retention and treatment include weirs, plantings, bioswales, invasive and exotic species removal, and other water flow enhancements.

5. Enhance greenspace utilization.

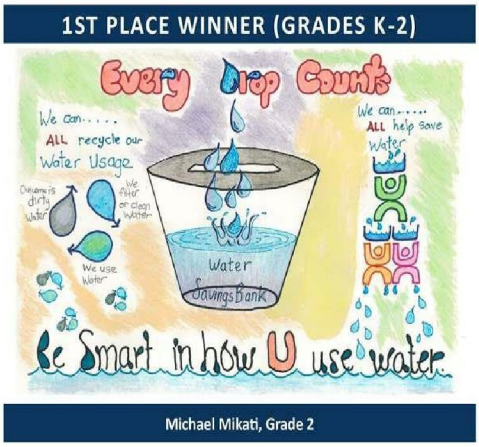
Plant more trees.
Opportunities for planting more trees within city-owned parks and property, and along public rights of way should be pursued. One such consideration could be the planting of fruit trees in the community garden.

Install new butterfly garden.
In addition to Kiwanis Park, Memorial Park would be an ideal location for another butterfly habitat. An annual butterfly release event already occurs in Memorial Park and having a butterfly garden there will ensure that the they remain. As the City replaces existing plants and vegetation, it could also prioritize native plants that will offer food and shade for future butterflies.

Offer workshops.
The City should continue its partnership with University of Florida Institute of Food & Agricultural Services (IFAS) extension in Martin County to offer local education of best urban landscaping practices.

6. Reduce consumption of potable water.

Promote AquaHawk registration.
Empower residents with the tools to recognize their monthly water consumption by comparison to temperature and rainfall data through the online portal. Utility customers will also be able to monitor their water usage, receive timely leak alerts, and learn new ways to conserve their water use.



Water conservation art contest

Turf replacement program.
Extend the pilot-program that rebates residents for the replacement of turf grass for drought resistant plants, mulch, and permeable hardscape.

Energy efficiency programs.
Continue the distribution of free conservation kits to new customers, which includes a new showerhead, kitchen and bathroom faucet aerators, a hose nozzle, toilet leak detection tablets, and a home water conservation guide.

Expand reclaimed water availability to neighborhoods.
Currently reclaimed water is available for the irrigation of golf courses, in public parks, and along public rights of way. The city should consider expansion of infrastructure to neighborhoods and commercial properties in the future. Additionally, a feasibility study could help city officials identify the highest consumers of potable water for future transition to reclaimed water.

Advocate for policies mandating use of reclaimed water for irrigation.
The City should advocate that the South Florida Water Management District mandate the expansion of reclaimed water for use in irrigation where feasible.

Educate multi-family water users to reduce individual consumption rates.
Individual utility customers that share a water meter with other users are not typically motivated to conserve water. A strategy should be developed to provide transparency of individual consumption rates to facilitate more responsible use.

Update and relocate the city water conservation meter.
The conservation meter is one tool utilized by the City to educate the public on average daily water consumption citywide and is currently located at Kiwanis Park. Relocating the meter to a higher trafficked location and updating the graphics will improve visibility of the initiative.

7. Retrofit municipal facilities.

Water efficient products and practices.
Work with local home improvement stores to copromote water efficient projects and products such as WaterSense.

City facility retrofits.
The City should be a conservation leader in retrofitting its public facilities with the best standardized, water efficient technologies (such as water sensing faucets and low flow aerators).

3. RENEWABLE ENERGY

Growing with innovation

Since 1980, the average global temperature (surface & water) has increased by a rate of more than double the previous 100 years. Global surface temperatures are now more than 0.5 degrees centigrade (0.9F) warmer than they were in 2005. The rate of change has compounded through the many decades since the Industrial Revolution.

Residential Tesla solar power system

Historically, the burning of fossil fuels such as natural gas, oil and coal have been the main source of power for buildings (commercial and residential), transportation, and industry. About 66% of electricity in the USA is produced by Fossil Fuels. Fossil Fuels are resources that will eventually run out, they are non-renewable, and it is estimated that the earth will run out of fossil fuels within the next century. In order to obtain Fossil fuels, you must drill and mine vast ranges of land for them. This process destroys landscapes, eco-systems, and human health as a result. Water is often polluted by acid and heavy metal run-off during mining as well, putting the health of surrounding communities and wildlife at risk.

Once Fossil fuels are collected, they are sent to facilities to be burnt and the heat that they produce from burning is captured and used for energy to power homes, businesses, and vehicles. The combustion of fossil fuels creates pollution in the form of Carbon Dioxide, Carbon Monoxide, Sulfur, Nitrogen Dioxide and Hydrocarbons. Once Carbon Dioxide and Carbon Monoxide are released into the atmosphere they act as an insulator and cause the average seasonal temperatures of Earth to rise causing "Global Warming." These chemicals are also absorbed into the world's ocean contributing to the acidification of these waterbodies. The option for Renewable energy sources and technological advances has helped the USA cut its Carbon Dioxide Emissions by 480 million Metric Tons since 2006. Renewable energy sources such as solar, wind, tidal, and geothermal are options available as an alternative to Fossil Fuels. Renewable

energy is often able to be obtained without drilling or mining operations and they create minimal biproducts. In Florida, some of the more common renewable energy sources are solar, tidal, and wind. The acceptance of renewable energy is seen in South Florida with Florida Power and Light (FPL), the major electricity provider of South East Florida offering initiatives that allow residents to buy into expanding FPL's solar energy production and lower their energy bills. Credits are also provided to residents that have opted to install solar photovoltaic panels on their homes.

The City of Stuart is dedicated to reducing its carbon footprint and using renewable energy sources on future projects. The City has already completed several Capital Improvement Projects that help reduce the City's emissions and take advantage of clean, renewable energy sources. Moving away from fossil fuels is encouraged throughout the City for its residents as well as its own operations.

Accomplishments

Projects and Programs Previously Completed by the City:

- FPL Solar Canopy at Kiwanis Park (part of the SolarNow Initiative).
- Solar Charging Station for handheld devices installed in downtown Stuart.
- EV charging infrastructure collaboration with Tesla at Kiwanis Park.
- Streetlight replacement to LED through FPL program.
- Energy use audit completed for city offices by Ameresco and energy saving measures were implemented (2010).

Goals and Targets

8. Reduce electricity consumed by the City.	➢ 10% reduction of electricity use (kWh/sqft.) by 2023.
9. Reduce electricity consumption in the community.	➢ Develop a guide for community energy savings by 2023. ➢ Identify financial opportunities for community investment in alternative energy solutions.
10. Increase electricity sourced from clean renewable energy.	➢ Become designated as a SolSmart city by 2022. ➢ Improve SolSmart designation to Silver (at least) by 2025.

Actions

8. Reduce electricity consumed by the City.

Energy efficient conversions.
Going forward as light bulbs burn out throughout the City the bulbs are replaced by LED light bulbs. Energy Star rated LED light bulbs use 75% less electricity and last 25% longer than incandescent lighting. (energy.gov) Systematically, the city has been replacing Air Conditioning units with Energy Star rated Air Conditioning units. Energy Star HVAC equipment is 6% more efficient than standard equipment. (energy.gov) Over the past year, the City of Stuart worked with FPL to replace incandescent streetlights with LED street lighting throughout the City. The replacement of these streetlights alone will provide the City with a reduction of between 25% - 50% in energy costs.

Municipal energy policy.
Develop a formal energy management policy for city buildings and operations with the intent to reduce electricity intensity (kilowatt hours per square foot) an additional ten percent by 2023. Policy would set reduction targets, standardize operational practices (thermostat set points), identify more energy efficient equipment and purchase practices, and regulate maintenance of equipment at regular intervals to optimize performance of energy and equipment.

9. Reduce electricity consumption in the community.

Energy financing program.
Assist residents and businesses to obtain capital for the upfront energy costs to invest in energy efficient and renewable energy improvements (e.g. Property Assessed Clean Energy (PACE) programs). Consider also partnering with public-private organizations to establish an energy finance program that provides owners with long-term, low-interest loans for energy improvements. Prioritizing retrofits of older and inefficient buildings that yield a cost savings equivalent to or exceeding initial investment should be considered.

Energy audits and community assistance.
In concert with private organizations (e.g. Solar and Energy Loan Fund (SELF)) and local educational institutions, develop and implement programs that perform comprehensive energy evaluations, recommend conservation practices, finance energy improvements, and measure the environmental and economic benefits after implementation.

Performance standards.
Encourage developers to include green building practices and standards into design and construction, and maintenance operational plans such as solar ready homes and automotive charging infrastructure.

10. Increase electricity sourced from clean renewable energy.

SolSmart city designation.

The City of Stuart is actively working toward a SolSmart designation. This designation requires the City to evaluate the current Solar PV permitting process and development regulations. SolSmart is designed to provide a blueprint for Cities to create ordinances and permitting operations that ease the process of the installation of Solar PV systems for residents and businesses. The City of Stuart already has a 3-day permit approval turnaround time and permitting guide available for anyone interested in installing solar panels and solar hot water tanks.

Future construction projects in the City are planned to include roof top Solar PV installations to supplement electrical needs of the facilities. We will also have a better idea of zoning and permitting limitations on Solar installation from completing our SolSmart Audits. This will enable us to remove barriers that are preventing the community from utilizing solar power.

SolSmart.org graphic

The permitting department is currently offering no cost permitting for Solar PV installations as an incentive to businesses and residents to go solar.

Explore wind energy alternatives.

Small wind energy systems can be used in connection with an electricity transmission and distribution system (called grid-connected systems), or in stand-alone applications that are not connected to the utility grid. The City should explore opportunities for the application of wind energy on city owned property.

Increase electric vehicle charging infrastructure citywide.

The City should seek to provide electric vehicle charging infrastructure along public rights of way where most accessible and convenient. Charging stations installed on public property could be metered to ensure maximized utilization and the recapturing of public funds. In addition, private developers and property owners should be encouraged to include EV charging infrastructure as an element of every new development or redevelopment.

4. POLLUTION AND WASTE REDUCTION

Full-service government

The City of Stuart is a full-service municipality providing sanitation services for residential and commercial customers. Before launching single stream recycling in October 2008, the City conducted extensive research and then initiated a paradigm shift in the way our community would recycle. This approach transitioned from a system of managing waste collection to a system designed around resource recovery. Or in other words, changing how we feel about consumption and how we value the things we bring into our lives.

While the City's goal is to conserve our natural resources and reduce the amount of recyclable and nonrecyclable materials entering the waste stream, the residential and commercial recycling programs are ultimately designed to foster community partnerships while yielding a cost savings for those who participate.

Stuart public works residential waste collection

Much of the success of the recycling programs can be attributed to the City's recycling mascot, Sammy Sailfish. Sammy Sailfish helped generate interest in the program and champion the city's recycling efforts. Sammy is featured on the City's recycling trucks, recycling tote bags, educational materials, at in-school presentations and City sponsored events, appealing to all ages to promote recycling.

The commercial recycling program was established to allow businesses to recycle at a reasonable rate while reducing their overall sanitation cost. To qualify for this program, each business participates in a City-provided free recycling assessment/audit in which a business's specific needs are identified. Participants are incentivized; they receive a $1.00 reduction per cubic yard on their commercial garbage fees when they recycle.

In 2011, having the resource recovery mindset, the City dedicated a 15-foot-long roll-off closed container on Georgia Avenue for the purpose of collecting electronic products that had reached the end of their useful life. The drive-up, drop-off service is available exclusively for City residents and businesses during daylight hours. All e-waste is then transported and *demanufactured* down to the base grade materials and recycled.

Last year, this recycling center diverted 72,986 pounds of e-waste or 78 pallets worth of old electronics from landfill. Proper disposal is important because e-waste can be hazardous. Electronic devices form a complex mixture of materials and compounds, often containing hundreds of different substances, many of which are toxic and create serious pollution upon disposal. When electronics are discarded improperly, these environmentally persistent toxins can leach into the groundwater and adversely impact ecological and human life.

Downtown waste collection receptacles

Recycling is the last step of the "Reduce, Reuse, and Recycle" process. The first step is the reduction of waste by more environmentally conscious consumers in the consideration of the life, packaging and durability, and disposal of a necessary product. Reuse recommends that we find ways to repurpose or fix items rather than trading them for something new. Recycling is the act of taking the materials used and turning them in to something else. Serious consideration should be given to avoiding the purchase of materials which are unrecyclable or difficult to recycle when unable to be reused. This practice is often championed as part of the zero-waste lifestyle - a lifestyle dedicated to encouraging meaningful experiences and prioritizing environmental sustainability.

Recycling alone cannot solve the larger environmental and societal issue of excessive waste generation. The best example is plastic. Although the City's recycling program accepts an extensive list of material including plastics numbered 1-7, an estimated 91% of all plastic discarded since 1950 has not been recycled.

In addition to the climate impacts listed above, waste can provide a resiliency challenge by being a physical barrier to the movement of water when litter enters drainage systems. Reducing waste overall and particularly non-biodegradable waste should reduce the chance those materials become litter. The City contracts for waste removal from the City's canals and waterways, removing hundreds of pounds of litter annually. While cleanup efforts are important, they do not get to the root of the issue; the generation of waste itself. Plastic bags, bottles, and other garbage can block the free flow of water or impair flood prevention structures.

Accomplishments

Projects and Programs Previously Completed by the City:

- Promotion of single-stream recycling to increase the amount of clean material collected and reduce contaminants.
- Collaboration with Students4H20, Publix, and Martin County School District to collect and recycle plastic bags.
- Adoption of Ordinance 2416-2019 regulating the City-wide distribution of single-use plastic straws by food service establishments.
- Adoption of Ordinance 2413-2019 creating regulations for the distribution of polystyrene and plastics on city-owned property and rights-of-ways.
- Introduced 95-gallon brown yard carts to residents for improving the containment of yard debris and expediting the collection by sanitation team members.
- Partnership with Students4H20 to install cigarette waste collection receptacles in the downtown area for recycling through TerraCycle.
- Encouraging digital transmission of documents such as invoices, permitting, and applications in the City to reduce paper use.
- Hosting an annual local water-way cleanup for city employees and their families and supporting additional litter removal campaigns across the city and county.
- Bimonthly Saturday neighborhood cleanups providing residents an extra pickup day to properly dispose of hazardous waste, e-waste, yard debris, household garbage and recycling.

Goals and Targets

11. Reduce plastic pollution.	➢ Achieve total compliance of plastic ordinances by 2023.
12. Reduce the amount of waste produced.	➢ Reduce paper waste in the city by 50% towards a paperless environment.
13. Increased waste diversion.	➢ Reduce contamination of recycled items to no more than 10% of total cart content.

Actions

11. Reduce plastic pollution.

Proper event recycling.

The City of Stuart was the first government on the Treasure Coast to adopt ordinances regulating plastic straws citywide and single-use plastic on City owned property and rights-of-ways. In doing so, the City earned the "Trailblazer" Environmental Stewardship Award by Keep Martin Beautiful for the work it has done to pave a new path towards a greener community.

Stuart plastic ordinance information flyer

The City should continue to serve as a leader in environmental protection by promoting the abandonment of single-use plastics in the provision of food services, for reusable or biodegradable products, especially at special events. Staff should be empowered to work with event coordinators in ensuring all permitted recyclable single-serve beverage containers such as drink bottles and aluminum cans are properly collected for recycling.

Continue community education related to plastic pollution and waste.

Continue to utilize opportunities to educate residents, businesses, and students in the City about the new ordinances and develop strategies to reduce single-use plastic waste.

12. Reduce the amount of waste produced.

Waste reduction education.

Promotion of waste reduction campaigns such as Plastic Free July and Surfrider's Ocean Friendly Restaurant program are two campaigns that promote using more environmentally friendly materials. The City through website and social media platforms, should promote waste reduction goals and tips regularly.

Reduce paper use in the City.

The emergence of COVID-19 made it necessary to reduce the amount of paperwork handled between the public and among staff. Additionally, studying department process flows could identify ways to move to paperless or electronic systems. Signatures required for official records such as ordinances, resolutions, and RFPs should be electronically submitted when permissible to avoid excessive generation of paper waste. Commissioners and city staff could be provided tablet devices from which to view agenda materials thereby eliminating wasteful use of paper and printing for public meetings.

Improve the waste and recycling behaviors of City employees.

Developing consistent messaging to staff could educate them as to the benefits of recycling while ensuring that each office workstation has a recycle bin and garbage can. The City should also convert restroom paper towel dispensers to air dryers and promote the location of centralized plastic bag receptacles so that staff can fully participate in city programs.

13. Increase Waste Diversion.

Require space for recycling in new development.

Ensuring that new construction and redevelopment plans have areas dedicated for recycling collection will facilitate the ease of establishing a recycling program.

Adopt mandatory policies for commercial and multi-family recycling.

Requiring multifamily and commercial properties to include recycling programs available to tenants and customers will facilitate a citywide transformation to better management practices. In 2019, only 24 percent of commercial sanitation accounts recycled. A greater amount of the solid waste generated by the 76 percent of remaining commercial establishments could be diverted to the recycling stream with basic level of recycling service. Similarly, multifamily developments should be required to formulate a recycling plan within their community while educating and informing their residents of best recycling practices. For example, the replacement distribution of "Sammy Sacks" to residents could improve recycling collection as well as eliminate cross-contamination with other waste.

Stuart Public Works recycling infographic

The City could also consider establishing a minimum percentage of construction and demolition (C&D) waste recycling for construction projects. The Florida Department of Environmental Protection estimates that up to 44 percent of C&D waste is recyclable. If enacted, the contractor would have to furnish proof of compliance as part of the building permitting process.

Increase participation in residential recycling.

Identify neighborhoods and individual customers that are not utilizing the recycling service and target those homes and neighborhoods for outreach.

Reduce contamination in recycle carts.

Using cart audits, the city could to identify individual customers that have higher rates of recycling contamination and target those homes for corrective action. Meanwhile, educating property managers and homeowners associations about acceptable recycling practices, particularly after a transition of management or after resident turnover will further facilitate increased recycling compliance.

Encourage a pilot residential food composting program.

Home composting is an option to reduce food waste, the largest single source of waste in the U.S. More food ends up in landfills than plastic or paper. According to the U.S. Environmental Protection Agency, 20 percent of what goes into landfills is food. Instead of putting organic material into the waste stream, food scraps can be composted and used as soil amendments for gardens or potted plants. The city should educate the community on organic composting by partnering with University of Florida IFAS Martin County Extension through a workshop or by use at the community garden. The pilot program could be started in select residential neighborhoods and expanded in the future.

Establish a Municipal or Regional Composting Facility.

The city could establish a pilot program to compost materials at the old City landfill and investigate opportunities to create soil amendments using landscape materials as well as biosolids from the wastewater treatment plant.

Host an annual community event to swap reusable goods.

Investigate the possibility of an annual "Trash to Treasure" event to encourage recycling or swapping of reusable goods. This would divert reusable goods from the solid waste stream and could be combined with an educational and awareness campaign on waste management. An event could be held outdoors or indoors at the 10th Street Community Center or inside the Shuffleboard Building.

5. BUILT ENVIRONMENT

Planning for the future

The City's built environment, which include existing and planned public infrastructure, shops, businesses and homes, is regulated by the local Land Development Code and the Florida Building Code. As our future obstacles and endeavors take shape, it is imperative that the City considers several resiliency and sustainability measures, either by adaptation of built structures, or sound planning of future development, to ensure the built environment endures.

Adaptation and increasing the City's resiliency is necessary and can come in the form of finding solutions for living comfortably with the changes. The adaptation and protection of historic infrastructure, development of infill or brownfield properties, and repurposing of abandoned or underutilized buildings prevent sprawl and underutilization of land. Infrastructure changes or changes in future building and road design criteria may be necessary to accommodate sea level rise. Finally, using smart growth principles such as compact development, mixed use, and walkability can limit human impact to the environment while enhancing overall quality of life.

Newly installed Ipe wood Riverwalk decking

Accomplishments

Projects and Programs Previously Completed by the City:

- Updated EAR and Comprehensive Plan while incorporating elements of sustainability into the language (2020).
- Electric vehicle charging station ordinance.
- Energy efficiency construction incentives.
- FPL program switching out light fixtures.

Goals and Targets

14. Promote green building.	➢ Adopt a citywide standard for green buildings by 2023.
15. Attract green businesses and sustainable industry.	➢ Identify existing green businesses operating within city limits by 2023. ➢ Stimulate new green business investments in the City.
16. Reduce light pollution.	➢ Adopt new light pollution guidelines by 2025.
17. Adapt the built environment to future conditions.	➢ Apply vulnerability assessment recommendations with adaptive measures by 2025.

Actions

14. Promote green building.

Green buildings refer to the structure and the application of processes that are environmentally responsive and resource-efficient throughout a building's life cycle: from planning to design, construction, operation, maintenance, renovation and potentially, the demolition or re-use of the building. The city could expedite green building plan reviews, reduce parking minimums for green developments, and consider a mix of incentives that encourage more green building and access to workforce housing. Stuart could also use the National Green Building Standards, Florida Green Building Coalition, LEED, or other standards to maximize smart growth elements in our Land Development Code, and application of the Florida Building Code by either incentivizing or mandating the use of these standards.

Green building principle incorporates five (5) major elements encompassing each of these phases:

Energy Efficiency development standards would establish performance targets that account for intended uses, occupancy, and other energy operations for new construction and renovation.

Water efficiency would limit and/or reduce demand for potable water through optimized landscaping and the use of reclaimed water, and installation of efficient plumbing fixtures.

Green building materials composed of renewable sources should be incentivized and potentially required for development to mitigate impacts to the environment from nonrenewable construction.

Environmental Quality applies to improvements in building ventilation, thermal mitigation, moisture control, daylighting, and the protection of air quality during construction.

Sustainable siting optimizes land use to reduce adverse impacts and minimize a developments ecological footprint. Encouraging transportation options near high impact development may reduce potential auto traffic generated by the development, saves money and resources by using existing transportation infrastructure, and preserves more natural and open areas outside the transportation corridors. A location-efficient site that is well connected to surroundings, allows property users to share facilities with each other. Building within previous developed sites also reduces the need for new infrastructure, and spurs revitalization and renovation. Historic buildings, vacant properties, brownfields, and greyfields can be transformed into green development that supports the local economy and strengthens the community's character.

15. Attract green businesses and sustainable industry.

Green or sustainable businesses include both leading energy and tech industries, providers of waste reduction, and other non-polluting, socially responsible companies that offer sustainable products and services. While other businesses may observe sustainable practices, it should be the City's priority to specifically attract wholly green or sustainable businesses industries that may also yield a more sustainable workforce.

Promoting green business investments in the City would foster a green business culture that would naturally lend itself to future green investments. In the near term, the City should identify existing sustainable-focused companies from which to draw a better market understanding. The City could then use this market analysis to identify the needs of green sector businesses to attract new investments and support existing growth. In addition, easing the entry requirements for new businesses, offering training programs for people interested in this field of work, and building a broad collaborative framework for public-private partnerships should be considered.

Leverage local and state partnerships with agencies such as the Martin County Business Development Board, Chamber of Commerce, and the Florida Department of Economic Opportunity (DEO) to attract new green businesses to

Stuart. The City could seek both professional resources and funding through these organizations to promote the City as an attractive and unique green business incubator.

16. Reduce light pollution.

Artificial lighting that is unnecessary, obtrusive, or excessive can be harmful to wildlife, undermine the enjoyment of the outdoors, and can is costly and energy inefficient. Planning guidelines should ensure adequate light levels to address safety and security while minimizing harmful and detrimental effects.

Downtown Stuart Osceola Street lighting

Controlling light pollution is a priority including light intrusion when the light spills beyond the boundary of the area that is desired to be lit. Harmful glare can cause sleep impairment, vehicle distraction and adversely impact wildlife migratory habits, which can be avoided using careful lamp and luminaire selection and positioning.

17. Adapt the built environment to future conditions.

Strengthen low impact development practices or green infrastructure by encouraging landscape driven design approach with onsite natural features to conserve, treat, and manage stormwater runoff. Some examples of green infrastructure are rain gardens, bioswales, and permeable pavement.

Adapt to storm and flood resiliency and vulnerability concerns by incentivizing redevelopment outside the areas prone to flooding, building more resilient structures, and retrofitting buildings for increased flood risk. Reducing vulnerability to storm events could come in the form of designing infrastructure that can withstand higher water levels, raising seawalls, installing tidal valves, implementing natural drainage features such as bioswales and stormwater buffers, construction standards that reduce vulnerability to storm events.

The City should review the Perils of Flood Act and develop strategies to move development out of flood prone areas and make citing of public facilities in flood prone areas a factor in the citing decisions of public infrastructure.

The City may also consider creating an Adaption Action Area to prioritize areas for adaption planning and infrastructure needs assessment to proactively encourage the relocation of buildings in flood and disaster-prone areas. This prioritization should include the protection of historic buildings and infrastructure.

Encouraging the installation of living shorelines would improve water quality and offer protection from erosion and storm surge. A living shoreline is a broad term that encompasses a range of shoreline stabilization techniques along estuaries, bays, tributaries and other shorelines that attempt to recreate the natural coastal barrier. Additional benefits of living shorelines are increased water quality and shore nutrients, protection of aquatic and other shoreline dependent habitat, increased upland stability, a higher quality of life, and can outperform hardened structures during a storm event.

Living shoreline example

According to the National Oceanic and Atmospheric Administration (NOAA), a living shoreline has a footprint that is made of mostly native plant material. It incorporates native vegetation or other living, natural elements in combination with other harder natural shoreline protection eco-systems, like oyster reefs, rock sills, or anchored large wood for stability.

Integrated urban spaces which are designed to bring people, activities, buildings, and public space together with an easy walking and cycling connection among them and positioned near transit service interconnected with the remainder of the city. Incentives could be offered for mixed-use development to encourage existing commercial properties to create walkable mixed-use districts with an interconnected residential component.

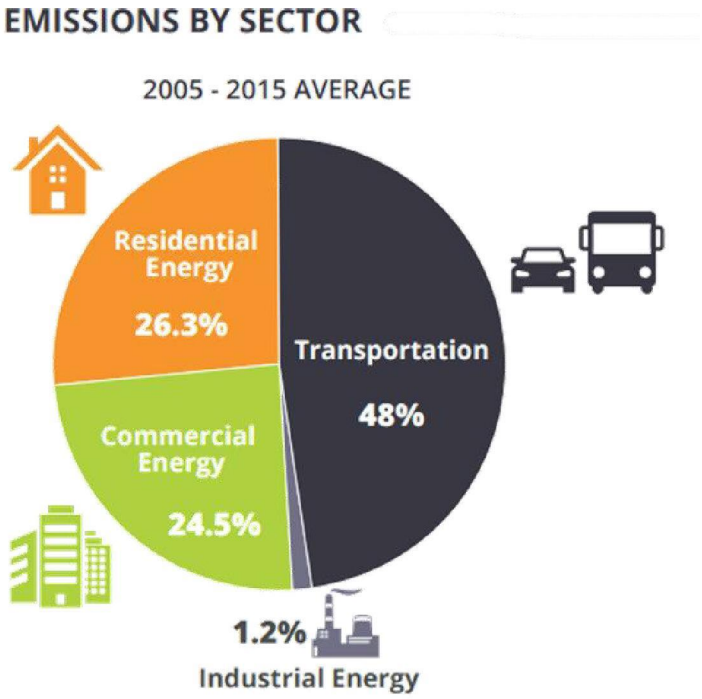
Mitigate heat impacts to improve resilience to the impact of rising heat cities can incorporate heat island reduction strategies such as green or cool roofs, cool pavements, or increased vegetation and tree cover, into our land development code and comprehensive plan. The City can and should promote and incentivize these measures during the planning and construction of the public and private built environment. Additionally, city roads, bridges and on-site infrastructure can be made more resilient by using materials that are heat tolerant and provide energy efficient solar powered energy.

Living boardwalk example

6. TRANSPORTATION

Improving connections

The transportation system in the United States is overwhelmingly powered by fossil fuels. Nationwide, emissions from transportation account for 33% of all greenhouse gas emissions. In Southeast Florida, transportation represents 48% of energy use. By changing the types of vehicles and fuels as well as reducing vehicle miles travelled, the city can reduce the associated greenhouse gas emissions and criteria air pollutants impacts to this sector.



Southeast Florida Regional Climate Change Compact Regional Greenhouse Gas Inventory: Transportation and Stationary Energy, 2005-2015 average (2018)

The Martin Metropolitan Planning Organization (MPO) is the primary agency responsible for transportation planning in Martin County. The MPO is comprised of elected officials representing local governments. The current Board consists of seven voting members representing the Martin County Commission, City of Stuart, and Town of Sewall's Point. The MPO works to coordinate the improvement of all facets of the transportation network in Martin County. The MPO evaluates existing transportation conditions, develops improvement strategies to solve mobility and safety challenges, engages the public to inform and collect meaningful input, and prioritizes transportation funding strategies.

Every five years, the MPO is required to review and update the Long-Range Transportation Plan (LRTP). The LRTP sets the vision for transportation for all modes of travel throughout the County and influences projects included in the 5-year Transportation Improvement Program (TIP). The update of the Martin LRTP every five years is one of the primary activities of the Martin MPO to meet federal and state requirements. The 2040 LRTP, also known as Moving Martin Forward, details how Martin County's multimodal transportation system will evolve over the next 25 years.

Accomplishments

Projects and Programs Previously Completed by the City:

- Commissioned a downtown electric-powered tram service using state grants and city capital investment in maintenance and operations.
- Purchased numerous hybrid staff vehicles.

Goals and Targets

18. Reduce energy use and cost.	➢ Convert vehicles in city fleet to hybrid or EV at scheduled replacement times. ➢ Adopt procurement policies and right-sizing of vehicle fleet by 2023. ➢ Offer a modified work week to employees where practical.
19. Create safe, affordable, mobility/transportation.	➢ Evaluate intermodal connections and alternative transit options by 2023.
20. Improve infrastructure to adapt to growing innovation and need.	➢ Adopt a complete streets conceptual plan by 2023. ➢ Add EV charging infrastructure to public rights of way by 2025.

Actions

18. Reduce energy use and cost.

Increase the percentage of vehicles powered by alternative fuels.

The City has direct control over the vehicles within its own fleet and can reduce its gas-emission impacts by converting a majority or all its fleet to renewable energy alternatives such as hybrid or electric vehicles.

Develop a sustainable fleet policy.

Adopting policies for the procurement of hybrid, electric, or alternative renewable energy powered vehicles and equipment is a priority for the near term. The policy should include considerations for right-sizing the fleet and a policy that

The F-150 Hybrid is targeting an EPA-estimated range of 700 miles on a full tank.

encourages sustainable fleet maintenance through route design, technology, and employee behavior. Right-sizing is a fleet management practice of ensuring that the municipal vehicle fleets such as Stuart's are utilized by the right employees, at the right times, in the right locations, for the right amount of time based on the job tasks associated with use of the vehicles.

Explore the effectiveness of a modified work week.

With the implementation of a modified work week (e.g. four ten-hour days per week), there would be an immediate reduction (up to 20%) of energy consumption of both employee-owned and city-owned vehicles. A flexible work week has other proven and significant benefits including improved employee satisfaction and quality of life, enhanced customer opportunities for conducting business with the city, and other cost savings.

Overwhelming studies have evidenced that when employers transitioned to a 4-day, ten-hour work week, employee satisfaction surveys indicated that employee happiness increased. Studies also found that employee productivity increased, and work-related stressors decreased. Overwhelmingly employees rated that they were "very happy" or "happy" with their new modified work schedule, and those who rated their work life balance as "very good" increased by 71%.

The extension of business hours from 7 a.m. to 6 p.m., four days a week (in example) would ultimately provide residents and businesses better opportunity to conduct business with the City. This new schedule would also better accommodate working customers and business owners by providing more convenient opportunities to pay utility bills, apply for permits, and have their urgent questions answered.

19. Create safe, affordable, mobility/transportation.

Safe transit.

The better transit options are, the better residents can age in place. Transit options as well as safe biking and walking infrastructure make the city more navigable by the young, old, and disabled. City officials should evaluate opportunities to enhance accessibility to pedestrians, bicyclists, and transportation connections.

Collaboration and planning with the MPO.

The City should continue to participate in the shaping future Martin County transportation initiatives through the MPO. The Bicycle, Pedestrian and Trails Master Plan intended to establish a multimodal transportation system that will expand transportation options and improve quality of life in Martin County.

Electric-powered City of Stuart public

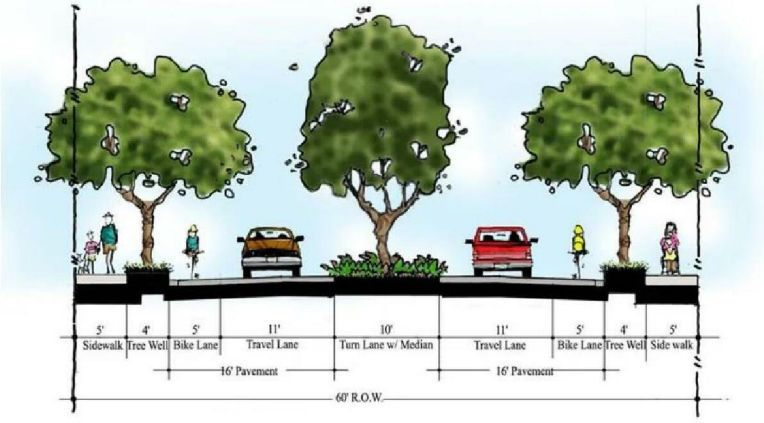
Re-examine shuttle routes.

Many of the transit options in the City of Stuart are regional. The Martin County Public Transit, MARTY, offers four fixed route services, and one commuter bus service connecting to both Palm Tran and the Treasure Coast Connector public transit services, as well as an ADA eligible complementary paratransit service.

The City should re-examine potential shuttle routes or on demand mobility that would most efficiently move people from places of interest including residential areas, recreational areas, and areas of business. Stakeholders should be consulted to determine who would be most likely to use the service and for whom it would have the most benefit. Specific routes could also be piloted for a set time to assess ridership potential.

20. Improve infrastructure to adapt to growing innovation and need.

Develop a Complete Streets Conceptual Plan.



Complete Streets concept

The plan would provide the city with an inclusive road design standard, enhancing pedestrian, bicyclist, motorist, and transit usage, regardless of mobility. Accordingly, there are different types of Complete Streets "interventions" or treatments that improve the function and safety of streets for the different members of the traveling public.

Develop a public electric vehicle charging network.

The City should include electric vehicle charging infrastructure within existing city-owned parking areas and public facilities (municipal buildings and parks) for both its fleet and public use. Private investment opportunities and cooperative partnerships should be pursued in order to reduce or eliminate costs to the City. An electric-powered downtown tram service has been utilized by the City for several years, however, more considerations for expanded mass transit both downtown and within the region should studied.

Investigate a more environmentally friendly pavement restoration program.

The near-road microenvironment (ME) is a significant area of policy and practice concern for modern urban planners, regulators, and sustainability managers. Emissions from cars and trucks are the major source of anthropogenic airborne toxins, which cause disorders such as asthma and even chronic pulmonary and cardiovascular diseases. Research has identified a clear association between serious environmental, ecological, and human health issues, and the presence of smog, acid rain and exposure to harmful toxins. The City could potentially counter harmful pollutants that are localized to municipal roads by evaluating innovative pavement restoration techniques, which fortify asphalt with a heat reducing, pollutant-removing photocatalyst.

7. LOCAL GOVERNMENT

Home rule

The City is a level of government with the most immediate impact on most people's lives. As a City, Stuart controls much of the infrastructure, sets rules and regulations on how and where things are built, provides vital services and opportunities for recreation and learning. Many of the actions listed already in this plan will be carried out at the city government level. Some of the actions will be carried out at the level of individuals or businesses. All the actions will impact, in some way, the residents, businesses, and visitors to our City.

In striving towards a more sustainable city and in deciding what should be done to reduce and adapt to climate change, the City of Stuart should ask nothing from its residents and businesses that it isn't willing to do itself.

Ultimately, a City Sustainability Program should be ingrained in the way a city operates. Considering long-term sustainability into decision making should be imbedded in all processes. In using public funding, though monetary cost is always important, the long-term impacts the spending has on the city, the return on investment of a project, and the lifecycle costs of a good or a service. Decisions made in our City should not just benefit the present residents and businesses, but also the residents and businesses of our future.

Incorporating sustainability into City operations not only improves the sustainability of the City but is an opportunity to engage the City's more than 270 employees in sustainable practices and learning about and thinking about the environmental impact of behaviors. Those employees can spread that culture and understanding to their own homes, whether those homes are in Stuart or one of our neighboring municipalities and improve the overall sustainability of our region.

City of Stuart Commission Chambers

Accomplishments

Projects and Programs Previously Completed by the City:

- In 2019, the City of Stuart established the first-ever sustainability committee to address future needs and challenges.

Goals and Targets

21. Incorporate sustainability into future city policymaking decisions.	➢ Conduct first biennial review of the Sustainability Action Plan by 2023.
22. Improve staff awareness of sustainability.	➢ 75% of city staff trained in sustainability issues by 2022.
23. Bolster city advocacy on sustainability issues.	➢ Identify sustainable legislation and policies for city advocacy.

Actions

21. Incorporate sustainability into future city policymaking decisions.

Regularly monitor and update Sustainability Action Plan.

This Sustainability Action Plan is a living document intended to establish a continuum of broad policymaking decisions over a period. The initial draft is a policy framework that should be updated and improved as the city advances its efforts towards sustainability. Recommended objectives and targets should be tracked for progress and efficacy and the plan reviewed (at a minimum) biennially to integrate new technology considerations and strategic goals.

Develop sustainability criteria for CIP investments.

Develop sustainability criteria for Capital Improvements Project considerations based on priorities identified in the Sustainability Action Plan.

Implement a green procurement policy.

The City is a large consumer of goods and services locally. The purchasing preferences and practices of the City have the potential to drive market change to better products, materials, and efficiency as well as spur growth in green industries. The policy may be phased in starting with p-card purchases and expanding to common RFP language and project criteria.

Obtain a "green" certification.

Choose a certification program for the City to obtain. The Florida Green Building Coalition maintains a rating system for local governments that recognized the unique laws, environment, and climate of Florida. In order to compare ourselves to our neighbors and track our progress relative to an established system, the City should consider applying for recognition from the FGBC's Green Local Government program. LEED for Cities is a combination of STAR communities and LEED for Neighborhood Development.

22. Improve staff awareness of sustainability.

Include sustainability presentation in new employee orientation.

The City should educate new employees on the sustainability plan and provide new employees with a "green kit" consisting of high-quality reusable products such as straws, water bottles, insulated lunch bags, food containers, or other sustainable products that will help the new employees to incorporate the new behaviors.

Develop hands-on staff sustainability training.

A "Green Team" of staff members could help facilitate activities, meetings, and internal messaging to perpetually reinforce sustainability education among the city workforce. The team should consist of employees with an active interest in sustainability issues. The Green Team would create strategies to incorporate environmentally friendly behaviors to engage their coworkers in best practices and the development of a "green culture."

Flagler Park and the Saint Lucie River

Create an employee recognition program.

Referral of sustainable actions by staff could be an objective of the Green Team or promoted as a "Green Moment" in city commission meetings. The intent of promoting these activities and the people that make it happen is to inspire a citywide culture of sustainability.

23. Bolster city advocacy on sustainability issues.

Lobby state and federal government to bolster sustainable policy.

The task of creating a sustainable city is daunting, but collaborative efforts will make a greater and longer-lasting impact. There are many organizations providing guidance and roadmaps to sustainable action. The City is currently working with Martin County to review assess climate vulnerabilities locally while developing a long-term mitigation strategy. Leadership should continue to be active participants and explore other avenues of cooperation locally and abroad.

The City must continue to strengthen its legislative advocacy, particularly at the state level and include such topics in the City's annual legislative priorities. In addition, the City could advocate whenever possible, for amending federal regulations to incentivize the capital investment in renewable energies. Only a holistic framework of environmental, social, and economic solutions will yield the desired results, which require collaboration across the board.

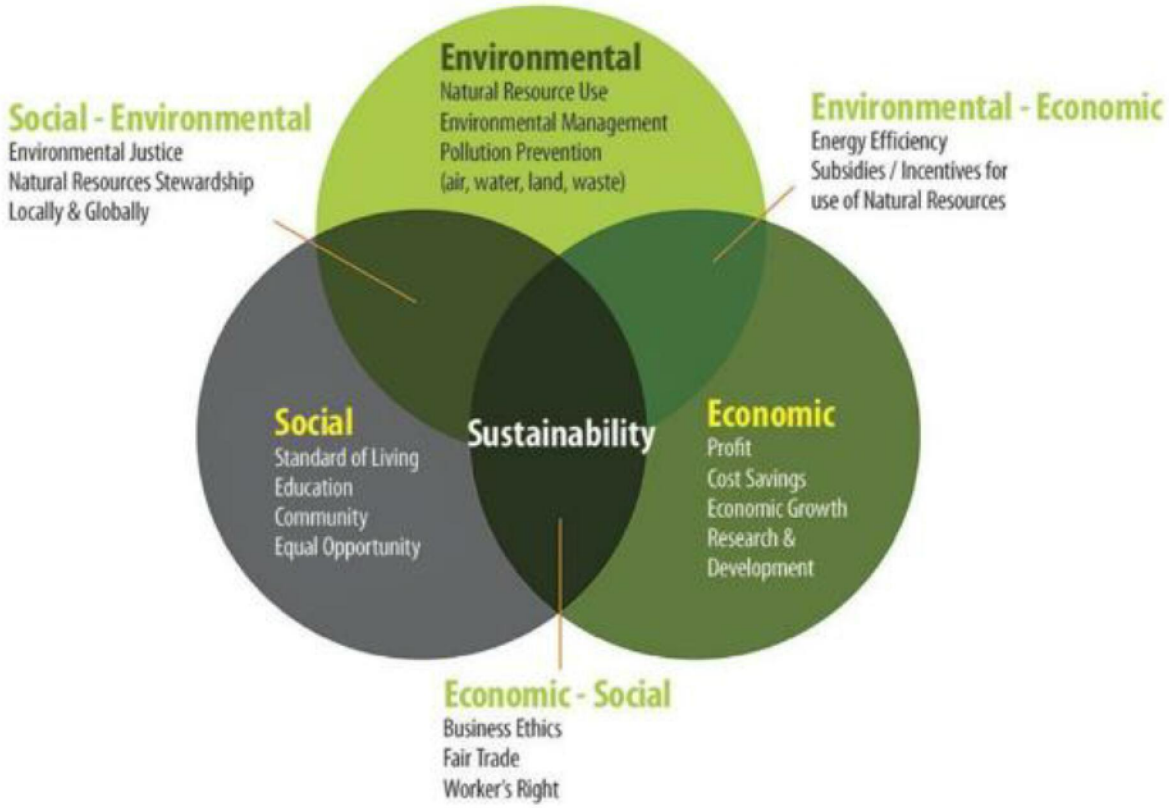
Inform city residents and businesses of sustainability initiatives and goals.

As Stuart implements new policies, projects, and programs through the Sustainability Action Plan, the City should incorporate educational community outreach to keep residents, businesses, and visitors informed. In remaining open, transparent, and inclusive, the City will be better positioned to adapt to the needs and desires of the community with collective buy-in.

Plan Implementation

The City of Stuart is a small urban, full-service municipality that is already experiencing the effects of climate change like many coastal communities in Florida. While some of the challenges reflected in this plan are not yet of urgent concern, the intent of this action framework is to provide for a timeline and incentive to adapt proactively to our changing environment. In so doing, the City may find feasible and practicable solutions to current challenges, while ensuring those changes meet the needs of the future.

The interim Sustainability Committee worked diligently to identify areas for improvement and optional approaches to adapting to growing needs. The goals and objectives identified in this action plan are purposefully broad and open to modification. The intent of provided plan goals and targets is to lay a foundation for city leadership and staff to evaluate and revise according to urgency, resource constraints, and level of risk. The "menu" of options identified herein were not provided to constrain city officials, but rather to ensure synergy and continuity from the drafting of this plan to the implementation throughout the organization.

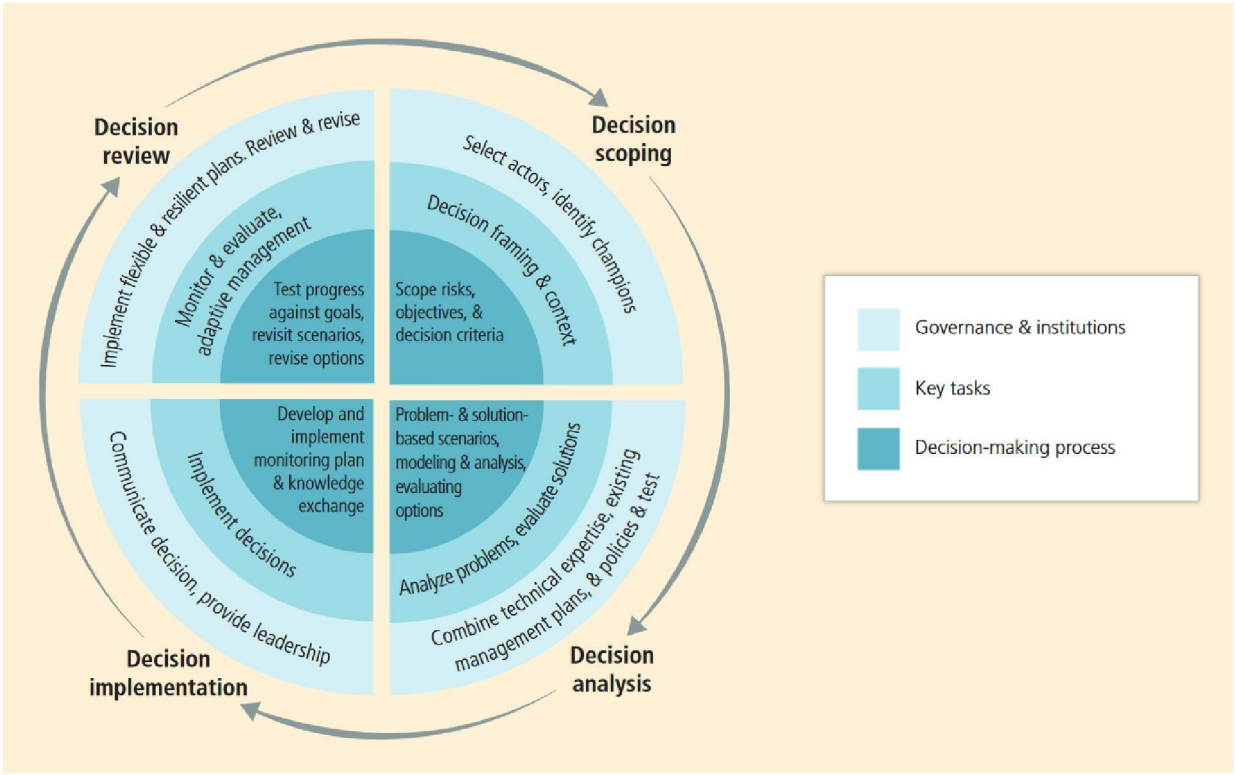


"Triple-Bottom-Line" approach to Sustainability

Review and Assessment

The sustainability committee pursued a "Triple-Bottom-Line" policy framework: incorporating social, environmental, and economic factors. While any one of these three "root" categories can be positively impacted by a future sustainable initiative, priority should be given to a policy, program, or project that would benefit multiple or all three. Conversely, the adoption of sustainability initiatives that have a net positive impact in one category while negatively impacting another should be carefully evaluated for vulnerabilities and net outcomes.

Although most sustainability initiatives will be implemented over an extensive period, a uniform method for reviewing and assessing options for implementation should be included into the decision-making process. Similarly, a uniform method for evaluating the success of policies, programs, and projects will be a critical factor in determining future sustainability projects or in the drafting of any amendments to this plan.



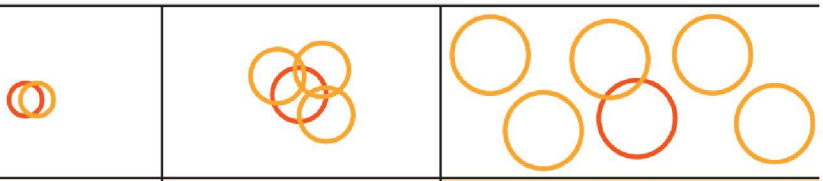
IPCC four-stage process of decision-making graphic

Framework for risk analysis

An Intergovernmental Panel on Climate Change (IPCC) report, *Foundations on Decision Making*, describes iterative risk management as an ongoing process of assessment, action, reassessment, and response that will continue in perpetuity for decades or longer. While the interim Sustainability Committee does not formally recommend adoption of any one risk analysis framework, the IPCC report provides a transferrable model to local sustainability reform.

The following three risk categories are defined in the IPCC analysis as one approach to measuring risk of implementing actions identified in the sustainability plan.

1. Simple risk: Consisting of simple outcomes and communication, with widely accepted and straight forward implementation. *(e.g. installing a butterfly garden in Memorial Park; or EV chargers on public property).*
2. Complicated risk: A more collaborative approach requiring negotiated terms, shared outcomes and calculated risk, and frequent review. *(e.g. Amending city code to require developers to install EV charging infrastructure; or commercial or high-density residential recycling).*
3. Complex risk: A highly process-driven system of collaboration and cooperation among various stakeholders requiring thorough public input and buy-in. *(e.g. Collaborating with MPO to develop a complete streets plan that includes transportation connections to external services).*



Characteristics of decision making	Simple risk	Complicated risk	Complex risk
Methodology	Linear, cause and effect	Top down and/or bottom up, iterative	Iterative and/or adaptive, ongoing and systemic
Approach	Analytic and technical	Collaborative process with technical input	Process driven. Frame and model multiple drivers and valued outcomes
Stakeholder strategy	Communication	Collaboration	Deliberation, creating shared understanding and ownership
Mental models	Common model	Negotiated and shared	Contested initially and negotiated over project
Values and outcomes	Widely accepted	Negotiated over project by user perspectives and calculated risk	Contested initially and negotiated over project
Monitoring	Straightforward	With review and trigger points	As real-time as possible, adaptive with management feedback and trigger points

IPCC hierarchy of simple, complicated, and complex risks and calculation of risk

Conclusion

The City of Stuart Sustainability Action Plan should primarily be viewed as a living document allowing for ever-changing information, innovations, ideas, and methodologies to be assimilated into future actions. The goals, objectives, methods of assessment, and risk analyses are all subject to review and revision in the future as needed by city leadership. The recommendations contained herein will hopefully provide a system of continuity between the development of this plan and policy decisions developed hereafter.

The primary recommendation of the interim Sustainability Committee is for the creation of a Green Task Force comprised of city staff members with direction from the city commission and city manager. The new committee would be resolved to long-term plan implementation, project scoping, and evaluating successes and identifying new vulnerabilities.

The Sustainability Action Plan should be fully reviewed on a biennial basis to evaluate the overall progress of identified goals and priorities.

References

Coastal Flood Exposure Mapper
Maps of your area that show people, places, and natural resources exposed to coastal flooding.

https://www.coast.noaa.gov/floodexposure/#-10575352,4439107,5z

Flood Zones Map
Perform a property search via the county's Flood Zones Map to find out which flood zone your home or property is located in.

http://mcgov.maps.arcgis.com/apps/webappviewer/index.html?id=4b72b96cb58c4e49bbb25ecb5313f681

Storm Surge Map
View local areas which may potentially be inundated with storm surge, or whose evacuation routes may be impacted by storm surge.

http://mcgov.maps.arcgis.com/apps/webappviewer/index.html?id=9fbf0dbea38c4b8eb15930bff1af0acb

Appendix

	Recommendation	County Management	Implementation	Timeline (Short 1-3 yrs, Medium 3-5 yrs, Long 5+ yrs)
County Assets & Infrastructure: Technical Vulnerability Analysis				
1	**Add vulnerability or flood risk factor into capital projects.** Increase opportunities for building resilience to future flood risk into capital planning decisions. Review all existing projects within the Capital Improvement Program, and other County projects as appropriate, considering the data in this study and analyze opportunities to re-prioritize and otherwise plan for those projects to make them more resilient. Clearly identify projects within the Capital Improvement Program that have a resiliency component and indicate such on the CI Needs Assessment.	All departments with construction projects	Further analysis. Comprehensive Plan (Chapter 8)	Short
2	**Consider project life and relationship to sea level rise and flood risk in capital projects.** Incorporate the useful life of infrastructure and relevant sea level rise projections into capital and other county project planning decisions. Identify earliest at-risk infrastructure for adaptation responses: locations that have substantial inundation depths by 2040 and likely require early action to align with current and future capital planning decisions.	All departments with construction projects	Further analysis. Comprehensive Plan.	Short
3	**Expand overall vulnerability assessment to include erosion rates, shoreline elevation, impacted stormwater discharge and commercial area metrics.** Complete a detailed adaptation assessment for earliest at-risk infrastructure. These areas would be identified in collaboration with Resilient Martin personnel and would be informed by the county-wide cost benefit analyses. The result would be full cost-benefit assessments accounting for all costs and benefits of base case (do-nothing) and selected adaptation scenarios. Recommended types of areas to cover different adaptation options. (1) Areas of high coastal erosion - living shoreline, managed retreat, breakwater structures, beach nourishment, rolling easements. (2) Coastal residential areas - living shoreline, managed retreat, improved seawalls, rolling easements. (3) Critical roadway and associated drainage systems to prevent backflow. (4) Critical business area (high density of inundated businesser).	Public Works/ Resilience program	Further analysis	Medium
4	**Make infrastructure retrofits and maintenance projects more resilient.** Link County asset retrofitting and maintenance with resiliency opportunities and compile data on infrastructure age and condition to identify overlap in areas likely needing near-term repair or replacement and areas of significant inundation from sea level rise (asset management system). Investigate the feasibility of including necessary survey level data into infrastructure vulnerability so that all data is digitized into one data source.	Public Works	Further analysis	Short
6	**Improve stormwater vulnerability analysis to factor in more data about structures, drainage basins, storage capacity and rainfall.** Conduct an countywide analysis considering stormwater capacity and drainage potential during various sea level rise and storm surge categories identifying stormwater systems that will be vulnerable (and relationship between public and private drainage systems and structures) to include the following data: (1) Continue work on inventory and development of survey grade data for control elevations of all stormwater conveyance structures including but not limited to pipe outfalls, pipe inverts, drains, etc. (2) Build upon current County work and acquire more detailed drainage basin delineations (presently, the most accessible drainage basin data for the county is the National Watershed Boundary Dataset's HUC12 basins). Determine if data available from SFWMD. These drainage basins provide insight into how water pools in an area. (3) Identify all areas (public and private) that serve as flood water storage (retention basins, etc.) including but not limited to compensating storage areas, stormwater retention ponds, etc. (4) Model various rainfall events. This will allow for a more accurate and complete model representing impacts to stormwater infrastructure.	Public Works	Further analysis	Medium

7	**Enhance sea level rise modeling to link surge from hurricanes, precipitation and shorelines.** Conduct an countywide analysis on the relationship between the following conditions and sea level rise including: (1) Staged, estimated surge heights to understand community vulnerability from various hurricane storm surges (1-5). (2) Best available data on precipitation effects of climate change and related impact to sea level rise into vulnerability analyses (3) Acquire hardened shoreline, seawall, erosion and outfall elevations ideally survey grade. Opportunities for living shorelines and environmentally-basd solutions to hardening shall also be analyzed. (4) Review and revise shoreline policy related to this analysis.	TBD	Further analysis, Comprehensive Plan and Code of Ordinances	Medium
8	**Undertake modeling that related surface water, groundwater and impacts to septic tanks and water supply wels.** Develop an integrated sea level rise, surface and groundwater model to determine the relationships between impacts from, sea level rise, precipitation and flood risk. Identify relationships between sea level rise and saltwater intrusion impacts on public and private water supply wells and septic tanks.	TBD	Further analysis	Medium
9	**Complete property level risk analysis with NFIP data.** Acquire data on active public and private National Flood Insurance Policy locations. This will allow for identification of areas that may be more vulnerable to the effects of sea level rise.	Management	Further analysis	Short
10	**Expand information and coordination on sea level risk impacts to transportation systems.** Build from existing work or conduct a study that considers the impacts of sea level rise to determine how transportation networks will be affected beyond the roadway area focusing on connectivity. Consider partnering with other agencies or jurisdictions that are that are responsible for roadway infrastructure, including but not limited to the Martin MPO Long Range Transportation Plan.	Public Works	Further analysis	Short
11	**Use more detailed information related to elevations to determine road impacts from sea level rise.** Continue to expand analysis related to transportation-based sea level rise impacts with updated LIDAR-derived elevation data for continued transportation-related sea level rise analysis, including but not limited to, data being developed in the FL Peninsular LIDAR project. "Ground-truth" any problematic roadway elevations and features from the vulnerability analysis. This will validate the modeling and provide a better picture of how sea level rise will affect the community.	Public Works	Further analysis	Medium
12	**Analyze individual at risk facilities and assets to prioritize adaptation measures.** Complete site level investigation of facilities, municipal and critical, prioritizing those within the Special Flood Hazard Areas first, those shown as vulnerable in this assessment or those that experience flood impacts, using survey-quality elevation data and engineering assessments of resistance to floodwater. Integration into a GIS management tool could be helpful for future use of this data.	All departments with construction projects	Further analysis	Medium
13	**Incorporate property level building elevations into vulnerability analysis.** Complete acquisition and digitization of public and private building elevation certificates within the zones of impact from sea level rise. This will provide finished first floor elevations allowing more site specific information for those within vulnerable areas. It is anticipated this work will commence the second half of 2020.	Public Works	Further analysis	Short
14	**Use vulnerability information in emergency management planning and project priorities.** Link and encourage use of sea level rise vulnerability analysis in emergency management planning processes. Incorporate vulnerability data into local mitigation strategy and existing emergency management plans.	Emergency Management/ Public Works-Resilience	Planning coordination	Short
15	**Collaborate with SFWMD to understand their coastal structure adaptation projects and relationship to County drainage.** Coordinate with SFWMD on efforts related to adapting their coastal structures and the relationship between those structures and the County's drainage infrastructure vulnerable to sea level rise.	Public Works	Planning coordination	Short
16	**Create complete dataset on hazardous materials use or storage impacts by future flood risk.** Build upon data developed to date to create map series which identifies locations where hazardous materials are used or stored in public and private facilities in relation to the vulnerability assessment.	TDB	Further analysis	Short

17	**Use "pilot" projects to help inform feasibility of adaptation measures.** Identify and use pilot projects (and grant funding where available) to test the effectiveness of adaptation strategies before widespread implementation.	All departments with construction projects	Further analysis and Code of Ordinances	Medium and Long
18	**Link CRA stormwater planning with vulnerability information.** Coordinate Community Redevelopment Area Stormwater Reports/Plans and with vulnerability analysis.	CRAs, Public Works - Stormwater	Planning coordination	Short
19	**Determine if public open spaces can accommodate enhanced stormwater management benefits.** Identify publicly-owned or other lands to be repurposed for dual purposes such as open space recreation, preservation, and stormwater retention.	TBD	Further analysis	Short
20	**Link ongoing sanitary sewer conversions with sea level rise vulnerability analysis.** Update sanitary sewer sea level rise impact map series with information from septic changeout program.	Public Works - Resilience, Utilities - GIS	Further analysis	Short
County Assets & Infrastructure: Economic Analysis				
21	**Analyze future flood damage and economic impact to properties.** Conduct a countywide property damage assessment aligning inundation depths and property values for future sea level rise impacts to support analysis related to prioritizing adaptation projects as well as cost-benefit of project implementation and/or funding strategies. Incorporate demographic and socio-economic data into this analysis to address project priorities based on equity considerations.	TBD	Further analysis	Short
22	**Update previous economic analysis related to adaptation strategies.** Update previous economic analysis related to cost benefit of adaptation strategies, update and expand cost-benefit analyses for selected adaptations (combines damage costs / property value costs with benefit and cost data for specific selected adaptations: transfer of development rights, hardening, backflow prevention, land acquisitions and others).	TBD	Further analysis	Short
23	**Determine costs and funding sources for adaptation.** Analyze various funding strategies for County adaptation including grants for adaptation and mitigation projects identifying: (1) How much funding is realistically available; (2) What are the available financing options for public and private investment? (3) Where are P3 funding options viable? (filters: high economic value of outcomes, identified uncertainty/risk, insufficient funding); (4) What strategies should be used to attract private investment?	TBD	Further analysis	Medium
County Assets & Infrastructure: Policy Development				
24	**Integrate Sea Level Rise projections into Comprehensive Plan and Design elements of Code.** Adopt regional sea level rise projections into planning and design processes.	Growth Management	Comprehensive Plan and Land Development Regulations	Short
27	**Review Comprehensive Plan and Code for consistency with recommendation in the Resilient Martin Plan.** Conduct comprehensive review and analysis of Comprehensive Growth Management Plan and Code for consistency with RWMP and opportunities to create and strengthen resiliency goals, objectives and policies throughout including, but not limited to, the establishment of Adaptation Action Areas within the Coastal Element or another Comprehensive Plan Chapter.	Growth Management	Comprehensive Plan and Lard Development Regulations	Short
County Assets & Infrastructure: Agency or Stakeholder Coordination				
25	**Update the BOCC annually on Resilient Martin.** Annually update Board of County Commissioners on progress made related to resiliency planning	Public Works - Resilience Program	Planning coordination	Ongoing
26	**Coordinate vulnerability work with the Municipalities.** Coordinate on joint planning within areas where County infrastructure and assets are identified as vulnerable but are located within municipal boundaries.	Pupblic Works - Resilience Program	Planning coordination	Medium
County Assets & Infrastructure: CRS Improvement				
28	**Track citizen RFS related to alleviating flood impacts.** Maintain a multi-departmental centralized or connected database system and make sure that this additional information is being provided to property owners and residents who call, email, or visit the County. The County also needs to publicize to the community that this service is available, along with the types of information that the City can provide about flood risks. **CRS Credit:** MIB (Problems not shown on the FIRM).	Public Works - Floodplain Management Program	Further analysis	Short

29	**Adopt Watershed Management Plan for CRS submittal.** Formally adopt the Watershed Management Plan as required for CRS and reevaluate the impacts of climate change at the plan suggested intervals (every 3-5 years). **CRS Credit:** Activity 450 Watershed Master Planning.	Public Works - Floodplain Management Program	Further analysis	Short
30	**Complete repetitive loss analysis for CRS submittal.** Data of on properties acquired or relocated that are featured on the repetitive loss list should be added to the vulnerability geodatabase as they may be helpful to achieve credit in the CRS program. Maximize activities within the CRS program related to repetitive loss properties including analysis and outreach. Conduct an analysis of the properties identified on the repetitive loss list to understand what areas may experience worsened flooding impacts due to sea level rise.	Public Works - Floodplain Management Program	Further analysis	Short
5	**Determine if analysis in CRS for levee or dam structures is beneficial.** Address Activity 620 and 630 in the Community Rating System program by identifying any levee or dam structures that should be mapped incorporating the Special Flood Hazard Area, 500-year inundation boundaries, buildings and first floors.	Public Works - Floodplain Management Program	Further analysis	Short
Land Development				
31	**Ensure debris management policies reduce impacts to stormwater functions.** Review landscaping debris and maintenance requirements for opportunities to enhance standards on private property to protect functions of stormwater infrastructure. Enhance pre-disaster and post-disaster debris management activities to increase clearing and decrease obstruction after storm events (including permit streamlining and debris mulching opportunities) for residents and County facilities.	TBD	Code of Ordinances	Short
32	**Increase stormwater management requirements** on parcels. Based on vulnerability assessment inundation map series, review and enhance onsite stormwater retention standards (including site plan review process), for example strategies could include low impact development, complete streets and other related tools such as: (1) Incentivize property owners to preserve open space, install bioswales and green infrastructure. (2) Standards for parking lots to allow for permeable materials, require green infrastructure for drainage, and discourage large paved areas. (3) Review setback requirements along vulnerable rights-of-way for opportunities to require additional space for stormwater management infrastructure (4) Linkages to the elements of the Martin County Redevelopment Agency "Stormwater Design Toolkit" for business owners. (5) Review and revise standards for private development projects (6) Revise LDR purpose and intent language to include floodwater management and resiliency policy goals	Growth Management, Public Works	Code of Ordinances	Short
33	**Develop a list of feasible property owner adaptation strategies and revise Code if necessary to facilitate implementation.** Explore the ability of building codes and other regulations to incorporate 4 main adaptations (FDEP 2018 Adaptation Planning Guidebook): protection, accommodation, retreat, and avoidance. Incorporate spatial data (water inundation depths) into other planning and regulatory efforts to determine the feasibility of implementing a range of adaptation strategies. This may require review and revision of site development standards such as varying freeboard requirements, fill material requirements, shoreline hardening options, natural resiliency strategies related to vegetative requirements, natural resource buffering, setbacks and open space as well as elevation and floodproofing methods. Upon the development of a range of adaptation strategies **feasible,** considering the different site characteristics across the County, the County shall amend the Land Development Code as appropriate. Land development and adaptation strategies shall consider opportunities to enhance walkable communities incorporated principles of mixed use.	Building Department, Growth Management	Code of Ordinances (LDRs) and Comprehensive Plan	Medium - Long

34	**Better link building elevation information and inundation mapping for property owners to reduce risk in new constructions and retrofits** Identify how to operationalize inundation vulnerability findings by establishing a process where inundation data is utilized in building permits. Educate surveyors and mappers regarding requirements to submit elevation certificates to the Florida Division of Emergency Management consistent with Section 472.0366, F.S. To continue to update elevation certificate data countywide, require developers to submit signed and sealed elevation certificates with site plans and digitize to build dataset for incorporation into vulnerability analyses.	Building Department, Growth Management	Code of Ordinances and Comprehensive Plan	Medium
35	**Review, update or develop policies to protect historic structures from future flood risk.** Develop policies and procedures for historic structures in highly-vulnerable areas to adapt and make resilience improvements.	Growth Management	Code of Ordinances and Comprehensive Plan	Short
36	**Increase the minimum elevation of buildings (freeboard) in at risk locations.** Following models from other local governments, explore opportunities to enhance freeboard requirements and allow concurrent and corresponding height limit relief up to a maximum cap, narrowly limited to resiliency and adaption for structures. Analyze CRS benefits from implementation of this strategy.	TBD	Code of Ordinances and Comprehensive Plan	Short
37	**Pursue and develop programs that help property owners adapt their properties to mitigate future flood risk.** Develop funding options and the development of programs to assist property owners (residential and commercial) with adaptation strategies and acquisition of vulnerable properties.	TBD	Further analysis	Medium
Natural Resources				
38	**Promote rainwater harvesting to increase on site retention of flood water for beneficial reuse.** To improve water quality and manage more stormwater onsite, review the LDR to determine if any barriers exist to allow rainwater harvesting and eliminate them; as well as promote criteria for rainwater harvesting and cisterns and also provide educational materials for their use.	Growth Management	Code of Ordinances	Short
39	**Increase utilization of passive green infrastructure projects (such as swales and retention areas) by partnering to develop list of project types and feasible implementation through permits and Code.** With input from SFWMD and other jurisdictions, identify green infrastructure policy and project opportunities to manage stormwater, natural lands and improve water quality and increase resiliency.	Growth Management, Public Works	Planning coordination	Short
40	**Contribute vulnerability information to regional discussions on land and water resource protection.** Continue coordination with nearby local governments and with state and federal agencies to address existing and regional water management practices that may affect water quality, land acquisition and management and natural ecosystems utilizing vulnerability data.	TBD	Planning coordination (LDR)	Short
41	**Model impacts to changing habitats from sea level rise.** Update data and vulnerability analysis with output from a modeling tool such as SLAMM to help inform land acquisition and management strategy due to changing habitat types from sea level rise impacts including dependent species, listed or protected, and to develop strategies for adaptation in coordination with other Federal and State agencies. Identify natural shorelines within this process. Based upon this data, the County shall consider mitigation and adaptation to address vulnerabilities of natural resources as feasible.	TBD	Further analysis	Medium
42	**Integrate coastal information into vulnerability assessment.** Continue to update data and vulnerability analysis regarding coastal processes impacted by sea level rise.	Coastal	Further analysis	Medium
Socioeconomic				

43	**Increase communications with the business community on Resilient Martin.** Enhance engagement with the business sector on Martin County's vulnerability and adaptation strategies to avoid business disruption due to floods, weather events and disasters. Link the Resilient Martin website to the Stuart/Martin County Chamber of Commerce (and other avenues where business leaders access information) as an early step in messaging about preparedness. Organize a stakeholder group to develop a strategy to assist business leaders explore climate vulnerabilities related to communication, worker safety, public/private partnerships, and other issues to prepare for business adaptations. Additionally, public-private partnerships for adaptation should be examined.	Public Works - Resilience, Tourism, CRA, Growth Management	Planning coordination	Short
44	**Improve community discussions the projected impacts of climate change on the County.** Increase community awareness of natural or man-made hazards and future vulnerabilities including but not limited to, sea level rise, flooding, extreme heat, ocean acidification and coral reef threats, changes in vector borne diseases, severe weather events, shifting habitats and other stressors. This will include conveying the need, coordination and differences between public infrastructure investments and adaptations versus those that might address private property vulnerability.	Public Works - Resilience, Tourism, CRA, Growth Management	Planning coordination	Ongoing
45	**Exchange vulnerability information with asset owners throughout the County such as hospitals and the School District.** Coordinate vulnerability information for non-County owned critical facilities and work with agencies or property owners to plan for adaptation projects. For example: schools.	TBD	Planning coordination	Short
46	**Specifically target socially and economically vulnerable populations in community outreach activities.** Identify socially and economically vulnerable populations and neighborhoods and develop strategies to ensure equitable distribution of improvements and inclusive communication and outreach to those communities. Identify resources particularly suited for vulnerable communities and businesses for climate change preparedness. An increased emphasis on education, training, and resources should be considered as a resilience strategy. Outreach efforts within these particular groups may help resiliency efforts within socially vulnerable communities. Communication may take the form of increased accessibility of hazard data to the community through web portals, brochures, etc.	TBD	Further analysis	Ongoing
47	**Coordinate vulnerability information with Department of Health.** Exchange vulnerability data with Department of Health to determine risks and vulnerabilities related to the health impacts of climate change such as vector borne diseases.	Public Works and Others	Planning coordination	Ongoing
48	**Enhance regional vulnerability discussions through providing vulnerability data to the Regional Planning Council.** Build and compare data on economic impacts from vulnerability with the previous work of the Treasure Coast Regional Planning Council and other regional sources.	TBD	Further analysis	Short

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/9/2020 **Prepared by:** Michael J. Mortell

Title of Item:

CITY ATTORNEY IS REQUESTING TO SCHEDULE AN ATTORNEY-CLIENT MEETING WITH THE CITY COMMISSIONERS AND CITY MANAGER IN ACCORDANCE WITH SECTION 286.011(8), FLORIDA STATUTES.

Summary Explanation/Background Information on Agenda Request:

Following a recent overview and discussion of the case in the public forum, the City Attorney is seeking an attorney-client session with the City Commissioners and City Manager to obtain advice about settlement negotiations and/or strategy related to litigation in the cases of Waters Edge Recovery, LLC v. City of Stuart and City of Stuart v Harborage Cottages - Stuart, LLLP, and Northside Marina Venture, LLC., and PBA union negotiations.

Funding Source:

N/A

Recommended Action:

Schedule Attorney Client meeting

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/9/2020 **Prepared by:** Stephen Mayer

Title of Item:

LAND DEVELOPMENT CODE TEXT AMENDMENT R2 AND R3 ZONING DISTRICTS (RC):

ORDINANCE No. 2454-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING SECTION 2.04.00, OF THE LAND DEVELOPMENT CODE ENTITLED "AREA, IMPERVIOUS SURFACE, SETBACK, AND HEIGHT REQUIREMENTS" OF CHAPTER II, TABLE 5 ENTITLED "RESIDENTIAL AREA, IMPERVIOUS SURFACE COVERAGE, SETBACKS, AND HEIGHT REQUIREMENTS" AND SECTION 2.04.02 OF THE LAND DEVELOPMENT CODE ENTITLED "SUPPLEMENTAL AREA REQUIREMENTS", IN RESPECT OF STANDARDS FOR LOT SIZE, LOT WIDTH AND BUILDING SETBACKS FOR THE R-2 AND R-3 ZONING DISTRICTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

History
The item was presented to the Local Planning Agency (LPA) on October 8th. Staff amended the proposed Ordinance to accommodate LPA recommendations and suggestions regarding setbacks. The item was then presented to City Commission at its First Reading on October 26th, 2020. Staff have incorporated amendments to front and rear setbacks as recommended.

Summary
Staff is proposing changes to the Land Development Code within the R-2 and R-3 zoning district regulations (as it pertains to minimum lot area, lot width and side setbacks) for the following reasons:

1. Provide consistency between the lot width and sizes in the Land Development Code and the densities in the Comprehensive Plan;
2. Remove the disincentives of building single family lots within the R-2 and R-3 zoning districts; and
3. Correct minor technical errors in the R-2 and R-3 minimum side setbacks regarding duplex and town homes, specifically the zero lot line side of those housing types.

1.Staff notes an inconsistency between the R-2 and R-3 zoning district regulations and the City's Comprehensive Plan. The existing R-2 and R-3 zoning district regulations require 60' wide lots and 6,000 square foot area for single family lots. This is larger than the maximum density allowed by code (10 dwelling units per acre) by 10' in width and nearly 1,700 square feet in area. This is not only contrary to our Comprehensive Plan density, but it is also contrary to the historic platting of many of our R-2 and R-3 zoned property. Staff proposes to lower the maximum area for R-2 to 5,000 square feet, or equal to the 8.7 dwelling units per acre allowed by the Comprehensive Plan in Residential Low. In the same regard, staff proposes to lower the R-3 maximum area to 4,356, or equal to the 10 dwelling units per acre allowed in Multi-Family Residential. In order to accomplish this goal, staff has also proposed reducing the minimum width to 50'. There is historic precedent for 50' lots, as many of R-2 and R-3 lots that have been platted, included 50' lots or even smaller. Staff has attached the historic plats of some of the major areas where a mix of single family and duplex houses currently exist.

2. The prevailing direction in affordable housing solutions is to encourage all forms of housing development within the City, including smaller single family homes. At current. the City Land Development Code (LDC), R-2 and R-3 zoning district regulations, encourage the development of multi-family property and discourages the property being utilized for single family lots.

Areas that are predominately duplexes are not affected by the Text Amendment, as the size and lot area for duplexes is not being changed. However, there are areas in which the City has known potential for small, cottage style single family lot development. It is the opinion of staff that the City code should promote the development of this property as single family equally versus multi-family. Because the existing regulations allow for the maximum density to be achieved for duplexes in the R-2 and town homes in the R-3 districts respectively, the code provides a disincentive to develop single family lots instead.

Staff also recommends the side setback for single family lots in the R-2 and R-3 zoning districts be reduced from 7.5 and 8 feet to 5 for one and two story residences, in order to accommodate the narrower lot width. 5 feet is customary for 50' lots that are found in the urban district. Similar to code in the East Stuart district, three story buildings will remain at 7.5 and 8 feet. Also, based on the motion at First Reading, staff has reduced the front and rear setbacks to 15' and 20' accordingly.

3. Staff is correcting minor interpretation errors in regards to duplexes and other zero lot line dwellings such as town homes. By there nature, the side setback that shares the duplex common wall or the town home devising line, would have to have a setback of 0. The Land Development Code allows for these housing types, but does not indicate that the side setback can go to 0 in these circumstances.

The areas that are affected by the Zoning Text Amendment are highlighted by the attached maps. They are all properties within the R-2 and R-3 zoning districts. If a property is currently developed as a duplex, multi-family or nonresidential, the changes will not create a non-conformity. The changes staff is proposing will bring some properties that exist as 50' wide single family into conformity.

Funding Source:

N/A

Recommended Action:

Motion to approve Ordinance 2454-2020 on Second Reading.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	A1. Ordinance 2454-2020	10/30/2020	Ordinance add to Y drive
🗋	D1. R2 Zoning Map Areas	9/30/2020	Attachment
🗋	D2. R3 Zoning Map Areas	9/30/2020	Attachment

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2454-2020

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING SECTION 2.04.00, OF THE LAND DEVELOPMENT CODE ENTITLED "AREA, IMPERVIOUS SURFACE, SETBACK, AND HEIGHT REQUIREMENTS" OF CHAPTER II, TABLE 5 ENTITLED "RESIDENTIAL AREA, IMPERVIOUS SURFACE COVERAGE, SETBACKS, AND HEIGHT REQUIREMENTS" AND SECTION 2.04.02 OF THE LAND DEVELOPMENT CODE ENTITLED "SUPPLEMENTAL AREA REQUIREMENTS", IN RESPECT OF STANDARDS FOR LOT SIZE, LOT WIDTH AND BUILDING SETBACKS FOR THE R-2 AND R-3 ZONING DISTRICTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES..

* * * * *

WHEREAS, the purpose of this Land Development Code amendment is to support the objectives of the City's Comprehensive Plan; and

WHEREAS, the purpose of this Land Development Code amendment is to establish minimum criteria for provision of single-family lot sizes, lot widths, and building setbacks in the Residential Single Family/Duplex (R-2) and the Residential Multi-Family (R-3) zoning districts; and

WHEREAS, the Land Planning Agency reviewed the proposed amendments to the Land Development Code at a public hearing on October 8, 2020; and

WHEREAS, the City Commission duly scheduled, advertised, and held a public hearing on October 26, 2020, to consider this ordinance and provide for full public participation in the Land Development Code amendment process.

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

SECTION 1: The Stuart Land Development Code is hereby amended as follows:

Chapter 2 – Zoning Districts Uses Allowed, Density, Intensity

2.04.00 Area, Impervious Surface, Setback and Height Requirements

2.04.01 Generally

Table 5 – Residential Area, Impervious Surface Coverage, Setback and Height Requirements

Standard	R-1A	R-1	R-2 (Single-family)	R-2 (Two-Family)	R-3 (Single-family)	R-3 (Two-family)	R-3 (Multi-family)	R-3 (Professional Bldg.)	R-3 (Residential units with business)
Minimum zoning lot size:									
Minimum lot area (sq. feet)	10,000	7,500	~~6,000~~ 5,000	7,500	~~6,000~~ 4,356	7,500	10,000	10,000	10,000
Minimum lot width (feet)	100'	75'	~~60'~~ 50'	75' *	~~60'~~ 50'	75' *	100'	100'	100'
Maximum Impervious Surface Coverage	50%	50%	50%	50%	50%	50%	40%	40%	40%
Building Setback (Minimum Yards):									
Minimum front	25'	25'	25'	30'	~~25'~~ 20'	30'	25'	25'	25'
Minimum side	10'	7.5'	5' for one and two story 7.5' for three story	10' **	5' for one and two story 8' for three story	10' **	15' **	15'	25'
Minimum rear	15'	15'	15'	20'	~~20'~~ 15'	20'	20'	20'	20'
Maximum Building Height	35'	35'	35'	35'	35'	35'	35'	45'	45'
Maximum Number of Stories	3	3	3	3	3	3	3	4	4
Note: The above table does not apply to the CRA except for footnotes 1 and 2 noted below. Refer to chapter III, Special Zoning Codes for the development standards for the CRA. * Total width for both duplex units ** A zero-foot setback allowed for common wall of duplex dwelling units and fee-simple townhome devising walls									

Sec. 2.04.02. - Supplemental area requirements

A. Minimum width and area of lots.

1. No lot, even though it may consist of one or more adjacent lots of record, shall be reduced so that the lot width or depth, front, side or rear yard, minimum lot area or other requirements of this Code are not maintained. This section shall not apply when a portion of a lot is subsequently acquired for public purposes.

2. No residential lot shall be less than ~~60~~ 50 feet in width. In the case of irregularly shaped lots, the average lot width shall be measured and determined in accordance with the definition of average lot width set forth in chapter XII.

3. No platted lot shall contain less than ~~6,000~~ 4,356 square feet.

B. Adjoining lots of record.

1. If two or more adjoining lots with continuous frontage are in a single ownership at any time and such lots individually are less than the lot width requirements for the zone in which they are located, such groups of lots shall be considered as a single lot or several lots of minimum permitted size and the resulting lot or lots shall be subject to the dimensional requirements of this chapter.

*****

SECTION 2: All ordinances or parts of ordinances herewith are hereby repealed to the extent of such conflict.

SECTION 3: If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 4: The provision of Sections 1 of this ordinance shall be codified.

SECTION 5: This ordinance shall take effect upon adoption

Passed on first reading the ____ day of _____, 2020.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				
TROY MACDONALD, COMMISSIONER				

ADOPTED on second and final reading this _____day of _____, 2020.

ATTEST:

_____ _____

MARY R. KINDEL MICHAEL J. MEIER

CITY CLERK MAYOR

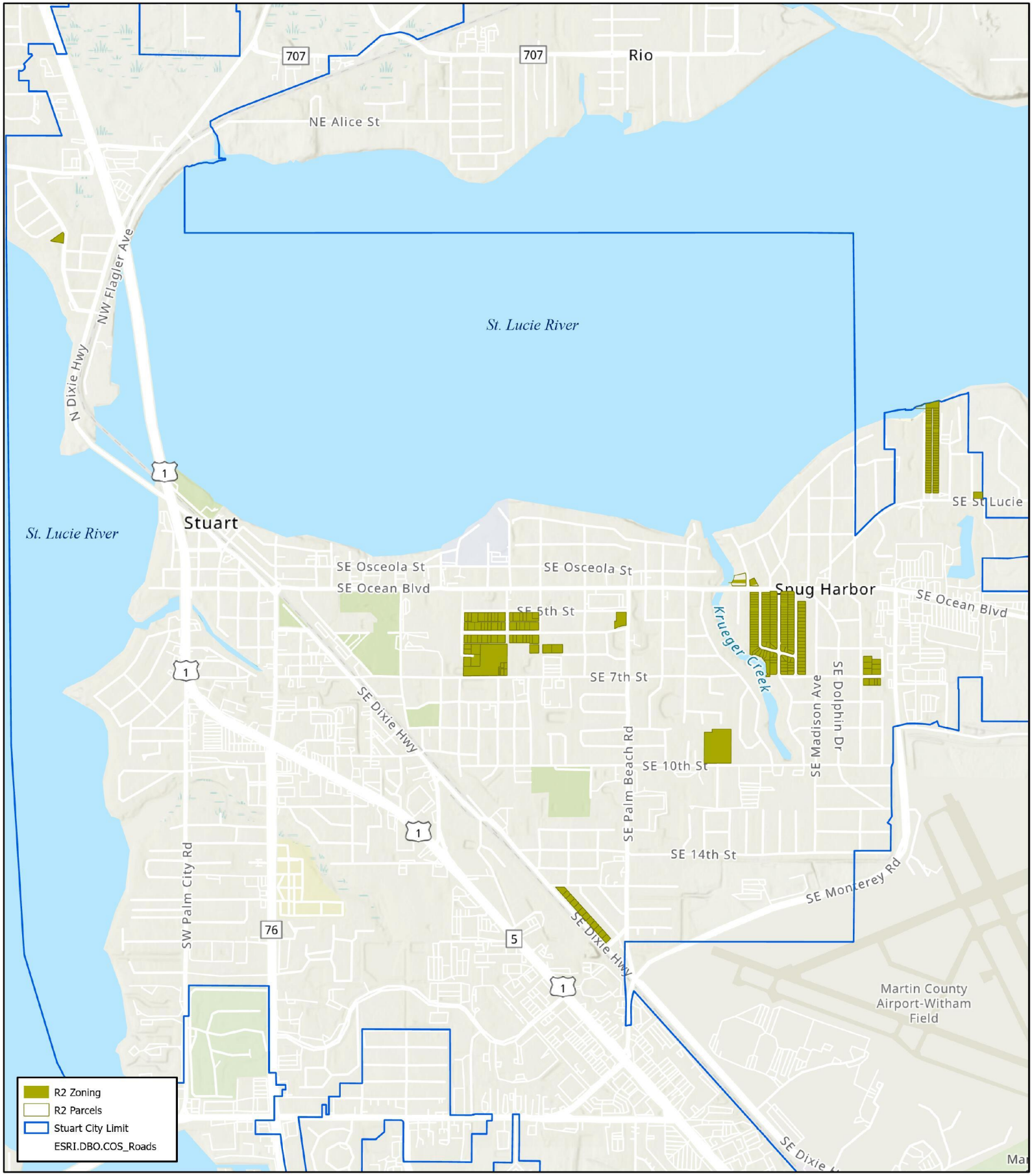
APPROVED AS TO FORM

AND CORRECTNESS:

_____

MICHAEL J. MORTELL

CITY ATTORNEY



City of Stuart R-2 Zoning

309 Parcels

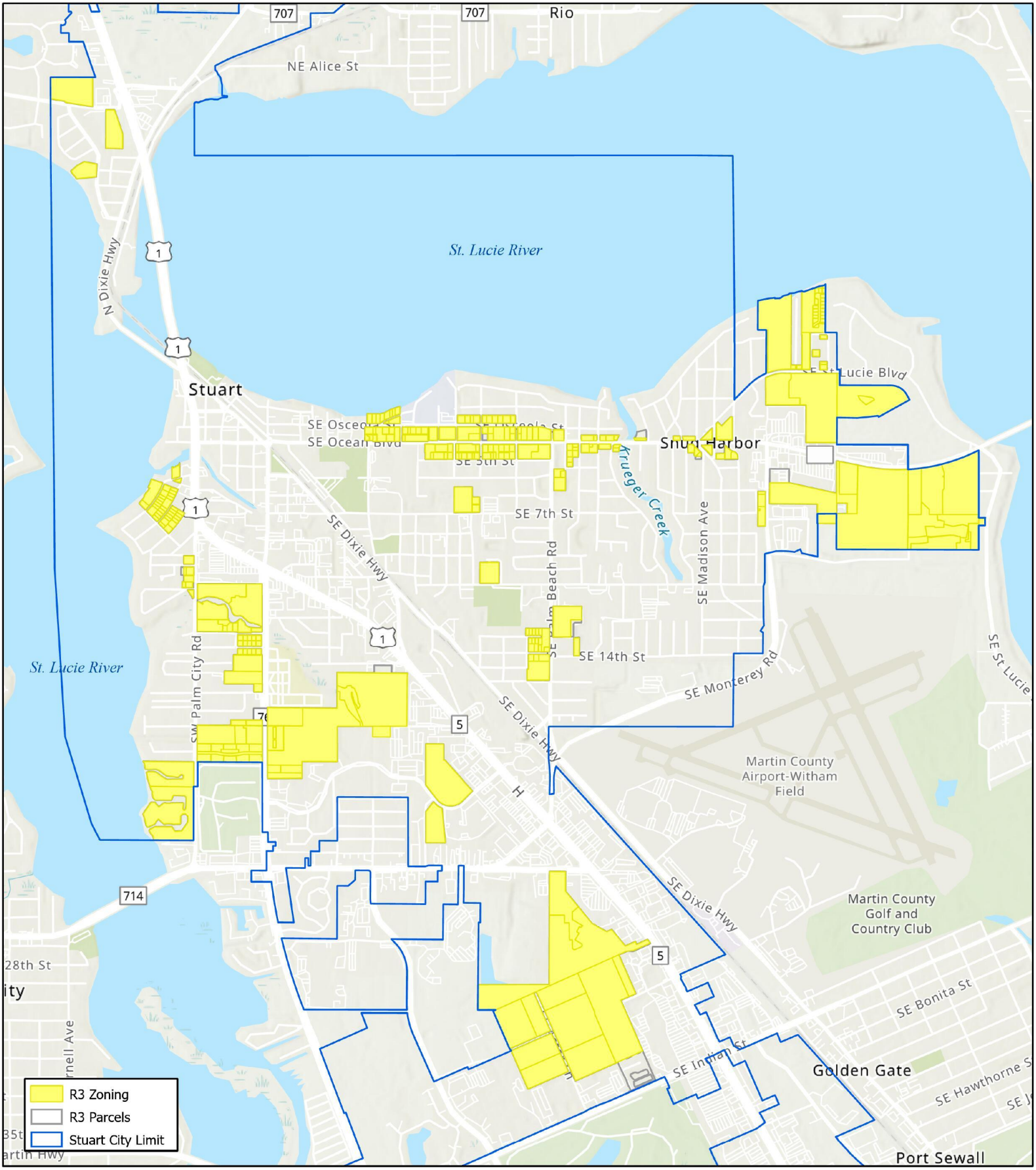
Approximately 51.95 Acres

0.3 0.15 0 0.3 Miles

11092020 CCM

Stuart

N



City of Stuart R-3 Zoning

3,908 Parcels
Approximately 62,098 Acres

0.4 0.2 0 0.4 Miles

11092020 CCM

N

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/9/2020 **Prepared by:** Kev Freeman

Title of Item:

(REQUEST TO CONTINUE TO DATE CERTAIN OF NOVEMBER 23, 2020 CCM)
HANEY CREEK ANNEXATION - ANNEXATION OF CITY OWNED PROPERTY AT HANEY CREEK (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2452-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ANNEXING, ALLOCATING A FUTURE LAND USE OF CONSERVATION AND ALLOCATING A ZONING CATEGORY OF PUBLIC FOR FOUR (4) CITY OWNED PROPERTIES ADJACENT TO HANEY CREEK AND NW BAKER ROAD AND WHICH ARE SUBJECT TO A FLORIDA COMMUNITIES TRUST GRANT AWARD AGREEMENT AND BEING MORE FULLY DESCRIBED IN EXHIBITS A1, A2, A3 and A4 ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Staff request a continuance to ensure that all site notices are in place 15 days prior to the Local Planning Agency meeting now scheduled for November 12th, 2020.

Background
The four (4) properties subject of this application are affected by the conditions and restrictions contained within a Florida Communities Trust Grand Award Agreement dated 28th June, 2000. The agreement sets out the conservation of an area of land contiguous to the Haney Creek watershed. The agreement further states that the properties within the project site should be assigned a Future Land Use of Open Space, Conservation or outdoor recreation uses.

At the present time the properties are within the jurisdiction of Martin County and each are assigned a Future Land Use of one of either Mobile Home, Low Density or Medium Density.

Summary

Staff have confirmed with the County Administrator that they have no objection to the annexation of the properties subject of this application. Staff have also confirmed that County is not interested in the annexation of the remaining County owned parcel, which has a Future Land Use of Low Density.

The proposal is therefore to annex the four (4) City owned properties into the City limits and to allocate a future land use category of Conservation and zoning category of Public to each property.

Conservation future land use is defined in the Comprehensive Plan such: The purpose[s] of the conservation category include: to conserve and protect natural resources including wetlands, floodplains, unique native vegetation, and habitat of listed species; to provide flood control; and to provide a general open space amenity.

Uses allowed include passive recreation support facilities and other public facilities and utilities which do not conflict with the purpose of this land use category.

A Public zoning category allows uses that are of a public function such as parks.

Funding Source:

N/A

Recommended Action:

Recommend a continuance to a date certain of November 23rd, 2020.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	A1. Ord 2452-2020 Haney Creek City Properties	9/28/2020	Ordinance add to Y drive
🗋	A2. Exhibit A1 to Ord 2452-2020	9/28/2020	Exhibit
🗋	A3. Exhibit A2 to Ord 2452-2020	9/28/2020	Exhibit
🗋	A4. Exhibit A3 to Ordinance 2452-2020	9/28/2020	Exhibit
🗋	A5. Exhibit A4 to Ordinance 2452-2020	9/28/2020	Exhibit
🗋	C1. Subject Property	9/28/2020	Backup Material
🗋	C2. Notification Property Owners 300ft	9/28/2020	Attachment
🗋	C3. County Notification	9/28/2020	Attachment
🗋	D1. Resolution 181-98	9/25/2020	Backup Material
🗋	D2. FCT Grant Agreement	9/25/2020	Backup Material
🗋	City Attorney Letter	10/1/2020	Backup Material

Return to:

City Attorney's Office
City of Stuart
121 SW Flagler Street
Stuart, FL 34994

ORDINANCE No. 2452-2020

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ANNEXING, ALLOCATING A FUTURE LAND USE OF CONSERVATION AND ALLOCATING A ZONING CATEGORY OF PUBLIC FOR FOUR CITY OWNED PROPERTIES ADJACENT TO HANEY CREEK AND NW BAKER ROAD AND WHICH ARE SUBJECT TO A FLORIDA COMMUNITIES TRUST GRANT AWARD AGREEMENT AND BEING MORE FULLY DESCRIBED IN EXHIBITS A1, A2, A3 and A4 ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

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WHEREAS, The City of Stuart as petitioner, constituting the fee simple title holder to the four (4) parcels consisting of a combined 42.46 acres, more particularly described in **Exhibits "A1, A2, A3 and A4"**, attached hereto and made a part thereof, has voluntarily requested the City of Stuart annex said land into the corporate limits of the City; and

WHEREAS, the City Commission, has considered the Petitioner's voluntary request for annexation, and has also considered the recommendation of the Stuart Local Planning Agency and City staff.

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

SECTION 1. Findings. The City Commission finds the above statements are true and

correct,

and serve as a basis for consideration of this ordinance; that said lands are contiguous with the corporate limits of the City of Stuart, creates no enclaves, is reasonably compact, and that the City can effectively provide police, fire, and sanitary services to said land, all in compliance with the terms and requirements of Sec. 171.44, Florida Statutes, and the City of Stuart Code.

SECTION 2. Annexation. The parcels of lands more particularly described in **Exhibits "A1, A2, A3 and A4",** are hereby annexed into and shall be within the corporate limits of the City of Stuart, Florida, and that same shall henceforth be a part of said City as if said lands were originally a part of the City of Stuart.

SECTION 3. Future Land Use. The parcels of lands more particularly described in **Exhibits "A1, A2, A3 and A4",** are hereby designated a City of Stuart Future Land Use of Conservation.

SECTION 4. Zoning. The parcels of lands more particularly described in **Exhibits "A1, A2, A3 and A4",** are hereby designated a City of Stuart zoning category of Public.

SECTION 5. Directions to the City Clerk. The City Clerk shall cause the boundaries as set forth in the City's Charter to be amended and codified. The City Clerk shall submit such documentation as required by law to give effect to this ordinance to the Clerk of the Circuit Court, Board of County Commissioners Florida Statute 171.044(6) within 10 days prior to second reading adoption, the Chief Administrative Officer of Martin County, and the Florida Department of State within seven (7) days following adoption, in accordance with Section 171.044, Florida Statutes. Upon complete execution of this Ordinance, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

SECTION 6. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

SECTION 7. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance. The corporate boundary of the City shall be re-codified to include lands annexed.

SECTION 8. Adoption. This ordinance shall take effect upon adoption

Passed on first reading the ____ day of _____ 2020.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				

ADOPTED on second and final reading this _____day of _____, 2020.

ATTEST:

_____ _____

MARY R. KINDEL MICHAEL J. MEIER

CITY CLERK MAYOR

APPROVED AS TO FORM

AND CORRECTNESS:

_____

MICHAEL J. MORTELL

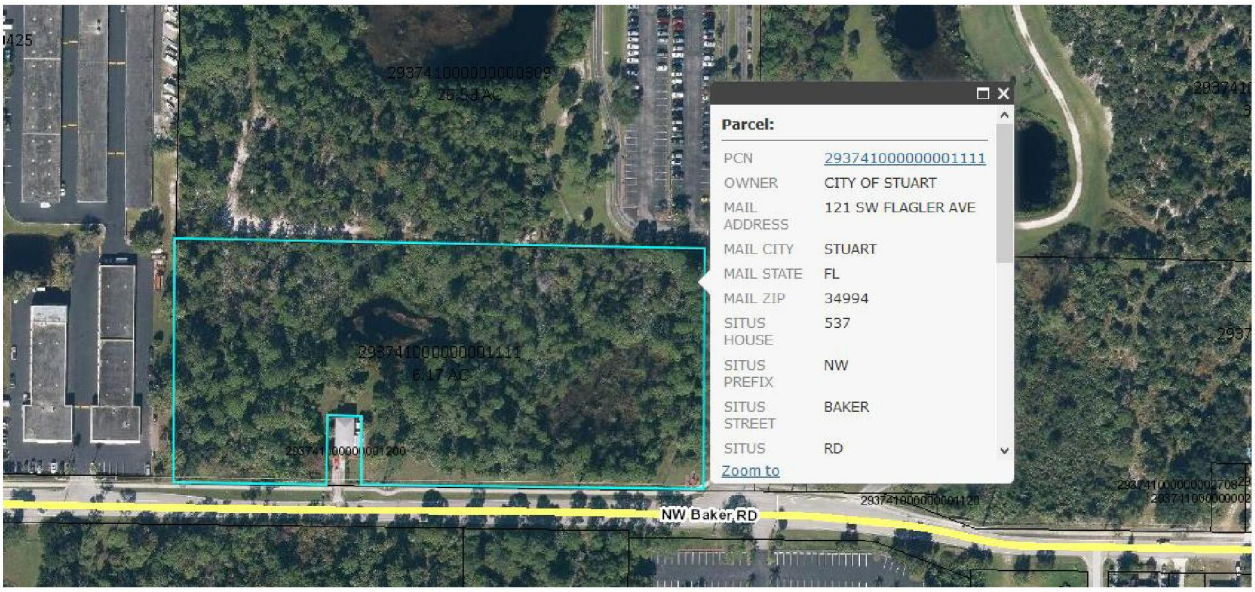
CITY ATTORNEY

Exhibits

EXHIBIT A1 to Ordinance 2452-2020

PARCEL ID: **29-37-41-000-000-00111-1** ACRES: **6.12**

ADDRESS: **537 NW BAKER RD, STUART**



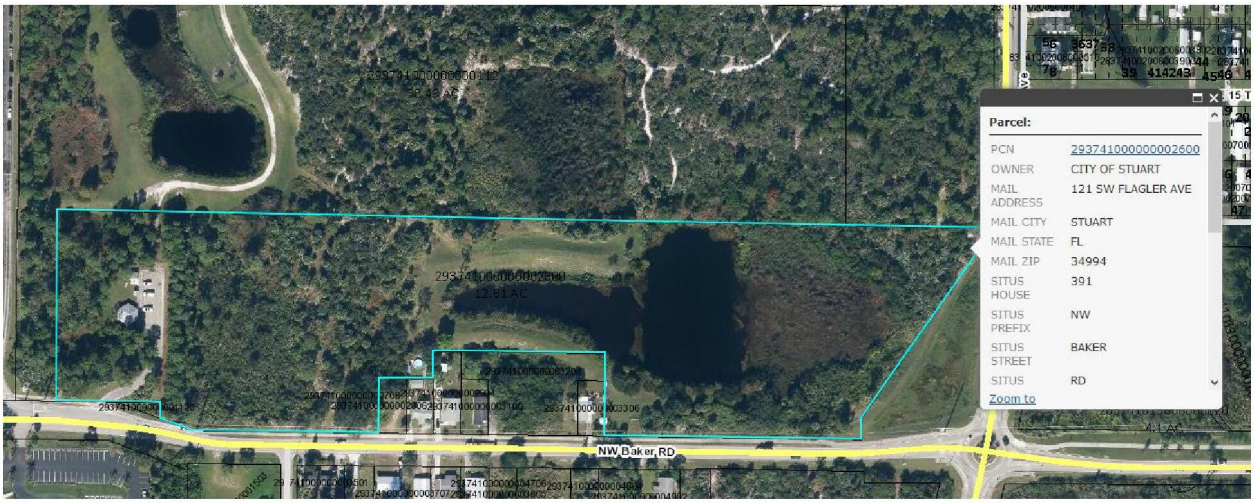
LEGAL DESCRIPTION

Commence at the Southeast corner of Section 29, Township 37 South, Range 41 East, Martin County, Florida, thence N 88°49'00" W along the South line of said section, a distance of 272.50', thence N 00°15'00" E along a line parallel to the East line of said section a distance of 874.94' to the South right of way line of Baker Road; thence N 89°04'50" W along said line, a distance of 282.26' to the Point of Beginning; thence N 89°04'50" W a distance of 50'; thence S 00°55'10" W a distance of 100'; thence N 89°04'50" W a distance of 200'; thence N 00°55'00" E a distance of 100'; thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 100' thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 107'; thence S 88°49'00" E a distance of 172.50'; thence S 00°18'41" W a distance of 664.53' to a point on the South line of Section 29; thence S 88°49'00" E along said South section line 335.44'; thence N 00°15'14" E a distance of 668.21'; thence N 88°56'17" W a distance of 57.22'; thence N 00°55'10" E a distance of 205.53' to the South right of way line of Baker Road and the Point of Beginning.

EXHIBIT A2 to Ordinance 2452-2020

PARCEL ID: **29-37-41-000-000-00260-0** ACRES: **13.0**

ADDRESS: **391 NW BAKER RD, STUART**



LEGAL DESCRIPTION

Begin 633 feet East of the Northwest corner of the Southeast ¼ of the Southeast 1/4 , thence run East 678 feet to the West road right-of-way, thence run Southwesterly and South to the North road right-of-way, thence run West along right-of-way 460 feet, thence run North 100 feet, thence run East 35 feet and North 292.87 feet to the Point of Beginning, Section 29, Township 37 South, Range 41 East, Martin County, Florida.

AND

Begin 1,326.1 feet North of the Southeast section corner and 703.15 feet West for the Point of Beginning, thence continue West 300 feet, thence run South 244.59 feet, thence run East 265 feet, thence run South 50 feet, thence run East 35 feet and North 292.89 feet to the Point of Beginning, Section 29, Township 37 South, Range 41 East, Martin County, Florida.

AND

Begin at the Northwest corner of the Southeast ¼ of the Southeast 1/4 , thence run South 396.48 feet, thence run East along road right-of-way 180.12 feet, thence run North 100 feet, thence run East 100 feet, thence run North 50 feet, thence run East 50 feet, thence run North 244.59 feet and East 333 feet to the Point of Beginning, and the East 171 feet of the Southwest ¼ of the Southeast ¼, lying North of Baker Road, Section 29, Township 37 South, Range 41 East, Martin County, Florida.

AND

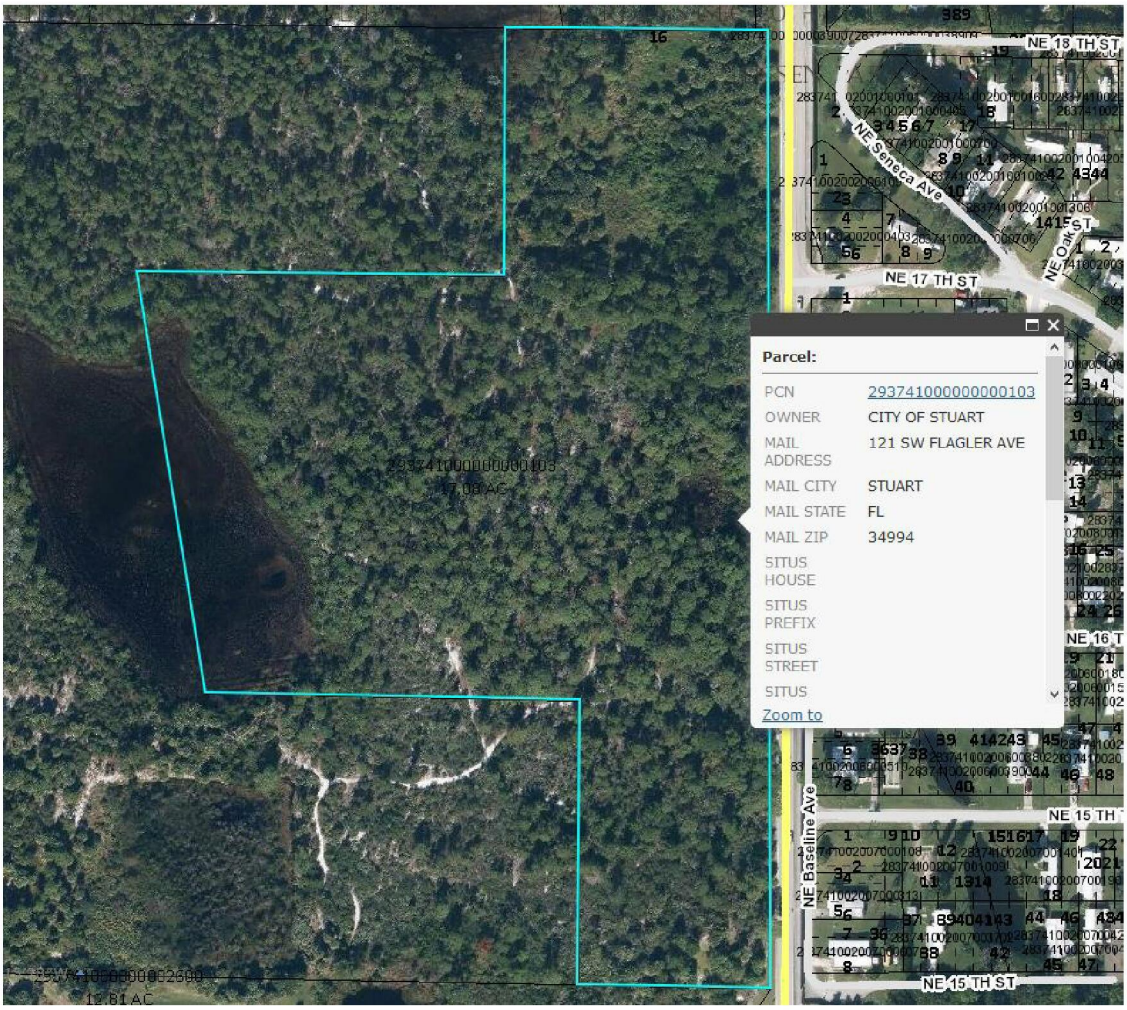
That part of the Southwest ¼ of the Southeast ¼ of Section 29, Township 37 South, Range 41 East, Martin County, Florida, lying North of the North right-of-way of Baker Road; less triangle along North right-of-way as described in O.R. Book 1076, Page 2499 and less that West 925.89 feet thereof.

(Containing 13 Acres +/-)

EXHIBIT A3 to Ordinance 2452-2020

PARCEL ID: **29-37-41-000-000-00010-3** ACRES: **16.9**

ADDRESS: **NW GREEN RIVER PKY, STUART**



LEGAL DESCRIPTION

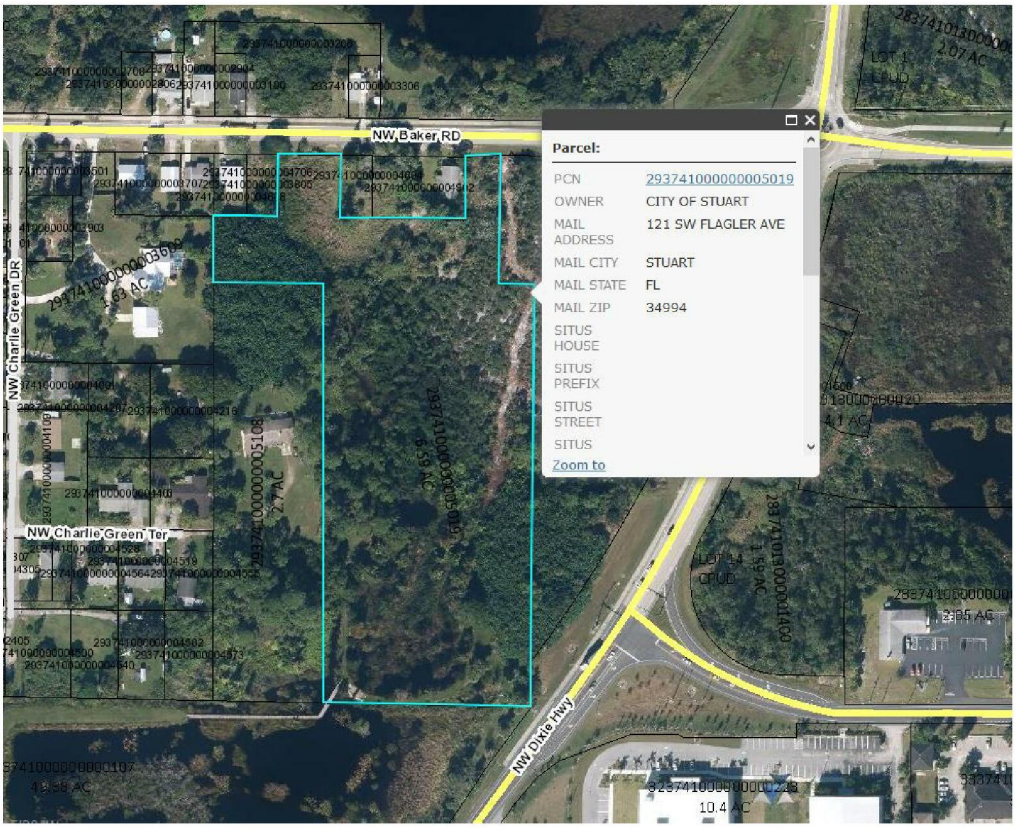
Part of the Northeast ¼ of the Southeast ¼ of Section 29, Township 37 South, Range 41 East, Martin County, Florida, described as follows:

Begin 2,255 feet, more or less, East of the Northwest corner of the Southeast ¼; thence run South 350 feet, thence run West 520 feet; thence run South 09°43'31" East 603.83 feet; thence run East 530 feet; thence run South 400 feet; thence run East to the East line of Section; thence run North to the Northeast corner of the Southeast ¼ and West to the Point of Beginning. Less and except the East 30 feet thereof.

EXHIBIT A4 to Ordinance 2452-2020

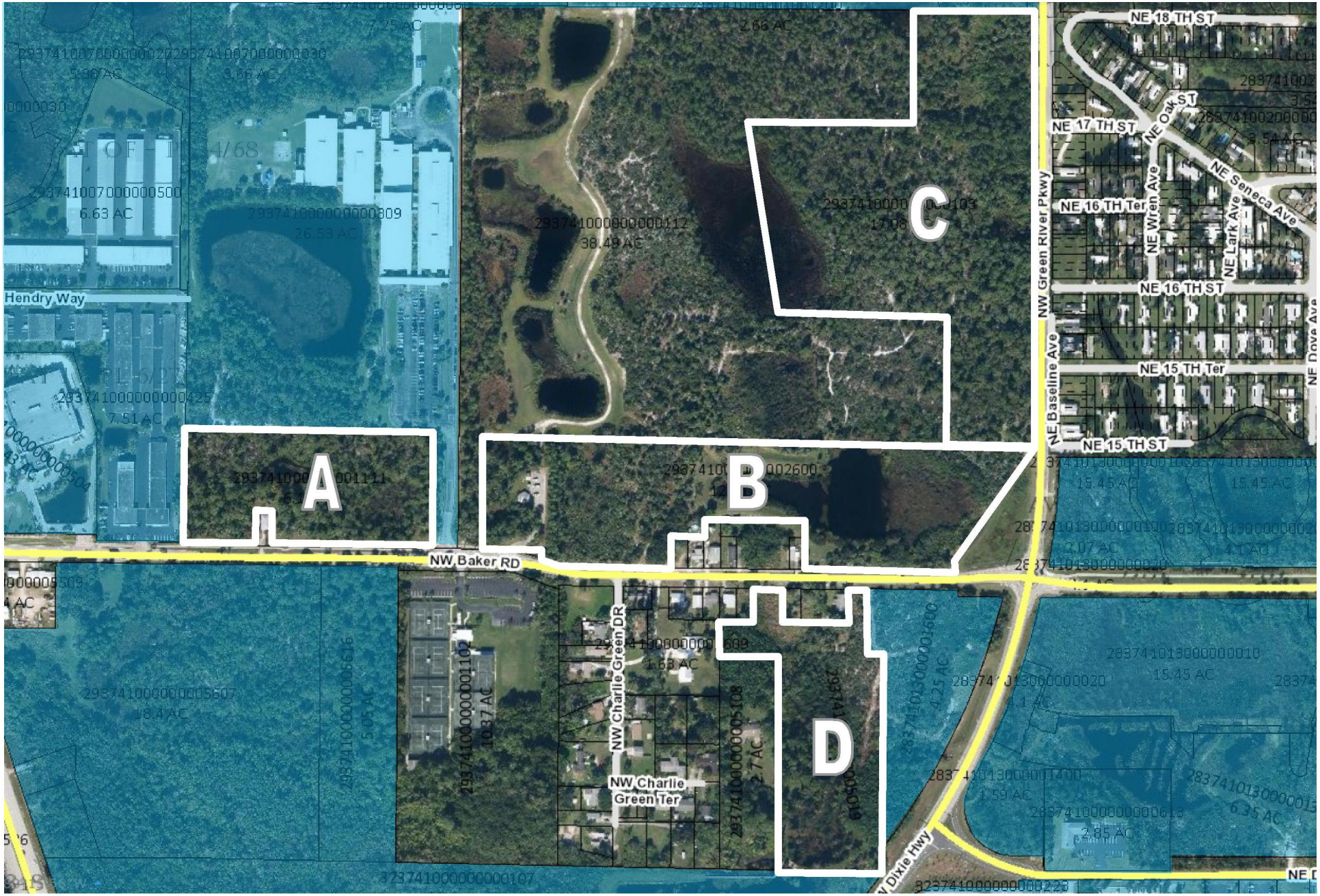
PARCEL ID: **29-37-41-000-000-00501-9** ACRES: **6.44**

ADDRESS: **UNASSIGNED, SOUTH BAKER ROAD, STUART**



LEGAL DESCRIPTION

Commence at the Southeast corner of Section 29, Township 37 South, Range 41 East, Martin County, Florida, thence N 88°49'00" W along the South line of said section, a distance of 272.50', thence N 00°15'00" E along a line parallel to the East line of said section a distance of 874.94' to the South right of way line of Baker Road; thence N 89°04'50" W along said line, a distance of 282.26' to the Point of Beginning; thence N 89°04'50" W a distance of 50'; thence S 00°55'10" W a distance of 100'; thence N 89°04'50" W a distance of 200'; thence N 00°55'00" E a distance of 100'; thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 100' thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 107'; thence S 88°49'00" E a distance of 172.50'; thence S 00°18'41" W a distance of 664.53' to a point on the South line of Section 29; thence S 88°49'00" E along said South section line 335.44'; thence N 00°15'14" E a distance of 668.21'; thence N 88°56'17" W a distance of 57.22'; thence N 00°55'10" E a distance of 205.53' to the South right of way line of Baker Road and the Point of Beginning.



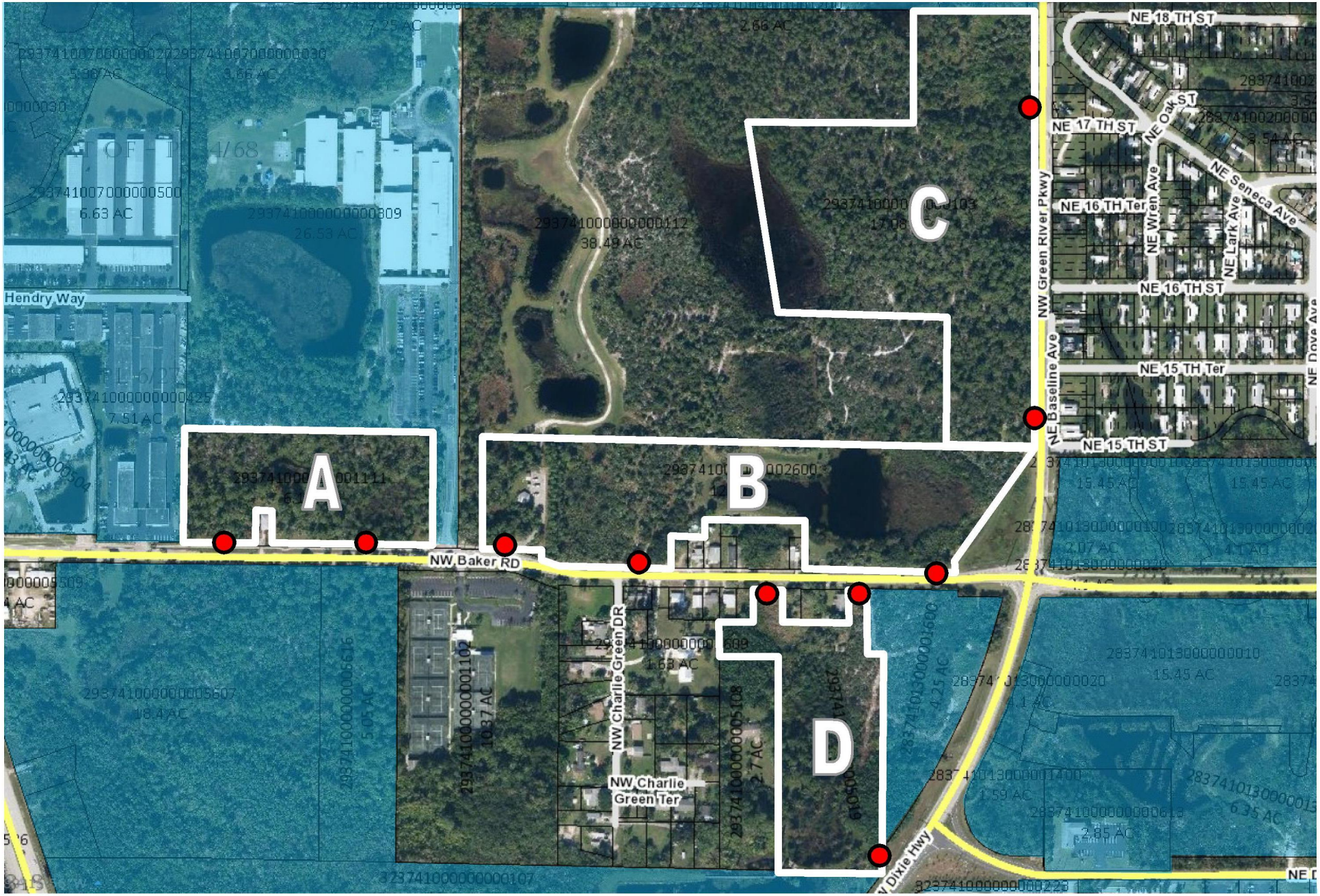
A: PID#: 29-37-41-000-000-00111-1

B: PID#: 29-37-41-000-000-00260-0

PROPERTIES SUBJECT OF PROPOSED ANNEXATION

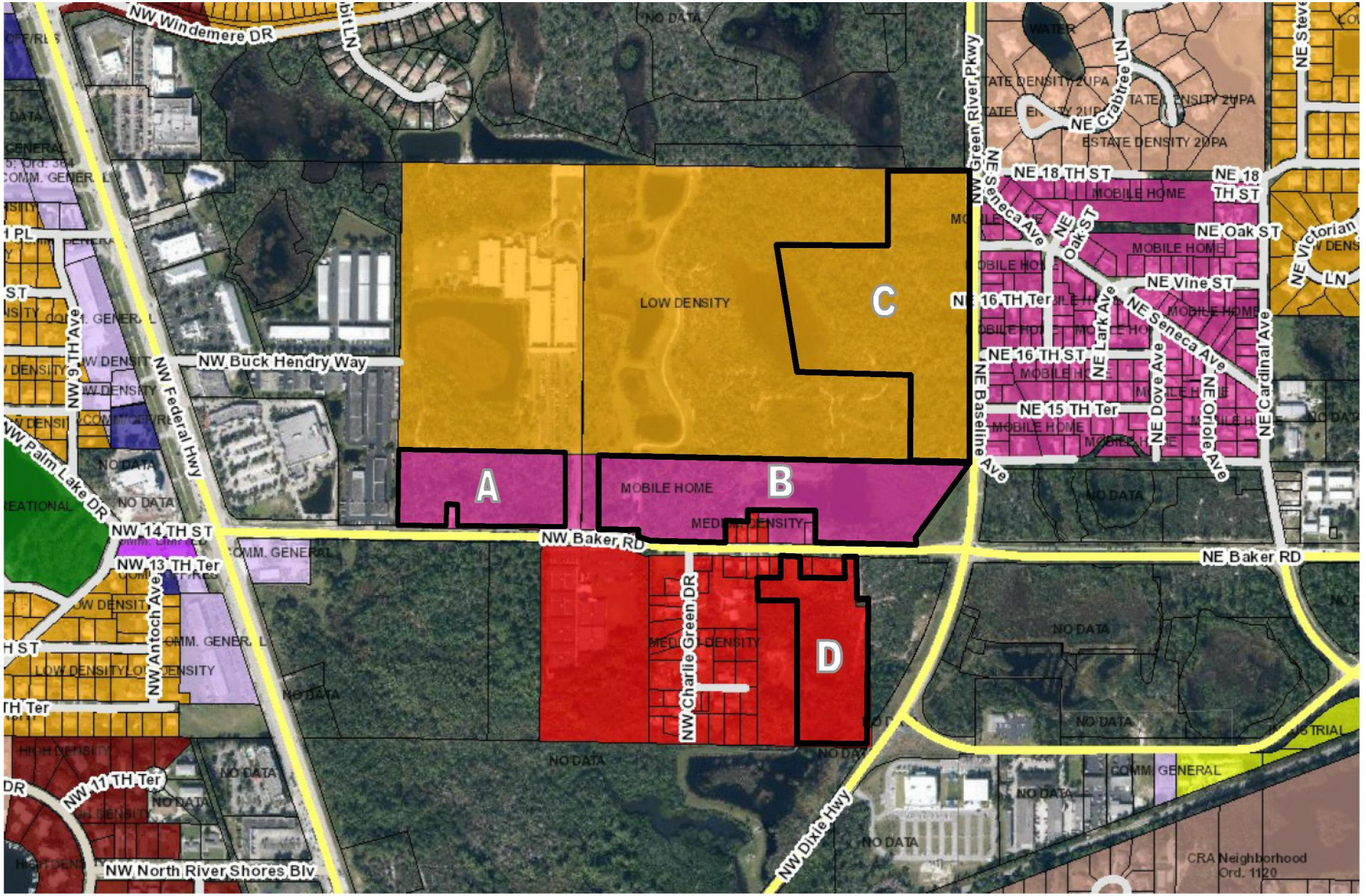
C: PID#: 29-37-41-000-000-00010-3

D: PID#: 29-37-41-000-000-00501-9



SITE NOTICE LOCATIONS

PROPERTIES SUBJECT OF PROPOSED ANNEXATION



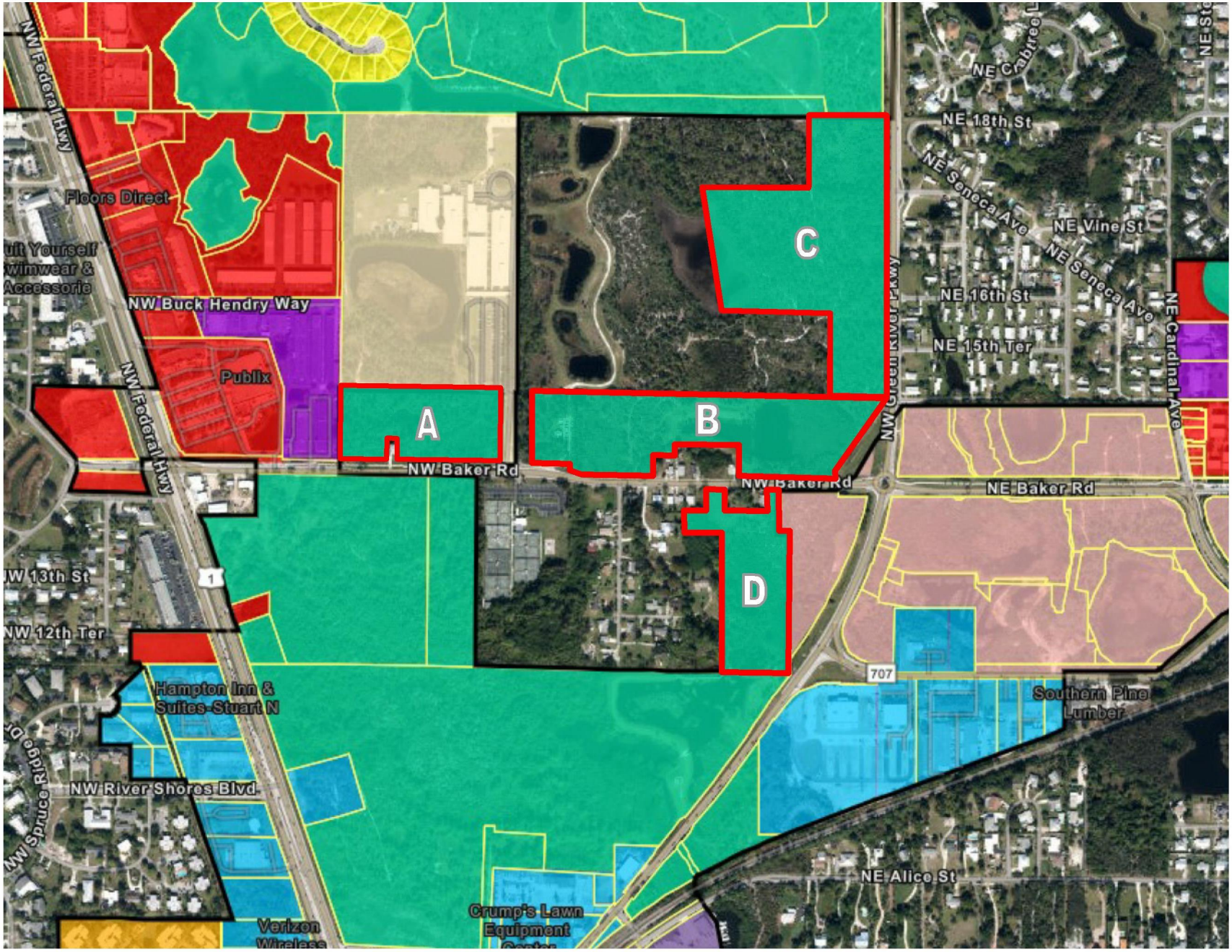
PROPERTIES SUBJECT OF PROPOSED ANNEXATION

FUTURE LAND USE

EXISTING COUNTY

A: **MOBILE HOME** B: **MOBILE HOME**

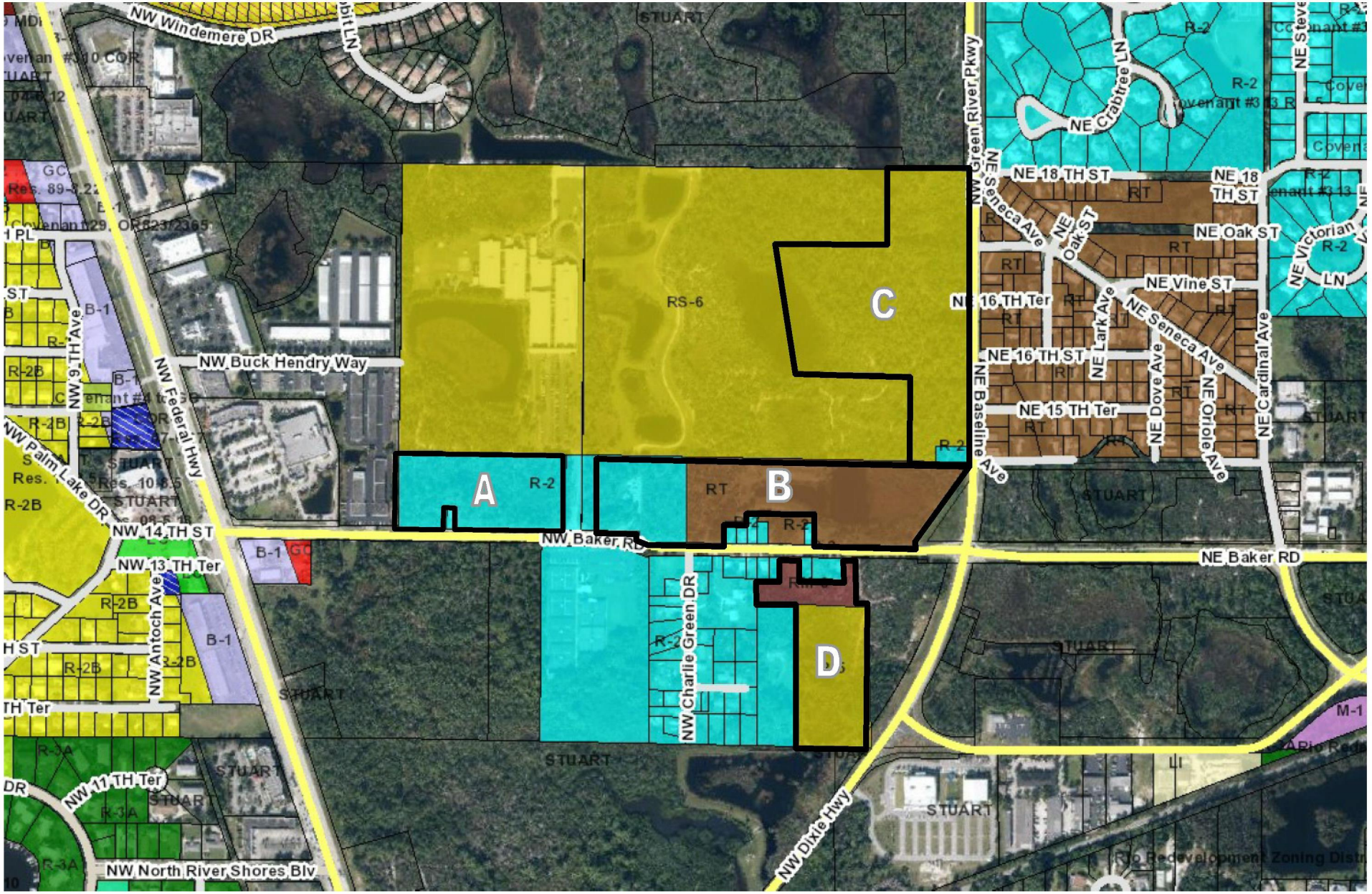
C: **LOW DENSITY** D: **MEDIUM DENSITY**



PROPERTIES SUBJECT OF PROPOSED ANNEXATION

FUTURE LAND USE

PROPOSED CITY: **CONSERVATION**



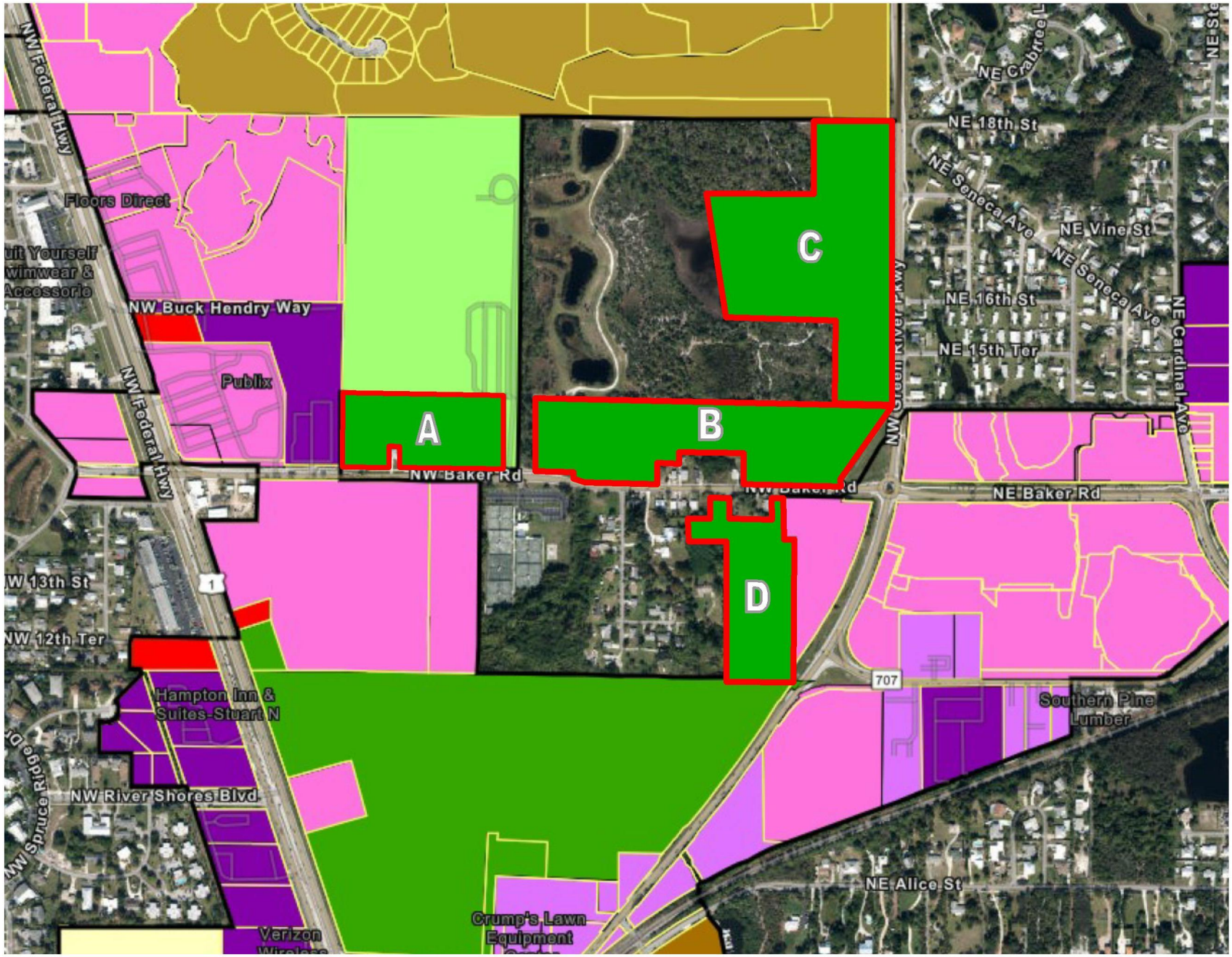
PROPERTIES SUBJECT OF PROPOSED ANNEXATION

ZONING

EXISTING COUNTY

A: **R-2** B: **R-2, RT**

C: **RS-6, R-2** D: **RM-8, R-5**



PROPERTIES SUBJECT OF PROPOSED **ZONING**

ANNEXATION PROPOSED CITY ZONING: **PUBLIC**

Owner	Mail Street Addr	Mail City	Mail State	Mail Zip
16330B55 TRUST	1015 10TH ST	LAKE PARK	FL	33403
ABSHIRE CAROL F	18 MOHAVE RD	CRAWFORDVILLE	FL	32327
AVONLEA COMMERCIAL CORNERS LLC	100 SW ALBANY AVE #200	STUART	FL	34994
AVONLEA PROPERTY OWNERS ASSOCIATION	PO BOX 1610	JENSEN BEACH	FL	34958
BAGNASCO JEFF	38 NE 16TH TERR	STUART	FL	34994
BAKER RD LLC	20734 NW 29TH AVE	BOCA RATON	FL	33434
BASHAWAY MARIA LEONORBASHAWAY PAUL DAVID	61 NE 15TH TERR	STUART	FL	34994
BEACH, NETTIE ANN	PO BOX 141	STUART	FL	34995
BETEL PROPERTIES	2702 SE JANET ST	STUART	FL	34997
BROWN JENNIFER LSATUR DAVID	1822 NE CRABTREE TR	JENSEN BEACH	FL	34957
BUTTONWOOD TENNIS CLUB LLC	400 NW BAKER RD	STUART	FL	34994
CHURCH OF JESUS CHRIST	1628 APACHE AVE	STUART	FL	34994
COGOSSI MATTHEW	1368 NW CHARLIE GREEN DR	STUART	FL	34994
COOPER THOMAS JCOOPER VIRGINIA K	1585 N BASELINE AVE	STUART	FL	34994
DURYEA CHARLES H	1535 NW 9TH AVE	STUART	FL	34994
DYSON MILA L/E	42 NE 15TH TERR	STUART	FL	34994
ESTRADA, VICTORIALEON, COSMEN	55 NE 16TH ST	STUART	FL	34994
FARMER, BOBBY RAY JR	956 NW EGRET CT	STUART	FL	34994
FIORE MICHAELFIORE MARTIN	1043 FAIRVIEW AVE	LAKE FOREST	IL	60045
FISHER, GLENN W	49 NE 15TH ST	STUART	FL	34994
FORTIN VIRGINIA L	1740 NE SENECA AVE	STUART	FL	34994
FRANK A WACHA JR TRUSTEE	PO BOX 1610	JENSEN BEACH	FL	34958
FREDERICK H RUTZKE FARMS INC	325 SE ST LUCIE BLVD	STUART	FL	34996
FYR SFR BORROWER LLC	3505 KOGER BLVD #400	DULUTH	GA	30096
GARCIA MIGUEL AGARCIA JANET	14645 SW SANDY OAKS LOOP	INDIANTOWN	FL	34956
GARLAND MARJORIE	190 SW KANNER HWY	STUART	FL	34997
GATHRIGHT THOMASGATHRIGHT LINDSEY	1832 NE CRABTREE LN	JENSEN BEACH	FL	34957
GONZALEZ GAUDENCIO	1104 NW 16TH PL	STUART	FL	34994
GREEN MARGARET	1358 NW CHARLIE GREEN DR	STUART	FL	34994
HALL, KENNETH D	93 NE OAK ST	STUART	FL	34994
HENDRY PROPERTIES INC	656 NW BUCK HENDRY WAY	STUART	FL	34994
HOLLINGER JODY	276 NW CHARLIE GREEN TERR	STUART	FL	34994
HOWARD-DAVIS, BOBBIE MOORE, SHELLY L	225 NW CHARLIE GREEN TER	STUART	FL	34994
HUGHES, WILLIAM NHUGHES, MARTHA A (T/C)	738 HUGHES RD	FRANKLIN	KY	42134
JK & MAG HOMES & ASSOCIATES INC	5354 NW ALAM CIR	PORT ST LUCIE	FL	34986
JOSUE DIANA DIXON	2601 ARNOLD CT	FORT PIERCE	FL	34946
KINDIG CHRISTOPHER WKINDIG MELISSA C	646 NE RIVER TERR	JENSEN BEACH	FL	34957
LEONARD ANNIE ESTATE	1900 S KANNER HWY #5-201	STUART	FL	34994
LEONARD OTIS SRLEONARD OTIS JR	292 NW BAKER RD #A	STUART	FL	34994
MAIZE, JOYCE	236 NW CHARLIE GREEN TER	STUART	FL	34994
MARTIN COUNTY	2401 SE MONTEREY RD	STUART	FL	34996
MCLENDON MONTE PARKER	272 NW BAKER RD	STUART	FL	34994
MIHAYLOV VASILTODOROVA GALINA S	3864 SE FAIRWAY WEST	STUART	FL	34997
MYERS WANDA SILSBY	1535 N BASELINE AVE	STUART	FL	34994
NEADOW CHRISTINA	1148 S ORTONVILLE RD	ORTONVILLE	MI	48462
NORTHWOOD MOBILE HOME PARK LLC	21346 ST ANDREWS BLVD #420	BOCA RATON	FL	33433
NORTHWOOD TWIN LAKES, INC	152 NE 15TH TERR	STUART	FL	34994
PARRISH NEALIE C	222 NW BAKER RD	STUART	FL	34994
PINEAPPLE PLANTATION PROPERTY OWNERS	1111 SE FEDERAL HWY SUITE 100	STUART	FL	34994
PUBLIX SUPER MARKETS INC	PO BOX 32018	LAKELAND	FL	33802
RABENOLD, MARLYN L	6700 WYMAN LN	CINCINNATI	OH	45243
RICKARD RODNEY L/E	82 NE 15TH TERR	STUART	FL	34994
RPMO PROPERTIES II LLC	2854 NE ROSETREE DR	JENSEN BEACH	FL	34957
SANCHEZ FERNANDO RUBIO	4476 SE BECKET AVE	STUART	FL	34997
SCHOOL BOARD OF MARTIN COUNTY	500 E OCEAN BLVD	STUART	FL	34994
SOLID GROUND OF MARTIN COUNTY LLC	2076 NW DIAMOND CREEK WAY	JENSEN BEACH	FL	34957
STRAIN BRIAN	4357 HICKORY HOLLOW RD	GASTONIA	NC	28056
TELMI, SANDRA LYNN	37 NE 16TH TER	STUART	FL	34994
THAYER JOAN ELAINE	1 NE 15TH TERR	STUART	FL	34994
TILLMAN, JERRY D III	62 NE 18TH ST	STUART	FL	34994
TLC LLC	1592 NE SOUTH ST	JENSEN BEACH	FL	34957
TREASURE COAST COMMUNITY CHURCH INC	PO BOX 1511	JENSEN BEACH	FL	34958
TYSON CLEVELAND	231 NW BAKER RD	STUART	FL	34994
VILORIA MARIO WVILORIA CARMEN	1720 NE SENECA AVE	STUART	FL	34994
WELLIVER, ALAN RWELLIVER, BRENDA L	27 NE 16TH TERR	STUART	FL	34994
WILLIAMS JAMES ESTATE	1100 NW 128TH ST	MIAMI	FL	33168
WILSON SHACARA D	3654 BURLINGTON AVE N	ST PETERSBURG	FL	33713

Development Department
121 SW Flagler Ave. Stuart Fl. 34994
Phone: 772.600.5375

VIA MAIL AND EMAIL

September 17th, 2020
Taryn Kryzda
County Administrator
Martin County Administrative Center
2401 SE Monterey Road
Stuart, FL 34996

RE: City of Stuart property annexations.

Dear Taryn,

In accordance with the City of Stuart Comprehensive Plan Intergovernmental Coordination Element Policy A8.13, please find enclosed a proposal for the City to annex four properties located in the area adjacent to NW Baker Road and NW Green River Parkway, Stuart. The properties are all in ownership of the City of Stuart and subject to a Florida Communities Trust grant award agreement. Details of each property are also attached.

As part of the application the City proposes to assign a Future Land Use of Conservation and a Zoning of Public to each parcel.

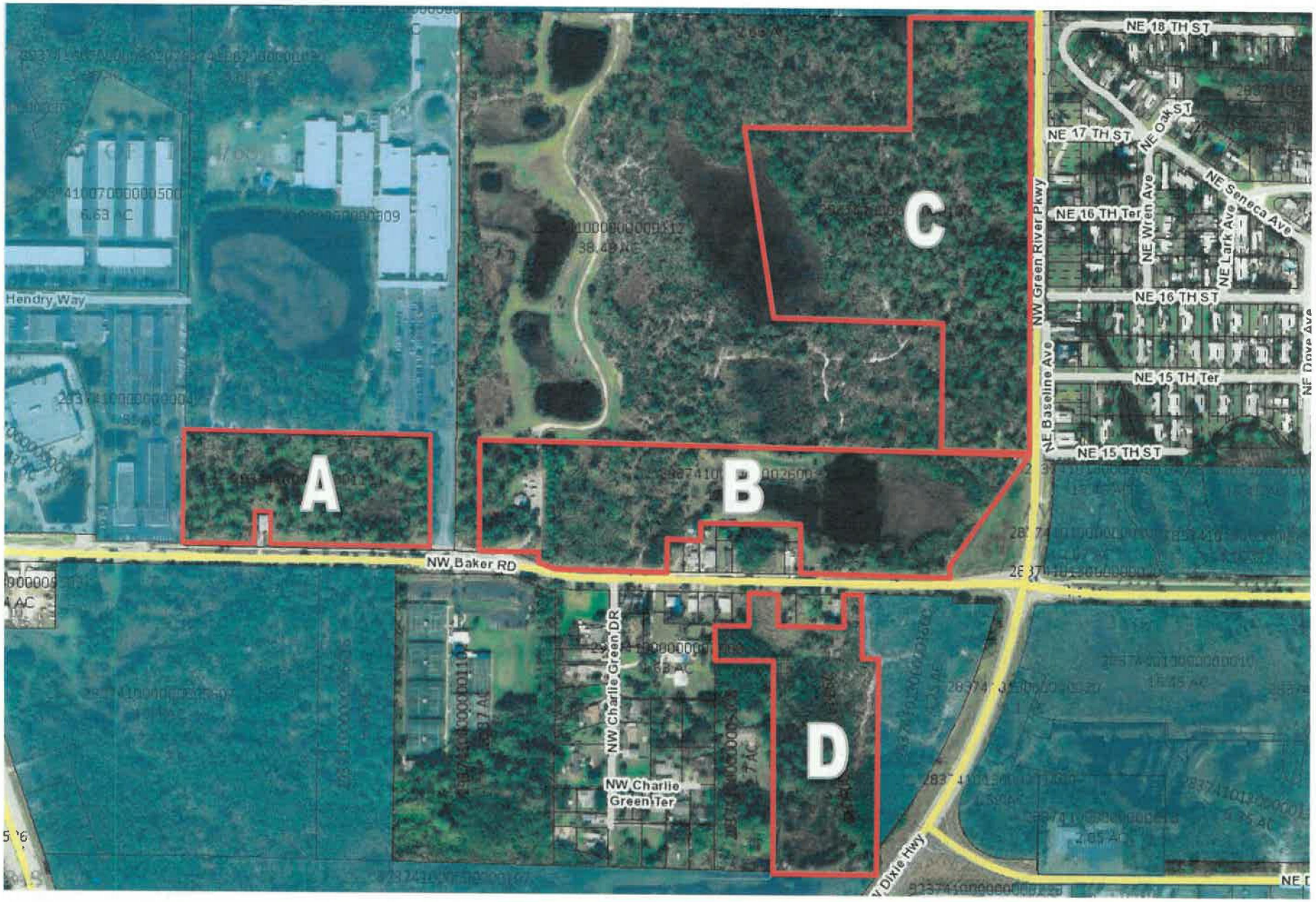
The proposal is scheduled for the October 8th, 2020 Local Planning Agency meeting and hearings at the October 26th, 2020 and November 9th, 2020 City Commission meetings. If possible, please review and submit comments by Friday, October 2nd, 2020.

If you have any questions or would like to schedule a meeting to discuss the proposal, please feel free to contact me at 772 288 5328.

Sincerely,

Kev Freeman
Development Director

CC: Paul Shilling, Growth Management Director
Sarah Woods, County Attorney



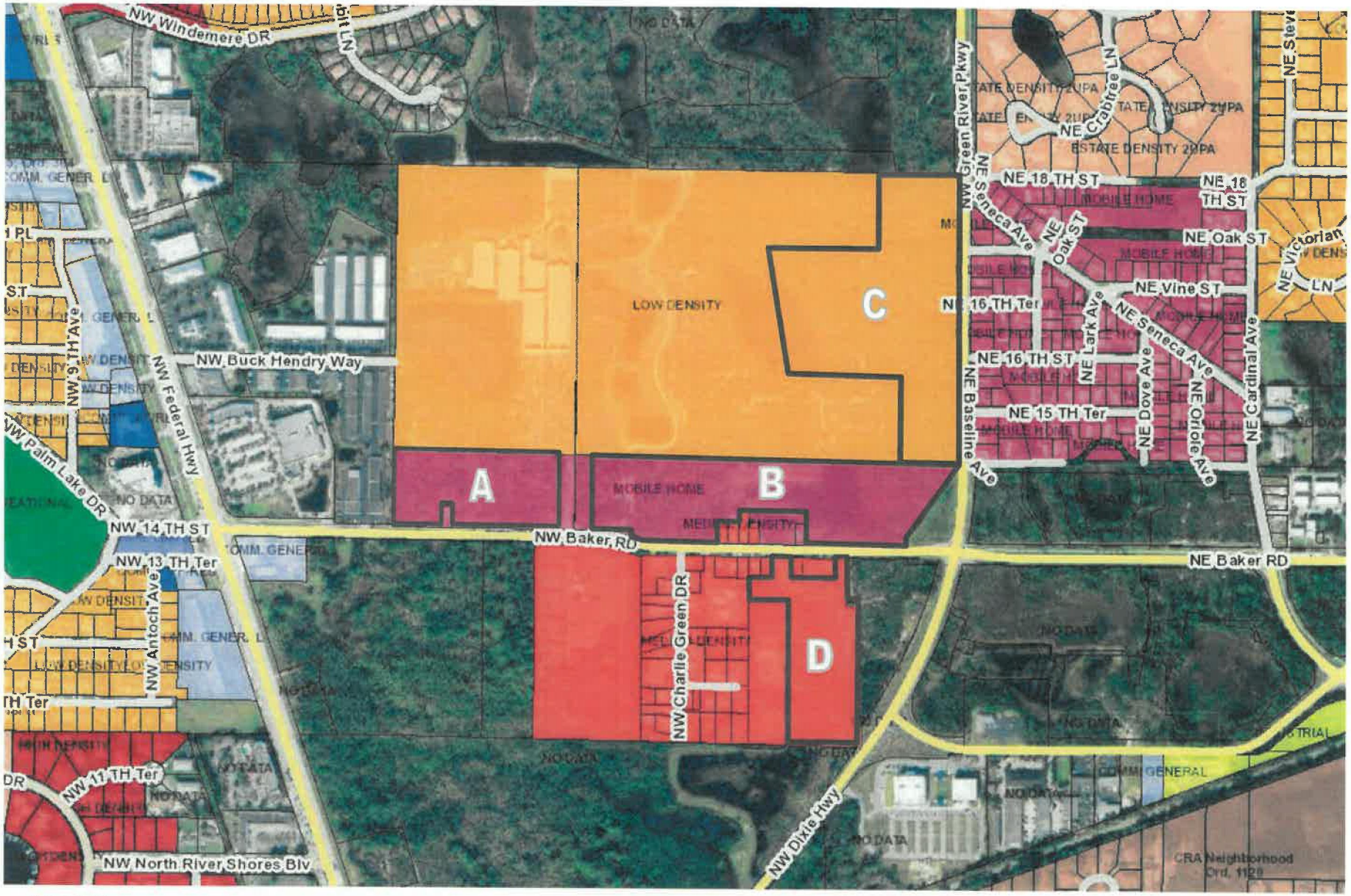
A: PID#: 29-37-41-000-000-00111-1

B: PID#: 29-37-41-000-000-00260-0

C: PID#: 29-37-41-000-000-00010-3

D: PID#: 29-37-41-000-000-00501-9

PROPERTIES SUBJECT OF PROPOSED ANNEXATION



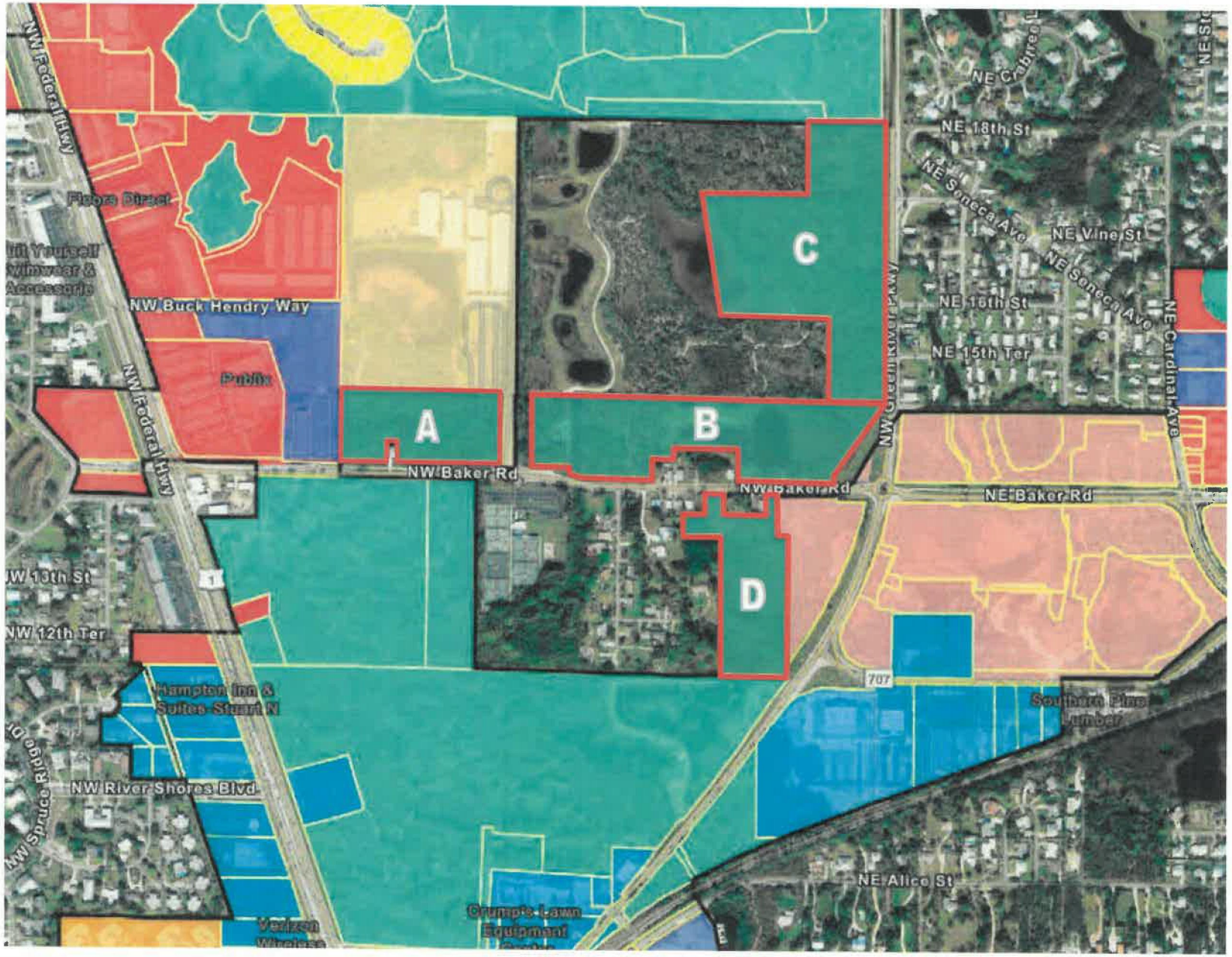
PROPERTIES SUBJECT OF PROPOSED ANNEXATION

FUTURE LAND USE

EXISTING COUNTY

A: **MOBILE HOME** B: **MOBILE HOME**

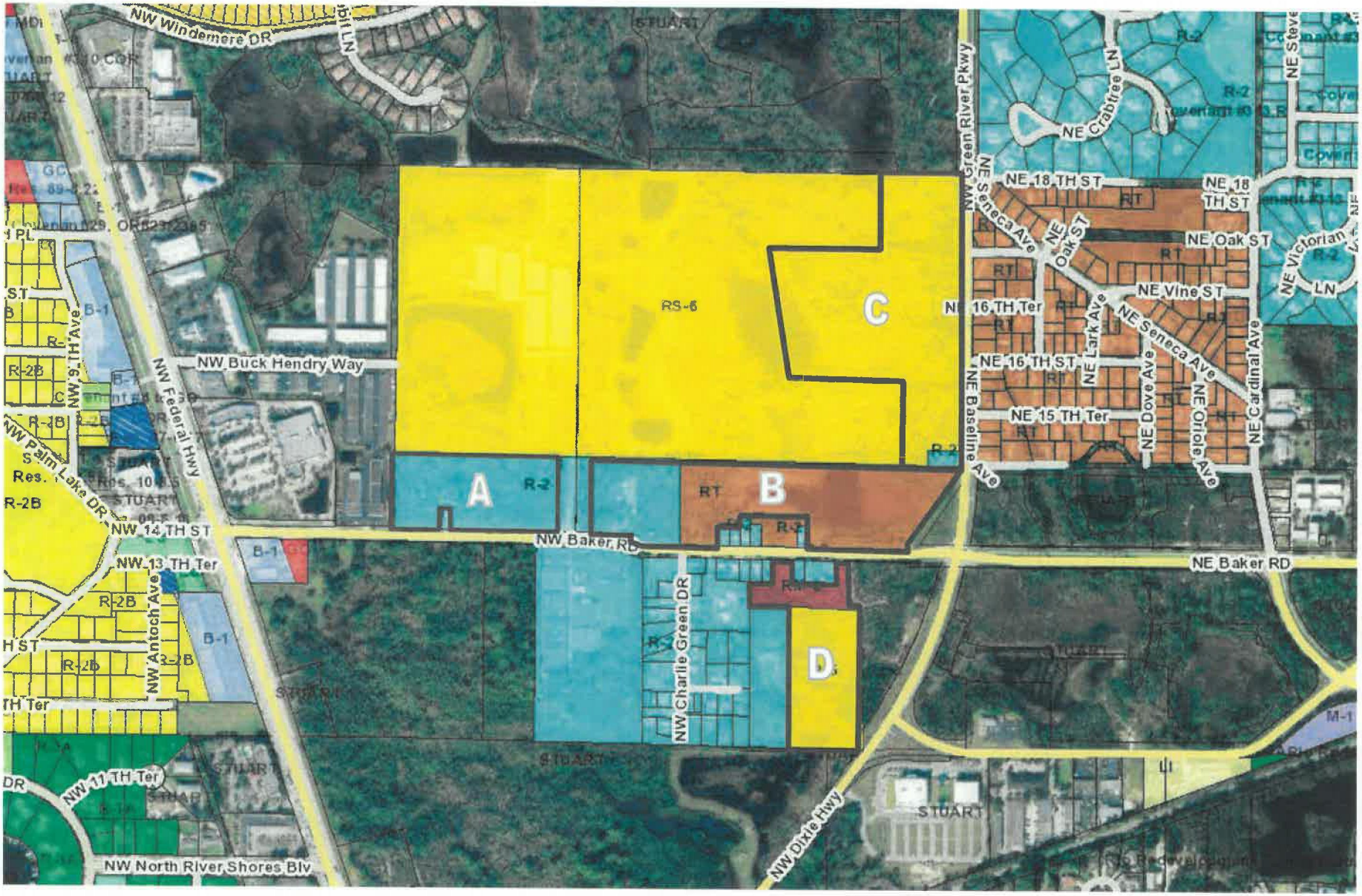
C: **LOW DENSITY** D: **MEDIUM DENSITY**



PROPERTIES SUBJECT OF PROPOSED ANNEXATION

FUTURE LAND USE

PROPOSED CITY: **CONSERVATION**



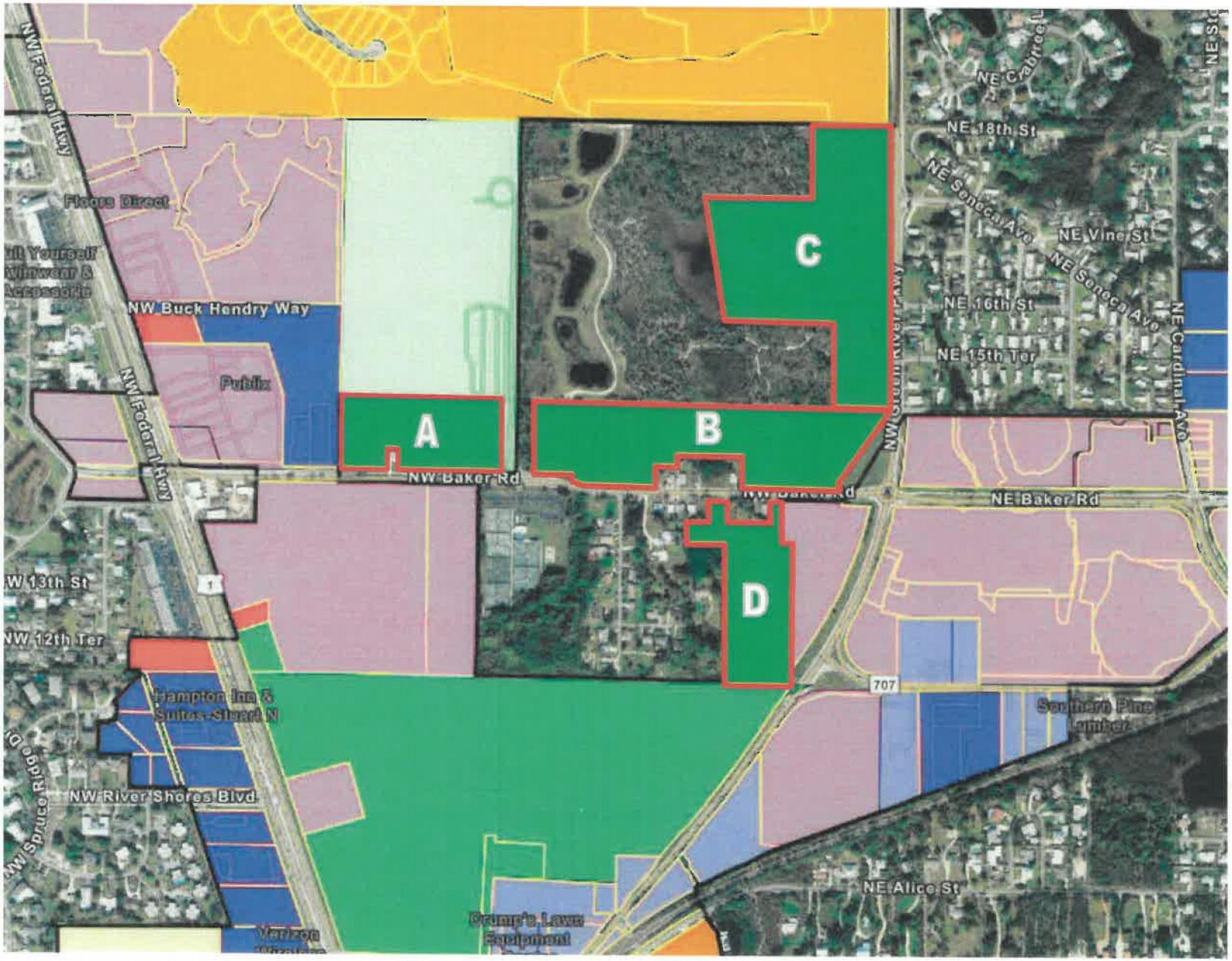
PROPERTIES SUBJECT OF PROPOSED ANNEXATION

ZONING

EXISTING COUNTY

A: **R-2** B: **R-2, RT**

C: **RS-6, R-2** D: **RM-8, R-5**



PROPERTIES SUBJECT OF PROPOSED ANNEXATION

ZONING

PROPOSED CITY ZONING: **PUBLIC**

A

PARCEL ID: **29-37-41-000-000-00111-1** ACRES: **6.12**

ADDRESS: **537 NW BAKER RD, STUART**

LEGAL DESCRIPTION

Commence at the Southeast corner of Section 29, Township 37 South, Range 41 East, Martin County, Florida, thence N 88°49'00" W along the South line of said section, a distance of 272.50', thence N 00°15'00" E along a line parallel to the East line of said section a distance of 874.94' to the South right of way line of Baker Road; thence N 89°04'50" W along said line, a distance of 282.26' to the Point of Beginning; thence N 89°04'50" W a distance of 50'; thence S 00°55'10" W a distance of 100'; thence N 89°04'50" W a distance of 200'; thence N 00°55'00" E a distance of 100'; thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 100' thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 107'; thence S 88°49'00" E a distance of 172.50'; thence S 00°18'41" W a distance of 664.53' to a point on the South line of Section 29; thence S 88°49'00" E along said South section line 335.44'; thence N 00°15'14" E a distance of 668.21'; thence N 88°56'17" W a distance of 57.22'; thence N 00°55'10" E a distance of 205.53' to the South right of way line of Baker Road and the Point of Beginning.

B

PARCEL ID: **29-37-41-000-000-00260-0** ACRES: **13.0**

ADDRESS: **391 NW BAKER RD, STUART**

LEGAL DESCRIPTION

Begin 633 feet East of the Northwest corner of the Southeast ¼ of the Southeast 1/4 , thence run East 678 feet to the West road right-of-way, thence run Southwesterly and South to the North road right-of-way, thence run West along right-of-way 460 feet, thence run North 100 feet, thence run East 35 feet and North 292.87 feet to the Point of Beginning, Section 29, Township 37 South, Range 41 East, Martin County, Florida.

AND

Begin 1,326.1 feet North of the Southeast section corner and 703.15 feet West for the Point of Beginning, thence continue West 300 feet, thence run South 244.59 feet, thence run East 265 feet, thence run South 50 feet, thence run East 35 feet and North 292.89 feet to the Point of Beginning, Section 29, Township 37 South, Range 41 East, Martin County, Florida.

AND

Begin at the Northwest corner of the Southeast ¼ of the Southeast 1/4 , thence run South 396.48 feet, thence run East along road right-of-way 180.12 feet, thence run North 100 feet, thence run East 100 feet, thence run North 50 feet, thence run East 50 feet, thence run North 244.59 feet and East 333 feet to the Point of Beginning, and the East 171 feet of the Southwest ¼ of the Southeast ¼, lying North of Baker Road, Section 29, Township 37 South, Range 41 East, Martin County, Florida.

AND

That part of the Southwest ¼ of the Southeast ¼ of Section 29, Township 37 South, Range 41 East, Martin County, Florida, lying North of the North right-of-way of Baker Road; less triangle along North right-of-way as described in O.R. Book 1076, Page 2499 and less that West 925.89 feet thereof.

(Containing 13 Acres +/-)

C

PARCEL ID: **29-37-41-000-000-00010-3** ACRES: **16.9**

ADDRESS: **NW GREEN RIVER PKY, STUART**

LEGAL DESCRIPTION

Part of the Northeast ¼ of the Southeast ¼ of Section 29, Township 37 South, Range 41 East, Martin County, Florida, described as follows:

Begin 2,255 feet, more or less, East of the Northwest corner of the Southeast ¼; thence run South 350 feet, thence run West 520 feet; thence run South 09°43'31" East 603.83 feet; thence run East 530 feet; thence run South 400 feet; thence run East to the East line of Section; thence run North to the Northeast corner of the Southeast ¼ and West to the Point of Beginning. Less and except the East 30 feet thereof.

D

PARCEL ID: **29-37-41-000-000-00501-9** ACRES: **6.44**

ADDRESS: **UNASSIGNED, SOUTH BAKER ROAD, STUART**

LEGAL DESCRIPTION

Commence at the Southeast corner of Section 29, Township 37 South, Range 41 East, Martin County, Florida, thence N 88°49'00" W along the South line of said section, a distance of 272.50', thence N 00°15'00" E along a line parallel to the East line of said section a distance of 874.94' to the South right of way line of Baker Road; thence N 89°04'50" W along said line, a distance of 282.26' to the Point of Beginning; thence N 89°04'50" W a distance of 50'; thence S 00°55'10" W a distance of 100'; thence N 89°04'50" W a distance of 200'; thence N 00°55'00" E a distance of 100'; thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 100' thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 107'; thence S 88°49'00" E a distance of 172.50'; thence S 00°18'41" W a distance of 664.53' to a point on the South line of Section 29; thence S 88°49'00" E along said South section line 335.44'; thence N 00°15'14" E a distance of 668.21'; thence N 88°56'17" W a distance of 57.22'; thence N 00°55'10" E a distance of 205.53' to the South right of way line of Baker Road and the Point of Beginning.

City of Stuart

Sailfish Capital of the World

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 181-98

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A "CONCEPTUAL APPROVAL AGREEMENT" BETWEEN THE CITY AND THE FLORIDA COMMUNITIES TRUST OF THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS RELATING TO THE "HANEY CREEK WATERSHED PRESERVATION AND GREENWAYS PROJECT" GRANT; FURTHER DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A "CONFIDENTIALITY AGREEMENT" RELATING TO THIS PROJECT GRANT; APPROVING AN ACQUISITION PLAN FOR THE PROJECT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The Mayor and City Clerk are hereby authorized and directed to execute on behalf on the City a "Conceptual Approval Agreement" between the City and the Florida Communities Trust of the Florida Department of Community Affairs relating to the "Haney Creek Watershed Preservation and Greenways Project." A copy of the agreement is attached as "Attachment A."

SECTION 2: The Mayor and City Clerk are hereby authorized and directed to execute on behalf on the City a "Confidentiality Agreement" relative to this Project. A copy of the agreement is an attachment to the agreement.

SECTION 3: An "Acquisition Plan" is hereby approved for this Project. A copy of the plan is attached as "Attachment B."

SECTION 4: This resolution shall take effect upon adoption.

ADOPTED this 23rd day of November, 1998.

ATTEST:

DIANNE M. O'DONNELL
CITY CLERK

JEFFREY A. KRAUSKOPF
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

CARL V.M. COFFIN
CITY ATTORNEY

ORIGINAL

FCT Contract #99-CT-8D-98-8A-H1-045

FLORIDA COMMUNITIES TRUST
P8A AWARD #98-045-P8A
HANEY CREEK WATERSHED PRESERVATION AND GREENWAYS

CONCEPTUAL APPROVAL AGREEMENT

THIS AGREEMENT is entered into on JANUARY 5, 1999, the date the last party executes this Agreement, by and between the FLORIDA COMMUNITIES TRUST (FCT), a nonregulatory agency within the State of Florida Department of Community Affairs, and CITY OF STUART (FCT Recipient), a local government of the State of Florida. The intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds (Project Site), that are necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Sections 259.101, 375.045, and Chapter 380, Part III, Florida Statutes (F.S.).

* * * * * * *

WHEREAS, Chapter 380, Part III, F.S., the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs (Department) that will assist local governments in bringing local comprehensive plans into compliance and implementing the goals, objectives, and policies of the conservation, recreation and open space, and coastal management elements of local comprehensive plans, or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 259.101(3)(c) of the Florida Preservation 2000 Act provides for the distribution of ten percent (10%) less certain reductions of the net Preservation 2000 Revenue Bond proceeds to the Department of Community Affairs to provide land acquisition grants and loans to local governments through the FCT;

WHEREAS, the Governor and Cabinet have annually authorized the sale and issuance of State of Florida Department of Environmental Protection Preservation 2000 Revenue Bonds (Bonds); and Bonds have been annually sold, thereby producing revenues for distribution according to Section 259.101(3)(c), F.S.;

WHEREAS, the Bonds are issued as tax-exempt bonds, meaning that the interest on the Bonds is excluded from the gross income of Bondholders for federal income tax purposes;

WHEREAS, Rule Chapter 9K-4, Florida Administrative Code (F.A.C.), describes the

procedures for evaluation and selection of lands proposed for acquisition using funds allocated to the FCT through the Department of Community Affairs from the Preservation 2000 Trust Fund;

WHEREAS, the FCT Governing Body met on August 27-28, 1998, to score, rank and select projects that were to receive Conceptual Approval for funding;

WHEREAS, the FCT Recipient's project, described in an application submitted for evaluation, was selected for funding and in accordance with Rule Chapter 9K-4, F.A.C., and more particularly described within this Agreement;

WHEREAS, Rule 9K-4.010(2)(f), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding; and

WHEREAS, the purpose of this Agreement is to set forth the conditions of Conceptual Approval that must be satisfied by FCT Recipient prior to the disbursement of any FCT Preservation 2000 funds awarded, as well as the restrictions that are imposed on the Project Site subsequent to its acquisition with the FCT Preservation 2000 Series Bond Proceeds.

NOW THEREFORE, FCT and FCT Recipient mutually agree as follows:

I. GENERAL CONDITIONS

1. At least two original copies of this Agreement shall be executed by FCT Recipient and returned to the FCT office at 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100 as soon as possible and before **December 15, 1998**. Upon receipt of the signed Agreements by FCT, FCT will execute the Agreements, retain one original copy and return all other copies that have been executed to FCT Recipient. If the FCT Recipient requires more than one original document, the FCT Recipient should photocopy the number of additional copies needed, and then execute each as an original document.

2. The name *Conceptual Approval Agreement* is used to indicate that the project has been approved as a concept that was described in FCT Application #98-045-P8A. Since the entire Project Site has not yet been negotiated for acquisition, some elements of the project are not yet known, such as the purchase price, other project costs, and the terms upon which an owner will voluntarily convey the property. The Conceptual Approval Agreement is in every respect a grant contract between the parties. The Agreement describes activities that will be conducted both prior and subsequent to acquisition of the Project Site, described in the application that was submitted and selected for funding by the FCT.

3. Conceptual Approval for funding shall be until **July 27, 1999**. In the event the project has not been completed in full by **July 27, 1999**, the Conceptual Approval Agreement must be extended in order that the grant will remain in effect. In advance of the **July 27, 1999**, date and in sufficient time before a meeting of the FCT governing board that would allow

approval of an extension to this Agreement before its expiration, the FCT Recipient must request a written extension to the Conceptual Approval Agreement for project continuation in compliance with Rule 9K-4.010(2)(j), F.A.C. If the FCT Recipient does not request an extension, or if an extension is not granted to the FCT Recipient by the FCT Governing Body, the Preservation 2000 award granted to the FCT Recipient by the Governing Body shall terminate and all obligations hereunder shall cease.

Based upon the Florida Legislature's ongoing oversight of the rate of expenditure of funds, and the impact on future funding if expenditures do not timely occur, the FCT requires that the project be completed as soon as possible after project selection.

4. Extensions to this Agreement, described in Paragraph 3 above, shall not exceed 24 months from the date the Agreement was approved by the FCT, except as described in this paragraph. In compliance with Section 380.510(f), F.S., if the project is not concluded by **October 27, 2000**, the project shall only be extended if the FCT Governing Body determines that a request for additional time to complete the project is warranted based upon FCT Recipient's demonstration that significant progress is being made toward closing the project or that extenuating circumstances warrant an extension of time.

5. This Agreement may be terminated before its expiration at the written request of the FCT Recipient. Such a request shall fully describe the circumstances that compel the FCT Recipient to terminate the project. A request for termination should be mailed to the offices of the FCT at the address given in paragraph 1 above. The request for termination will be placed on the agenda of the next regularly scheduled meeting of the FCT Governing Body for concurrence by the FCT. The termination shall be acknowledged by the FCT in a letter to the FCT Recipient.

Circumstances may arise that, in the analysis of the FCT, warrant termination of the project before its completion. In such an event, the FCT will advise the FCT Recipient of its analysis and will confer with the FCT Recipient on continuation of the project. If the FCT Recipient concurs, a request for termination will be considered at the next regularly scheduled meeting of the FCT Governing Body.

6. FCT Recipient agrees to make diligent efforts to submit the documentation to FCT that is required in this Agreement as soon as is reasonably possible so that the Project Site may be acquired in an expeditious manner. Deadlines stated in this Agreement, as well as deadlines associated with any FCT activity relating to the project, are strictly enforced. Failure to adhere to deadlines, whether stated in this Agreement or associated with meetings of the FCT Governing Body, may result in delays in the project, may result in allocation of time or resources to other recipients that responded timely, and may result in this Agreement being voidable. It is the responsibility of the FCT Recipient to know all project deadlines, to devise a method of monitoring the project, and to adhere to all deadlines.

7. The FCT Preservation 2000 award granted to the FCT Recipient will in no event

exceed the lesser of Ninety-Five Percent (95.00%)of the final Total Project Costs, as defined in Rule 9K-4.002(30), F.A.C., or Four Million Four Hundred Twenty-Four Thousand Six Hundred Twenty-Five Dollars And No Cents ($4,424,625.00), unless the FCT Governing Body approves a different amount, which shall be reflected in an addendum to this Agreement.

8. The grant amount stated in paragraph 7 above is based on the FCT Recipient's estimate of Total Project Costs in application #98-045-P8A, as well as limits on awards in the Notice of Application Period announcing the application cycle. When disbursing funds for the project, the FCT will recognize the actual Total Project Costs, defined in Rule 9K-4.002(30), F.A.C., for acquisition of the Project Site. The Total Project Costs will be reflected on a grant reconciliation statement prepared pursuant to paragraph 10 below. The FCT will participate in the land cost at either the actual purchase price, or the Maximum Approved Purchase Price based on appraisal reports that comply with requirements set forth in Rule 9K-6.007, F.A.C., whichever is less, and multiplied by the percent stated in paragraph 7 above.

9. The FCT Governing Body has given Conceptual Approval for funding to acquire the entire Project Site identified in the FCT Recipient's application #98-045-P8A. The FCT Governing Body reserves the right to withdraw the FCT award if the acreage that comprises the Project Site is reduced so that the objectives of the acquisition cannot be achieved. Request for modification of the boundary of the Project Site identified in the FCT Recipient's application #98-045-P8A may be considered by the FCT Governing Body following the procedures for submission and review of boundary modification requests set forth in Rule 9K-4.0105, F.A.C.

If the Project Site is comprised of multiple parcels, an Acquisition Plan was required in the application. The FCT Governing Body reserves the right to withdraw the FCT award if the priority parcel(s), identified in the Acquisition Plan prepared pursuant to Rule 9K-4.004(5)(g), F.A.C., included in application #98-045-P8A, incorporated by reference herein and attached as Exhibit "A," cannot be acquired. Approval of the Conceptual Approval Agreement shall constitute approval of the Acquisition Plan by FCT.

10. The FCT funds shall be delivered either in the form of eligible Project Costs prepaid by FCT to vendors or in the form of a State of Florida warrant at the closing of the Project Site, payable to the Seller or the Seller's designated agent authorized by law to receive such payment, provided the Comptroller determines that such disbursement is consistent with good business practices and can be completed in a manner minimizing costs and risks to the State of Florida. If the Project Site is comprised of multiple parcels, FCT shall deliver at the closing of each parcel only the share of the FCT award that corresponds to the parcel being closed. FCT will prepare a grant reconciliation statement prior to the closing of the Project Site parcel that will evidence the amount of local match, if any is required, provided by the FCT Recipient and the portion of the FCT award that corresponds to the parcel being closed. Cash expended by the FCT for eligible Project Costs incurred by the FCT will be recognized as part of the FCT grant award amount on the grant reconciliation statement.

11. The FCT Recipient's local match, if any is required, shall be delivered either in the form of eligible Project Costs prepaid to vendors by the FCT Recipient; cash; eligible documented donation by Seller of land value; or FCT Recipient's warrant at the closing of the Project Site. If the Project Site is comprised of multiple parcels, the FCT Recipient shall deliver at the closing of each parcel the share of the local match, if any is required, that corresponds to the parcel being closed. The cash expended by the FCT Recipient for eligible Project Costs incurred by the FCT Recipient conducting acquisition activities will be recognized as part of the local match, if any is required, on the reconciliation statement prepared pursuant to paragraph 10 above. In the event FCT Recipient's application #98-045-P8A represents that land value is the source of local match, if any is required, the value attributed to the land local match, if any is required, shall be determined after an appraisal report that complies with the procedures and requirements set forth in Rule 9K-6.007, F.A.C. Such appraisal report shall be subject to review and approval by FCT prior to FCT funds being delivered for the project.

12. The FCT Governing Body adopted the Preservation 2000 Program Approved List of Complete Applications for Series P8A Funding Cycle on May 18, 1998, at which time the Project Site became part of a list of lands that were approved for consideration for land acquisition. If action initiated by the FCT Recipient that is the local government having jurisdiction over the Project Site, subsequent to May 18, 1998, results in a governmentally-derived higher value due to an enhanced highest and best use, the FCT acquisition activities will be terminated unless the seller agrees that the appraisal will be done at the highest and best use of the Project Site on or before May 18, 1998.

13. FCT Recipient hereby notifies the FCT that the following local government employee or official is the authorized key contact, or project manager, on behalf of the FCT Recipient for purposes of coordinating project activities for the duration of the project:

Name: David Collier
Title: City Manager
Address: 121 S.W. Flagler Ave. Stuart, Fl. 34994
Phone: (561) 288-5312 Fax: (561) 288-5316

The FCT Recipient must notify the FCT as to any change in the authorization of the key contact on behalf of the FCT Recipient named above. This notification must be made in writing to the Executive Director and signed by the appropriate local government employee, official or authorized representative named in paragraph II.6.d. below.

14. This Agreement may be amended at any time prior to FCT giving Project Plan approval to the FCT Recipient. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT. Such amendments shall become a part of this Agreement.

II. REQUIREMENTS THAT MUST BE MET PRIOR TO INITIATION OF PROJECT SITE NEGOTIATION

1. The FCT Recipient hereby notifies the FCT that City of Stuart [*note: elect either FCT, FCT Recipient or FCT Recipient Agent*] will be the party responsible for all negotiation and acquisition activities.

2. The FCT Recipient hereby notifies the FCT that the FCT Recipient(s)' Federal Employer Identification Number(s) is 59-6000 433.

3. No later than **December 15, 1998,** the FCT Recipient must deliver to FCT a written statement from the Project Site property owner(s) evidencing that the owner(s) is willing to entertain an offer from the FCT Recipient and FCT.

4. No later than **December 15, 1998,** the FCT Recipient shall execute a Confidentiality Agreement pursuant to Rule 9K-6.010(5), F.A.C. A sample of a Confidentiality Agreement is attached as Exhibit "B"; an Agreement specific to this project will be prepared by FCT for execution by the FCT Recipient. This Confidentiality Agreement is not a part of this Agreement and may be amended without amending this Agreement, if needed.

5. By execution of this Agreement, the FCT Recipient affirms that:

a. the FCT Recipient is ready, willing and able to provide the local match, if any is required;

b. the FCT Recipient reaffirms the representations made in FCT Application #98-045-P8A;

c. the FCT Recipient shall, on the anniversary date of the approval of the Project Plan by the FCT Governing Body, prepare and submit to FCT an annual report as required by Rule 9K-4.013, F.A.C.;

d. the FCT Recipient authorizes the local government employee, official or authorized representative named in this paragraph to execute all documents in connection with this project on behalf of the FCT Recipient, including but not limited to the Conceptual Approval Agreement or any addenda thereto, purchase agreement for the property, grant reconciliation statement, closing documents, statements submitted as a part of the Project Plan, and Grant Award Agreement pursuant to Rule 9K-6.014(6), F.A.C.:

Name: David Collier
Title: City Manager
Address: 121 S.W. Flagler Ave. Stuart, Fl. 34994

Phone: (561) 288-5312 Fax: (561) 288-5316

The FCT Recipient must notify the FCT as to any change in the authorization of the local government employee, official or representative named in this paragraph to execute all documents on behalf of the FCT Recipient. This notification must be made in writing to the Executive Director and signed by the appropriate local government employee, official or authorized representative.

III. PROJECT PLAN APPROVAL

1. Prior to closing of the real estate transaction and final disbursement of award funds by FCT, the FCT Recipient must prepare a Project Plan that complies with Rule 9K-4.011, F.A.C. This Project Plan is a compilation of the following items listed below, which must be reviewed and approved by FCT in a meeting of the FCT Governing Body. In the event that the FCT Recipient is a partnership, the FCT Recipient must also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Project Plan.

The Project Plan shall include, and shall not be considered by FCT unless it includes allof the following documents, to be reviewed an approved by FCT to ensure that the interest of the State of Florida will be protected:

a. A purchase agreement for acquisition of the Project Site, **in a form approved by the FCT staff prior to being executed by the Seller, such agreement fully executed by both the Seller and the FCT Recipient**, that is based on an appraisal or appraisals prepared consistent with the requirements of Rule Chapter 9K-6, F.A.C., and otherwise consistent with the provisions of that rule chapter and in a form and with terms that are acceptable to FCT. (See Paragraph 1 of Section IV below.)

b. A management plan that complies with the following: written according to Exhibit "C" (*FCT Technical Assistance Bulletin #2--Writing a Management Plan*), which is attached hereto and incorporated herein by reference; acceptable to FCT; addresses the criteria and conditions set forth in Section IV, V, VI, VII and VIII hereinbelow; and, at a minimum, sets forth how the site will be managed to further the purpose of the project, contains a description of all planned improvements to the Project Site, identifies the costs of management and site improvement and funding sources, and identifies the management entity and its funding source.

If the FCT Recipient is not the proposed managing entity, the Project Plan must also include a signed agreement between the FCT Recipient and the managing entity stating the managing

entity's willingness to manage the site, the manner in which the site will be managed to further the purpose(s) of the project, and identification of the source of funding for management.

c. A statement of the Total Project Cost, including all non-recurring costs of project development.

d. A statement of the amount of the award being requested from the FCT.

e. A statement from each local government in whose jurisdiction the Project Site is located that the Project Plan is consistent with the local comprehensive plan.

f. Evidence that the conditions imposed as part of the Conceptual Approval Agreement have been satisfied.

g. An affidavit from the FCT Recipient evidencing that after conducting a diligent search, the FCT Recipient, to the best of its knowledge, represents that there are no existing or pending violations of any local, state, regional and federal laws and regulations on the Project Site.

2. The FCT strongly encourages the FCT Recipient to request a courtesy review of its entire Project Plan, but especially its management plan, well in advance of the meeting of the FCT Governing Body where the Project Plan will be considered for approval and funds will be authorized for disbursement. As a part of its duties to the FCT Governing Body, FCT Staff will make a recommendation of approval of complete and accurate Project Plans or disapproval of incomplete or insufficient Project Plans. FCT Recipient is strongly urged to coordinate with the FCT staff in order that the FCT review of the management plan coincides with both the anticipated FCT Governing Body approval and the closing date of the real estate transaction(s) associated with the project.

3. Pursuant to 9K-4.011(2)(f), F.A.C., FCT shall withhold Project Plan approval if the local comprehensive plan(s) of the FCT Recipient or the FCT Recipient's partner is, for any reason, found not in compliance by the Department after conceptual approval has been granted by FCT, unless the FCT Recipient has executed a Compliance Agreement (formerly called a stipulated settlement agreement) with the Department to resolve all of the issues raised by the Department in a statement of intent to find a plan not in compliance issued pursuant to Section 163.3184(8), F.S.

4. Pursuant to Rule 9K-4.011(3), F.A.C., the FCT shall publish a Notice of Approval for Preservation 2000 Funds in the *Florida Administrative Weekly* that shall list each Project Plan that has received approval for funding and the amount of funding approved. Any person with a substantial interest that is or may be determined by the decision of the FCT to reject or approve the Project Plan may request an administrative proceeding pursuant to Section 120.57, F.S. within 21 days from publication of the Notice of Approval for Preservation 2000 Funds. Real

estate closings associated with the project may close only after expiration of the 21-day notice period, so long as no requests for an administrative proceeding have been filed.

IV. PROJECT SITE ACQUISITION REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, F.S.

FCT RECIPIENT AGREES AS FOLLOWS:

1. FCT shall approve the terms under which the interest in land is acquired, pursuant to Section 380.510(3), F.S. Such approval is deemed given when the FCT governing body approves and executes the purchase agreement for acquisition of the Project Site, further described in Section III.1.a. above, to which FCT is a party.

2. Title to the Project Site shall be titled in the FCT Recipient, unless the FCT Recipient specifically requests that title shall permanently vest in the Board of Trustees of the Internal Improvement Trust Fund (Trustees). Such request shall be subject to the approval of FCT and the Trustees. **The FCT Recipient hereby elects that title to the Project Site shall be vested in** City of Stuart **[*Note–insert either the name of FCT Recipient or Board of Trustees of Internal Improvement Trust Fund*].** If the FCT Recipient elects that title shall vest in the Trustees, then all acquisition activities shall be administered by the Division of State Lands as specified in Section 253.025, F.S., and Rule 18-1, F.A.C.

3. The transfer of title to the FCT Recipient for the Project Site shall not occur until the requirements for the acquisition of lands, as specified in Section 380.507(11), F.S., and Rule Chapter 9K-6, F.A.C., have been fully complied with by the FCT Recipient and FCT.

4. Any deed whereby the FCT Recipient acquires title to the Project Site shall contain or be subject to such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Section 375.045 and 375.051, F.S.; Section 9, Article XII of the State Constitution; the applicable bond indenture under which the Bonds were issued; and any provision of the Internal Revenue Code or the regulations promulgated thereunder that pertain to tax exempt bonds and shall contain clauses providing for the conveyance of title to the Project Site in the Board of Trustees of the Internal Improvement Trust Fund upon failure to use the Project Site conveyed thereby for such purposes. Such covenants and restrictions as are described in this paragraph shall be in the form of a Grant Award Agreement, prepared by FCT, executed by the parties to the Conceptual Approval Agreement and recorded at the time of closing of the Project Site. The recordable Grant Award Agreement shall restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. All statements contained in the recordable Grant Award Agreement are contained in this Conceptual Approval Agreement, with the exception of statements that do not survive the real estate closing of the Project Site.

5. The Grant Award Agreement containing such covenants and restrictions as

referenced in paragraph 4 above and describing the real property subject to the Agreement shall be executed by the FCT and FCT Recipient at the time of the conveyance of the Project Site and shall be recorded in the county in which the Project Site is located.

6. If any essential term or condition of the Grant Award Agreement is violated, and the FCT Recipient does not correct the violation within 30 days of written notice of violation, title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund. The deed transferring title to the Project Site to the FCT Recipient shall set forth the executory interest of the Board of Trustees of the Internal Improvement Trust Fund.

7. The interest acquired by the FCT Recipient in the Project Site shall not serve as security for any debt of the FCT Recipient.

8. If the existence of the FCT Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall be conveyed or revert to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization which agrees to accept title to all interest in and to manage the Project Site.

9. The Project Site shall be managed only for the conservation, protection and enhancement of natural resources and for public outdoor recreation that is compatible with the conservation, protection and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site must be specifically designated in the management plan approved by the FCT as a part of the Project Plan.

V. OBLIGATIONS OF THE FCT RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. Following the acquisition of the Project Site, the FCT Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the FCT Recipient's comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the FCT Recipient subsequent to the Project Site's acquisition.

2. FCT Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the applicable adopted and approved comprehensive plan. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

3. The FCT Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the management plan approved by the FCT as a part of the Project Plan.

4. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the FCT Recipient at the Project Site.

5. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the FCT Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

VI. OBLIGATIONS OF THE FCT RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Sections 375.045(4) and 380.510(7)(a) and (b), F.S., to impose conditions for funding on FCT Recipient in order to ensure that the project complies with the requirements for the use of Preservation 2000 Bond proceeds including without limitation the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. If the Project Site is to remain subject, after its acquisition by the FCT Recipient and/or the Trustees, to any of the below listed transactions, events, and circumstances, the FCT Recipient shall provide at least 60 days advance written notice of any such transactions, events, and circumstances to FCT, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax consequences of such activity or interest. FCT Recipient agrees and acknowledges that the following transactions, events, and circumstances may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The FCT Recipient further agrees and acknowledges that the following transactions, events, and circumstances may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

a. any sale or lease of any interest in the Project Site to any person or organization;

b. the operation of any concession on the Project Site by any person or organization;

c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with any person or organization;

d. any use of the Project Site by any person other than in such person's capacity as a member of the general public;

e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;

f. a management contract of the Project Site with any person or organization; or

g. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

The foregoing are collectively referred to as the "Disallowable Activities."

VII. DISALLOWABLE ACTIVITIES/REMEDIES

In the event that FCT determines at any time or from time to time that the FCT Recipient is engaging or allowing others to engage in Disallowable Activities on the Project Site, the FCT Recipient agrees to immediately cease or cause the cessation of the Disallowable Activity upon receipt of written notice from the FCT. To the extent allowed by law, FCT Recipient hereby indemnifies and agrees to hold FCT harmless from all claims, causes of action or damages of any nature whatsoever arising from or with respect to Disallowable Activities on the Project Site. Nothing herein shall be deemed a waiver of the FCT Recipient's sovereign immunity. In addition to all other rights and remedies at law or in equity, FCT shall have the right to temporary and permanent injunctions against FCT Recipient for any Disallowable Activity on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE FCT RECIPIENT AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE FCT RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

VIII. CONDITIONS PARTICULAR TO THE PROJECT SITE THAT MUST BE ADDRESSED IN THE MANAGEMENT PLAN

The management plan for the Project Site is mentioned throughout this Agreement, and is particularly described in Paragraph 1.b. of Section III above. In addition to the various conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the management plan shall address the following conditions that are particular to the Project Site and result from either representations made in the application that received scoring points or observations made by the FCT staff during the site visit described in Rule 9K-4.010(2)(f), F.A.C.:

1. Outdoor recreational facilities including nature trails, boardwalks, an observation deck and interpretive displays shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the Project Site without causing harm to those resources.

2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust Preservation 2000 Program and the Recipient. Such recognition shall also be included in all printed literature and advertising associated with the Project Site.

3. Regularly scheduled and ongoing educational programs that promote the protection of natural resources shall be provided at the Project Site. The programs shall include guided walks and programs for school groups.

4. A survey of vegetative communities and plant species shall be conducted on the Project Site. The FCT Recipient shall detail how the survey shall be used during development of the site to ensure the protection, restoration, and preservation of the natural resources on the Project Site.

5. The slash pine, sand pine scrub, hardwood swamp and wetland communities that occur on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these vegetative communities.

6. The Project Site shall be managed in a manner that protects and enhances habitat for listed wildlife species that utilize or could potentially utilize the Project Site, including the gopher tortoise, scrub jay and wading birds. The FCT Recipient shall coordinate with the Game and Freshwater Fish Commission on the management of the Project Site for the protection of listed species and listed species habitat. The FCT Recipient shall also conduct periodic surveys of listed species using the Project Site and develop informational signs relating to the protection of listed animal species and their habitat.

7. Management of the Project Site shall be coordinated with the Department of Environmental Protection's Aquatic Preserve Management Plan and the Indian River Lagoon SWIM Plan.

8. Adjacent development activities shall be monitored through the development review and approval process to ensure that such activities do not negatively effect the resources on the Project Site. Vegetated buffers shall be used as necessary to ensure that resources and planned outdoor recreation activities on the project site are sufficiently protected from the adverse impacts of adjacent land uses.

9. Approximately 7 acres of disturbed upland and wetland vegetation on the Project Site shall be restored in terms of biological composition and ecological function by removing exotics and planting native vegetative species.

10. An ongoing monitoring and control program for invasive exotic vegetation shall be implemented at the Project Site. The Exotic Pest Plant Council's List of Florida's Most Invasive Species shall be used to identify invasive exotic vegetation on the Project Site.

11. A stormwater management program shall be developed and implemented on the Project Site to improve the quality of water entering Haney Creek and the St. Lucie River. The FCT Recipient shall coordinate with the South Florida Water Management District on the development of a stormwater management program for the Project Site.

12. A vegetation analysis of the Project Site shall be performed to determine which areas of the Project Site need a prescribed burning regime implemented to maintain natural fire-dependent vegetative communities. The development of a prescribed burn plan shall be coordinate with Division of Forestry and Game and Fresh Water Fish Commission.

13. Management of the Project Site shall be coordinated with the land managers of other conservation and preservation lands in the project area.

14. Pedestrian and bicycle access to the Project Site shall be promoted as an alternative to automobile transportation by providing pedestrian walkways and/or bicycle parking stands.

15. The Project Site shall be incorporated into the City's overall management program for the protection and enhancement of natural and recreational resources within the greenway corridor that extends from the St. Lucie River to the Savannahs State Preserve.

16. The requirements imposed by other grant program funds that may be sought by the FCT Recipient for activities associated with the Project Site shall not conflict with the terms and conditions of the FCT award.

This Agreement including Exhibits "A", "B" and "C" embodies the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF STUART

By: _____
Print Name: Jeffrey A. Krauskopf

Its: Mayor

Date: 11/24/98
ATTEST: _____
Print Name: Dianne O'Donnell
City Clerk

Approved as to Form and Legality:

By: _____
Print Name: CARL V.M. COFFIN

FLORIDA COMMUNITIES TRUST

By: _____
James F. Murley, Chair

Date: 1/5/99

Approved as to Form and Legality:

By: _____
Ann J. Wild, Trust Counsel

STATE OF FLORIDA
COUNTY OF MARTIN

I, the undersigned, duly appointed City Clerk of the City of Stuart, Florida, HEREBY CERTIFY that this is a true and correct copy of the original.

Signature: _____
CITY CLERK

DATE: 3/17/99

ORIGINAL

Contract No: 99-CT-8D-98-8A-H1-045
FCT Project No: 98-045-P8A
FCT Project Name: HANEY CREEK WATERSHED PRESERVATION AND GREENWAYS

CONFIDENTIALITY AGREEMENT

This is a Confidentiality Agreement ("Agreement") pursuant to Rule 9K-6.010(5), Florida Administrative Code (F.A.C.).

Parties to the Confidentiality Agreement: CITY OF STUART ("FCT Recipient"), a municipality within the State of Florida, and the Florida Communities Trust ("FCT"), a nonregulatory agency within the Department of Community Affairs.

Parcels Covered by this Agreement: This Agreement covers all parcels identified as part of the Project Site in FCT application 98-045-P8A That was selected for funding and is governed by a Conceptual Approval Agreement for FCT Project Number 98-045-P8A ("Project Site").

Confidentiality:

a) Pursuant to Rule 9K-6.002(17), F.A.C., the term "Confidential" refers to information that shall not be available for public disclosure or inspection and is exempt from the provisions of Section 119.07(1), Florida Statutes (F.S.).

b) The FCT Recipient and its agents shall maintain the confidentiality of all appraisals, offers, and counteroffers as required by Section 125.355(1)(a), F.S., for counties, or Section 166.045(1)(a), F.S., for municipalities, and Rule Chapter 9K-6, F.A.C. The FCT Recipient may disclose such confidential information only to the individuals listed herein below.

c) Requests to add persons to the disclosure list must be made in writing and the FCT Recipient must receive the written consent of the FCT Executive Director and execute an Addendum to the Agreement. All confidentiality requirements outlined above shall apply to individuals added to the list.

d) The undersigned board members and staff of the FCT Recipient ("FCT Recipient") and its agents, if any, agree to maintain the confidentiality of appraisal information, offers and counter-offers concerning FCT Project Number 98-045-P8A as required by Section 125.355 (1)(a), F.S., for counties, or Section 166.045 (1)(A), F.S., for municipalities, and Rule Chapter 9K-6, F.A.C., and by this Confidentiality Agreement between the FCT Recipient and FCT.

e) The undersigned certify that they have no legal or beneficial interest in the Project Site.

Date	FCT Recipient Board Member, Staff or Agent name	Signature
	Karl J. Krueger, Jr., Mayor	
	Gene C. Rifkin, Vice Mayor	
	Charles S. Foster, Commissioner	
	Jeffrey A. Krauskopf, Commissioner	
	Robert W. Walker, Commissioner	
	David Collier, City Manager	
	Carl V.M. Coffin, City Attorney	
	Dianne M. O'Donnell, City Clerk	
	Wm. F. Underwood, Administrative Services Director	

CITY OF STUART

By: _____
Print Name: Karl J. Krueger

Its: Mayor

Date: 3/8/99

ATTEST: _____
Dianne M. O"Donnell, City Clerk

Approved as to Form and Legality:

By: _____
Print Name: Carl V.M. Coffin
City Attorney

FLORIDA COMMUNITIES TRUST

By: _____
Anne Peery, Executive Director

Date: 3/11/99

Approved as to Form and Legality:

By: _____
Ann J. Wild, Trust Counsel

Contract No: 99-CT-8D-98-8A-H1-045
FCT Project No: 98-045-P8A
FCT Project Name: Haney Creek Watershed Preservation and Greenways

ADDENDUM 1 TO CONCEPTUAL APPROVAL AGREEMENT

This ADDENDUM 1 to Conceptual Approval Agreement is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and CITY OF STUART ("FCT Recipient"), this 15th day of July 1999.

WHEREAS, the parties hereto entered into a Conceptual Approval Agreement setting forth the conditions of conceptual approval that must be satisfied by FCT Recipient prior to the disbursement of the FCT Preservation 2000 award and the restrictions that are imposed on the Project Site subsequent to its acquisition;

WHEREAS, the term of the Conceptual Approval Agreement expires July 27, 1999 ;

WHEREAS, the FCT Recipient in accordance with GENERAL CONDITIONS paragraph 3 of the Conceptual Approval Agreement and in compliance with Rule 9K-4.010(2)(j), F.A.C., has timely submitted to FCT a written request for extension of the July 27, 1999 expiration date;

WHEREAS, GENERAL CONDITIONS paragraph 14 of the Conceptual Approval Agreement states that the agreement may be amended at any time prior to FCT giving final project plan approval to the FCT Recipient. Any agreement must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT;

WHEREAS, the parties hereto desire to extend the term of the Conceptual Approval Agreement as provided by Rule 9K-4.010(2)(j), F.A.C.;

NOW THEREFORE, the FCT and FCT RECIPIENT mutually agree as follows:

1. Notwithstanding the language of Section I. GENERAL CONDITIONS, paragraph 3. and paragraph 4., the parties hereby agree to revive it nunc pro tunc as though it had not lapsed in accordance with paragraph 3.

2. In every respect, this amendment is to be construed and applied as though the parties had both signed it before July 27, 1999

3. The Conceptual Approval Agreement by and between FCT and FCT Recipient is hereby extended until January 27, 2000

The date of execution of this addendum shall be the date that the last party signs this addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed this ADDENDUM 1 TO CONCEPTUAL APPROVAL AGREEMENT.

CITY OF STUART

By: _____
Print Name: Karl J. Krueger, Jr.
Mayor

/s/ ATTEST: _____
Dianne M. O'Donnell
City Clerk

Date: 7/2/99

FLORIDA COMMUNITIES TRUST

By: _____
Steven M. Seibert, Chair

Date: 7/19/99

Approved as to Form and Legality:

By: _____
Print Name:
CARL V.N. COFFIN

Approved as to Form and Legality:

By: _____
Ann J. Wild, Trust Counsel

City of Stuart

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

Dianne M. O'Donnell
City Clerk

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

July 2, 1999

Florida Communities Trust
Anne Peery, Executive Director
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

ATTENTION: Anne Perry, Executive Director

REFERENCE: Haney Creek Watershed Preservation & Greenways Grant
Addendum I - PROJECT #98-045-P8A / City of Stuart

MESSAGE: Enclosed are two original addendums executed by city officials. Please complete with required signatures and return one fully executed original to the Office of the City Clerk at the address indicated above.

If you have any questions please do not hesitate to call.

Sincerely,

Dianne M. O'Donnell
City Clerk

Enc.

rec'd 7/27

Florida Communities Trust

June 14, 1999

David Collier
City Manager
City Development Department
121 SW Flagler Avenue
Stuart, FL 34994-2192

RE: City of Stuart
Haney Creek Watershed Preservation and Greenways
Project Number: 98-045-P8A

Mr. Collier:

Enclosed find Addendum I to the Conceptual Approval Agreement for the referenced project. The Addendum reflects an extension of time granted by the governing board of the Florida Communities Trust at its June 11, 1999, meeting. Your agreement has been extended according to the terms set forth in the addendum. Any questions about the addendum can be directed to Ann Wild, Trust Attorney at (850) 488-0410. Please execute the addendum and return it to the Trust **as soon as possible.**

Please expedite your FCT project so that we can conclude it as soon as possible. This expediting includes promptly returning documents, phone calls or any other step needed to achieve success in your project. I encourage you to rely on the Trust staff for any assistance you need to bring the project to a successful conclusion.

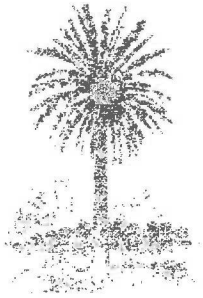
Sincerely,

Anne Peery
Executive Director

Enclosure: Conceptual Approval Agreement Addendum I

DEPARTMENT OF COMMUNITY AFFAIRS • 2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FL 32399-2100
850/922-2207 • SUNCOM 292-2207 • FAX 850/921-1747

FLORIDA COMMUNITIES TRUST RECYCLES



RECEIVED
AUG - 6 1999

Florida Communities Trust

August 4, 1999

Mr. David Collier
City Manager
121 S.W. Flagler Ave.
Stuart, Florida 34994

RE: FCT Project Number: 98-045-P8A
City of Stuart
Haney Creek Watershed Preservation and Greenways

Dear Mr. Collier:

Enclosed please find a fully executed original of the Addendum I to Confidentiality Agreement for the above- referenced Florida Communities Trust Project.

If you have any questions, please contact me at (850) 922-2207 (SunCom 292-2207).

Sincerely,

For

Lee H. Slaton
Operations & Management Consultant I

LHS\bw

Enclosures

Contract No: 99-CT-8D-98-8A-H1-045
FCT Project No: 98-045-P8A
FCT Project Name: HANEY CREEK WATERSHED PRESERVATION AND GREENWAYS

ADDENDUM TO CONFIDENTIALITY AGREEMENT

This is an Addendum to the Confidentiality Agreement ("Agreement") pursuant to Rule 9K-6.010(5), Florida Administrative Code (F.A.C.), and is entered into by the parties to add the undersigned persons to the list contained in the Agreement between the parties.

Parties to the Confidentiality Agreement: CITY OF STUART ("FCT Recipient"), a municipality State of Florida, and the Florida Communities Trust ("FCT"), a nonregulatory agency within the Department of Community Affairs.

Parcels Covered by this Agreement: This Agreement covers all parcels identified as part of the Project Site in FCT application 98-045-P8A That was selected for funding and is governed by a Conceptual Approval Agreement for FCT Project Number 98-045-P8A ("Project Site").

Confidentiality:

a) Pursuant to Rule 9K-6.002(17), F.A.C., the term "Confidential" refers to information that shall not be available for public disclosure or inspection and is exempt from the provisions of Section 119.07(1), Florida Statutes (F.S.).

b) The FCT Recipient and its agents shall maintain the confidentiality of all appraisals, offers, and counteroffers as required by Section 125.355(1)(a), F.S., for counties, or Section 166.045(1)(a), F.S., for municipalities, and Rule Chapter 9K-6, F.A.C. The FCT Recipient may disclose such confidential information only to the individuals listed herein below.

c) The undersigned board members and staff of the FCT Recipient ("FCT Recipient") and its agents, if any, agree to maintain the confidentiality of appraisal information, offers and counter-offers concerning FCT Project Number 98-045-P8A as required by Section 125.355 (1)(a), F.S., for counties, or Section 166.045 (1)(A), F.S., for municipalities, and Rule Chapter 9K-6, F.A.C., and by this Confidentiality Agreement between the FCT Recipient and FCT.

d) The undersigned certify that they have no legal or beneficial interest in the Project Site.

Date	FCT Recipient Board Member, Staff or Agent name	Signature
7-22-99	Kim DeLaney, City Planner, City of Stuart	Kim DeLaney
7-23-99	Matthew Sexton, Florida Representative, The Conservation Fund	

CITY OF STUART

By: David Collier

Print Name: DAVID COLLIER

Its: CITY MANAGER

Date: JULY 19, 1999

Approved as to Form and Legality:

By: Carl V.M. Coffin

Print Name: CARL V.M. COFFIN

FLORIDA COMMUNITIES TRUST

By: Anne Peery

Anne Peery, Executive Director

Date: 8/3/99

Approved as to Form and Legality:

By: Ann J. Wild

Ann J. Wild, Trust Counsel

CONF/AG/ADD
5/25/99
98-045-P8A

ORIGINAL

Contract No: 99-CT-8D-98-8A-A1-045
FCT Project No: 98-045-P8A
FCT Project Name: Haney Creek Watershed Preservation and Greenways

ADDENDUM 2 TO CONCEPTUAL APPROVAL AGREEMENT

This ADDENDUM 2 to the Conceptual Approval Agreement is entered into by and between the FLORIDA COMMUNITIES TRUST (FCT), a nonregulatory agency within the State of Florida Department of Community Affairs, and CITY OF STUART(Recipient), this 7th day of MARCH, 2000.

WHEREAS, the parties hereto entered into a Conceptual Approval Agreement setting forth the conditions of conceptual approval that must be satisfied by Recipient prior to the disbursement of the FCT Preservation 2000 award and the restrictions that are imposed on the project site subsequent to its acquisition;

WHEREAS, the term of the Conceptual Approval Agreement expires January 27, 2000;

WHEREAS, the Recipient in accordance with GENERAL CONDITIONS paragraph 3 of the Conceptual Approval Agreement and in compliance with Rule 9K-4.010(2)(j), F.A.C., has timely submitted to FCT a written request for extension of the January 27, 2000 expiration date;

WHEREAS, GENERAL CONDITIONS paragraph 14 of the Conceptual Approval Agreement states that the agreement may be amended at any time prior to FCT giving final project plan approval to the Recipient. Any agreement must be set forth in a written instrument and agreed to by both the Recipient and FCT;

WHEREAS, the parties hereto desire to extend the term of the Conceptual Approval Agreement as provided by Rule 9K-4.010(2)(j), F.A.C.;

NOW THEREFORE, the FCT and RECIPIENT mutually agree as follows:

1. Notwithstanding the language of Section I. GENERAL CONDITIONS. paragraph 3. and paragraph 4., the parties hereby agree to revive it nunc pro tunc as though it had not lapsed in accordance with paragraph 3.

2. In every respect, this amendment is to be construed and applied as though the parties had both signed it before January 27, 2000.

3. The Conceptual Approval Agreement by and between FCT and Recipient is hereby extended until July 27, 2000.

The date of execution of this addendum shall be the date that the last party signs this addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed this ADDENDUM 2 TO CONCEPTUAL APPROVAL AGREEMENT.

CITY OF STUART

By: _____
Print Name: Karl J. Krueger Jr.

Its: Mayor

Date: _____

ATTEST
City Clerk
Dianne M. O'Donnell, City Clerk

Approved as to Form and Legality:

By: _____
Print Name: CARL V.M. COFFIN

FLORIDA COMMUNITIES TRUST

By: _____
for Steven M. Seibert, Chair

Date: 3/3/00

Approved as to Form and Legality:

By: _____
Ann J. Wild, Trust Counsel

ADD 2/98-045-P8A
01/26/2000

Florida Communities Trust

RECEIVED
MAR - 9 2000
CITY OF STUART-CITY MGR.

March 6, 2000

Mr. David Collier
City Manager
121 S.W. Flagler Ave.
Stuart, Florida 34994

RE: FCT Project Number: 98-045-P8A
City of Stuart
Haney Creek Watershed Preservation and Greenways

Dear Mr. Collier:

Enclosed please find a fully executed original of the Addendum II to Conceptual Approval Agreement for the above- referenced Florida Communities Trust Project.

If you have any questions, please contact me at (850) 922-2207 (SunCom 292-2207).

Sincerely,

For
Lee H. Slaton
Operations & Management Consultant I

LHS\bw

Enclosures

RECEIVED
MAR 9 2000
CITY OF STUART
CITY CLERKS OFFICE

DEPARTMENT OF COMMUNITY AFFAIRS • 2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FL 32399-2100
850/922-2207 • SUNCOM 292-2207 • FAX 850/921-1747
FLORIDA COMMUNITIES TRUST RECYCLES

City of Stuart

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

Dianne M. O'Donnell
City Clerk

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

February 21, 2000

Ralph Cantral, Acting Executive Director
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, Fl 32399-2100

Dear Ralph Cantral, Acting Executive Director:

SUBJECT:FCT PROJECT # 98-045-P8A Honey Creek

Enclosed are two original Conceptual Approval Agreements for your execution. Please sign and date both and mail one fully executed original back in the self-stamped addressed envelope provided.

Respectfully,

COPY

Cherie White
Office Assistant II

Enclosures (2)

cw

Florida Communities Trust

January 27, 2000

RECEIVED
JAN 31 2000
CITY OF STUART CITY MGR.

Mr. David Collier
City Manager
City Development Department
121 SW Flagler Avenue
Stuart, FL 34994-2192

RE: FCT Project Number 98-045-P8A
Haney Creek Watershed Preservation and Greenways
City of Stuart

Dear Mr. Collier:

Enclosed are two originals of Addendum 2 to the Conceptual Approval Agreement for the project. The Addendum includes an extension of time as approved by the governing board of the Florida Communities Trust at its January 26, 2000, meeting. Any questions about the addendum can be directed to Ann Wild, Trust Attorney at (850) 488-0410. Please execute the addendum and return it to the Trust **as soon as possible.**

Please expedite your FCT project so that we can conclude it as soon as possible. This expediting includes promptly returning documents, phone calls or any other step needed to achieve success in your project. I encourage you to rely on the Trust staff for any assistance you need to bring the project to a successful conclusion.

Sincerely,

Ann Wild for

Ralph Cantral
Acting Executive Director

RC:lhs

Enclosure: Conceptual Approval Agreement Addendum 2

DEPARTMENT OF COMMUNITY AFFAIRS • 2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FL 32399-2100
850/922-2207 • SUNCOM 292-2207 • FAX 850/921-1747

FLORIDA COMMUNITIES TRUST RECYCLES

Contract No: 99-CT-8D-98-8A-A1-045
FCT Project No: 98-045-P8A
FCT Project Name: Haney Creek Watershed Preservation and Greenways

ADDENDUM 3 TO CONCEPTUAL APPROVAL AGREEMENT

This ADDENDUM 3 to the Conceptual Approval Agreement is entered into by and between the FLORIDA COMMUNITIES TRUST (FCT), a nonregulatory agency within the State of Florida Department of Community Affairs, and CITY OF STUART (Recipient), this 7th day of SEPTEMBER, 2000.

WHEREAS, the parties hereto entered into a Conceptual Approval Agreement setting forth the conditions of conceptual approval that must be satisfied by Recipient prior to the disbursement of the FCT Preservation 2000 award and the restrictions that are imposed on the project site subsequent to its acquisition;

WHEREAS, the term of the Conceptual Approval Agreement expires July 27, 2000;

WHEREAS, the Recipient in accordance with GENERAL CONDITIONS paragraph 3 of the Conceptual Approval Agreement and in compliance with Rule 9K-4.010(2)(j), F.A.C., has timely submitted to FCT a written request for extension of the July 27, 2000 expiration date;

WHEREAS, the parties hereto desire to extend the term of the Conceptual Approval Agreement as provided by Rule 9K-4.010(2)(j), F.A.C.; and

WHEREAS, Section 215.97, Florida Statutes, the Florida Single Audit Act, provides uniform state audit requirements for state financial assistance provided by state agencies over the audit threshold as defined in that Section;

WHEREAS, the parties hereto desire to make these requirements a part of the Conceptual Approval Agreement as provided by Rule 9K-4.010(2)(j), F.A.C.;

WHEREAS, the Recipient has requested the expansion of the boundary of the Project Site to add two adjacent parcels and this request was approved on August 3, 2000, by the Acting Executive Director pursuant to the authority delegated to him by the governing board ;

WHEREAS, the parties hereto desire to make these two parcels a part of the Conceptual Approval Agreement; and

WHEREAS, the Recipient has requested a modification to the Acquisition Plan included in the application, and incorporated by reference and attached as Exhibit "B" to the Conceptual Approval Agreement, to include these two parcels;

WHEREAS, the parties hereto desire to amend the Conceptual Approval Agreement to modify the Acquisition Plan;

WHEREAS, GENERAL CONDITIONS paragraph 14 of the Conceptual Approval Agreement states that the agreement may be amended at any time prior to FCT giving final project plan approval to the Recipient. Any agreement must be set forth in a written instrument and agreed to by both the Recipient and FCT;

NOW THEREFORE, the FCT and RECIPIENT mutually agree as follows:

1. Notwithstanding the language of Section I. GENERAL CONDITIONS, paragraph 3. and paragraph 4., the parties hereby agree to revive it nunc pro tunc as though it had not lapsed in accordance with paragraph 3.

2. In every respect, this amendment is to be construed and applied as though the parties had both signed it before July 27, 2000.

3. The Conceptual Approval Agreement by and between FCT and Recipient is hereby extended until January 27, 2001.

4. The Conceptual Approval Agreement by and between FCT and Recipient is hereby amended to add Section IX as follows:

IX. AUDIT REQUIREMENTS

1. The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

2. These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by FCT. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

3. The Recipient shall also provide FCT with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

4. In the event that the Recipient expends a total amount of State financial assistance from all state sources equal to or in excess of $300,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.600, Rules of the Auditor General.

Section I.7. above below indicates State financial assistance through FCT by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, except that State financial assistance received by a nonstate entity for Federal program matching requirements shall be excluded from consideration. The funding for this Agreement was received by FCT as a grant appropriation.

a. The annual financial audit report shall include all management letters and
the Recipient's response to all findings, including corrective actions to be taken.

b. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

c. The complete financial audit report, including all items specified in (12)(d) 1 and 2 above, shall be sent directly to:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

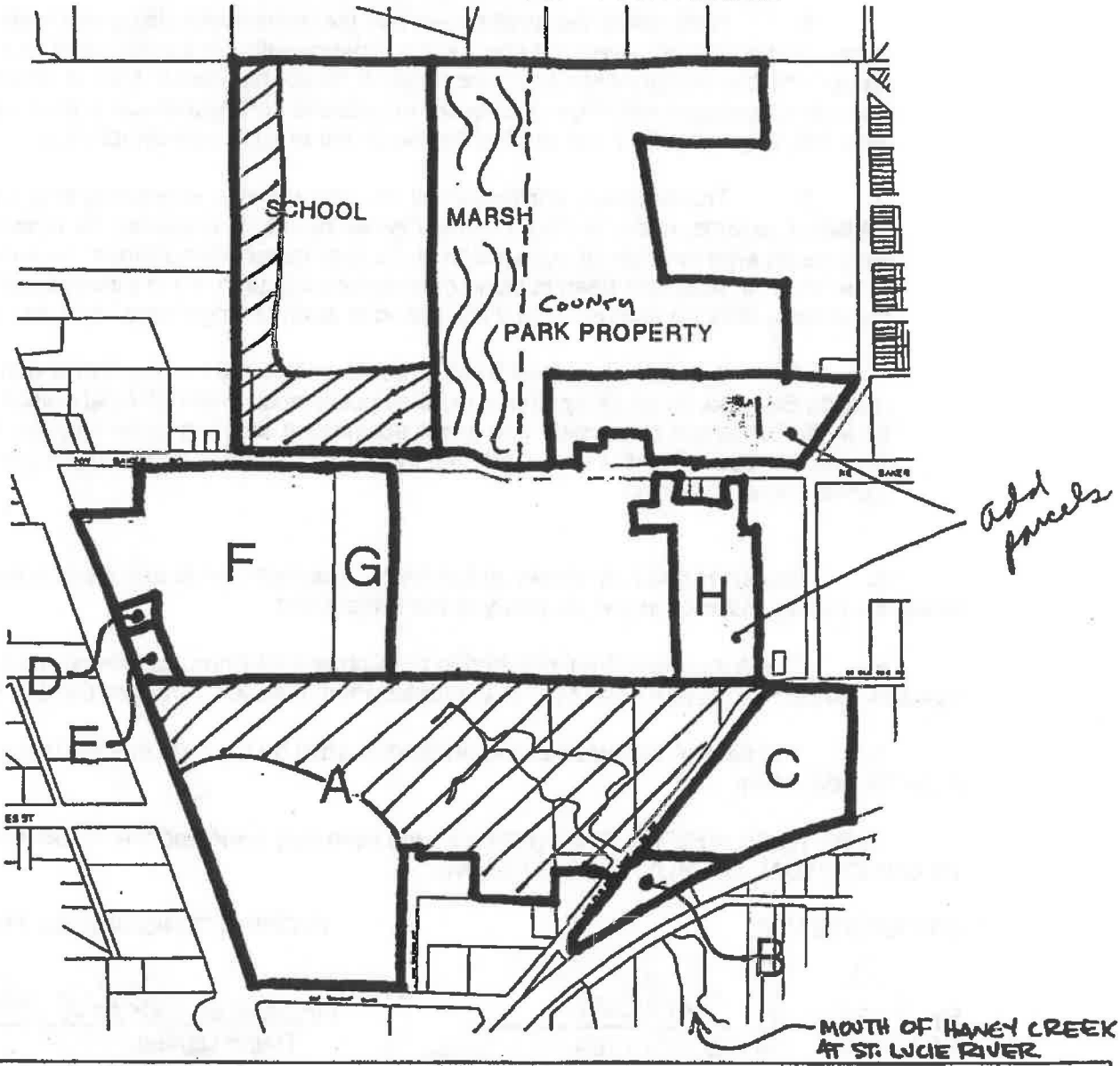
State of Florida Auditor General
Attn: Ted J Sauerbeck
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

d. In connection with the audit requirements addressed above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.600, Rules of the Auditor General.

e. If the Recipient expends less than $300,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than $300,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than State entities).

HANEY CREEK WATERSHED PRESERVATION & GREENWAYS PROJECT

MAP OF PURCHASE AREA & SUBJECT PROPERTIES



LEGEND	
A	Kremser property (mostly upland; may be developed)
A	Kremser property (location of Arant's Swamp and slough; cannot be developed or mitigated. City to acquire through PUD negotiations)
B	Bussell property (option contract pending)
C	Boll property (counter-offer pending from owner)
D	Sommer property
E	Conway property
F	Bridgeton property (option contract approved; closing TBA)
G	Bridgeton property (option contract approved; closing TBA)
H	Dragseth property (to be added via boundary modification)
I	Tilton property (to be added via boundary modification)
SCHOOL	Felix Williams Elementary School (area of school improvements)
SCHOOL	Felix Williams Elementary School (area of preserve to be dedicated to City)
MARSH	Flow-through freshwater marsh (included within County-owned park property; permits to be approved by SFWMD in July 2000)
PARK PROPERTY	County-owned surplus park property (to be preserved with limited passive recreational improvements)

EXHIBIT "A"

5. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of three years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with 215,97, Florida Statutes, by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.

5. Parcels H and I as shown on Exhibit "A" attached hereto and made a part hereof are hereby included in the boundary of the Project Site.

6. The Acquisition Plan attached to the Conceptual Approval Agreement is hereby replaced, revised and superseded by the Acquisition Plan attached hereto as Exhibit "B".

7. The date of execution of this addendum shall be the date that the last party signs this addendum

IN WITNESS WHEREOF, the parties hereto have duly executed this ADDENDUM 3 TO CONCEPTUAL APPROVAL AGREEMENT.

CITY OF STUART

By: David Collier.
Print Name: DAVID COLLIER
Its: City Manager

ATTEST:
Dianne M. O'Donnell
City Clerk

Date: August 28, 2000

Approved as to Form and Legality:
By: Carl V. M. Coffin
Print Name: CARL V. M. COFFIN

FLORIDA COMMUNITIES TRUST

By: Ann Wild for
Ralph Cantral,
Acting Executive Director
Date: 9-7-00

Approved as to Form and Legality:
By: Ann J. Wild
Ann J. Wild, Trust Counsel

Acquisition Plan

Project Name: Haney Creek Watershed Preservation and Greenways Project

Applicant: City of Stuart

Rule 9K-4.004(5)(g), Florida Administrative Code, reads in part as follows:

> If the project site consists of more than one parcel or owner, an Acquisition Plan, as defined in Rule 9K-4.002(2), is required.

Rule 9K-4.002(2), Florida Administrative Code, reads as follows:

> Acquisition Plan applies to Project Sites with multiple parcels or multiple owners and means a written description of the priority parcels and the general order in which the parcels will be acquired to assure that, in the event that all parcels cannot be acquired, the purposes of the project can be achieved.

Florida Communities Trust (FCT) staff will review the acquisition plan to assure that the purposes of the project can be achieved in the event all parcels cannot be acquired.

Provide tax identification number for all parcels within the project boundary

See attached summary ownership data sheet (Exhibit D).

Provide the name, address and phone number, if available, for all the owners of parcels within the project boundary.

See attached summary ownership data sheet (Exhibit D).

Identify the priority parcels needed to achieve the purposes of the project.

The key parcels required are reference parcels F, G and B (please see Exhibit D). Ownership of these parcels will enable the flow-through marsh construction on parcels F and G (23.5 acres) and control of the tributary flood plain via parcel B. These parcels abut and surround wetlands in the largest parcel, parcel A which is a key feature in the Haney Creek project.

Purchase of parcel A is highly desirable due to its size and diversity of habitats and is a key link of the overall greenways/flowways project if the surrounding parcels are in public ownership. If not purchased in this program, the combination of the City's upland preserve requirements and state and federal wetlands protection will likely protect a large portion of this parcel under conservation easements with any development proposal. However, the protection of parcel A in public ownership will allow both the connection to the greenway/flowway from the drainage basin to the north as well as provide protection of key environmental areas and habitats present on the

site.

Parcel C is next most desirable, being comprised of sand pine uplands and seepage slope wetlands tributary to parcel B.

Parcels H and I will allow a greenway/flowway connecting into the eastern portion of the Swamp, which will improve stormwater quality and preservation of a native corridor for wildlife. In addition, Parcel I contains an old borrow pit which will allow for the preservation of a deepwater habitat, thereby expanding the habitat functions of the entire project.

Finally, parcels D and E are included to preclude development adjacent to the main freshwater swamp along Federal Highway. These are also desirable but not essential to overall success.

Identify the general order in which the parcels should be acquired, parcels can be grouped in categories.

FIRST PRIORITY
Parcel A
Parcel B
Parcel C
Parcel F
Parcel G
Parcel H
Parcel I

SECOND PRIORITY
Parcel E
Parcel D

INSTR # 1452314
OR BK 01502 PG 0951
RECORDED 08/29/2000 11:39 AM
MARSHA EWING
MARTIN COUNTYFlorida
DEPUTY CLERK S Johnson

This document prepared by:
Ann J. Wild
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

After Recording Return To:
Robert D. Schwartz, Esq.
Law offices of Robert D. Schwartz, P.A.
555 South Federal Hwy.--Suite 430
Boca Raton, FL 33432

FLORIDA COMMUNITIES TRUST
P8A AWARD# 98-045-P8A
FCT Contract# 00-CT-P8-98-P8A-J1-045

GRANT AWARD AGREEMENT

THIS AGREEMENT is entered into this 22nd day of June, 2000, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and the CITY OF STUART, a political subdivision of the State of Florida ("FCT Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 253, 259, and 380, Florida Statutes.

WHEREAS, Part III Chapter 380, Florida Statutes, the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs, which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans and in otherwise conserving natural resources and resolving land use conflicts by providing financial assistance to local governments to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 1 of the Florida Preservation 2000 Act provides for the distribution of ten percent (10%) of the net Preservation 2000 Revenue Bond proceeds to the Department of Community Affairs to provide land acquisition grants and loans to local governments through the FCT;

WHEREAS, the Governor and Cabinet authorized the sale and issuance of State of Florida Department of Natural Resources Preservation 2000 Revenue Bonds ("Bonds");

WHEREAS, the Bonds were issued as tax-exempt bonds, meaning that the interest on the Bonds is excluded from the gross income of Bondholders for federal income tax purposes;

WHEREAS, Rule 9K-4.010(2)(f), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding in accordance with Rule Chapter 9K-4, F.A.C.;

WHEREAS, the FCT has approved the terms under which the Project Site is acquired and the deed whereby the FCT Recipient acquires title to the Project Site shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund upon the failure of the FCT Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, such covenants and restrictions shall be imposed by an agreement which shall describe with particularity the real property which is subject to the agreement and shall be recorded in the county in which the real property is located; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to its acquisition with the FCT Preservation 2000 Bond award.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and FCT Recipient do hereby contract and agree as follows:

I. GENERAL CONDITIONS.

1. Upon execution and delivery by the parties hereto, the FCT Recipient shall cause this Agreement to be recorded and filed in the official public records of Martin County, Florida, as referenced in the warranty deed vesting fee simple title to the Project Site in the FCT Recipient, and in such manner and in such other places as FCT may reasonably request, and shall pay all fees and charges incurred in connection therewith.

2. The FCT Recipient and FCT agree that the State of Florida Department of Environmental Protection will forward this Agreement to Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax exempt status of the Preservation

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2000 Bonds is not jeopardized, FCT and FCT Recipient shall amend the Agreement accordingly.

3. This Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT.

4. This Agreement and the covenants and restrictions contained herein shall run with the Property herein described and shall bind, and the benefits shall inure to, respectively, the FCT and the FCT Recipient and their respective successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

6. Any notice required to be given hereunder shall be given by personal delivery, by registered mail or by registered expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered mail.

FCT:
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
ATTN: Executive Director

FCT Recipient:
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

ATTN: Kim Delaney, City Planner

7. If any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

II. PROJECT SITE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, FLORIDA STATUTES.

1. If any essential term or condition of this grant agreement is violated by the FCT Recipient or by some third party with the knowledge of the FCT Recipient and the FCT Recipient does not correct the violation within 30 days of notice of the violation, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal

Improvement Trust Fund. The FCT shall treat such property in accordance with Section 380.508(4)(e), Florida Statutes.

2. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee, containing such covenants, clauses, or other restrictions as are sufficient to protect the interest of the people of Florida.

3. The interest, if any, acquired by the FCT Recipient in the Project Site will not serve as security for any debt of the FCT Recipient unless FCT approves the transaction.

4. If the existence of the FCT Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization which agrees to accept title to all interest in and to manage the Project Site.

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the FCT Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the FCT Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT will have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

III. PROJECT SITE OBLIGATIONS IMPOSED BY FCT ON THE FCT RECIPIENT.

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for passive, natural resource-based public outdoor recreation which is compatible with the conservation, protection and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed

uses for the Project Site are specifically designated in the Project Plan as approved by FCT.

2. The FCT Recipient shall prepare and submit to FCT an annual report as required by Rule 9K-4.013, F.A.C.

3. The FCT Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the FCT Recipient's comprehensive plan is required to comply with this paragraph, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the FCT Recipient.

4. FCT Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

5. The FCT Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the FCT approved project plan.

6. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the FCT Recipient at the Project Site.

7. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and/or major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably with-held by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the FCT Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

8. If archaeological and historic sites are located on the Project Site, the FCT Recipient shall comply with Chapter 267, Florida Statutes. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

9. The FCT Recipient shall ensure that the Project Site is identified as being publicly owned and operated as a passive, natural resource-based public outdoor recreational site in all signs, literature and advertising regarding the Project Site. The FCT Recipient shall erect a sign(s) identifying the Project Site as being open to the public and as having been purchased with funds from FCT and FCT Recipient.

IV. OBLIGATIONS INCURRED BY FCT RECIPIENT AS A RESULT OF BOND PROCEEDS BEING UTILIZED TO PURCHASE THE PROJECT SITE.

1. If the Project Site is to remain subject, after its acquisition by the State and the FCT Recipient, to any of the below listed activities or interests, the FCT Recipient shall provide at least 60 days written notice of any such activity or interest to FCT prior to the activity taking place, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax con-sequences of such activity or interest:

a. any lease of any interest in the Project Site to a non-governmental person or organization;

b. the operation of any concession on the Project Site to a non-governmental person or organization;

c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with a non-governmental person or organization;

d. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

e. a management contract of the Project Site with a non-governmental person or organization; and

f. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

2. FCT Recipient agrees and acknowledges that the following transaction, events, and circumstances may not be permitted on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law:

a. a sale of the Project Site or a lease of the Project Site to a non-governmental person or organization;

b. the operation of a concession on the Project Site by a non-governmental person or organization;

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c. a sale of things attached to the Project Site to be severed from the Project Site to a non-governmental person or organization;

d. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;

e. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

f. a management contract of the Project Site with a non-governmental person or organization; and

g. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE FCT RECIPIENT AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE FCT RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

V. CONDITIONS THAT ARE PARTICULAR TO THE PROJECT SITE AS A RESULT OF THE FCT APPROVED MANAGEMENT PLAN.

1. Outdoor recreational facilities including nature trails, boardwalks, an observation deck and interpretive displays shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the Project Site without causing harm to those resources.

2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust Preservation 2000 Program and the Recipient. Such recognition shall also be included in all printed literature and advertising associated with the Project Site.

3. Regularly scheduled and ongoing educational programs that promote the protection of natural resources shall be provided at the Project Site. The programs shall include guided walks and programs for school groups.

4. A survey of vegetative communities and plant species shall be conducted on the Project Site. The FCT Recipient shall detail how

the survey shall be used during development of the site to ensure the protection, restoration, and preservation of the natural resources on the Project Site.

5. The slash pine, sand pine scrub, hardwood swamp and wetland communities that occur on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these vegetative communities.

6. The Project Site shall be managed in a manner that protects and enhances habitat for listed wildlife species that utilize or could potentially utilize the Project Site, including the gopher tortoise, scrub jay and wading birds. The FCT Recipient shall coordinate with the Game and Freshwater Fish Commission on the management of the Project Site for the protection of listed species and listed species habitat. The FCT Recipient shall also conduct periodic surveys of listed species using the Project Site and develop informational signs relating to the protection of listed animal species and their habitat.

7. Management of the Project Site shall be coordinated with the Department of Environmental Protection's Aquatic Preserve Management Plan and the Indian River Lagoon SWIM Plan.

8. Adjacent development activities shall be monitored through the development review and approval process to ensure that such activities do not negatively effect the resources on the Project Site. Vegetated buffers shall be used as necessary to ensure that resources and planned outdoor recreation activities on the project site are sufficiently protected from the adverse impacts of adjacent land uses.

9. Approximately 7 acres of disturbed upland and wetland vegetation on the Project Site shall be restored in terms of biological composition and ecological function by removing exotics and planting native vegetative species.

10. An ongoing monitoring and control program for invasive exotic vegetation shall be implemented at the Project Site. The Exotic Pest Plant Council's List of Florida's Most Invasive Species shall be used to identify invasive exotic vegetation on the Project Site.

11. A stormwater management program shall be developed and implemented on the ProjectSite to improve the quality of water entering Haney Creek and the St. Lucie River. The FCT Recipient shall coordinate with the South Florida Water Management District on the development of a stormwater management program for the Project Site.

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12. A vegetation analysis of the Project Site shall be performed to determine which areas of the Project Site need a prescribed burning regime implemented to maintain natural fire-dependent vegetative communities. The development of a prescribed burn plan shall be coordinate with Division of Forestry and Game and Fresh Water Fish Commission.

13. Management of the Project Site shall be coordinated with the land managers of other conservation and preservation lands in the project area.

14. Pedestrian and bicycle access to the Project Site shall be promoted as an alternative to automobile transportation by providing pedestrian walkways and/or bicycle parking stands.

15. The Project Site shall be incorporated into the City's overall management program for the protection and enhancement of natural and recreational resources within the greenway corridor that extends from the St. Lucie River to the Savannahs State Preserve.

16. The requirements imposed by other grant program funds that may be sought by the FCT Recipient for activities associated with the Project Site shall not conflict with the terms and conditions of the FCT award.

THIS GRANT AWARD AGREEMENT embodies the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Witness:

Mary F. Whisenant
Witness Name:

N. Pat Perron
Witness Name:

CITY OF STUART

BY: [signature]
Its: Mayor, Karl J. Krueger

Date: 6/12/00

Attest: [signature] 6/15/00
City Clerk, Dianne O'Donnell

Accepted as to Legal Form and Sufficiency:

Carl V.M. Coffin
Date: 6/15/00
Carl V.M. Coffin, City Attorney

GAA\98-045-P8A
5-15-00

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STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2000, by _____, as _____. He\She is personally known to me.

_____
Notary Public
Print Name:_____
Commission No._____
My Commission Expires:_____

FLORIDA COMMUNITIES TRUST

L. Christine McCay
Witness Name: L. Christine McCay

_____
Ralph Cantral,
Acting Executive Director

Teresa Divers
Witness Name: Teresa Divers

Date: 6/28/00

Accepted as to Legal Form and Sufficiency:

_____
Ann J. Wild, Trust Counsel

Date: 6/22/00

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STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 28 day of June, 2000, by Ralph Cantral, as Acting Executive Director of the Florida Communities Trust. He is personally known to me.

DARRAH L. BAGLEY
COMMISSION # CC 716067
EXPIRES FEB 12, 2002
BONDED THRU
ATLANTIC BONDING CO., INC

Darrah L Bagley
Notary Public
Print Name: Darrah L. Bagley
Commission No. CC716067
My Commission Expires: 02.12.2002

GAA\98-045-P8A
5-15-00

EXHIBIT "A"

A TRACT OF LAND LYING IN SECTION 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 29, COMMENCE NORTH 89 DEGREES, 38 MINUTES, 22 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 249.64 FEET; THENCE NORTH 18 DEGREES, 41 MINUTES, 32 SECONDS WEST, A DISTANCE OF 257.58 FEET; THENCE NORTH 00 DEGREES, 32 MINUTES, 08 SECONDS EAST, A DISTANCE OF 105.91 FEET; THENCE SOUTH 71 DEGREES, 18 MINUTES, 28 SECONDS WEST, A DISTANCE OF 201.63 FEET TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO.1 (STATE ROAD NO. 5) AS SHOWN ON THE PLAT OF "PALM LAKE PARK" AS RECORDED IN PLAT BOOK 3, PAGE 41, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 18 DEGREES, 41 MINUTES, 32 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 451.16 FEET; THENCE SOUTH 89 DEGREES, 38 MINUTES, 22 SECONDS EAST, PARALLEL WITH AND 710 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 273.05 FEET; THENCE NORTH 00 DEGREES, 30 MINUTES, 17 SECONDS EAST, PARALLEL TO AND 400 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 205.45 FEET TO THE SOUTH RIGHT OF WAY LINE OF BAKER ROAD, A 60 FOOT RIGHT OF WAY AS NOW LAID OUT AND IN USE; THENCE SOUTH 89 DEGREES, 11 MINUTES, 13 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF BAKER ROAD, A DISTANCE OF 825.00 FEET; THENCE SOUTH 00 DEGREES, 30 MINUTES, 17 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89 DEGREES, 32 MINUTES, 08 SECONDS WEST, A DISTANCE OF 814.32 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE NORTH 88 DEGREES, 53 MINUTES, 13 SECONDS WEST, ALONG SAID SOUTH LINE A DISTANCE OF 424.58 FEET TO THE POINT OF BEGINNING.

A tract of Land lying in Section 29, Township 37 South, Range 41 East, Martin County, Florida, being more particularly described as follows: The East 240.97 feet (as measured at right angles to) The East line of the following described parcel: Beginning at the South One-Quarter corner of said Section 29, commence North 89°38'22" West, along the South line of the Southwest quarter of said Section 29, a distance of 249.64 feet; Thence North 18°41'32" West, a distance of 257.58 feet; Thence North 00°32'08" East, a distance of 105.91 feet; Thence South 71°18'28" West, a distance of 201.63 feet to the Easterly right of way line of U.S. Highway No 1 (State Road No 5) As shown on the Plat of "Palm Lake Park" as recorded in Plat Book 3, Page 41 of the Public Records of Martin County, Florida; Thence North 18°41'32" West along said Easterly Right of Way line a distance of 451.16 feet; Thence South 89°38'22" East parallel with and 710 feet North of, as measured at right angles to, the South line of the Southwest quarter of said Section 29, a distance of 273.05 feet; Thence North 00°30'17" East parallel to and 400 feet West of, as measured at right angles to, the East line of the Southwest quarter of said section 29, a distance of 205.45 feet to the South right of way line of Baker Road, a 60 foot right of way as now laid out and in use;

Thence South 89°11'13" East along the South Right of Way line of Baker Road, A distance of 25.00 feet; thence South 00°30'17" West, a distance of 100.00 feet; Thence South 89°11'13" East, a distance of 200.00 feet; Thence North 00°30'17" East a distance of 100.00 feet to the South Right of Way line of said Baker Road; Thence South 89°11'13" East along said South Right of Way line a distance of 175.00 feet to the East line of the Southwest quarter of said Section 29; Thence continue South 89°11'13" East along said South Right of Way line a distance of 250.00 feet; Thence South 00°30'17" West parallel to and 250.00 feet East of, as measured at right angles to, the West line of the Southeast quarter of said Section 29 A distance of 100.00 feet; Thence South 89°11'13" East, a distance of 175.00 feet; Thence North 00°30'17" East a distance of 100.00 feet to the South Right of Way line of said Baker Road; Thence South 89°11'13" East, along said South Right of Way line a distance of 241.03 feet; Thence South 00°32'00" West, a distance of 915.77 feet to the South line of the Southeast quarter of said Section 29; Thence NOrth 88°53'13" West along aforesaid South line a distance of 663.57 feet to the Point of Beginning.

CITY OF STUART

OFFICE OF THE CITY ATTORNEY

MEMORANDUM

TO: KEV FREEMAN, DEVELOPMENT DIRECTOR

SUBJECT: ANNEXATION OF FOUR PARCELS ON BAKER ROAD ADJACENT TO HANEY CREEK WATERSHED

CC: DAVID DYESS, CITY MANAGER

DATE: October 1, 2020

I have reviewed the agenda item prepared by the Development Director pertaining to the City's annexation of 42.46 acres of conservation land located on or near Baker Road and Green River ParkwayS.E. Federal Highway bearing parcel control nos.: 29-37-41-000-000-00111-1 (6.12 acres); 9-37-41-000-000-00260-0 (13.0 acres); 29-37-41-000-000-00010-3 (16.9 acres); and 29-37-41-000-000-00501-9 (6.44 acres) as depicted in the location maps attached as Exhibit A1-A4 to the Ordinance.

The City is the owner of the property at issue. As a result, the City is seeking a voluntary annexation to place City owned conservation land into the City boundaries. Voluntary annexations are governed by the standards of Section 171.044 Florida Statutes. The basic requirement is stated as follows:

> "(1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality."

Because these parcels are being submitted as one annexation the review will be based upon all parcels being annexed contemporaneously.

The state statute contains four (4) general requirements. First, a petition for voluntary annexation

must be unanimously signed by all property owners in the area to be annexed. Second, the property proposed to be annexed must be contiguous and reasonably compact. Third, the proposed annexation cannot produce an enclave. Finally, county charters which provide for an exclusive method of municipal annexation override the Florida Statute. Martin County is not a Charter county and therefore, the fourth criteria does not apply to an annexation in the City of Stuart, Florida.

1. **Signed by all property owners in the geographic area being annexed.** Because the City is the sole owner of all properties, the first requirement has been met.

2. **Contiguous to the Municipality:** Pursuant to Section 171.044(1), F.S., "the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality." Property is deemed to be "Contiguous" under Section 171.031 (11), F.S., where a substantial part of a boundary of the territory sought to be annexed by a municipality is coterminous (sharing a common boundary) with a part of the boundary of the municipality. "Contiguous" has also been defined as "touching or adjoining in a reasonably substantial … sense." See City of Sanford v. Seminole County, 538 So. 2d 113 (Fla. 5th DCA 1989); May v. Lee County, 483 So. 2d 481 (Fla. 2d DCA 1986). The Sanford Court found that Section 171.031(11) F.S. only requires "that a substantial part of a boundary" touch municipal property as opposed to the entire perimeter of the property.

   Section 171.031(11) provides that:

   > Separation of the territory sought to be annexed from the annexing municipality by a publicly owned right-of-way for a highway, road, railroad, canal or utility or a body of water, watercourse of other minor geographical division of a similar nature, running parallel with and between the territory sought to be annexed and the annexing municipality, shall not prevent annexation under this act, provided the presence of such division does not, as a practical matter, present the territory sought to be annexed and the annexing municipality from becoming a unified whole with respect to municipal services or prevent inhabitants from fully associating and trading with each other socially and economically.

In the current application, a review of the location map indicates that a substantial part of the boundary is coterminous with the City of Stuart. The entire frontage of the property of all four properties abuts and is bordered by the City of Stuart. Therefore, the property meets condition two and deemed is contiguous to the City of Stuart.

3. Reasonably Compact

"Compactness is defined under subsection (12) of 171.031, F.S., to mean a concentration of a piece of property in a single area. The requirement for compactness precludes any action which would create enclaves, pockets, or ginger areas in serpentine patterns. The purpose of the compact and contiguous requirement is to assure creation of geographically unified and compact municipalities, City of Sunrise v. Broward County, 473 So. 2d 1387 (Fla. 4th DCA 1985).

A review of the map and the application determines that this property is reasonably compact and meets Florida Statute 171.031(12). Given the configuration of the City, as well as the property requesting annexation, the annexation will not *create* pockets of unincorporated areas or serpentine finger areas.

No Enclaves

Subsection 5 of 171.044, F.S. Provides that "[l] and shall not be annexed through voluntary annexation when such annexation *results in the creation of enclaves*". The term "enclave" is defined under Section 171.031(13), F.S., as "any unincorporated improved or developed area that is bounded on all sides by a single municipality or any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality."

A review of the map, appears to indicate that property that remains dedicated to the Haney Creek Water Shed will be in an enclave. In addition, there is property on the South Side of Baker Road which will also become an enclave.

Conclusion

Based upon the foregoing facts and analysis it is my opinion that the voluntary annexation of this parcel into the municipal boundaries of the City of Stuart complies with three of the four conditions set forth in Florida Statute §171.044. If the County challenges this annexation application, it is unlikely that the City will meet the burden of proof to comply with the state statute.

This opinion is prepared solely at the request of and for the use of, the City of Stuart, and no other person or entity may rely on it for any purpose without the express written permission of the City of Stuart.