City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION
SEPTEMBER 9, 2024
AT 4:00 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Campbell Rich
Commissioner Eula R. Clarke
Commissioner Christopher Collins
Commissioner Laura Giobbi
Commissioner Sean Reed

ADMINISTRATIVE

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

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

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

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

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - ISABELLA HODGES, 'STARS OVER STUART' STUDENT SINGING "DANNY BOY"

PROCLAMATIONS

2. HUNGER ACTION MONTH - SEPTEMBER

3. TREASURE COAST DAY OF PRAYER - SEPTEMBER 26, 2024

PRESENTATIONS

4. SERVICE AWARDS - SEPTEMBER 2024

5. LOSOM UPDATE

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

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

CONSENT CALENDAR

6. APPROVAL OF 8/26/2024 SCM - BUDGET WORKSHOP #2 AND 08/26/2024 CCM MINUTES (RC)

7. COLLABORATION WITH FEMA UNDER BRIC PROGRAM (RC):

RESOLUTION No. 83-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART TO ENTER A NON-FINANCIAL DIRECT TECHNICAL ASSISTANCE AGREEMENT TO COLLABORATE WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) UNDER THE BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC) PROGRAM; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

8. APPENDIX A UPDATE (RC):

RESOLUTION No. 85-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING TYPES, FEES, RATES AND CHARGES AS APPENDIX “A” TO THE CITY CODE OF ORDINANCES, AS PROVIDED AND PERMITTED IN VARIOUS CHAPTERS OF THE CITY’S CODE OF ORDINANCES; PROVIDING FOR CONFLICTS, PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

9. OPPOSITION TO DEP DEVELOPMENT PROPOSAL AT JONATHAN DICKINSON STATE PARK (RC):

RESOLUTION No. 93-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA OPPOSING ANY PROPOSAL BROUGHT FORWARD BY

THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO CONVERT HUNDREDS OF ACRES OF CONSERVED LAND WITHIN JONATHAN DICKINSON STATE PARK INTO THREE PUBLIC GOLF COURSES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

10. RESCIND INTERLOCAL AGREEMENT WITH MARTIN COUNTY FOR TRAIN STATION (RC):

RESOLUTION No. 90-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RESCINDING THE INTERLOCAL AGREEMENT WITH MARTIN COUNTY, DATED DECEMBER 12, 2023, AUTHORIZING THE SUBMISSION OF A JOINT PROPOSAL TO BRIGHTLINE TRAINS LLC FOR THE DEVELOPMENT OF A TRAIN STATION IN DOWNTOWN STUART; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

11. RESCIND GROUND LEASE AGREEMENT WITH BRIGHTLINE TRAINS FLORIDA, LLC (RC):

RESOLUTION No. 92-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RESCINDING THE GROUND LEASE AGREEMENT WITH BRIGHTLINE TRAINS FLORIDA, LLC, DATED AUGUST 12, 2024, PROVIDING FOR THE LONG-TERM LEASE OF PROPERTY AND CONSTRUCTION OF A TRAIN STATION IN DOWNTOWN STUART ON FLAGLER AVENUE; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

12. RESCIND AMENDED INTERLOCAL AGREEMENT WITH MARTIN COUNTY FOR TRAIN STATION (RC):

RESOLUTION No. 91-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RESCINDING THE AMENDED INTERLOCAL AGREEMENT WITH MARTIN COUNTY RELATING TO THE DEVELOPMENT OF A TRAIN STATION IN DOWNTOWN STUART; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

13. DECLARATION OF ZONING IN PROGRESS (RC):

RESOLUTION No. 95-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, DECLARING “ZONING IN PROGRESS” UNDER SECTION 1.04.04, STUART LAND DEVELOPMENT CODE, FOR NEW DEVELOPMENT EXCEPT FOR SINGLE-FAMILY DWELLINGS OR REQUESTS THAT DO NOT INCREASE THE DENSITY OR INTENSITY OF AN EXISTING USE OR STRUCTURE; DIRECTING CITY STAFF TO REVIEW AND PROPOSE CERTAIN AMENDMENTS TO THE STUART LAND DEVELOPMENT CODE, THE COMPREHESIVE PLAN AND THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

14. **POSTPONED - THIS MATTER WILL BE RE-NOTICED FOR A FUTURE DATE.**
710 SE MARTIN LUTHER KING JR. BOULEVARD - REZONE TO BUSINESS AND

MIXED-USE (BMU) ZONING DISTRICT :

ORDINANCE No. 2532-2024; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP, TO REZONE A 2.4-ACRE PARCEL, LOCATED AT 710 SE MARTIN LUTHER KING JR. BOULEVARD, BEING MORE DESCRIBED IN EXHIBIT "A" ATTACHED, FROM COMMERCIAL PLANNED UNIT DEVELOPMENT TO BUSINESS AND MIXED-USE ZONING DESIGNATION; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

ORDINANCE FIRST READING

15. ABANDONMENT OF S.E. ARAPAHO AVENUE - CARLA WILLIAMSON AND TODD BRITT (RC)

ORDINANCE NO. 2534-2024: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 50-FOOT RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF ELDORADO HEIGHTS, AS RECORDED IN PLAT BOOK 1, PAGE 5, OF MARTIN COUNTY, FLORIDA PUBLIC RECORDS, AS DESCRIBED IN EXHIBIT “A” ATTACHED HERETO AND DEPICTED IN EXHIBIT “B” ATTACHED HERETO; AND REQUESTING THE $19,000 PRIVILEGE FEE FOR ABANDONING PUBLIC PROPERTY TO BE WAIVED IN ITS ENTIRETY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

DISCUSSION AND DELIBERATION

ADJOURNMENT

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

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

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

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

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

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 9/9/2024 **Prepared by:** Nina Mullin

Title of Item:
ARTS MOMENT - ISABELLA HODGES, 'STARS OVER STUART' STUDENT SINGING "DANNY BOY"

Summary Explanation/Background Information on Agenda Request:
N/A

Funding Source:
N/A

Recommended Action:
Enjoy!

ATTACHMENTS:

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 9/9/2024 **Prepared by:** Susej Meleqi

Title of Item:
HUNGER ACTION MONTH - SEPTEMBER

Summary Explanation/Background Information on Agenda Request:
September is Hunger Action Month on the Treasure Coast and 1 in 4 people, including children, face hunger and food insecurity. During this impactful month-long campaign, Treasure Coast Food Bank is committed to raising awareness and inspiring collective action to end hunger along the Treasure Coast. Throughout the month, Treasure Coast Food Bank is inspiring action through several events.

Funding Source:
N/A

Recommended Action:
Issue Proclamation.

ATTACHMENTS:
1. Hunger Action Month - Sept

PROCLAMATION

HUNGER ACTION MONTH
SEPTEMBER 2024

WHEREAS, hunger and poverty remain issues of grave concern in the United States, the State of Florida, and on the Treasure Coast, with 250,000 children, adults, seniors, and veterans experiencing food insecurity on a weekly basis; and

WHEREAS, the City of Stuart is committed to taking steps to raise awareness about the need to end hunger in every part of our City and to provide additional resources that the citizens of Stuart need; and

WHEREAS, the City of Stuart is committed to working with the Treasure Coast Food Bank in mobilizing people about the role and importance of food banks and other hunger relief organizations in addressing hunger and bringing attention to the need to devote more resources and attention to hunger issues; and

WHEREAS, food banks and hunger relief organizations across the country, including the Treasure Coast Food Bank, coordinated Hunger Action Day® on September 10, 2024 and will continue to host numerous events throughout the month of September to shed light on this important issue and encourage involvement in efforts to end hunger in their local community.

NOW THEREFORE, I, CAMPBELL RICH, Mayor of the City of Stuart, do hereby proclaim the month of September, 2024 as:

HUNGER ACTION MONTH

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 September, 2024.

_____

CAMPBELL RICH
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 9/9/2024 **Prepared by:** Susej Meleqi

Title of Item:
TREASURE COAST DAY OF PRAYER - SEPTEMBER 26, 2024

Summary Explanation/Background Information on Agenda Request:
A National Day of Prayer has been part of our national heritage since it was declared by the First Continental Congress in 1775, and the U.S. Congress in 1952 approved as a Joint Resolution, "That the President shall set aside and proclaim a suitable day each year, other than a Sunday, as a National Day of Prayer, on which the people of the United States may turn to God in prayer and meditation at churches and other houses of worship, in groups and as individuals."

Funding Source:
N/A

Recommended Action:
Issue Proclamation.

ATTACHMENTS:
1. Treasure Coast Day of Prayer - Sept

PROCLAMATION

TREASURE COAST DAY OF PRAYER
SEPTEMBER 26, 2024

WHEREAS, a National Day of Prayer has been part of our national heritage since it was declared by the First Continental Congress in 1775, and the U.S. Congress in 1952 approved as a Joint Resolution, "That the President shall set aside and proclaim a suitable day each year, other than a Sunday, as a National Day of Prayer, on which the people of the United States may turn to God in prayer and meditation at churches and other houses of worship, in groups and as individuals;" and

WHEREAS, the Treasure Coast Christian Alliance is an organization of people from every walk of life, from different denominations and cultures, joining together in prayer for various gatherings and dinners; and

WHEREAS, the Treasure Coast Christian Alliance seeks to unite business, civic and ministry leaders together in one accord to serve the people of the Treasure Coast; and

WHEREAS, the Treasure Coast Christian Alliance established the Treasure Coast Christian Alliance Day of Prayer to be held on the 4th Thursday in September every year; leaders and residents of the Treasure Coast are invited to join in prayer, if they so choose, seeking divine guidance, strength, protection, and comfort from God.

NOW THEREFORE, I, CAMPBELL RICH, Mayor of the City of Stuart, do hereby proclaim September 26, 2024 as the

TREASURE COAST OF PRAYER

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 September, 2024.

_____
CAMPBELL RICH
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 9/9/2024 **Prepared by:** Kathy Martin

Title of Item:
SERVICE AWARDS - SEPTEMBER 2024

Summary Explanation/Background Information on Agenda Request:
Daniel Duran Police Dept. 15 years
Steven Vonya Fire Dept. 5 years

Funding Source:
General Fund

Recommended Action:
Present Awards

ATTACHMENTS:

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 9/9/2024 **Prepared by:** Mary Kindel

Title of Item:
LOSOM UPDATE

Summary Explanation/Background Information on Agenda Request:
Ben Hogarth to provide LOSOM Update.

Funding Source:
N/A

Recommended Action:
N/A

ATTACHMENTS:

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 9/9/2024 **Prepared by:** Mary Kindel

Title of Item:
APPROVAL OF 8/26/2024 SCM - BUDGET WORKSHOP #2 AND 08/26/2024 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:
N/A

Funding Source:
N/A

Recommended Action:
Approve Minutes.

ATTACHMENTS:
1. 08/26/2024 SCM Minutes Budget Workshop #2
2. 08/26/2024 CCM Minutes

MINUTES
SPECIAL COMMISSION MEETING – BUDGET WORKSHOP #2
OF THE STUART CITY COMMISSION
AUGUST 26, 2024
AT 3:00 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Vice Mayor Campbell Rich
Commissioner Eula R. Clarke
Commissioner Christopher Collins
Commissioner Laura Giobbi
Commissioner Sean Reed

ADMINISTRATIVE

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

ROLL CALL

3:00 PM

PRESENT: Mayor Rich, Commissioner Clarke, Commissioner Collins, Commissioner Giobbi, Commissioner Reed

PLEDGE OF ALLEGIANCE

1. OATH OF OFFICE - LAURA GIOBBI, GROUP II AND SEAN REED, GROUP IV

City Attorney Baggett gave the Oath of Office to new Commissioners, Laura Giobbi, Group II and Sean Reed, Group IV.

PRESENTATIONS

2. PRESENTATION OF FY2025 BUDGET

City Manager Mortell provided a brief introduction of the presentation and the Finance Director, Louis "Joly" Boglioli.

Joly Boglioli presented the Fiscal Year 2025 Recommended Operating Budget.

Commissioner Reed stated his concern about $800,000 for Brightline. City Manager Mortell informed the Commissioners that it is not necessarily in the budget to be spent, but

as a holding for the design project. In the event the money is not spent on Brightline, it may be held in reserve or carried over to next year. Mr. Boglioli further added that some grants require the entity to have the funds on paper.

Commissioner Giobbi requested information on professional services. City Manager Mortell provided details on the professional services referred to in the budget.

Commissioner Clarke asked if we are still to remain at 5 millage rate. Mr. Boglioli confirmed.

Commissioner Collins asked for clarification on the sections, their numbers and what they mean, as well as information on fleet vehicles. Mr. Boglioli explained that the state issues the budget accounts and numbers and what they apply to, specifically 58581 and 582. Commented on the new FTE's (full-time employees) for the Fire Department and police fleet vehicles. Asked if there has been a conversation regarding an Environmental Attorney and requested to reserve $200,000 or $300,000 for the position and a paralegal.

Mayor Rich commented that he prefers to set up a Discussion and Deliberation on the subject. Feels this is disrespectful to Attorney Baggett, and further stated that the City's attorney understands the fight for clean water. He commented that he is not interested in pursuing an Environmental Attorney and does not see the need but is open to it if a need ever arises.

Commissioner Giobbi commented that this has nothing to do with the current City Attorney, but he has a full-time job with city business, and feels that perhaps hiring an Environmental Attorney should be brought up for discussion.

City Manager Mortell agreed to bring something back for discussion.

Commissioner Giobbi asked about the City's recourse if the County went along with the new agreement. City Manager Mortell stated he would defer to the City Attorney and bring it back to a Commission Meeting for discussion.

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

3:59 PM MOTION: Approve.
MOVED BY: Christopher Collins
SECONDED BY: Eula Clarke
Motion approved unanimously.

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

1. Valerie Jones - Vero Beach; Question about Sunset Bay Marina.

ADJOURNMENT

4:00 PM

Mary R. Kindel, City Clerk **Campbell Rich, Mayor**

Minutes to be approved at the Regular Commission Meeting this 9th day of September, 2024.

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
AUGUST 26, 2024
AT 5:30 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Vice Mayor Campbell Rich
Commissioner Eula R. Clarke
Commissioner Christopher Collins
Commissioner Laura Giobbi
Commissioner Sean Reed

ADMINISTRATIVE

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

ROLL CALL

5:36 PM

PRESENT: Mayor Rich, Commissioner Clarke, Commissioner Collins, Commissioner Giobbi, and Commissioner Reed

INVOCATION

Pastor James Tharp of Stuart Alliance Church, gave the Invocation.

PLEDGE OF ALLEGIANCE

1. OATH OF OFFICE - LAURA GIOBBI, GROUP II AND SEAN REED, GROUP IV

The Oath of Office ceremony for newly elected Commissioners Laura Giobbi and Sean Reed took place as they were sworn in by City Attorney, Lee Baggett.

- Commissioner, Laura Giobbi, Group II
- Commissioner, Sean Reed, Group IV

COMMENTS BY CITY COMMISSIONERS

Commissioner Giobbi

- Thanked the voters of Stuart for their support and looks forward to moving on to

business.

Commissioner Reed

- Commented that he is honored and excited to serve, thanked constituents, family, friends, and families of Reed Childcare for their encouragement; expressed gratitude to fellow candidates and looks forward to serving.

Mayor Rich announced and introduced Martin County Commissioner-Elect, Eileen Vargas, who was in the audience.

Commissioner Clarke

- Acknowledged former Mayor and Commissioner, Becky Bruner and thanked her for her service to the City.
- Welcomed the new commissioners and encouraged community involvement.

Commissioner Collins

- Congratulated the two new commissioners and commented on their door-knocking efforts; thankful for both new Commissioners and their insight.
- Commented that the voters have spoken clearly, noting issues such as slow growth, preserving green space, small town charm, and protecting the estuary.
- Requested a new Zoning In Progress (ZIP) be put in effect to tackle issues of density, half units, and revisit the Duany Plan era, felt it is not relevant any longer.

City Manager Mortell clarified the code, stating an item would come back before the Commission and requested direction on residential and commercial areas. Commissioner Collins confirmed that he is looking for everything but single-family homes to be placed under a ZIP.

PUBLIC COMMENT:

1. Helen McBride - Stuart; Commented in favor of the motion, keep Stuart a hometown.
2. Cynthia Lucas - Sewalls Point; Commented she is familiar with Andre Duany and is not in favor, in favor of Commissioner Collins motion.

Mayor Rich commented about the last time a Zoning in Progress was in effect and that there have not been many applications since then.

4:26 PM MOTION: Motion for Zoning in Progress; to address three issues; the double-dipping of commercial zoning which relates to the calculations of commercial zoning and density calculations where you have a full density on the property and allow a commercial building, the half units as well as revisiting the Duany Plan era related to mixed use and now also commercial; therefore it will be related to receiving plans for any projects other than single family City wide.
MOVED BY: Christopher Collins

SECONDED BY: Sean Reed
Motion approved unanimously.

Commissioner Collins continued:

- Commented on his request for the postponement of the Brightline vote during the last meeting; stated Brighline is a terrible deal for taxpayers, addressed the funding. He feels the private company would get a free land lease and have the City fund its station. Made a motion after quoting the Comp Plan about transportation.

Commissioner Reed commented on the motion per Roberts Rules and three options available; a motion to reconsider only by one who approved the item at the last meeting, a motion to rescind to be done at any time, or a motion to amend.

Commission discussion continued.

PUBLIC COMMENT:

1. Robin Cartwright - Stuart; Commented on the parking and land agreements for Brightline; opposed to Brightline. (City Manager Mortell commented on site design.)
2. Gayle Goldie - Stuart; Addressed grants and costs associated with grants.
3. Deanna Peterson - Stuart; Commented on the community not being misinformed; opposed to Brightline.

4:37 PM MOTION: Motion to have staff bring back on September 9th, to rescind the previous two agreements entered into; Resolution 41-2024, Resolution to Authorize the Mayor to sign an amended Interlocal Agreement with Martin County, and rescinding the previous Interlocal Agreement, and rescinding Resolution 52-2024, Resolution authorizing the City to enter a long term lease and development agreement with Brightline, LLC.
MOVED BY: Christopher Collins
SECONDED BY: Laura Giobbi
Motion approved unanimously.

COMMENTS BY CITY MANAGER

- Informed residents there is not a meeting regarding JD Park at Flagler Center.
- Stated that Stuart Heritage Museum is on the ballot and got the most favorable election results in the history of the City. Will bring back a draft lease in late September or early October.
- During the Community Redevelopment Agency (CRA) Meeting there were concerns about CDBG and explained the reason the item was on the agenda was because it needed to be brought before the board.

APPROVAL OF AGENDA

5:54 PM MOTION: Approve, pulling Items #3 and #4 from the Consent Calendar.
MOVED BY: Christopher Collins
SECONDED BY: Laura Giobbi
Motion approved unanimously.

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

1. Olga Hamilton - Stuart; Commented on the CDBG program and problems with contractors.
2. Frank McChrystal - Stuart; Commented that the Commission works for the people.
3. Valerie Jones - Vero Beach; Requested the City pass a Resolution to protect Jonathon Dickinson State Park from development.
4. Debra Harsh - Jensen Beach; Commented on Hamilton's church.
5. Charles Jones - Port St. Lucie; Commented on Project LIFT.
6. Robin Cartwright - Stuart; Congratulated new commissioners, reviewed what was learned by this election.
7. Caryn Yost-Rudge - Stuart; Thanked past commissioners for their service, commented on not being selective in public comment.
8. Robert Hamilton - Stuart; Commented on his communications with the Commission and staff.
9. Gail Goldy - Stuart; Commented on the property at the church; is there a list of contractors supplied by the City; there should be a better vetting process.

- City Manager clarified that in the CDBG grant, the City is not involved in the contractor selection process.

10. Bob Ernst - Stuart; Commented on small town Stuart.

CONSENT CALENDAR

2. APPROVAL OF 08/12/2024 CCM MINUTES (RC)

***** PULLED ITEM #3 FROM CONSENT CALENDAR *****

3. FIRST AMENDMENT TO INTERLOCAL AGREEMENT WITH MARTIN COUNTY FOR MAINTENANCE OF TRAFFIC SIGNAL CABINETS (RC):

RESOLUTION No. 86-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART AND MARTIN COUNTY TO PROVIDE MAINTENANCE OF TRAFFIC SIGNAL CABINETS WITH DECORATIVE ART WRAP; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

***** PULLED ITEM #4 FROM CONSENT CALENDAR*****

4. INTERLOCAL AGREEMENT FOR INDIAN STREET ENTRANCE MONUMENT SIGN (RC):

RESOLUTION No. 84-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART AND MARTIN COUNTY TO MAINTAIN THE EXISTING ENTRANCE MONUMENT SIGN ON INDIAN STREET; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

5. 2024 ELECTION RESULTS (RC):

RESOLUTION No. 71-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA CONFIRMING THE RESULTS OF THE 2024 REGULAR PRIMARY MUNICIPAL ELECTION FOR THE CITY COMMISSION GROUP II AND GROUP IV; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

6:58 PM MOTION: Approve Consent Calendar, pulling Items #3 and #4.
MOVED BY: Eula Clarke
SECONDED BY: Christopher Collins
Motion approved unanimously.

***** ITEM #3 PULLED FROM THE CONSENT CALENDAR *****

3. FIRST AMENDMENT TO INTERLOCAL AGREEMENT WITH MARTIN COUNTY FOR MAINTENANCE OF TRAFFIC SIGNAL CABINETS (RC):

RESOLUTION No. 86-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART AND MARTIN COUNTY TO PROVIDE MAINTENANCE OF TRAFFIC SIGNAL CABINETS WITH DECORATIVE ART WRAP; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Manager Mortell communicated the discussion from the CRA Meeting today at 4 p.m.

7:00 PM MOTION: Approve
MOVED BY: Christopher Collins
SECONDED BY: Eula Clarke
Motion approved unanimously.

***** ITEM #4 PULLED FROM THE CONSENT CALENDAR *****

4. INTERLOCAL AGREEMENT FOR INDIAN STREET ENTRANCE MONUMENT SIGN (RC):

RESOLUTION No. 84-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART AND MARTIN COUNTY TO MAINTAIN THE EXISTING ENTRANCE MONUMENT SIGN ON INDIAN STREET; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

City Manager Mortell briefly provided an explanation of the Resolution.

PUBLIC COMMENT:

1. Valerie Jones - Vero Beach; Commented that the sign is on County land and the City failed to acknowledge the Costco development.

7:02 PM MOTION: Approve.
MOVED BY: Eula Clarke
SECONDED BY: Christopher Collins
Motion approved unanimously.

COMMISSION ACTION

ORDINANCE SECOND READING

ORDINANCE FIRST READING

6. 710 SE MARTIN LUTHER KING JR. BOULEVARD - REZONE TO BUSINESS AND MIXED-USE (BMU) ZONING DISTRICT (RC):

ORDINANCE No. 2532-2024; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP, TO REZONE A 2.4-ACRE PARCEL, LOCATED AT 710 SE MARTIN LUTHER KING JR. BOULEVARD, BEING MORE DESCRIBED IN EXHIBIT "A" ATTACHED, FROM COMMERCIAL PLANNED UNIT DEVELOPMENT TO BUSINESS AND MIXED-USE ZONING DESIGNATION; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

City Attorney, Lee Baggett, briefly explained that this is a First Reading and the Commission is not expected to vote during today's hearing.

Jodi Kugler, Development Director, and Pinal Gandhi-Savdas, CRA Director, presented the project timeline and property information. This Ordinance will return before the Commission for approval on September 9th.

Ms. Kugler presented on the rezoning.

Ms. Jessica Seymore, Treasure Coast Planning Council, came forward and clarified that BMU were existing categories.

Commissioner discussion reviewed questions and answers with staff.

Kristina Belt, Kimley-Horn Engineering, presented the preliminary site plan.

PUBLIC COMMENT:

1. Jimmy Smith - Stuart; Commented on land in East Stuart, Project LIFT gives students a chance to learn and be productive.
2. Frank McChrystal - Stuart; Commented on the East Stuart people do not have a voice, deserve to be heard.
3. Charles Jones - Stuart; Commented on ideas for the East Stuart community, not a lot of trust from residents.
4. Mike Slattery - Stuart, Project LIFT employee; commented that it changes lives.
5. Blair Wickstrom - Stuart, Project LIFT employee; supports the program.
6. Helen McBride - Stuart; Asked about the the land.

7. James Christie - Port St. Lucie; Commented on the Project LIFT, wanted economic justice and true input.
8. Ann Christie - Port St. Lucie; Feels a lot can be done with the property.
9. Rudolf Jamison - Stuart; Need to keep our people in East Stuart, feel we are taking it from the families.
10. Vic Miller - Port St. Lucie, past East Stuart resident; agrees with pervious comments, but in favor of Project LIFT.
11. Bob Znelko - Jensen Beach, Project LIFT Representative/Applicant; Commented that Project LIFT is not the same as Boys & Girls Club, explained the program and age groups.
12. Jimmy Wilson - Stuart; East Stuart resident and youth volunteer, works with 9-year-olds, supports the program.
13. Jackie Gore - Stuart; Interested in more information; supports Project LIFT.

8:36 PM MOTION: Approve.
MOVED BY: Eula Clarke
SECONDED BY: None
Died for lack of second.

DISCUSSION AND DELIBERATION

ADJOURNMENT

8:37 PM

Mary R. Kindel, City Clerk **Campbell Rich, Mayor**

Minutes to be approved at the Regular Commission Meeting this 9th day of September, 2024.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 9/9/2024 **Prepared by:** Jacqui May

Title of Item:
COLLABORATION WITH FEMA UNDER BRIC PROGRAM (RC):

RESOLUTION No. 83-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART TO ENTER A NON-FINANCIAL DIRECT TECHNICAL ASSISTANCE AGREEMENT TO COLLABORATE WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) UNDER THE BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC) PROGRAM; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
The Federal Emergency Protection Agency (FEMA) established the Building Resilient Infrastructure and Communities (BRIC) Direct Technical Assistance (DTA) initiative to provide wide-ranging non-financial support and technical assistance to underserved communities to undertake hazard mitigation solutions, including but not limited to risk assessments, community engagement, partnership building, and mitigation and adaptation planning.

FEMA provides non-financial support to recipients for the purposes provided for herein, which will benefit the City of Stuart by providing tailored technical support so that the City of Stuart can design and implement holistic, equitable, adaption and risk reduction solutions that advance local objectives and close capability gaps. The City of Stuart's Public Works and Utilities and Engineering Departments' strategies relating to community safety and resiliency align with the purpose of this technical assistance program. The City will not incur any cost for participation in this free Direct Technical Assistance program. The City continues to implement strategies to reduce risk and strengthen resilience throughout the community through projects as needed.

Funding Source:
N/A

Recommended Action:
Authorize Resolution 83-2024

ATTACHMENTS:
1. R83-2024 Authorization to Execute Agreement for FEMA BRIC DTA Program
2. R83-2024_Att.1_FY23 BRIC DTA MOU City of Stuart FL

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 83-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART TO ENTER A NON-FINANCIAL DIRECT TECHNICAL ASSISTANCE AGREEMENT TO COLLABORATE WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) UNDER THE BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC) PROGRAM; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, The Federal Emergency Protection Agency (FEMA) established the Building Resilient Infrastructure and Communities (BRIC) Direct Technical Assistance (DTA) initiative to provide wide ranging non-financial support and technical assistance to underserved communities to undertake hazard mitigation solutions, including but not limited to risk assessments, community engagement, partnership building, and mitigation and adaptation planning; and

WHEREAS, FEMA provides non-financial support to recipients for the purposes of provided for herein which will benefit the City of Stuart by providing tailored technical support so that the City of Stuart can design and implement holistic, equitable, adaption and risk reduction solutions that advance local objectives and close capability gaps and apply for related grants; and

WHEREAS, The City of Stuart's Public Works and Utilities and Engineering Departments' strategies relating to community safety and resiliency align with the purpose of this technical assistance program; and

WHEREAS, The City will not incur any cost for participation in this free Direct Technical Assistance program which will support future projects and grant applications; and

WHEREAS, The City continues to implement strategies to reduce risk and strengthen resilience throughout the community through projects as needed.

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

SECTION 1: The City of Stuart's Public Works and Utilities & Engineering Departments are hereby authorized and directed to submit an executed agreement for the BRIC Direct Technical Assistance program.

SECTION 2: This resolution shall take effect on adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The

motion was seconded by Commissioner _____ and upon being put to a roll call vote,

the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
CAMPBELL RICH, MAYOR				
EULA R. CLARKE, COMMISSIONER				
CHRISTOPHER COLLINS, COMMISSIONER				
LAURA GIOBBI, COMMISSIONER				
SEAN REED, COMMISSIONER				

ADOPTED this ___ day of _____, 2024.

ATTEST:

_____
MARY R. KINDEL, MMC
CITY CLERK

_____
CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

MEMORANDUM OF UNDERSTANDING
BETWEEN THE FEDERAL
EMERGENCY MANAGEMENT AGENCY
AND
City of Stuart, FL

I. **Parties:**

The parties to this Agreement are the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) and City of Stuart, FL.

II. **Purpose:**

The purpose of this Agreement is to provide a framework for the collaboration of FEMA and City of Stuart, FL to carry out their respective roles and responsibilities with respect to Non-financial Direct Technical Assistance (DTA) under FEMA's Building Resilient Infrastructure and Communities (BRIC) program. This Agreement sets forth the terms by which FEMA will provide BRIC DTA to City of Stuart, FL. This agreement is not intended to be legally binding.

This Agreement is not an award of, or approval for, FEMA funding. Any financial assistance from FEMA would only be available through a separate application and award process, such as the process detailed in the current BRIC Fiscal Year 2023 Notice of Funding Opportunity (NOFO), or through another FEMA Hazard Mitigation program. This Agreement in no way guarantees that there will be a separate agreement for financial assistance or reimbursement of any kind.

FEMA and City of Stuart, FL recognize the value of working with one another to strengthen the resilience of City of Stuart, FL by leveraging tailored technical support from FEMA, and other partners, so that City of Stuart, FL can design and implement holistic, equitable, climate adaptation and risk reduction solutions that advance local objectives and close capability gaps.

The technical assistance provided by FEMA in relation to this Agreement, and the outcomes related to such technical assistance, will vary based on the availability and resources of FEMA and City of Stuart, FL.

III. **Context**

Millions of people living across the United States, its territories, and in Tribal lands are affected by natural hazards each year. Underserved communities and its citizens are often disproportionately impacted by such hazards and sometimes have fewer resources to 'build back better' following disasters, or otherwise increase their resilience to future risks. With the escalation in the frequency and intensity of natural hazard events, the imperative to reduce risk and strengthen resilience has intensified, especially for people on the frontlines, who will experience the most adverse consequences of climate change.

In recognition of these needs, FEMA established the BRIC DTA initiative to provide wide-ranging non-financial support and technical assistance to underserved communities to undertake hazard mitigation solutions, including but not limited to climate risk assessments, community engagement, partnership building, and mitigation and climate adaptation planning. Support for BRIC DTA communities can be provided regardless of the timing or status of any grants the community may pursue or receive.

IV. **Authority:**

Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C. § 5133), Predisaster Hazard Mitigation, as amended.

V. **Definitions:**

As used in this Agreement:

"BRIC DTA Facilitator" means a Regional FEMA staff who coordinates directly with one or more communities as their FEMA BRIC DTA point of contact.

"Community Partners" can be organizations from within and outside the government that may facilitate capacity building, offer subject matter expertise, leverage resources, and/or enhance community engagement. Partners may include, but are not limited to, other government entities, nonprofits, non-governmental and community-based organizations, labor unions, advocacy groups, chambers of commerce and major employers or anchor institutions, and philanthropic organizations.

"BRIC DTA Contractors" are experts working under contractual agreements (i.e., contracts, interagency agreements, etc.) with FEMA to support delivery of technical services to a community as part of the BRIC DTA initiative.

"Community Engagement" is the process of working collaboratively with a diverse group of stakeholders to address issues affecting their well-being.

"BRIC DTA Action Plan" describes the technical assistance activities that the BRIC program will provide, as developed, and agreed upon by City of Stuart, FL, FEMA, and any other relevant partners, to address the needs and gaps identified.

VI. Responsibilities:

A. FEMA's Responsibilities

FEMA will:

1. Approach BRIC DTA as a collaborative effort, recognize the inherent expertise within City of Stuart, FL, and remain open to mutual learning and growth.
2. Recognize that the BRIC DTA initiative is community driven. FEMA acknowledges that there is no "one-size fits all" technical assistance model, and that the approach to planning and capacity building for local risk reduction and climate resilience must be customized, flexible, and adaptable.
3. Assign a BRIC DTA Facilitator to work alongside City of Stuart, FL to understand the community's vision for resilience and assess and define technical assistance needs.
4. Consult BRIC DTA Contractors in support of the community's vision for resilience and the development of specific strategies to address community technical assistance needs and build partnerships.
5. Support and advise City of Stuart, FL in the development of a BRIC DTA Action Plan that identifies specific strategies and actions to build capacity and advance potential projects and partnerships under the BRIC program.
6. Ensure that the BRIC DTA Action Plan, and the overall delivery of BRIC DTA, respects cultural norms and traditions and acknowledges past and current disparities.
7. Work together with City of Stuart, FL and other partners to access best available science and knowledge about risk and climate change and help integrate into design considerations.
8. Support City of Stuart, FL in advancing decision-making processes that include representatives from all affected groups.
9. Collaborate with City of Stuart, FL to help identify and leverage partnerships that are best suited to meet local climate resilience and hazard risk reduction needs at all governmental levels, and with other non-profit, foundation and private partners.
10. Foster outreach to and engagement with the City of Stuart, FL using tailored tools and approaches to establishing shared goals and projects that meet community-wide resilience priorities across stakeholder groups consistent with the BRIC program.
11. Support development of projects that leverage co-benefits and address multiple hazards to create additional value; assist with project identification and planning under the BRIC program.
12. Partner with City of Stuart, FL for up to 36-months (from the effective date of this Agreement) to identify needs, build partnerships and deliver wide-ranging technical assistance based on the BRIC DTA Action Plan.

B. **City of Stuart, FL's Responsibilities**

City of Stuart, FL will:

1. Invite FEMA to work collaboratively with City of Stuart, FL to maximize the achievement of their climate resilience and hazard mitigation goals.
2. Engage in the development of a Community Needs Assessment that will build an understanding of City of Stuart, FL's vision for resilience and identify gaps in capacity.
3. Formulate a BRIC DTA Action Plan, with FEMA's support, that identifies specific strategies to build capacity and advance community-wide mitigation or resilience projects under the BRIC program and expand partnerships.
4. Foster community engagement to involve diverse stakeholders into the planning process and ensure plans represent the interests of the full community.
5. Communicate progress towards the implementation of risk reduction and climate adaptation projects eligible under the BRIC program.
6. Identify and build partnerships across all governmental levels, and the private and nonprofit sectors, to advance goals and support City of Stuart, FL's long-term risk reduction and climate resilience endeavors.
7. Provide feedback to FEMA so that the Agency can improve current BRIC DTA delivery in real-time and better understand overall gaps and barriers to accessing mitigation grants, as well as adapt the initiative to better meet the needs of future participants.
8. Share best practices, successes, and challenges with peers and those interested in participating in the initiative.
9. Prioritize committing community time and resources to the BRIC DTA process, to the extent possible, to ensure successful collaboration.
10. Partner with FEMA for up to thirty-six months to identify needs, build partnerships and implement risk reduction and climate adaptation actions.

VII. Other Provisions

A. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of FEMA or City of Stuart, FL. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

B. Nothing in this Agreement is intended to restrict the authority of either party to act as provided by statute or regulation.

C. Any information shared under this Agreement will comply with the Privacy Act, and to the extent required and allowable, the Freedom of Information Act (FOIA), and any other applicable statute, regulation, or Executive Order.

D. This Agreement is between FEMA and City of Stuart, FL. It does not confer or create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or in equity, onto any third person or party (public or private) against the United States, its agencies, its officers or employees, or any person; or against City of Stuart,

FL its officers or employees, or any other person.

E. This Agreement creates neither a partnership nor a joint venture, and neither party has the authority to bind the other. This Agreement is not intended to be enforceable in any court of law or dispute resolution forum.
F. The parties will use or display each other's name, emblem, or trademarks only in the case of particular projects and only with the prior written consent of the other party. The Department of Homeland Security (DHS) seal is protected by 18 U.S.C. §§ 506, 701, and 1017, among other laws, and use of the seal is controlled by the DHS Office of Public Affairs through DHS Management Directive No. 123-06. Written permission is required to use the DHS Seal. Any party to this agreement that is not a Federal entity may only use an official DHS seal or logo upon written permission from DHS.
G. The parties to this Agreement agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this Agreement. The parties agree -- subject to any limitations imposed by law, rule, or regulation -- to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all claims or suits arising under this Agreement, each party's designated legal representatives will, within seven (7) calendar days of receipt, provide the other's designated legal representatives copies of any documents memorializing such claims. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the United States. The Federal Tort Claims, 28 U.S.C. §§ 1346(b) and 2671–80 Act provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by federal employees within the scope of their employment.
H. The parties to this Agreement shall carry out its responsibilities in an equitable and impartial manner free from discrimination in accordance with Section 308 of the Stafford Act as applicable.
I. This Agreement is not a fiscal or funds obligation document. Any services, equipment or personnel provided to FEMA to accomplish the goals anticipated under this agreement are done so without expectation of reimbursement or the payment of fees related to the provision of such services, equipment, or personnel, unless otherwise agreed. Any specific work or activity that involves the transfer of funds, services, or property among the parties will require execution of a separate agreement and will be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory or other legal authority. This Agreement does not provide such authority.
J. This Agreement, upon execution, contains the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter.

IV. Effective Date:
The terms of this Agreement will become effective upon the signature of both parties.

V. Modification:
This Agreement may be modified upon the mutual, written consent of the parties.

VI. Termination:
The terms of this Agreement, as modified with the consent of both parties, will remain in effect until the completion of the community BRIC DTA Action Plan, and not to exceed thirty-six months past the signing of this Agreement. Either party may terminate this Agreement upon 10 days' written notice to the other party.

Approved by:

_____
Name and position of the official signing for City of Stuart, FL

_____
Date

_____
Name and position of the official signing for FEMA Region

_____
Date

_____
Name and position of the official signing for FEMA Headquarters

_____
Date

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 9/9/2024 **Prepared by:** Mary Kindel

Title of Item:
APPENDIX A UPDATE (RC):

RESOLUTION No. 85-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING TYPES, FEES, RATES AND CHARGES AS APPENDIX “A” TO THE CITY CODE OF ORDINANCES, AS PROVIDED AND PERMITTED IN VARIOUS CHAPTERS OF THE CITY’S CODE OF ORDINANCES; PROVIDING FOR CONFLICTS, PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
Updated Appendix "A" Fees, Rates, and Charges Schedule.

Funding Source:
N/A

Recommended Action:
Approve Resolution No. 85-2024.

ATTACHMENTS:
1. R85-2024 Updated Appendix A Fees Rates and Charges
2. R85-2024 Appendix A Attachment

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 85-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING TYPES, FEES, RATES AND CHARGES AS APPENDIX "A" TO THE CITY CODE OF ORDINANCES, AS PROVIDED AND PERMITTED IN VARIOUS CHAPTERS OF THE CITY'S CODE OF ORDINANCES; PROVIDING FOR CONFLICTS, PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, pursuant to various provisions of the City Code, the City Commission has determined that certain rates, fees, and charges for municipal services be amended from time to time; and

WHEREAS, pursuant to increases in operating costs, various planned capital improvement projects, and transition into OpenGov, a new software program the City of Stuart has recently implemented the City found that various rates, fees, and charges required updating; and

WHEREAS, City ordinances recently passed and sections of the City of Stuart Code of Ordinances allow for and require periodic amendments pursuant to additions and/or fluctuations in rate/fee amounts.

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

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

SECTION 2: The application types, fees, rates, and charges in Appendix "A" are amended as set forth in Appendix "A" as revised and attached hereto.

SECTION 3: The City Commission retains jurisdiction over the rate schedule and any administrative costs, which may be later amended from time to time by Resolution.

SECTION 4: Any resolutions or parts thereof in conflict are hereby repealed to the extent of such conflict.

SECTION 5: Appendix "A" attached hereto shall be codified upon adoption.

SECTION 6: 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
CAMPBELL RICH, MAYOR				
EULA R. CLARKE, COMMISSIONER				
CHRISTOPHER COLLINS, COMMISSIONER				
LAURA GIOBBI, COMMISSIONER				
SEAN REED, COMMISSIONER				

ADOPTED this ___ day of _____, 2024.

ATTEST:

_____
MARY R. KINDEL, MMC
CITY CLERK

_____
CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

Appendix A - FEE, RATE AND CHARGE SCHEDULE (Updated 2/12/24)

Code Section	Subject	Fees, Rates, and Charges

Chapter 2. Administration

2-2	Lien Search per property		$100.00
2-217	Copies of city records:		
	For each one-sided legal or standard-length page		$0.15
	For each two-sided legal or standard page		$0.20
	Certification of a public record as a true and accurate copy of an original public record, each		$1.00
2-218	Service fee for dishonored checks:		
	(a)	Face value not exceeding $50.00	$25.00
	(b)	Face value more than $50.00 but not exceeding $300.00	$30.00
	(c)	Face value more than $300.00, greater of	$40.00 or five percent of the face amount of the check, draft, or order
2-220	Fees for Fire Rescue ~~fire-rescue~~ related services		
	The following fees for certain services provided by the city in relation to fire-rescue emergency services and special activities are hereby established and shall be charged and collected:		
	Foam or wetting agent use		$150.00 per five gallons
	EMS transport fees:		
	Basic life support (BLS)		$637.00
	Advanced life support (ALS 1)		$718.00
	Advanced life support (ALS 2)		$841.00
	Specialty care transport (SCT)		$977.00

	Waiting fee ($360.00 per hour after first 30 minutes of waiting to transport, or waiting to discharge patient to tertiary care)	$360.00
	Mileage—per loaded mile	$11.00
	Appropriate service level fees (above), plus mileage, will be charged for incidents requiring transport.	
	Incidents that require Advanced Life Support (ALS) assessment or treatment and do not result in transport are billed the appropriate service level fee, without mileage.	
	Actual hourly rates, and FEMA equipment scheduled rates shall be charged in connection with investigating, mitigating, minimizing, removing or abating the release of any hazardous substances, hazardous incident, and hazardous waste, including, but not limited to: •The cost of actual labor of city personnel or its agents, •Of equipment operation and rental, •Of expendable items such as, including, but not limited to, firefighting foam, chemical extinguishing agents, absorbent materials, sand, recovery drums, protective clothing, gloves, and testing equipment, and of action taken by the city to recover such costs.	
2-221	Fingerprinting services fee	$15.00
2-222	Court costs for criminal justice education for local government	$2.00

(Res. No. 77-09, § 1, 7-13-2009; Res. No. 57-2013, § 1, 6-10-2013; Res. No. 86-2014, § 2(Exh. A), 9-10-2014 ; Res. No. 92-2018 , §§ 1—6, 9-24-2018)

Chapter 10. Buildings and Building Regulations

10-1	Building permit fees:		
	(a)	The following fees for building permits and other related permits are hereby established and shall be charged and collected prior to issuance:	Value to be determined by latest ICC Building Valuation Data chart
	General construction:		
	$0.00 to $50,000.00,		$424.00
	Over $50,000.00 up to and including $100,000.00		$424.00
	Over $100,000.01 up to and including $500,000.00		Value X .006

	Over $500,000.00	Value X .005
	Minor misc. permit includes all sub permit fees	$ $75.00
	Alarm decal	$24.00
	Swimming pools, Spa (based upon 4 required inspections) Commercial pool Value over $70,666.01	$424.00 Value X .006 or $424 min Value X .006
	Fountain	$424.00
	Signs: (Sign permit fee waived for applications for monument signs that replace existing pole signs with monument signs and which are submitted on or before August 30, 2022)	$212.00
	Driveways, paving (based upon 2 required inspections) Striping / Seal Coating Pavers	-$212.00 $212.00 $106.00
	Boat Lift	$212.00
	Sign: Nonelectrical	$106.00
	Sign: Electrical Sign Monument	$132.00 $212.00
	Garage door, Slab, Shutters, Window, and door permits Re-Roof Siding	$106.00 $212.00 $212.00
	Fences	$106.00
	Dumpster Enclosure Deck Dock Canopy/Walkway	$106.00
	Water heater replacement permit fee	$99.00

	Backflow	$106.00
	Screen rooms, carports with foundations—3 inspections Screen enclosure on existing slab	$212.00 $106.00
	Sun Room	$212.00
	Pre-Manufactured accessory buildings	$106.00
	Accessory buildings constructed on site (based upon 4 required inspections)	$424.00
	Electrical Generators	Value X .006 or $212.00 Min.
	Electrical – Value Over $35,332.01	Value X .006
	Plumbing, Gas, Mechanical	Value X .006 or $106.00 min
	Plumbing, Gas, Mechanical – Value Over $17,666.01	Value X .006
	Commercial RTU – 5 Ton Commercial RTU – 10 Ton Commercial RTU – 15 Ton Commercial RTU – 20 Ton	$106.00 $135.00 $150.00 $165.00
	Residential renovations and additions up to $5,000.00	$106.00
	Residential renovations and additions between $5,000.00—$10,000.00 $10,000.01- $100,000.00 $100,000.01- $500,000.00 >$500,000.01	$424.00 $575.00 Value X .006 Value X .005
	Commercial renovations and additions up to $10,000.00 $10,000.01-$100,000.00 $100,000.01- $500,000.00 >$500,000.01	$424.00 $575.00 Value X .006 Value X .005
	Plan Review Fee Residential	$75.00 Min.
	Value Over $25,000.01	Value X .003

	~~Plan review fee Residential~~ Commercial review up to $2500.00 $2500.01-$100,000.00 >$100,000.01	~~Value X .003 or $75.00 Min.~~ $100.00 $250.00 Value X .003
	Plan revision review to issued permits residential Commercial	~~$25.00~~ $75.00 per page ~~$50.00~~ $100.00 per page
	Plan review re-review	$106.00
	Reinstate or close expired permit	$106.00
	Permit Time Extensions	$50.00
	Plan revision review to issued permits commercial	$50.00 per page
	Demolition:	$106.00
	Working without a permit	4 times the required permit fee
	Re-inspection or inspection, per inspection	$106.00
	Plan review resubmittal fee, 4th plan review is necessitated due to the failure of the applicant to adequately respond to the plan review comments of the City 3rd reinspection for the same deficiency	4X fee per FS 553
	Fees set forth to be reviewed April 1st each year and only changed per resolution of the city commission	

(Res. No. 57-2013, § 1, 6-10-2013; Res. No. 81-2011, § 1, 9-12-2011; Ord. No. 2182-09, 7-13-2009; Res. No. 42-2010, §§ 1, 2, 4-26-2010; Res. No. 57-2013, § 1, 6-10-2013; Res. No. 92-2018 , §§ 1—6, 9-24-2018; Res. No. 37-2019 , § 2, 3-25-2019; Res. No. 81-2019 , § 1, 9-23-2019)

Chapter 12. Businesses

12-45	Processing fee for permit for outdoor uses and activities	$25.00

12-73	License fee for special sales	$50.00
12-77	License renewal fee for special sales	$50.00
12-106	License fee for taxicabs and vehicles for hire (with 10 or fewer passengers)	$50.00
12-130	License fee for wreckers and vehicle towing businesses	
	First truck	$43.75
	Each additional truck	$12.50
12-140	Maximum towing and storage rates for providing services	
	Day or night service [per call]:	
	Class A/Rollback ($5.73 per hooked-up mile)	$164.81
	Class B ($6.77 per hooked-up mile)	$239.25
	Class C ($8.86 per hooked-up mile)	$372.15
	These rates include the first 30 minutes on the scene and the cleaning of debris as necessary	
	After first 30 minutes on scene - will be charged in increments of 30 minutes	$51.87
	Additional fees:	
	Underwater dive: certified scuba diver w/full gear (per hour)	$132.91
	Airbag recovery (per hour)	$637.96
	Additional manpower (per half hour)	$63.80
	Outside storage for Class A-B-C (per Day - no charge for first 6 hours)	$0.00

	Class A- Outside storage (Per Day- 6 hours -24 hours)	$37.22
	Class A- Outside storage (Per Day)	$37.22
	Class B-Outside storage (Per Day- 6 hours -24 hours)	$42.53
	Class B-Outside storage (Per Day)	$42.53
	Class C-Outside storage (Per Day- 6 hours -24 hours) Truck	$45.53
	Class C -Outside storage (Per Day) Trailer	$85.06
	Inside storage for Class A-B-C (Per Day - no charge for first 6 hours)	$0.00
	Class A- Inside storage (Per Day- 6 hours -24 hours)	$47.86
	Class A- Inside storage (Per Day)	$47.86
	Class B- Inside storage (Per Day- 6 hours -24 hours)	$53.17
	Class B- Inside storage (Per Day)	$53.17
	Class C - Inside storage (Per Day- 6 hours -24 hours) Truck	$53.17
	Class C - Inside storage (Per Day) Trailer	$95.69
	Administrative and clerical costs to comply with Florida State Statutes Ch. 713 in placing a lien on a vehicle to recover towing charges and/or ownership of a vehicle	$50.00

(Res. No. 57-2013, § 1, 6-10-2013; Res. No. 97-2016, § 1, 9-12-2016 ; Res. No. 92-2018 , §§ 1—6, 9-24-2018)

Chapter 13. Cemeteries

13-6	Plot Location Fee	$50.00
	Cemetery Plot	$800.00
	Companion Space, up to two (2) cremated remains	$400.00
	Burial Permit Security Deposit (6 months maximum)	$200.00
	Temporary Burial Marker (for up to 6 months)	$10.00

18-64	Alarm system permits and decals		$24.00
	Unregistered Alarm		$100.00
	Renewal		$10.00
18-73	Service charge for excessive false alarms:		
	(1)	For the 3rd and 4th alarm, per alarm	$50.00
	(2)	For the 5th and 6th alarm, per alarm	$100.00
	(3)	For the7th and 8th alarm, per alarm	$200.00
	(4)	For the 9th and each alarm thereafter, per alarm	$400.00
	(5)	Unregistered user for 1st and 2nd false alarm, per alarm	$100.00
	(6)	Unregistered user for 3rd alarm and thereafter	Double the per alarm cost for a registered user

~~18-64~~	~~Alarm system permits and decals~~		~~$24.00~~
	~~Renewal~~		~~$10.00~~
~~18-73~~	~~Service charge for excessive false alarms:~~		
		~~Unregistered user for 3rd alarm and thereafter~~	~~Double the per alarm cost for a registered user~~

(Res. No. 92-2018 , §§ 1—6, 9-24-2018)

Chapter 20. Environment

20-25	Lot clearing administrative charge	$250.00

(Res. No. 92-2018 , §§ 1—6, 9-24-2018)

U & E

	Business Tax Receipt Grease Trap Inspection	$250.00
	Business Tax Receipt Backflow Inspections	$45.00
	Grease Trap Interceptor (Inside) Permit Fee, Rejections, Reinspections	$106.00
	Grease Trap (Outside) Permit Fee	$424.00
	Plan Review Fee	$250.00
	Annual Interceptor (Inside) Inspection	$150.00
	Annual Grease Trap (Outside) Inspection	$250.00

Chapter 22. Fire Prevention

22-3	Fees for Fire Prevention ~~fire prevention~~ related services	
The following fees for certain services provided by the city in relation to fire prevention include: plan review, and inspections and are hereby established and shall be charged and collected:		
	Description	
	Minor Development Master/Final Site Plan – Review Site Plans	$405.00

		Resubmittal-Minor Development – Review Site Plans	$68.00
		Major Development Master Site Plan – Review Site Plans	$360.00
		Resubmittal- Major Development Master Site Plan – Review Site Plans	90.00
		Major/PUD Development Final Site Plan – Review Site Plans	$405.00
		Resubmittal-Major/PUD Development Final Site Plan – Review Site Plans	$45.00
		. PUD Development Master Site Plan – Review Site Plans	$315.00
		Resubmittal-PUD Development Master Site Plan – Review Site Plans	$90.00
		Administrative Amendment- Review Site Plans	$90.00
		Development Review-Site Plan/Evacuations - Review Site Plans	$320.00
		Addition Improvement up to 4999 sq ft – Review Plans and Inspect	$180.00
		Addition Improvement 5000-10,000 sq ft – Review Plans and Inspect	$210.00
		Tenant Improvement up to 4999 sq ft – Review Plans and Inspect	$320.00
		Tenant Improvement 5000-9999 sq ft – Review Plans and Inspect	$340.00
		Tenant Improvement >10,000 sq ft – Review Plans and Inspect	$390.00

		New Construction up to 4999 sq ft-Commercial- Review Plans and Inspect	$370.00
		New Construction 5000-9999 sq ft-Commercial-Review Plans and Inspect	$390.00
		New Construction 10,000-14,999 sq ft-Commercial-Review Plans and Inspect	$410.00
		New Construction 15,000-19,999 sq ft-Commercial-Review Plans and Inspect	$480.00
		New Construction 20,000-50,000 sq ft-Commercial-Review Plans and Inspect	$500.00
		New Construction 50,001-200,000 sq ft-Commercial-Review Plans and Inspect	$670.00
		New Construction 200,001-500,000 sq ft-Commerciaical-Review Plans and Inspect	$710.00
		New Construction >500,000 sq ft-Commercial-Review Plans and Inspect	$950.00
		Fire Alarm Systems up to $999.00 Construction Value-Review Plans and Inspect	$120.00
		Fire Alarm Systems $1,000-$4,999 Construction Value-Review Plans and Inspect	$160.00
		Fire Alarm Systems $5,000-$9,999 Construction Value-Review Plans and Inspect	$210.00
		Fire Alarm Systems >$10,000 Construction Value-Review Plans and Inspect	$250.00
		Fire Sprinkler System Plan Reviews and Inspections	
		Aboveground, 1—5 heads	$150.00
		Aboveground, 6—50 heads	$190.00

		Aboveground, 51—100 heads	$230.00
		Aboveground, 100—300 heads	$300.00
		Aboveground, 300—1,000 heads	$500.00
		Aboveground, greater than 1,000 heads	$700.00
		Fire Line Underground Pressure Test-Review Plans and Inspect	$180.00
		Fire suppression system Plan Review and Inspection Fees	
		(Hood—grease or hazardous vapor/gas)	$140.00
		Wet or dry agent	$140.00
		Residential fire sprinkler- Review Plans and Inspect	$250.00
		Required annual fire inspections fee schedule, per occupancy:	
		0—2,500 square feet	$50.00
		2,501—5,000 square feet	$100.00
		5,001—20,000 square feet	$200.00
		20,001—100,000 square feet	$300.00
		Over 100,000 square feet	$500.00
		Business tax receipt fire inspection fee	$150.00
		Additional occupancy in building	$50.00 per sublet portion of building
		Tent Inspection (greater than 900 sq. ft) Single Tent 2-5 Tents (greater than 900 sq ft) 6 or more (greater than 900 sq ft)	 $100.00 $200.00 $300.00
		Food Truck Inspection (per truck) Required annually - inspection decal provided	$70.00

		Standpipe—water flow test –- Review Plans and Inspect	$380.00 per standpipe
		~~Water flow test~~ ~~Test Hydrant Pressure~~ Fire Hydrant Flow Test	$150.00 per hydrant
		Fuel tank fire inspection-Review Plans and Inspect	
		Abandonment or removal	$140.00
		Aboveground	$140.00
		Underground	$240.00
		BDA System – Review Plans and Inspect	$290.00
	Fire Pump Installation/Removal – Review Plans and Inspect		$290.00
	Minimum Reinspection Fee		$100.00
		Hourly fire prevention rates.	
		Fire inspector —hourly rate	$50.00
		Fire Marshal —hourly rate	$65.00
	There will be no additional charge for a second fire inspection if all fire code violations have been corrected. For a third and subsequent re-inspections due to noncompliance, a fee of double the above fee shall be assessed for each such inspection.		

	All fire prevention fees are due within 30 days of the date of the inspection. Any delinquent accounts will be charged a late fee of $25.00. Any delinquent accounts past 60 days will be charged double the original fire inspection fee.		
22-26	Surcharge for recovery of cost of hazardous substance and hazardous waste cleanup; code enforcement, greater of	$100.00 per day for each day that the bill for such cost remains unpaid or ten percent of the total amount of the bill.	

(Res. No. 77-09, § 2, 7-13-2009; Res. No. 42-2010, § 1, 4-26-2010; Res. No. 57-2013, § 1, 6-10-2013; Res. No. 92-2018 , §§ 1—6, 9-24-2018)

Chapter 30. Parks and Recreational Areas

30-24	Park event fees. See 36-61 et seq., Recreation facility and special events fees.

(Res. No. 92-2018 , §§ 1—6, 9-24-2018)

Chapter 32. Planning and Development

32-2	Application Type	Fee
	Pre-Application Fee	$150.00
	Planned unit development (PUD)—Rezoning designation	$3,638.00
	Planned unit development amendment (PUD) (major)	$3,195.00
	Planned unit development amendment (PUD) (minor)	$2,130.00
	Urban planned unit development (PUD) containing a maximum of 5 bungalow residential units	$1,523.00
	Major development plan (site)	$2,130.00
	Minor development plan (site)	$1,703.00

	Residential development plan	$852.00
	Amendment to approved site plan	$852.00
	Plat	$852.00
	Large scale comprehensive plan amendment	$2,130.00
	Small scale comprehensive plan amendment	$1,864.00
	Land development code text amendment	$1,065.00
	Zoning map change—Rezoning non-PUD	$1,065.00
	Major conditional use	$1,598.00
	Minor conditional use	$532.00
	Urban code major conditional use	$1,598.00
	Urban code minor conditional use	$532.00
	S.E. Ocean Boulevard overlay zone major conditional use	$1,598.00
	S.E. Ocean Boulevard overlay zone minor conditional use	$532.00
	East Stuart Code major conditional use	$1,598.00
	East Stuart Code minor conditional use	$532.00
	Annexation (single family residential)	No fee
	Annexation (governmental or non-taxable entity)	No fee
	Annexation (small scale improved property less than 10 acres)	$1,864.00
	Annexation (other not listed)	$2,130.00
	Variance—Board of adjustment	$852.00
	Variance—Administrative	$500.00
	Letter of determination—Binding	$319.00
	Letter of determination—Zoning	$ $100.00

	Mural permit	$254.00
	Revocable permit—City manager (residential)	$104.00
	Revocable permit—City commission (commercial)	$260.00
	Administrative appeal	$425.00
	Application for award of floor space for consumption on premises (COP) of alcoholic beverages in the old downtown district	$1,015.00
	Right-of-way abandonment (+ appraised value)	$799.00
	Doggy dining application	$112.00
	Doggy dining renewal	$25.00
	Zoning review fee	$45.00
	Zoning reinspection fee	$45.00
	Zoning inspection fee	$45.00
	Zoning reinspection fee	$45.00
	Tree removal permit fee	$100.00
	Plan review resubmittal, 25 percent of the initial review fee in the event modifications are added by the applicant during the review process or after issuance of the building permit or in the event a third plan review is necessary because of the failure of the applicant to adequately respond to plan review comments of the city development department.	
	Unless otherwise provided by resolution of the city commission, fees set forth in this section shall be increased effective October 1 each year by the lesser of three percent or the Consumer Price Index published by the U.S. Department of Labor, U.S. city average, all items. The computed amount shall be rounded downward to the nearest whole dollar amount.	

32-166	Preliminary plans and specifications deposit		$2,000.00
32-168	Procedures on approval of final plans and specifications, inspection fees:		
	a.	Water distribution	Four percent of estimated construction cost with $500.00 minimum per project
	b.	Sewage collection	Five percent of estimated construction cost with $750.00 minimum per project

(Res. No. 57-2013, § 1, 6-10-2013; Res. No. 38-2014, § 1, 7-28-2014 ; Res. No. 69-2017 , § 1, 6-12-2017; Res. No. 92-2018 , §§ 1—6, 9-24-2018; Res. No. 37-2019 , § 1, 3-25-2019; Res. No. 81-2019 , § 2, 9-23-2019)

Chapter 34. Solid Waste

34-5	Solid waste collection charges.
(1) Residential:	
	Single-family, duplex, and triplex buildings: ~~$23.22~~ $24.38 –for each dwelling unit.
	Multifamily (four or more units); commercial rate.
	Residential buildings using a dumpster shall be billed as a commercial consumer. Where vehicle access is not available, carts shall be used and the consumer shall be billed as a commercial consumer.
	(2) Commercial (all nonresidential uses): The fee for all nonresidential uses shall be ~~$55.28~~ $58.04 per weekly picked up multiplied by cubic yard of garbage as set forth in the following schedule:

Number of Pickups per Week

Container Size (cubic yards)	One	Two	Three	Four	Five	Six
½	$~~27.64~~ 29.02	$~~55.28~~ 58.04	$~~82.92~~ 87.06	$~~110.56~~ 116.08	$~~138.20~~ 145.10	$~~165.84~~ 174.12
1	$~~55.28~~ 58.04	$~~110.56~~ 116.08	$~~165.84~~ 174.12	$~~221.12~~ 232.16	$~~276.40~~ 290.20	$~~331.68~~ 348.24

2	$~~110.56~~ 116.08	$~~221.12~~ 232.16	$~~331.68~~ 348.24	$~~442.24~~ 464.32	$~~552.80~~ 580.40	$~~663.36~~ 696.48
3	$~~165.84~~ 174.12	$~~331.68~~ 348.24	$~~497.52~~ 522.36	$~~663.36~~ 696.48	$~~829.20~~ 870.60	$~~995.04~~ 1,044.72
4	$~~221.12~~ 232.16	$~~442.24~~ 464.32	$~~663.36~~ 696.48	$~~884.48~~ 928.64	$~~1,105.60~~ 1,160.80	$~~1,326.72~~ 1,392.96
6	$~~331.68~~ 348.24	$~~663.36~~ 696.48	$~~995.04~~ 1,044.72	$~~1,326.72~~ 1,392.96	$~~1,658.40~~ 1,741.20	$1,990.08 2,089.44
8	$~~442.24~~ 464.32	$~~884.48~~ 928.64	$~~1,326.72~~ 1,392.96	$~~1,768.96~~ 1,857.28	$~~2,211.20~~ 2,321.60	$2,653.44 2785.92
Unless otherwise determined by the city utilities & engineering director, the cubic yardage of garbage shall be the cubic yardage of the container used.						
(3) Home occupational businesses: Home occupational businesses using 90-gallon containers shall be charged the residential rate plus an additional rate not to exceed ~~$55.28~~ $58.04 per container based on the volume of waste generated by each home business as determined by the supervisor.						
(4) Commercial roll-off/compactor: The fees for all commercial roll-off/compactor services shall be calculated based on the actual tipping fee $72.70 per ton and pull rate as set forth in the following schedule:						

Container Size (cubic yards)	Fee per Pickup
10 yards	$~~203.72~~ 213.91
20 yards	$~~217.76~~ 228.65
30 yards	$~~231.82~~ 243.41
40 yards	$~~245.86~~ 258.15
Compactor	$~~323.13~~ 339.29

(5) Voluntary commercial recycling: Commercial consumers may elect to participate in a voluntary recycling program. The voluntary program will be established through solid waste audits. Commercial consumers must adhere to the audited findings and will not be eligible for a reduced commercial rate should future audits determine the commercial consumer has failed to recycle materials identified in the audit.

(6) Commercial recycling: The fee for all commercial uses shall be $~~27.66~~ $29.04 per weekly pickup multiplied by cubic yard of recycling materials as set forth in the following schedule:

Number of Pickups per Week						
Container Size (cubic yards)	One	Two	Three	Four	Five	Six
½	$ ~~13.83~~ 14.52	$ ~~27.66~~ 29.04	$ ~~41.49~~ 43.56	$ ~~55.32~~ 58.08	$ ~~69.15~~ 72.60	$ ~~82.98~~ 87.12
1	$ ~~27.66~~ 29.04	$ ~~55.32~~58.08	$ ~~82.98~~ 87.12	$ ~~110.64~~ 116.16	$ ~~138.30~~ 145.20	$ ~~165.96~~ 174.24
2	$ ~~55.32~~ 58.08	$ ~~110.64~~ 116.16	$ ~~165.96~~ 174.24	$ ~~221.28~~ 232.32	$ ~~276.60~~ 290.40	$ ~~331.92~~ 348.48
3	$ ~~82.98~~ 87.12	$ ~~165.96~~ 174.24	$ ~~248.94~~ 261.36	$ ~~331.92~~ 348.48	$ ~~414.90~~ 435.60	$ ~~497.88~~ 522.72
4	$ ~~110.64~~ 116.16	$ ~~221.28~~ 232.32	$ ~~331.92~~ 348.48	$ ~~442.56~~ 464.64	$ ~~553.20~~ 580.80	$ ~~663.84~~ 696.96
6	$ ~~165.96~~ 174.24	$ ~~331.92~~348.48	$ ~~497.88~~ 522.72	$ ~~663.84~~ 696.96	$ ~~829.80~~ 871.20	$ ~~995.76~~ 1,045.44
8	$ ~~221.28~~ 232.32	$ ~~442.56~~ 464.64	$ ~~663.84~~ 696.96	$ ~~885.12~~ 929.28	$ ~~1,106.40~~ 1,161.60	$ ~~1,327.68~~ 1,393.92

(7) Commercial Garbage Reduced Rate (recycling credit): The recycling credit shall be $1.00 per weekly pickup multiplied by cubic yard. Therefore, the commercial garbage reduced rate shall be ~~$ 54.23~~ $56.94 per weekly picked up multiplied by cubic yard of garbage as set forth in the following schedule.:

Number of Pickups per Week						
Container Size (cubic yards)	One	Two	Three	Four	Five	Six

½	~~$ 27.12~~ 28.47	~~$ 54.23~~ 56.94	~~$ 81.35~~ 85.41	~~$ 108.46~~ 113.88	~~$ 135.58~~ 142.35	~~$ 162.69~~ 170.82
1	~~$ 54.23~~ 56.94	~~$ 108.46~~ 113.88	~~$ 162.69~~ 170.82	~~$ 216.92~~ 227.76	~~$ 271.15~~ 284.70	~~$ 325.38~~ 341.64
2	~~$ 108.46~~ 113.88	~~$ 216.92~~ 227.76	~~$ 325.38~~ 341.64	~~$ 433.84~~ 455.52	~~$ 542.30~~ 569.40	~~$ 650.76~~ 683.28
3	~~$ 162.69~~ 170.82	~~$ 325.38~~ 341.64	~~$ 488.07~~ 512.46	~~$ 650.76~~ 683.28	~~$ 813.45~~ 854.10	~~$ 976.14~~ 1,024.92
4	~~$ 216.92~~ 227.76	~~$ 433.84~~ 455.52	~~$ 650.76~~ 683.28	~~$ 867.68~~ 911.04	~~$ 1,084.60~~ 1,138.80	~~$ 1,301.52~~ 1,366.56
6	~~$ 325.38~~ 341.64	~~$ 650.76~~ 683.28	~~$ 976.14~~ 1,024.92	~~$ 1,301.52~~ 1,366.56	~~$ 1,626.90~~ 1,708.20	~~$ 1,952.28~~ 2,049.84
8	~~$ 433.84~~ 455.52	~~$ 867.68~~ 911.04	~~$ 1,301.52~~ 1,366.56	~~$ 1,735.36~~ 1,822.08	~~$ 2,169.20~~ 2,277.60	~~$ 2,603.04~~ 2,733.12

(8) Commercial extra pickup fees: The fee for an extra pickup on a commercial dumpster shall be based on the container size as set forth in the following schedule:

Container Size (cubic yards)	Fee per Extra Pickup
2	~~$146.27~~ 153.58
3	~~$201.55~~ 211.63
4	~~$256.83~~ 269.67
6	~~$367.40~~ 385.77
8	~~$477.96~~ 501.86

(9) Commercial recycle extra pickup fees: The fee for an extra pickup on a recycling dumpster shall be based on the container size as set forth in the following schedule:

Container Size (cubic yards)	Fee per Extra Pickup
2	~~$91.01~~ 95.56
3	~~$118.67~~ 124.60
4	~~$146.34~~ 153.66
6	~~$201.65~~ 211.73
8	~~$256.97~~ 269.82

(10) Commercial extra pickup fees with recycle service: The fee for an extra pickup on a commercial dumpster where the consumer also has recycle service shall be based on the container size as set forth in the following schedule:

Container Size (cubic yards)	Fee per Extra Pickup
2	~~$144.17~~ 151.38
3	~~$198.40~~ 208.32
4	~~$252.63~~ 265.26
6	~~$361.10~~ 379.16
8	~~$469.56~~ 493.04

(11) Commercial cleanup fees: The fee for cleaning up loose debris surrounding a commercial dumpster shall be based on the container size as set forth in the following schedule:

Container Size (cubic yards)	Fee per Cleanup
2	~~$25.54~~ 26.82
3	~~$38.28~~ 40.19
4	~~$51.06~~ 53.61
6	~~$76.58~~ 80.41
8	~~$102.10~~ 107.21

(12) Commercial recycle cleanup fees: The fee for cleaning up loose debris surrounding a recycling dumpster shall be based on the container size as set forth in the following schedule:

Container Size (cubic yards)	Fee per Cleanup
2	~~$12.76~~ 13.40
3	~~$19.13~~ 20.09
4	~~$25.52~~ 26.80
6	~~$38.27~~ 40.18
8	~~$51.03~~ 53.58

(13) Commercial cleanup fees with recycle service: The fee for cleaning up loose debris surrounding a commercial dumpster where the consumer also has recycle service shall be based on the container size as set forth in the following schedule:

Container Size (cubic yards)	Fee per Cleanup
2	~~$22.74~~ 23.88
3	~~$34.11~~ 35.82
4	~~$45.49~~ 47.76

6	~~$68.23~~ 71.64
8	~~$90.96~~ 95.51

(14) Trash pickup fees: The fee for all trash pickup fees shall be based on the load size as set forth in the following schedule:	
Load Size	Fee
¼ load = 6 cu yds	~~$42.39~~ 44.51
½ load = 12 cu yds	~~$84.78~~ 89.02
¾ load = 18 cu yds	~~$127.16~~ 133.52
Full load = 24 cu yds	~~$169.55~~ 178.03

(15) Commercial trash pickup minimum fee: The minimum fee for any commercial trash pickup regardless of size shall be no less than a one-fourth load.
(16) Yard trash generated by landscaping business: In addition to the fee based on load size there shall be an additional $~~66.53~~ $69.86 fee for removal of yard trash generated by any landscaping business.
(17) Residential deposits: Residential consumers shall pay a $50.00 deposit to the city upon commencement of a new or re-established containerized service. This deposit shall be returned to the payer upon termination of the solid waste removal service by the city, the payment of all charges due, and return of the container in good and sanitary condition.
(18) Commercial and multifamily deposits: Commercial and multi-family consumers shall pay a deposit equal to three months estimated service charge upon the commencement of new or re-established service. This deposit shall be returned to the payer upon (i) termination of the solid waste removal service by the city; and (ii) the payment of all outstanding amounts due to the city for any and all goods and services, taxes, or assessments; and (iii) the return of the container in good and sanitary condition. In the event that a consumer has an outstanding balance to the city for any goods and services, taxes or assessments, the consumer deposit shall be applied to the extent of the amount owed.
(19) Roll-off container deposits: Commercial roll-off container consumers shall pay a deposit of $500.00 upon the commencement of new or re-established service. The deposit will be waived for all existing accounts in good standing. This deposit shall be returned to the payer upon (i)

termination of the solid waste removal service by the city; and (ii) the payment of all outstanding amounts due to the city for any and all goods and services, taxes, or assessments; and (iii) the return of the container in good and sanitary condition. In the event that a consumer has an outstanding balance to the city for any goods and services, taxes or assessments, the consumer deposit shall be applied to the extent of the amount owed.
(20) Roll-off compactor deposits: Commercial and multifamily consumers shall pay a deposit of $1,000.00 upon the commencement of new or re-established service. This deposit shall be returned to the payer upon (i) termination of the solid waste removal service by the city; and (ii) the payment of all outstanding amounts due to the city for any and all goods and services, taxes, or assessments; and (iii) the return of the container in good and sanitary condition. In the event that a consumer has an outstanding balance to the city for any goods and services, taxes or assessments, the consumer deposit shall be applied to the extent of the amount owed.
(21) Accounting charge: There shall be a charge of $34.00 to establish an account for sanitation service only. After disconnection, a sanitation service shall not again be established without payment of all outstanding sanitation service charges and fees due to the city.
(22) No partial service: As a condition of service provided by the city, a consumer may not request to discontinue sanitation service without requesting all services provided by the city be discontinued.
(23) New container service fee: A new container service fee of $15.00 shall be charged for the delivery of a new or different dumpster requested by the consumer. A fee of $75.00 shall be charged for the installation of casters on dumpsters.
(24) Roll-off/compactor service fee: A new roll-off/compactor service fee of $100.00 shall be charged for the delivery of a new roll-off/compactor.
(25) Delinquent account service charge: A bill shall be deemed delinquent if not paid within 30 days of mailing. After 30 days of the date of mailing, the city shall charge one and one-half percent interest monthly or fraction thereof on the amount of a delinquent balance of $15.00 or more of charges due the city for the service.
(26) Key-operated dumpster charge: There shall be a charge of $56.00 for installation by the city of a locking device for a key-operated dumpster.
(27) Inaccessible dumpster or roll-off/compactor: There shall be a charge of $15.00 for each return trip necessitated by an inaccessible dumpster and a charge of $135.00 for each return trip necessitated by an inaccessible roll off/compactor.
(28) Change in billing charge: There shall be a charge of $34.00 per unit for any change in service requested by the consumer which requires a corresponding change in the manner or amount of billing by the city.
(29) Dumpster cleaning by city charge: In the event the consumer fails to clean an unsanitary dumpster or roll-off/compactor after five days' notice to do so by the city, the city shall clean the dumpster and shall charge the consumer a fee of $75.00, and $100.00 for roll-off/compactors.
(30) Relocation charge: In the event the consumer requests a relocation of a roll-off/compactor the city shall charge the consumer $75.00 per occurrence.

(31) Loss of container: The consumer is solely responsible and liable for the loss of any roll-off, compactor, dumpster, or cart provided by the city, regardless of cause, including theft, damage, and vandalism. The city shall charge the consumer the actual cost of repair and/or replacement.

(Res. No. 79-08, § 1, 7-14-2008; Res. No. 96-08, § 1, 9-8-2008; Res. No. 36-2010, § 1(Exh. A), 4-26-2010; Res. No. 51-2011, § 1(Exh. A), 6-27-2011; Res. No. 84-2012, § 1(Exh. A), 9-10-2012; Res. No. 57-2013, § 1, 6-10-2013; Res. No. 112-2013, § 1(Exh. A), 9-23-2013; Res. No. 86-2014, § 2(Exh. A), 9-20-2014 ; Res. No. 93-2015, § 1(Exh. A), 9-28-2015 ; Res. No. 84-2016, § 1(Exh. A), 9-12-2016 ; Res. No. 119-2017 , § 1(Exh. A), 9-25-2017; Res. No. 92-2018 , §§ 1—6, 9-24-2018; Res. No. 81-2019 , § 5, 9-23-2019)

Chapter 36. Streets, Sidewalks and Other Public Places

36-2	Privilege fee for abandoning public property, minimum	$500.00
36-61 et seq.	Recreation facility and special events fees	
36-62	Unpermitted Activities	$250.00

East 10th Street Community Center		
Rooms	*Fees*	*Damage Deposit*
NOTE: Damage Deposits for all rentals will apply if facilities are not returned to their original condition.		
10th Street—Multipurpose room (capacity 50—100 lecture style)	$30.00/hr.	$200.00
10th Street—Meeting room (capacity 50 lecture style)	$25.00/hr.	$100.00
10th Street—Daily rate $300.00 continuous hours of no more than 12 hours	$300.00	$200.00
10th Street—Bereavement rate	First four (4) hours free, $25.00/hr. each hour thereafter, up to four (4) additional hours.	$200.00

Stuart Shuffleboard

Shuffleboard Court Rental Per 3-Hour Period	$25.00	N/A
Shuffleboard Building Per Hour (Sunday-Friday)	$25.00	$100.00
Shuffleboard Building (Saturday)	$250.00	$100.00
Tenant Users Labiality Insurance Protection (TULIP)	$120.00	N/A

Miscellaneous Charges

Late fee (begins 15 minutes after scheduled event end-time)	After the first 15 minutes, $25.00 per 15 minutes or any increment thereof	
Kitchen use (in addition to building rental) Kitchen Room Rental	$25.00 (one-time fee) $25.00 per hour	N/A $100.00
Community days (based on availability) for 501(c) organizations	1 per a month (6:00 p.m.—9:00 p.m. only)	N/A
Game Room Use	One-Time Fee	$25.00

Athletic Field Rental Fees		
Use	*Fees*	*Duration*
Annual Field Use Retainer Free for sports users	$200.00	Per Annum (yearly)

Sailfish Ball Park		
Softball/baseball field #1—4 reservations	$25.00 per field (three hrs.)	3 hours
Additional hours of use	$10.00 per field	Per hour
Tennis courts	Free if not instructional or tournament	N/A
Athletic Facilities/Guy Davis Park		
Baseball/soccer/football field reservations	$25.00 per field (three hrs.)	3 hours
Additional hours of use	$10.00 per field	Per hour
Tennis courts	Free if not instructional or tournament	N/A
Concession stand	$25.00	3 hours
Field Lighting Charges		
Softball/baseball field	$10.00 per field	Per hour
Soccer/football field	$10.00 per field	Per hour
Softball/baseball field	Per 3-hours	$25.00
Soccer/football field	Per 3-hours	$25.00
Light use in excess of 3-hours (in addition to hourly rate) All uses will be calculated per 30-minute increments	Per 3-hours	$25.00
Field Lining Charges		
Baseball/softball/kickball	$25.00 per field	Per request
Soccer	$125.00 per field	Per request
Football/lacrosse	$150.00 per field	Per request

Tournament Fees		
Basketball Tournaments	$100.00 per court/per day	$150.00 deposit. Refundable or can be applied to any additional fees incurred
Baseball/softball fields	$175.00 (2 fields)	Per day (does not include lining or lighting)
Additional baseball/softball fields	$100.00 per field	Per day (does not include lining or lighting)
Soccer/football/lacrosse/rugby	$100.00 per field	Per day (does not include lining or lighting)
Staffing fees incurred after normal hours	$25.00 per hour	Per employee, per day (can be paid out of tournament deposit)
Concession	$100.00	Per use, per day
Tennis/racquet courts (Tournament/instructional) (3 hour block) Hourly Rental	 $25.00 $10.00	 3 hours Per hour

The City Manager (or designee) reserves the right to enter into collaborated agreements with qualified 501(c)3 organizations and offer priority scheduling.

Park/Pavilion Rentals		
Park	*Fees*	*Description*
Flagler Park pavilion 1	$85.00/day	Large 34'x34' with five picnic tables
Flagler Park pavilion 2	$35.00/day	Small 17'x17' with one picnic table
Flagler Park pavilion 3	$35.00/day	Small 17'x17' with one picnic table
Flagler Park pavilion 4	$35.00/day	Small 17'x17' with one picnic table

Flagler Park pavilion 5	$85.00/day	Large 21'x6' with four picnic tables
Basketball Courts. (Flagler and Davis Dome) Rental is for tournaments, instruction, and private parties. All other times are for recreational play Activities other than sporting activities at Davis Dome require a special events permit.	3-hour block. 1 hour	$25.00 $10.00
Shepard Park pavilion 1	$85.00/day	Large 24'x30' with four picnic tables
Kiwanis Park pavilion—Thelma	$85.00/day	Large 24'x24' with four picnic tables
Kiwanis Park pavilion—William	$85.00/day	Large 24'x24' with four picnic tables
Memorial Park pavilion 1	$55.00/day	Medium 20'x20' with two picnic tables
Memorial Park pavilion 2	$55.00/day	Medium 20'x20' with two picnic tables
Memorial Park pavilion 3	$35.00/day	Small 12'x12' with one picnic table
Memorial Park pavilion 4	$35.00/day	Small 12'x12' with one picnic table
Memorial Park pavilion 5	$35.00/day	Small 12'x12' with one picnic table
MLK pavilion 1	$55.00/day	Medium 18'x24' with two picnic tables
Poppleton Creek Park pavilion 1	$55.00/day	Medium 32'x32' with three picnic tables
Poppleton Creek Park pavilion 2	$55.00/day	Medium 32'x32' with three picnic tables

10th St. Guy Davis Park pavilion 1	$55.00/day	Medium 20'x20' with two picnic tables
Haney Creek Park pavilion 1	$55.00/day	Medium 32'x32' with three picnic tables
Riverwalk stage	Free	N/A
Memorial Park wedding bridge	Free	N/A
Bandshell	$25.00/day	N/A
Gazebo	$25.00/day	N/A

Events that exceed the pavilion area may require a special event permit.

Special Events Fees and Charges	
Private/Public Property Special Event Fees	*Fees*
Application fee (non-refundable)	$25.00
Late submission fee	$10.00 per day after deadline

Private Property Fee and Attendance		
All events	$50.00	N/A

Public Property Level and Attendance		
Level 1 - 25—100	$75.00	$100.00
Level 2 - 101—500	$150.00	$200.00
Level 3 - 501—1,000	$300.00	$400.00
Level 4 - 1,001—5,000	$400.00	$800.00
Level 5 - 5,001 or more	$600.00	$2,000.00
Banner Fees		
Event banner 4'×6' (non-profit organizations and community events only)	$25.00 each (two max)	10-day limit
Grand opening event banner	$25.00 (one max)	30-day limit
Street pole banner (pennant) (non-profit organizations and community events only)	$8.00 each (30 max)	30-day limit
Advertising banner at fields	$500.00 (per banner)	Six (6) months
Downtown Wayfinding Signs	Annual Fee per sign	$100.00
Downtown Wayfinding Signs	Relocation Fee	$25.00
Downtown wayfinding signs – application fee	$50.00 per sign	N/A
Tram advertising banners	$~~200.00~~ 150.00 (per banner)	Per month, minimum of three (3) months (Pay 5 months in advance, get the 6th month free)
Fire Rescue Special Event Coverage – Personnel and Apparatus		
Firefighter/EMT	$50.00/hr.	
Firefighter/Paramedic	$55.00/hr.	
Lieutenant/Paramedic	$60.00/hr.	

Administrative fee (processing fee/coordination/planning)	$10.00	
Ambulance Fire Engine Ladder Truck Fire Rescue Event Cart Brush Truck	$42.00/hr. $81.00/hr. $125.00/hr. $35.00/hr. $75.00/hr.	
Sanitation		
95-gallon green carts for event; one per every 100 participants or less	$25.00 for the first 95-gallon green cart; $7.00 per cart thereafter	Includes delivery and cleaning
Dumpster: 500 participants or less; four cubic yards	$140.00	Includes delivery and cleaning
Dumpster: 500—1,000 participants; eight cubic yards	$180.00	Includes delivery and cleaning
Dumpster: 1,000 participants or more; eight cubic yards per 1,000 participants	$180.00 each	Includes delivery and cleaning
Recycle carts	No charge	Includes delivery and cleaning
Administrative fee	$25.00	
Public Works		
Barricades (with flasher) (up to 5 per day)	$20.00 for the first/per day. $2.00 per additional barricade/per day.	
Cones (up to 10 per day)	$20.00 for the first/per day. $1.00 per additional cone/per day.	
Light towers (1 per day)	$100.00 per day/each	
Message boards (1 per day) (road closure only)	$100.00 per day	
Directional/arrow boards (1)	$50.00 per day	
Bleachers	$100.00 per day/each	Includes delivery
Administrative fee	$25.00	

Tram	$~~20.00~~ $30.00 per hour	Two-hour minimum
Recreation Center Closings	$400.00 per day	

The City manager (or designee) reserves the right to exempt certain activities from a level 1 special event.

Special Events Additional Fees Extra Duty Police	*Fees*	
Police officer	$50.00 per hour/per officer plus, administrative fee	Two-hour minimum
Event commander (required with five or more simultaneous officers)	$55.00 per hour/per officer plus, administrative fee	Two-hour minimum
Holiday Extra duty Police officer pay July 4th, Halloween, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas, New Year's Eve	$60.00 per hour/per officer plus, administrative fee	Two-hour minimum
Holiday Event commander (required with five or more simultaneous officers) July 4th, Halloween, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas, New Year's Eve	$65.00 per hour/per officer plus, administrative fee	Two-hour minimum
Police Boat	$23.00 per hour / per officer plus, administrative fee	Two-hour minimum
Administrative fee (processing fee/coordination/planning)	$7.00 per hour	

The city reserves the right to deny any special event application or request that either competes directly or indirectly with annual events that regularly occur within the city.

36-102	Application fee for revocable permits to use public right-of-way	

	If the permit is to be issued by the city manager	$102.00
	If city commission approval is required	$256.00
36-179	Removal of news racks impoundment and storage fee	$10.00 per day

(Res. No. 230-04; Res. No. 140-07; Res. No. 95-09, 10-26-2009; Res. No. 57-2013, § 1, 6-10-2013; Ord. No. 59-2015, § 1, 6-22-2015 ; Res. No. 76-2015, § 1, 8-10-2015 ; Res. No. 92-2018 , §§ 1—6, 9-24-2018; Res. No. 37-2019 , § 3, 3-25-2019; Res. No. 81-2019 , § 3, 9-23-2019)

Chapter 40. Traffic and Vehicles

40-44	Parking permit fees	
	Permanent resident	$450.00 per year (equals $1.23 per night)
	Temporary resident	$60.00 per month, up to six months (equals $1.93 per night)
	Transient permits	$3.00 per permit, per night
40-129	Removal of motor vehicle immobilization device charge	$100.00
40-151	Initial inspection/permit of golf cart	$100.00
40-151	Bi-annual permit renewal of golf cart	$50.00

(Res. No. 79-2015, § 1, 9-24-2015 ; Res. No. 82-2016, § 2, 8-22-2016 ; Res. No. 92-2018 , §§ 1—6, 9-24-2018)

Chapter 42. Utilities

42-3	Utilities charges.

(1) *Deposit for residential utility service:* A deposit for water service, for sewer service and for water and sewer service shall be charged to new and to reconnected residential water consumers, as follows:

	Inside City		Outside City	
Meter Size	Water	Water/Sewer	Water	Water/Sewer

⅝" x ¾"	$65.00	$130.00	$85.00	$170.00
1"	130.00	260.00	175.00	350.00
1½"	300.00	600.00	400.00	800.00
2"	520.00	1,040.00	715.00	1,430.00

(2) *Deposit for commercial or multifamily utility service:* With the exception of the United States and its agencies, the state and its agencies and political subdivisions, cities, school districts and special districts, a deposit for water service, for sewer service and for water service with sewer service shall be charged of new and of reconnected water consumers as follows:

	Inside City		Outside City	
Meter Size	Water	Water/Sewer	Water	Water/Sewer
⅝" x ¾"	$85.00	$170.00	$110.00	$220.00
1"	135.00	270.00	175.00	350.00
1½"	300.00	600.00	400.00	800.00
2"	520.00	1,040.00	715.00	1,430.00
3"	1,190.00	2,380.00	1,465.00	2,930.00
4"	2,125.00	4,250.00	2,835.00	5,670.00
6"	4,775.00	9,550.00	6,375.00	12,750.00
8"	6,375.00	12,750.00	8,385.00	16,770.00
10"	8,510.00	17,020.00	11,130.00	22,260.00

(3) *Deposit Waiver.* A residential applicant may be eligible for a deposit waiver if the property owner has established a satisfactory payment record of all city utility charges for the preceding 23 months within 20 days of mailing. Utility service deposits for residential tenants and commercial consumers will not be refunded until the water and sewer services are terminated.

(4) *Charges for water service:* The monthly base fee and consumer service charge shall be made for water service as follows:

a. *Residential domestic.*

	Inside City	Outside City
Monthly base fee	~~$17.07~~ 18.01	~~$21.34~~ 22.51
Monthly consumer service charge	~~$2.39~~ 2.52	~~$2.98~~ 3.15

b. *Residential irrigation.*

	Inside City	Outside City
Monthly base fee	~~$17.07~~ 18.01	~~$21.34~~ 22.51
Monthly consumer service charge	~~$2.39~~ 2.52	~~$2.98~~ 3.15

c. *Multifamily domestic.*

	Inside City	Outside City
Monthly base fee (per unit)	~~$12.80~~ 13.50	~~$16.01~~ 16.88
Monthly consumer service charge	~~$2.39~~ 2.52	~~$2.98~~ 3.15

d. *Commercial domestic.* Monthly base fees are based on meter size and are derived according to the values in the chart below:

Meter Size	ERCs	Inside City	Outside City
5/8" x 3/4"	1.0	~~$17.07~~ 18.01	~~$21.34~~ 22.51
1"	2.5	~~$42.68~~ 45.03	~~$53.35~~ 56.29

1½"	5.8	~~$99.00~~ 104.45	~~$123.77~~ 130.56
2"	8.0	~~$136.55~~ 144.06	~~$170.71~~ 180.08
3"	15.0	~~$256.05~~ 270.13	~~$320.10~~ 337.66
4"	25.0	~~$426.74~~ 450.21	~~$533.48~~ 562.76
6"	50.0	~~$853.45~~ 900.39	~~$1,066.96~~ 1,125.49
8"	80.0	~~$1,365.52~~ 1,440.62	~~$1,706.85~~ 1,800.78
10"	115.00	~~$1,962.86~~ 2,070.82	~~$2,454.00~~ 2,588.53

Commercial Domestic Consumer Service Charge

		Inside City	Outside City
Monthly consumer service charge		~~$2.39~~ 2.52	~~$2.98~~ 3.15

e. *Commercial irrigation.* Monthly base fees are based on meter size and are derived according to the values in the chart below:

Meter Size	ERCs	Inside City	Outside City
5/8" x 3/4"	1.0	$ ~~17.07~~ 18.01	~~$ 21.34~~ 22.51
1"	2.5	$ ~~42.68~~ 45.03	~~$ 53.35~~ 56.29
1½"	5.8	$ ~~99.00~~ 104.45	~~$ 123.77~~ 130.56
2"	8.0	$ ~~136.55~~ 144.06	~~$ 170.71~~ 180.08
3"	15.0	$ ~~256.05~~ 270.13	~~$ 320.10~~ 337.66
4"	25.0	$ ~~426.74~~ 450.21	~~$ 533.48~~ 562.76
6"	50.0	$ ~~853.45~~ 900.39	~~$ 1,066.96~~ 1,125.49

8"	80.0	$ ~~1,365.52~~1,440.62	~~$ 1,706.85~~ 1,800.78
10"	115.00	$ ~~1962.86~~ 2,070.82	~~$ 2,454.00~~ 2,588.53

		Inside City	Outside City
Monthly consumer service charge		~~$ 2.39~~ 2.52	~~$ 2.98~~ 3.15

(5) *Monthly volume charge (per thousand gallons):*

a. *Residential domestic.*

	Inside City	Outside City
1—4,000 gallons	~~$ 3.73~~ 3.94	~~$4.66~~ 4.93
4,001—8,000 gallons	~~$ 3.91~~ 4.13	~~$ 4.90~~ 5.16
8,001—12,000 gallons	~~$ 6.74~~ 7.11	~~$ 8.43~~ 8.89
12,001—25,000 gallons	~~$ 7.85~~ 8.28	~~$ 9.84~~ 10.35
25,001 gallons and above	~~$ 8.95~~ 9.44	~~$ 11.19~~ 11.80

b. *Residential irrigation:*

	Inside City	Outside City
1—13,000 gallons	~~$ 7.85~~ 8.28	~~$ 9.84~~ 10.35
13,001 gallons and above	~~$ 8.95~~ 9.44	~~$ 11.19~~ 11.80

c. *Multifamily domestic (per unit).*

	Inside City	Outside City
1—3,000 gallons	~~$ 3.73~~ 3.94	~~$ 4.66~~ 4.93
3,001—6,000 gallons	~~$ 3.91~~ 4.13	~~$ 4.90~~ 5.16
6,001—9,000 gallons	~~$ 6.74~~ 7.11	~~$ 8.43~~ 8.89
9,001—18,500 gallons	~~$ 7.85~~ 8.28	~~$ 9.84~~ 10.35
18,501 gallons and above	~~$ 8.95~~ 9.44	~~$ 11.19~~ 11.80

d. *Commercial domestic (tied to system average).*

	Inside City	Outside City
Per thousand gallons	~~$ 4.76~~ 5.02	~~$ 5.94~~ 6.28

e. *Commercial irrigation (based on meter size, ERC factor multiplied by 13,000 gallons).*

	ERCs	Inside City	Outside City
⅝ x ¾-inch meter			
1—13,000 gallons	1.0	~~$ 7.85~~ 8.28	~~$ 9.84~~ 10.35
13,001 gallons and above	1.0	~~$ 8.95~~ 9.44	~~$ 11.19~~ 11.80
1-inch meter			
1—32,500 gallons	2.5	~~$ 7.85~~ 8.28	~~$ 9.84~~ 10.35
32,501 gallons and above	2.5	~~$ 8.95~~ 9.44	~~$ 11.19~~ 11.80

1½-inch meter			
1—75,400 gallons	5.8	~~$ 7.85~~ 8.28	~~$ 9.84~~ 10.35
75,401 gallons and above	5.8	~~$ 8.95~~ 9.44	~~$ 11.19~~ 11.80
2-inch meter			
1—104,000 gallons	8.0	~~$ 7.85~~ 8.28	~~$ 9.84~~ 10.35
104,001 gallons and above	8.0	~~$ 8.95~~ 9.44	~~$ 11.19~~ 11.80
3-inch meter			
1—195,000 gallons	15.0	~~$ 7.85~~ 8.28	~~$ 9.84~~ 10.35
195,001 gallons and above	15.0	~~$ 8.95~~ 9.44	~~$ 11.19~~ 11.80
4-inch meter			
1—325,000 gallons	25.0	~~$ 7.85~~ 8.28	~~$ 9.84~~ 10.35
325,001 gallons and above	25.0	~~$ 8.95~~ 9.44	~~$ 11.19~~ 11.80
6-inch meter			
1—650,000 gallons	50.0	~~$ 7.85~~ 8.28	~~$ 9.84~~ 10.35
650,001 gallons and above	50.0	~~$ 8.95~~ 9.44	~~$ 11.19~~ 11.80
8-inch meter			
1—1,040,000 gallons	80.0	~~$ 7.85~~ 8.28	~~$ 9.84~~ 10.35
1,040,001 gallons and above	80.0	~~$8.95~~9.44	~~$ 11.19~~ 11.80
10-inch meter			
1—1,495,000 gallons	115.00	~~$ 7.85~~ 8.28	~~$ 9.84~~ 10.35
1,495,001 gallons and above	115.00	~~$ 8.95~~ 9.44	~~$ 11.19~~ 11.80

(6) A water system tapping charge shall be made for water service connections:

Meter	Inside City	Outside City
3/4"	~~$472.39~~ 498.37	~~$552.19~~ 622.96
1"	~~$ 636.45~~ 671.45	~~$ 756.45~~ 839.31
1½"	~~$ 816.45~~ 861.35	~~$ 982.08~~ 1,076.69
2"	~~$ 1,199.88~~ 1,265.87	~~$ 1,460.73~~ 1,582.34

(7) *Charges for sewer service.* The monthly base fee shall be made for sewer service as follows:

a. *Residential.*

	Inside City	Outside City
Single-family	~~$ 8.08~~ 8.52	~~$ 10.11~~ 10.65
Multifamily (per unit)	~~$ 6.00~~ 6.33	~~$ 7.52~~ 7.91

b. *Commercial.* Derived according to the chart below.

Meter	ERCs	Inside City	Outside City
⅝" x ¾"	1.0	~~$ 8.08~~ 8.52	~~$ 10.11~~ 10.65
1"	2.5	~~$ 20.21~~ 21.32	~~$ 25.28~~ 26.65
1½"	5.8	~~$ 46.90~~ 49.48	~~$ 58.61~~ 61.85
2"	8.0	~~$ 64.69~~ 68.25	~~$ 80.86~~ 85.31
3"	15.0	~~$ 121.28~~ 127.95	~~$ 151.61~~ 159.94
4"	25.0	~~$ 202.15~~ 213.27	~~$ 252.68~~ 266.59
6"	50.0	~~$ 404.29~~ 426.53	~~$ 505.38~~ 533.16

8"	80.0	~~$ 646.88~~ 682.46	~~$ 808.59~~ 853.07
10"	115.0	~~$ 929.88~~ 981.02	~~$ 1,162.35~~ 1,226.28

(8) *Monthly consumer service charge:*

	Inside City	Outside City
All consumers	~~$ 1.48~~ 1.56	~~$ 1.86~~ 1.95

(9) *Monthly volume charge (per thousand gallons):* For residential and multifamily consumers, there will be no additional charge for wastewater sewer service above 12,000 gallons per month per residential dwelling unit and 8,800 gallons per month per multifamily dwelling unit.

a. *Residential.*

	Inside City	Outside City
1—12,000 gallons	$ ~~7.88~~ 8.31	$~~9.87~~ 10.39

b. *Multifamily.*

	Inside City	Outside City
1—8,800 gallons per unit	~~$ 7.88~~ 8.31	~~$ 9.87~~ 10.39

c. *Commercial.*

	Inside City	Outside City
Per thousand gallons	~~$ 7.88~~ 8.31	~~$ 9.87~~ 10.39

(10) *Reclaimed water rates (per thousand gallons):*

1—100,000 gallon—Daily	~~$ 2.66~~ 2.81
100,000 gallons and up including multiple parcels—Daily	~~$ 0.60~~ 0.63

(11) *Accounting charge:* There shall be a charge of $34.00 to establish an account for water service.

(12) *Disconnection charge:* There shall be a charge of $34.00 to reestablish any water service that has been disconnected for nonpayment. After disconnection, a water meter shall not be again connected without payment of all outstanding utility related charges, fees and/or additional deposits due to the city.

(13) *Same day service charge:* There shall be a charge of $34.00 to perform any same day utility related service call that occurs after 2:00 p.m. of the same day the request was issued by the customer.

(14) *Meter rereads and leak inspection charge:* There shall be a service charge of $15.00 for a special inspection for a meter reread or for a leak inspection requested by a consumer. A reread of a meter due to an error in the initial meter reading shall be performed by the city without charge. A leak inspection charge shall not be charged if a leak is found in city-maintained facilities.

(15) *Delinquent utility service account charge:* A bill shall be deemed delinquent if not paid within 30 days of mailing. After 30 days of the date of mailing, the city shall charge to such account one and one-half percent interest monthly on each delinquent balance of charges due the city for water and sewer service on the amount of a delinquent balance of $15.00 or more.

(16) *Service call charge:* Except as otherwise provided herein, when the city is requested by a consumer to respond to a problem not caused by the city, the city shall charge the consumer $34.00 for all necessary labor, materials, and indirect costs to respond actually incurred by the city.

(17) *Meter calibration test:* At the request of a consumer, the city will test a water meter to determine if it is operating accurately within an allowable tolerance of plus or minus two percent of actual flow. In the event a consumer has been overcharged due to a faulty meter,

the previous six bills shall be examined and adjusted accordingly. For a meter determined to be within allowable tolerance, the following meter test charges shall apply:

¾"—2" meter $25.00
3"—8" meter $50.00

(18) *Damage repair:* Damage caused by the failure of a consumer or contractor to properly locate and isolate water, sewer, or reclaimed water facilities shall be repaired by the city and charged to the consumer or contractor who caused the damage. Charges shall include all materials, labor, and equipment required to make the repair as well as mobilization to and demobilization from the site.

(19) *Annual rate adjustment:* The city manager may adjust the monthly base charge and monthly volume charge for water service, and the monthly base charge and monthly volume charge for sewer service, to reflect changes in operating costs without further action by the city commission. Prior to implementation thereof, notice of such rate adjustments shall be promptly provided by the city manager to the city commission. The city manager shall utilize the "price increase or decrease index" for major categories of utility operating costs which is annually adopted by the Florida Public Service Commission as required by F.S. § 367.081(4)(a). The rate adjustment shall be based upon the application of the indices within the index to the amount of the major categories of operating costs incurred by the city in providing the water service and sewer service during the immediately preceding calendar year.

42-169	Stormwater system user fees are $7.00 per equivalent residential unit per month.	
	The city manager may adjust the stormwater management system user fee, to reflect changes in operating costs without further action by the city commission. Prior to implementation thereof, notice of such rate adjustments shall be promptly provided by the city manager to the city commission. The city manager shall utilize the "price increase or decrease index" for major categories of utility operating costs which is annually adopted by the Florida Public Service Commission as required by F.S. §367.081(4)(a). The rate adjustment shall be based upon the application of the indices within the index to the amount of the major categories of operating costs incurred by the city in providing the stormwater service during the immediately preceding calendar year.	
42-308	Permit fees for privately-owned sewer collection and transmission system:	
	(1)	$200.00 additional fee for collection and transmission systems with one or more pump station; and
	(2)	$200.00 per privately-owned collection and transmission system;
	(3)	Privately-owned collection and transmission systems with lift stations serving more than one building shall be charged $200.00 for the lift station and $200.00 for the private collection system.

(Res. No. 79-08, § 1, 7-14-2008; Res. No. 36-2010, § 1(Exh. B), 4-26-2010; Res. No. 51-2011, § 1(Exh. A), 6-27-2011; Res. No. 89-2011, § 1(Exh. A), 9-26-2011; Res. No. 104-2011, § 1(Exh. A), 11-14-2011; Res. No. 84-2012, § 2, (Exh. A), 9-10-2012; Res. No. 23-2013, § 1(Exh. A), 2-25-2013; Res. No. 57-2013, § 1, 6-10-2013; Res. No. 112-2013, § 1(Exh. A), 9-23-2013; Res. No. 86-2014, § 2(Exh. A), 9-20-2014 ; Res. No. 93-2015, § 1(Exh. A),

9-28-2015 ; Res. No. 84-2016, § 1(Exh. A), 9-12-2016 ; Res. No. 119-2017 , § 1(Exh. A), 9-25-2017; Res. No. 92-2018 , §§ 1—6, 9-24-2018; Res. No. 81-2019 , § 5, 9-23-2019)

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 9/9/2024 **Prepared by:** Ben Hogarth

Title of Item:

OPPOSITION TO DEP DEVELOPMENT PROPOSAL AT JONATHAN DICKINSON STATE PARK (RC):

RESOLUTION No. 93-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA OPPOSING ANY PROPOSAL BROUGHT FORWARD BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO CONVERT HUNDREDS OF ACRES OF CONSERVED LAND WITHIN JONATHAN DICKINSON STATE PARK INTO THREE PUBLIC GOLF COURSES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

On August 19, 2024, DEP announced the launch of its “Great Outdoors Initiative,” to expand public access and increase recreational use of state parks. However, one of the proposed developments within the initiative was to utilize over 600 acres of the 10,500 acre Jonathan Dickinson State Park for the installation of three (3) public golf courses. During the August 26, 2024, regular City Commission meeting, the City Commission directed staff to draft a resolution in opposition to the proposal. Although the project appears to have been withdrawn, the Commission can still adopt a resolution expressing the formal position of the City so that staff can provide it to the State if a similar issue comes up in the future.

Funding Source:

N/A

Recommended Action:

Motion approval of Resolution No. 93-2024.

ATTACHMENTS:

1. R93-2024 Opposing DEP Planned Development in Jonathan Dickinson State Park

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 93-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA OPPOSING ANY PROPOSAL BROUGHT FORWARD BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO CONVERT HUNDREDS OF ACRES OF CONSERVED LAND WITHIN JONATHAN DICKINSON STATE PARK INTO THREE PUBLIC GOLF COURSES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart is an environmentally conscious community that believes the protection of the natural environment and stewardship of environmentally sensitive lands is a fundamental priority of government; and

WHEREAS, according to the Florida Department of Environmental Protection's (DEP) official website, the mission of the State agency is to "protect, conserve, and manage the State's natural resources and enforce its environmental laws;" and

WHEREAS, Jonathan Dickinson State Park located within Martin County is a more than 10,500-acre park of potential national and historic significance, first designated in 1950 and named for a Quaker merchant whose vessel shipwrecked nearby in 1696; and

WHEREAS, the park includes sixteen distinct natural communities and rare environments such as coastal sand hills, upland lakes, and scrub forests, as well as the Loxahatchee River; and

WHEREAS, on August 19, 2024, DEP announced the launch of its "Great Outdoors Initiative," to expand public access and increase outdoor activities across Florida's state parks; and

WHEREAS, DEP's initiative included a solicited proposal by a private organization to utilize nearly 600 acres of Jonathan Dickinson State Park for the development of three (3) public golf courses including two 18-hole courses and one 9-hole golf course; and

WHEREAS, it is the sense of the City Commission of the City of Stuart that the preservation of environmentally sensitive lands and natural habitat serving the unique and diverse ecosystem within the park outweigh any potential benefits of public recreation and golf within the same area; and

WHEREAS, the City Commission of the City of Stuart opposes any initiative by DEP and the State of Florida to utilize precious conservation land in state parks for alternative recreational uses when those uses disturb, diminish, and imperil the existing natural environment.

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 Mayor and City Clerk to execute this Resolution in opposition of the Florida Department of Environmental Protection bringing forward any proposal to redevelop a portion of acreage within Jonathan Dickinson State Park as three public golf courses.

SECTION 2: Upon the Mayor's endorsement and execution by the City Clerk, this resolution may be transmitted to any party of interest at the direction of the City Manager, including but not limited to the Martin County legislative delegation.

SECTION 3: 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
CAMPBELL RICH, MAYOR				
CHRISTOPHER COLLINS, COMMISSIONER				
EULA R. CLARKE, COMMISSIONER				
LAURA GIOBBI, COMMISSIONER				
SEAN REED, COMMISSIONER				

ADOPTED this 9th day of September, 2024.

ATTEST:

_____
MARY R. KINDEL, MMC
CITY CLERK

_____
CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ.
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 9/9/2024 **Prepared by:** Lee Baggett

Title of Item:
RESCIND INTERLOCAL AGREEMENT WITH MARTIN COUNTY FOR TRAIN STATION (RC):

RESOLUTION No. 90-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RESCINDING THE INTERLOCAL AGREEMENT WITH MARTIN COUNTY, DATED DECEMBER 12, 2023, AUTHORIZING THE SUBMISSION OF A JOINT PROPOSAL TO BRIGHTLINE TRAINS LLC FOR THE DEVELOPMENT OF A TRAIN STATION IN DOWNTOWN STUART; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
Brightline Trains LLC ("Brightline") issued a Request for Proposals for a train station, i.e. the Treasure Coast Station Location Project No. 2023-TC-RFP ("RFP"), to be located in Martin or St. Lucie County.

On December 11, 2023, at the regular City Commission meeting, the City Commission adopted Resolution 120-2023, authorizing the entry of an Interlocal Agreement with Martin County providing the responsibilities of the parties in the submission of a joint proposal to Brightline for the development of a train station in downtown Stuart on Flagler Avenue. On December 12, 2023, Martin County also authorized the entry and execution of the Interlocal Agreement with the City of Stuart.

On December 20, 2023, Martin County and the City of Stuart submitted a joint proposal to Brightline consistent with the material terms of the Interlocal Agreement. On March 4, 2024, Brightline selected the joint proposal of Martin County and the City of Stuart above other proposals, including from the City of Fort Pierce, conditioned upon the agreement of Martin County and the City of Stuart to certain modifications and clarifications of the proposal. Martin County and the City of Stuart thereafter continued to negotiate material terms of an agreement for the development of a train station with Brightline.

On August 12, 2024, the City Commission approved Resolution no. 41-2024 authorizing the mayor to execute an Amended Interlocal Agreement with Martin County which memorialized negotiated terms between Martin County, the City of Stuart and Brightline.

On August 12, 2024, the City Commission also approved Resolution no. 52-2024 authorizing the City to enter into a long-term lease and development agreement with Brightline for the construction of a train station in downtown Stuart in accordance with the Amended Interlocal Agreement with Martin County. The City of Stuart and Brightline executed the Ground Lease Agreement, dated August 12, 2024, in accordance with the Amended Interlocal Agreement which included a long-term lease, development and operation of a train station on property located on Flagler Avenue in downtown Stuart.

On August 26, 2024, at the regular City Commission meeting, the City Commission directed City staff to prepare a resolution rescinding the Interlocal Agreement with Martin County dated December 12, 2023.

Funding Source:
N/A

Recommended Action:
Provide City staff with direction on Resolution No. 90-2024.

ATTACHMENTS:
1. R90-2024 Rescind ILA with MC re BL RFP
2. 120-2023

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 90-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RESCINDING THE INTERLOCAL AGREEMENT WITH MARTIN COUNTY, DATED DECEMBER 12, 2023, AUTHORIZING THE SUBMISSION OF A JOINT PROPOSAL TO BRIGHTLINE TRAINS LLC FOR THE DEVELOPMENT OF A TRAIN STATION IN DOWNTOWN STUART; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Brightline Trains LLC ("Brightline") issued a Request for Proposals for a train station, including parking, i.e. the Treasure Coast Station Location Project No. 2023-TC-RFP ("RFP"), to be located in Martin or St. Lucie County; and

WHEREAS, the City of Stuart and Martin County agreed to a collaborative effort in responding to Brightline's RFP for the purposes of bringing forth the development of a train station into the City of Stuart; and

WHEREAS, on December 11, 2023 at the regular City Commission meeting, the City Commission adopted Resolution 120-2023, authorizing the entry and execution of an Interlocal Agreement with Martin County providing the responsibilities of the parties in moving forward with

submitting a joint proposal to Brightline for a train station to be developed within the City of Stuart; and

WHEREAS, on December 12, 2023, Martin County also authorized the entry and execution of the Interlocal Agreement with the City of Stuart; and

WHEREAS, on December 20, 2023, Martin County and the City of Stuart submitted a joint proposal to Brightline consistent with the material terms of the Interlocal Agreement; and

WHEREAS, on March 4, 2024, Brightline selected the proposal from Martin County and the City of Stuart above other proposals, including from the City of Fort Pierce, conditioned upon the agreement of Martin County and the City of Stuart to certain modifications and clarifications of the proposal; and

WHEREAS, Martin County and the City of Stuart thereafter continued to negotiate the material terms of an agreement for the development of a train station with Brightline; and

WHEREAS, on August 12, 2024, the City Commission approved Resolution no. 41-2024 authorizing the mayor to execute an Amended Interlocal Agreement with Martin County which memorialized negotiated terms between Martin County, the City of Stuart and Brightline; and

WHEREAS, the Amended Interlocal Agreement was executed by the Mayor and submitted to Martin County; and

WHEREAS, on August 12, 2024, the City Commission also approved Resolution no. 52-2024 authorizing the City to enter into a long-term lease and development agreement with Brightline for the construction of a train station in downtown Stuart in accordance with the Amended Interlocal Agreement with Martin County; and

WHEREAS, the City of Stuart and Brightline executed the Ground Lease Agreement, dated August 12, 2024, which included a long-term lease, development, and operation of a train station on property located in downtown Stuart; and

WHEREAS, at the regular City Commission meeting on August 26, 2024, the City Commission directed City staff to prepare a resolution rescinding the Interlocal Agreement with Martin County dated December 12, 2023; and

WHEREAS, the City of Stuart properly noticed the proposed resolution to be heard at the regular City Commission meeting on September 9, 2024 during which the City Commission received a presentation, public comment and other evidence.

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

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

SECTION 2: The City Commission of the City of Stuart hereby rescinds the Interlocal Agreement with Martin County dated December 12, 2023.

SECTION 3: If any resolutions, or parts of resolutions, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions

SECTION 4: 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
CAMPBELL RICH, MAYOR				
EULA R. CLARKE, COMMISSIONER				
CHRISTOPHER COLLINS, COMMISSIONER				
LAURA GIOBBI, COMMISSIONER				
SEAN REED, COMMISSIONER				

ADOPTED this 9th day of September, 2024.

ATTEST:

_____	_____
MARY R. KINDEL, MMC	CAMPBELL RICH
CITY CLERK	MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 120-2023

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

* * * * *

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

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

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

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

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

SECTION 2: The City and County have drafted an interlocal agreement that provides for the assistance that will be given by Martin County for the passenger station.

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

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

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

	YES	NO	ABSENT	ABSTAIN
REBECCA S. BRUNER, MAYOR	Y			
CAMPBELL RICH, VICE MAYOR	Y			
EULA R. CLARKE, COMMISSIONER	Y			
CHRISTOPHER COLLINS, COMMISSIONER		N		
TROY MCDONALD, COMMISSIONER	Y			

ADOPTED this 11th day of December, 2023.

ATTEST:

MARY R. KINDEL 12/13/2023
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

Inst. # 3050722
Bk: 3412 Pg: 2277 Pages: 1 of 6
Recorded on:12/21/2023 11:13 AM Doc: AG
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: $52.50

INTERLOCAL AGREEMENT REGARDING JOINT PROPOSAL TO BRIGHTLINE TRAINS LLC FOR A TRAIN STATION AND PARKING GARAGE

This INTERLOCAL AGREEMENT ("Agreement"), dated December 12, 2023, is made by and among MARTIN COUNTY, Florida, a political subdivision of the State of Florida, 2401 S.E. Monterey Road, Stuart, FL 34996 (the "COUNTY"); and the CITY OF STUART, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994 (the "CITY").

WITNESSETH:

WHEREAS, Section 163.01 Fla. Stat. (2002), known as the Florida Interlocal Cooperation Act of 1969, provides a method for government entities to cooperate with each other on a basis of mutual advantage to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

WHEREAS, on November 25, 2018, the COUNTY entered into a settlement agreement with Brightline wherein the COUNTY was subject to the potential payment of 50% of the construction costs for a train station built in Martin County by Brightline within 5 years of commencement of Brightline's passenger revenue train service. The CITY was not a party to the settlement agreement; and

WHEREAS, Brightline issued a Request for Proposals for a Train Station including parking, i.e. the Treasure Coast Station Location Project No. 2023-TC-RFP, (hereinafter "RFP") to be located in Martin or St. Lucie County with a December 22, 2023 deadline; and

WHEREAS, the CITY and the COUNTY have agreed to submit a joint proposal to Brightline for a Train Station, Parking Garage, railroad infrastructure, and other infrastructure necessary for compliance with development regulations (hereinafter "Project") to be located on property currently owned by the COUNTY located within the municipal boundaries of the CITY and as more particularly described in Exhibit "A" which is attached hereto and incorporated herein; and

WHEREAS, the CITY and COUNTY have agreed to jointly seek Federal, State and other grants for the Project; and

WHEREAS, the COUNTY retained, at its sole cost and expense, Treasure Coast Regional Planning Council to prepare a proposal for the Project on behalf of the CITY and COUNTY for the Brightline RFP.

WHEREAS, the COUNTY and CITY, recognizing the importance of efficient transportation infrastructure and the need to enhance public accessibility, have acknowledged that a collaborative effort in the establishment and maintenance of a train station and parking garage would result in significant public benefits, improving the quality of life for residents and fostering economic development within the community.

NOW THEREFORE, in consideration of the mutual benefits, the parties do hereby agree as follows:

A. The COUNTY and CITY agree to submit a joint response to the RFP on or before December 22, 2023.

B. If Brightline selects the CITY/COUNTY proposal, the parties agree as follows:

1. The COUNTY agrees to convey to the CITY a parcel of land more particularly described in Exhibit "A" to be used for the Project.

2. The CITY agrees to provide fifty-four (54) parking spaces for public use within .25 mile from the Martin County Courthouse. Such spaces represent the number of parking spaces currently located on the property to be conveyed by the COUNTY to the CITY. The parties agree that these spaces can include on street parking as well as parking behind the water treatment facility on Stypman Blvd that currently exist.

3. The CITY agrees to negotiate and enter into a long-term lease agreement with Brightline for the construction and operation of the Project on the subject property.

4. Pursuant to the aforementioned settlement agreement with Brightline, the COUNTY agrees to pay 50% of the construction costs of the Train Station.

5. The CITY agrees to pay for the construction costs of the Parking Garage necessary to meet the criteria set forth in the RFP.

6. The COUNTY and CITY agree to cooperate in applying for Federal, State or other grants to offset the costs of the Project. If the CITY and/or COUNTY are successful in obtaining any grant funds for the Project, the funds will be distributed as follows: (1) as to the Train Station, the cost of which is to be shared between the COUNTY and Brightline on an equal basis, their obligations shall be reduced on an equal basis; and (2) as for the Parking Garage, the CITY's monetary obligations for the construction costs of the Parking Garage shall be reduced by any grant funds received for the Parking Garage portion of the Project. When applying for any grant(s) from federal, state and/or other granting agencies, the CITY and COUNTY shall ensure that all eligible components of the Project are included in the application(s), and they will make reasonable efforts to file any grant application(s) jointly whenever possible.

7. This Agreement shall become effective upon execution by both parties and filing with the Clerk of the Circuit Court for Martin County.

8. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable for the remainder of this agreement, then the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

9. This Agreement shall not be construed to inure to the benefit of or to invest rights in any third parties and shall inure only to the benefit of the parties hereto.

10. Any notice, request, demand, consent approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are:

COUNTY

County Administrator
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996

Required Copy to:

County Attorney
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996

CITY

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

Required Copy to:

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

Notice given in accordance with the provision of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered if mailed.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the date, month and year set forth below.

ATTEST:

CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

December 12, 2023
Date

BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

HAROLD E. JENKINS II, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

For SARAH W. WOODS, COUNTY ATTORNEY

ATTEST:

MARY R. KINDEL, CITY CLERK

CITY OF STUART, FLORIDA

REBECCA S. BRUNER, MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

LEE J. BAGGETT, ESQ. CITY ATTORNEY

December 11, 2023
Date

EXHIBIT A

City of Stuart

Mary R. Kindel | City Clerk
121 SW Flagler Ave. Stuart, FL 34994
Phone: 772.288.5306

December 14, 2023

Ms. Sarah Woods
County Attorney
2401 SE Monterey Road
Stuart, FL 34996

RE: Interlocal Agreement Regarding Joint Proposal to Brightline for a Train Station and Parking Garage

Dear Ms. Woods,

Please find attached a copy of Resolution No. 120-2023 and the original Interlocal Agreement between the City of Stuart and Martin County regarding the Joint Proposal to Brightline Trains, LLC for a Train Station and Parking Garage.

Respectfully, we request the Agreement to be executed by Chairman, Harold Jenkins, Clerk of the Court, Carolyn Timmann, and yourself. Upon completion, please record the agreement and return the original back to my attention.

Mary Kindel, City Clerk
121 SW Flagler Avenue
Stuart, FL 34994

Please do not hesitate to contact me if you have any questions or comments. Thank you.

Sincerely,

Mary R. Kindel
City Clerk

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 9/9/2024 **Prepared by:** Lee Baggett

Title of Item:
RESCIND GROUND LEASE AGREEMENT WITH BRIGHTLINE TRAINS FLORIDA, LLC (RC):

RESOLUTION No. 92-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RESCINDING THE GROUND LEASE AGREEMENT WITH BRIGHTLINE TRAINS FLORIDA, LLC, DATED AUGUST 12, 2024, PROVIDING FOR THE LONG-TERM LEASE OF PROPERTY AND CONSTRUCTION OF A TRAIN STATION IN DOWNTOWN STUART ON FLAGLER AVENUE; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
Brightline Trains LLC ("Brightline") issued a Request for Proposals for a train station, i.e. the Treasure Coast Station Location Project No. 2023-TC-RFP ("RFP"), to be located in Martin or St. Lucie County.

On December 11, 2023, at the regular City Commission meeting, the City Commission adopted Resolution 120-2023, authorizing the entry of an Interlocal Agreement with Martin County providing the responsibilities of the parties in the submission of a joint proposal to Brightline, which included among other terms, that the city of Stuart negotiate and enter into a long-term lease agreement with Brightline for the construction and operation of a train station in downtown Stuart on Flagler Avenue. On December 12, 2023, Martin County also authorized the entry and execution of the Interlocal Agreement with the City of Stuart.

On December 20, 2023, Martin County and the City of Stuart submitted a joint proposal to Brightline consistent with the material terms of the Interlocal Agreement. On March 4, 2024, Brightline selected the joint proposal of Martin County and the City of Stuart above other proposals, including from the City of Fort Pierce, conditioned upon the agreement of Martin County and the City of Stuart to certain modifications and clarifications of the proposal. Martin County and the City of Stuart thereafter continued to negotiate material terms of an agreement for the development of a train station with Brightline.

On August 12, 2024, the City Commission approved Resolution no. 41-2024 authorizing the mayor to execute an Amended Interlocal Agreement with Martin County which memorialized negotiated terms between Martin County, the City of Stuart and Brightline.

On August 12, 2024, the City Commission also approved Resolution no. 52-2024 authorizing the City to enter into a long-term lease and development agreement with Brightline for the construction of a train station in downtown Stuart in accordance with the Amended Interlocal Agreement with Martin County. The City of Stuart and Brightline executed the Ground Lease Agreement, dated August 12, 2024, in accordance with the Amended Interlocal Agreement which included a long-term lease, development and operation of a train station on property located on Flagler Avenue in downtown Stuart.

On August 26, 2024, at the regular City Commission meeting, the City Commission directed City staff to prepare a resolution rescinding the Ground Lease Agreement with Brightline dated August 12, 2024.

Funding Source:
N/A

Recommended Action:
Provide direction to City Staff on Resolution 92-2024.

ATTACHMENTS:
1. R92-2024 Rescind Ground Lease Agmt -Brightline
2. 052-2024
3. Ground Lease Agreement- Fully Executed

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 92-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RESCINDING THE GROUND LEASE AGREEMENT WITH BRIGHTLINE TRAINS FLORIDA, LLC, DATED AUGUST 12, 2024, PROVIDING FOR THE LONG-TERM LEASE OF PROPERTY AND CONSTRUCTION OF A TRAIN STATION IN DOWNTOWN STUART ON FLAGLER AVENUE; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Brightline Trains LLC ("Brightline") issued a Request for Proposals for a train station, including parking, i.e. the Treasure Coast Station Location Project No. 2023-TC-RFP ("RFP"), to be located in Martin or St. Lucie County; and

WHEREAS, the City of Stuart and Martin County agreed to a collaborative effort in responding to Brightline's RFP for the purposes of bringing forth the development of a train station into the City of Stuart; and

WHEREAS, on December 11, 2023 at the regular City Commission meeting, the City Commission adopted Resolution 120-2023, authorizing the entry and execution of an Interlocal Agreement with Martin County providing the responsibilities of the parties in moving forward with submitting a joint proposal to Brightline, which included among other terms, that the City of Stuart

negotiate and enter into a long-term lease agreement with Brightline for the construction and operation of a train station in downtown Stuart; and

WHEREAS, on December 12, 2023, Martin County also authorized the entry and execution of the Interlocal Agreement with the City of Stuart; and

WHEREAS, on December 20, 2023, Martin County and the City of Stuart submitted a joint proposal to Brightline consistent with the material terms of the Interlocal Agreement; and

WHEREAS, on March 4, 2024, Brightline selected the proposal from Martin County and the City of Stuart above other proposals, including from the City of Fort Pierce, conditioned upon the agreement of Martin County and the City of Stuart to certain modifications to and clarifications of the joint proposal; and

WHEREAS, Martin County and the City of Stuart thereafter continued to negotiate the material terms of an agreement for the development of a train station with Brightline; and

WHEREAS, on August 12, 2024, the City Commission approved Resolution no. 41-2024 authorizing the mayor to execute an Amended Interlocal Agreement with Martin County which memorialized negotiated terms between Martin County, the City of Stuart and Brightline; and

WHEREAS, on August 12, 2024, the City Commission also approved Resolution no. 52-2024 authorizing the City to enter into a long-term lease and development agreement with Brightline for the construction of a train station in downtown Stuart in accordance with the Amended Interlocal Agreement with Martin County; and

WHEREAS, the City of Stuart and Brightline executed the Ground Lease Agreement, dated August 12, 2024, which included a long-term lease, development, and operation of a train station on property located in downtown Stuart;

WHEREAS, at the regular City Commission meeting on August 26, 2024, the City Commission directed City staff to prepare a resolution rescinding the Ground Lease Agreement with Brightline; and

WHEREAS, the City of Stuart properly noticed the proposed resolution to be heard at the regular City Commission meeting on September 9, 2024 during which the City Commission received a presentation, public comment and other evidence.

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

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

SECTION 2: The City Commission of the City of Stuart hereby rescinds the Ground Lease Agreement with Brightline dated August 12, 2024.

SECTION 3: If any resolutions, or parts of resolutions, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions

SECTION 4: 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
CAMPBELL RICH, MAYOR				
EULA R. CLARKE, COMMISSIONER				
CHRISTOPHER COLLINS, COMMISSIONER				
LAURA GIOBBI, COMMISSIONER				
SEAN REED, COMMISSIONER				

ADOPTED this 9th day of September, 2024.

ATTEST:

_____	_____
MARY R. KINDEL, MMC	CAMPBELL RICH
CITY CLERK	MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 52-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING THE CITY TO ENTER INTO A LONG-TERM LEASE AND DEVELOPMENT AGREEMENT WITH BRIGHTLINE TRAINS, LLC. FOR THE CONSTRUCTION OF A PASSENGER RAIL STATION ON FLAGLER AVENUE IN ACCORDANCE WITH THE AMENDED INTERLOCAL AGREEMENT ENTERED BETWEEN THE CITY OF STUART AND MARTIN COUNTY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

WHEREAS, Brightline Trains LLC ("Brightline") issued a Request for Proposals for a train station, including parking, i.e. the Treasure Coast Station Location Project No. 2023-TC-RFP ("RFP"), to be located in Martin or St. Lucie County; and

WHEREAS, the City of Stuart and Martin County, recognizing the importance of efficient transportation infrastructure and the need to enhance public accessibility, have acknowledged that a collaborative effort in the establishment of a train station would result in significant public benefits, improving the quality of life for residents and fostering economic development within the community; and

WHEREAS, the City of Stuart and Martin County entered into an Interlocal Agreement on December 12, 2023, in which they agreed to submit a joint proposal in response to Brightline's RFP; and

WHEREAS, the City of Stuart and Martin County jointly filed a response to the RFP and were notified by Brightline on March 4, 2024, that the proposal had been selected conditioned upon clarifications as set forth in the correspondence which included amending a Settlement Agreement between Brightline and Martin County which was entered in 2018; and

WHEREAS, the Brightline and the City have prepared a long-term land Lease and Development Agreement in accordance with the Amended Interlocal Agreement between Martin County and the City of Stuart. The Interlocal Agreement provides the land and the funding structure for the project; and

WHEREAS, the City of Stuart desires to enter a long-term Triple Net Land Non-Subordinated Land Lease and Development Agreement for the property with Brightline Trains, LLC for the construction of a passenger rail station located on Flagler Avenue; and

WHEREAS, in accordance with the Request for Proposals published by Brightline Trains, LLC, as well as the Amended Interlocal Agreement entered between the City of Stuart and Martin County, the City of Stuart will provide funding for a passenger rail station of approximately ten thousand square feet (+/-); 200 parking spaces; railroad improvements necessary for the station, as well as all necessary infrastructure to meet the development requirements for the project; and

WHEREAS, the installation of a passenger rail system in the City in accordance with the long term of objectives of its Comprehensive Plan will provide significant public benefit to the City residents, its visitors and the entire Treasure Coast.

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

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

SECTION 2: The City of Stuart and Brightline Trains, LLC have drafted a long-term Lease and Development Agreement that provides clarification as to the terms and responsibilities of the parties in the furtherance of their joint effort for the development of a train station within the boundaries of the City of Stuart.

SECTION 3: The City Commission authorizes the Mayor to execute a Triple Net Non-Subordinated Land Lease for the development of the property which will be dedicated to the City for public use with Brightline, or its subsidiary. A condition precedent to the Mayor executing the Agreement is the adoption of the Amended Interlocal Agreement referenced in Resolution 41-2024 by both the City of Stuart and Martin County.

SECTION 4: This Resolution shall become effective immediately upon Martin County's ratification of the Amended Interlocal Agreement adopted by the City Commission in Resolution 41-2024. In the event that Martin County does not adopt and ratify the Amended Interlocal Agreement, this Resolution shall be void.

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

	YES	NO	ABSENT	ABSTAIN
REBECCA S. BRUNER, MAYOR	Y			
CAMPBELL RICH, VICE MAYOR	Y			
EULA R. CLARKE, COMMISSIONER	Y			
CHRISTOPHER COLLINS, COMMISSIONER			ABSENT	
TROY MCDONALD, COMMISSIONER	Y			

ADOPTED this 12th day of August, 2024.

ATTEST:

MARY R. KINDEL, MMC 8/13/2024
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD

GROUND LEASE AGREEMENT

Between

THE CITY OF STUART, FLORIDA, a Florida municipal corporation

and

BRIGHTLINE TRAINS FLORIDA LLC, a Delaware limited liability company

Date: August 12, 2024

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "**Agreement**") is entered into by the **CITY OF STUART, FLORIDA**, a Florida municipal corporation (the "**City**") and **BRIGHTLINE TRAINS FLORIDA LLC**, a Delaware limited liability company ("**Tenant**").

RECITALS:

WHEREAS, on October 26, 2023, Tenant issued a request for proposals (the "**RFP**") for a Treasure Coast Brightline Station that would be located in either Martin or St. Lucie County.

WHEREAS, on December 20, 2023, the City and Martin County (the "**County**") responded to Tenant's RFP (the "**Proposal**").

WHEREAS, on March 4, 2024, Tenant notified the City and the County that their Proposal was selected for award and that Tenant would commence final negotiations and intended to enter into definitive agreement(s) with the City and/or the County, as applicable.

WHEREAS, Tenant has constructed and is operating a privately owned, high-speed passenger railway system with passenger train stations in Miami, Aventura, Fort Lauderdale, Boca Raton, West Palm Beach, and Orlando (the "**System**").

WHEREAS, Policy 2.A10.2 and Policy 2.A10.3 of the Comprehensive Plan adopted by the City of Stuart states that the City shall continue to encourage the expansion of passenger rail service with a particular emphasis on developing downtown Stuart as a transportation hub. Further, the City of Stuart shall actively support the reestablishment of passenger rail service on the Florida East Coast (FEC) Railroad right-of-way, including the construction of a downtown rail station/transportation depot, preferably on Flagler Avenue between East Ocean Boulevard and Martin Luther King Jr. Boulevard.

WHEREAS, as part of the System, Tenant has made substantial investments to upgrade and build necessary infrastructure and acquired ten train sets that operate on the System.

WHEREAS, Tenant is prepared to add an additional station in the City of Stuart, Florida, on the Parcel (as defined below) and provide passenger train service as set forth in this Agreement.

WHEREAS, the City desires, and Tenant has agreed (subject to funding commitments made by the City), to design and construct a passenger train station and two hundred parking spaces, at Tenant's options, a parking garage, surface parking, or combination of garage and surface parking will be utilized to meet the parking requirement, on the Parcel as well rail infrastructure and station platform on the FEC Corridor and Passenger Easement (each as defined below) (collectively the "**Project**"), pursuant to the terms and conditions set forth herein.

WHEREAS, as set forth in the Proposal, the City wishes to lease the Parcels to Tenant on the terms and conditions set forth in this Agreement.

WHEREAS, the County and the Tenant (formerly known as Brightline Trains LLC) have or are expected to enter into an amendment (the "**Settlement Agreement Amendment**") to that certain Settlement Agreement, dated as of November 25, 2018, among the County, Citizens Against Rail Expansion in Florida and Brightline Trains LLC (the "Settlement Agreement"). The parties recognize that the City is not a party to the Settlement Agreement.

WHEREAS, the City Commission directed the Mayor to execute the Ground Lease Agreement conditioned upon the County participating in the project by providing the County portion of the funding as described in the interlocal agreement as well as the land described therein. In the event that the County does not provide the funding or said land, the parties to this agreement acknowledge that the City cannot be expected to perform its obligations hereunder.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Settlement Agreement Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Tenant agree as follows:

AGREEMENT:

1. **Agreement of Parcels**. The City hereby leases to Tenant, and Tenant leases from the City, the Parcels, subject to the terms and conditions of this Agreement. The parties acknowledge that Exhibit A sets forth a sketch of the Parcels and not a legal description. Tenant will promptly (and, except to the extent delayed due to Force Majeure, within ninety (90) days of the Agreement Commencement Date (as defined below)) provide the City with a boundary survey of the Parcel prepared and certified by a professional land surveyor licensed by the State of Florida and setting forth a legal description of the Parcels. Such legal description shall automatically replace the sketch set forth on Exhibit A. For a period of ninety (90) days beginning upon finalization of the legal description, Tenant shall have the right, but not the obligation, to perform geotechnical, environmental, and other diligence activities on the Parcels. To the extent that the results of such diligence are not reasonably satisfactory to Tenant, Tenant may terminate this Agreement with no liability by notice to the City within fifteen (15) days of the end of such due diligence period, in which case this Agreement shall automatically terminate. Tenant is currently preparing a Rail Traffic Controller ("RTC") model that will be shared with Florida East Coast Railway, L.L.C. ("FECR"). The RTC model is required to show that the addition of the Train Station and the Rail Infrastructure on the System does not unreasonably interfere with the movement of Tenant's and FECR's trains on the System. If Tenant has not been successful with the RTC Model on or before March 15, 2025, Tenant may terminate the Lease with no liability by notice to the City within fifteen (15) days of the end of such period, in which case this Agreement shall automatically terminate., in which case this Agreement shall automatically terminate. To the extent Tenant accesses the Parcels prior to the Parcel Acceptance Date as contemplated in this Section 1, it shall, or shall cause its agents to, carry the following insurance: (i) commercial general liability insurance (occurrence form) with primary limits of not less than $1,000,000 for each occurrence and $2,000,000 general aggregate for parties performing primarily visual inspections, with an insurance company with an A.M. Best's rating of no less than A/VIII, which, among other things, shall provide commercial general liability coverage, contractual liability coverage, coverage for third party bodily injury (including death), coverage for third party property damage (including loss of use thereof), coverage

for ongoing and completed operations, and personal and advertising injury coverage for Tenant and its agents; (ii) worker's compensation covering statutory benefits as required by law and employer's liability insurance with limits of not less than $1,000,000 for each employee and policy limit for bodily injury by disease; and (iii) commercial automobile liability coverage having a combined single limit for third party bodily injury and property damage of $1,000,000 for each accident. Tenant agrees to name the City as an additional insured thereunder and the certificate of insurance shall reference this Ground Lease Agreement with the City. Tenant shall deliver the City a copy of its (or its agent's) certificate of insurance for such insurance prior to its or its agent's entry upon the Parcel. The following Exhibits are attached to this Agreement and are a part of this Agreement.

Exhibit A – Sketch or Legal Description of the Parcels

Exhibit B – Leasehold Mortgagee Provisions

Exhibit C – Memorandum of Agreement

Exhibit D – Draw Request Form

Exhibit E – Construction Plan Review and Completion Process

Exhibit F – Temporary Construction Site

2. **Absolute Triple Net Unsubordinated Ground Lease**. It is the intent of the parties that this Agreement shall provide for Absolute Net Rent. In addition to any "rent" payments and beginning on the Parcel Acceptance Date, continuing throughout the Initial Term and any Renewal Terms, Tenant shall pay, before they become delinquent, all Taxes. "Taxes" as used herein, means all real property taxes, rates, duties and assessments, local improvement taxes, whether a general or special, that are levied, rated, charged or assessed against the Parcels or any part thereof, and any and all Sales or Use Taxes due on Rent to the City from time to time by any lawful taxing authority, whether Federal, State, Municipal, School or otherwise, and any and all taxes which are imposed in lieu of, or in addition to any such real property taxes whether of the foregoing character or not and whether in existence at the commencement date. Further, Tenant agrees to remain solely responsible for the operation and maintenance of all improvements on the property as well as the landscaping and real property itself.

3. **Defined Terms**. Terms used in this Agreement are defined in the Recitals, in the sections where they are first used or have the meanings set forth below.

3.1. **Affiliate**. With respect to any person, any entity or individual that, directly or indirectly, through one or more intermediaries, (a) has a ten percent (10%) or more voting or economic interest in such person or (b) controls, is controlled by, or is under common control with such person. For purposes hereof, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting shares, by contract or otherwise.

3.2. **Agreement**. Agreement is defined in the Preamble.

3.3. **Agreement Commencement Date**. The date this Agreement goes into effect pursuant to Section 5 of this Agreement.

3.4. **Agreement Year**. The 12-month period commencing on the Parcel Acceptance Date and ending on the day immediately preceding the first anniversary of the Parcel Acceptance Date, and each successive 12-month period thereafter during the Term.

3.5. **Approved Site Plan**. Approved Site Plan is defined in Section 15.2 hereof.

3.6. **Approved Plans**. Approved Plans is defined in Section 18.2 hereof.

3.7. **Assignee**. Assignee is defined in Section 26.2 hereof.

3.8. **Assignment**. Assignment is defined in Section 26.2 hereof.

3.9. **Attorneys' Fees**. All reasonable attorneys' fees and expenses and costs, including, without limitation, all in-house attorneys' fees, and all fees, taxes, costs and expenses incident to trial, appellate, bankruptcy and post-judgment proceedings.

3.10. **Business Day**. Any day other than a Saturday, Sunday, a national holiday or a day the City's City Hall is not open for business.

3.11. **Calendar Year**. A 12-month period beginning on January 1 and ending on December 31 of the same year.

3.12. **CERCLA**. CERCLA is defined in Section 21.1.1 hereof.

3.13. **Changes**. Changes is defined in Section 18.12 hereof.

3.14. **Charges**. Charges is defined in Section 12 hereof.

3.15. **City**. City is defined in the Preamble.

3.16. **City Code**. The Charter and Code of Ordinance of the City of Stuart.

3.17. **City Funding Commitment**. An amount equal to forty five million Dollars ($45,000,000). The commitment is intended to provide up to $45,000,000 but shall be limited to the actual cost of the Project or $45,000,000.00 which ever is greater.

3.18. **City Representative**. City Representative is defined in Section 18.10.

3.19. **County**. County is defined in the Recitals.

3.20. **Default Rate**. The rate of interest that is three (3%) percent over the "Prime Rate" published in the Wall Street Journal "Money Rates" section on a daily basis (or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the parties acting reasonably) or any similar release by the Federal Reserve Board (as determined by the parties acting reasonably), not to exceed the statutory rate of usury).

3.21. **Draw Request**. Draw Request is defined in Section 18.8.1 hereof.

3.22. **EPA**. EPA is defined in Section 21.1.2 hereof.

3.23. **Event of Default**. Event of Default is defined in Section 27 hereof.

3.24. **FEC Corridor**. The rail corridor owned by Florida East Coast Railway, L.L.C. and described in the Passenger Easement.

3.25. **Force Majeure**. Any act of terrorism, insurrection, riot or civil commotion, blockade or embargo, epidemics, pandemics, or quarantine, fire, explosion, or flood, an official or unofficial strike, lockout, go-slow, or other labor dispute, act of God, inability to obtain labor or materials due to governmental restrictions, riot, war, violent act of foreign enemy or armed conflict, named windstorm, in the case of Tenant, any act of the City that limits or suspends access for train passengers to the Train Station or the Parking Area, a change in applicable Governmental Requirements that occurs after the effective date of this Agreement that, in each case, has a material adverse effect on a party's ability to perform its obligations hereunder.

3.26. **General Contractor**. Tenant's general contractor(s) for the construction of the Project.

3.27. **Good Industry Practice**. The exercise of the degree of skill, diligence and prudence which would reasonably and ordinarily be expected from time to time from a skilled and experienced designer, engineer, construction contractor, manager, operator or developer (as applicable) seeking in good faith to comply with its contractual obligations, complying with all applicable laws and Governmental Approvals, and using accepted design and construction, or operation and maintenance, standards and criteria normally used on similar projects in the State of Florida.

3.28. **Governmental Approval**. Any license, permit, certificate, consent, authorization, or other document issued or approved by a Governmental Authority (whether required by Governmental Requirement or by the terms of this Agreement).

3.29. **Governmental Authority**. Any federal, state, county, municipal (including the City) or other governmental department, entity, authority, board, bureau, court, agency, or any instrumentality of any of them.

3.30. **Governmental Requirement**. Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, order, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued, including the City Code.

3.31. **Hazardous Substances**. Hazardous Substances is defined in Section 21.1.2 hereof.

3.32. **Initial Renewal Term**. Initial Renewal Term is defined in Section 6.2 hereof.

3.33. **Initial Term**. Initial Term is defined in Section 6.1 hereof.

3.34. **Leasehold Estate**. The leasehold rights granted to Tenant under this Agreement which does not include City's fee interest in the Parcels.

3.35. **Leasehold Improvements**. The Train Station, Parking Area improvements and other vertical and horizontal improvements constructed on the Parcels.

3.36. **Leasehold Mortgage**. A mortgage or mortgages or other similar security agreements given to any Leasehold Mortgagee of the Leasehold Estate, and shall be deemed to include any mortgage or trust indenture under which Tenant's Leasehold Estate shall have been encumbered subject to the terms and provisions in this Agreement and any agreement entered into between the City and the Leasehold Mortgagee.

3.37. **Leasehold Mortgagee**. Any unaffiliated third party public or private lending source or institution, federal, state, county or municipal governmental agency or bureau, bank, savings and loan, pension fund, insurance company, real estate investment trust, tax credit syndication entity, or other real estate investment or lending entity, savings bank, whether local, national or international, that is or becomes the holder, mortgagee or beneficiary under any Leasehold Mortgage and the successors or assigns of such holder, mortgagee or beneficiary, and shall be deemed to include, without limitation, the trustee under any such trust indenture and the successors or assigns of such trust.

3.38. **Lien**. Lien is defined in Section 20.4 hereof.

3.39. **Losses**. Any and all claims, demands, losses, liabilities (including strict liability), damages, injuries, expenses, fees (including Attorneys' Fees for defense and any award by a court to an opposing party), and costs (including costs of settlement or judgment) of any and every kind whatsoever paid, incurred, suffered by, or asserted against the City by any person, entity or Governmental Authority (exclusive of consequential, punitive, or special damages).

3.40. **Not Materially Damaged**. Not Materially Damaged is defined in Section 24.1 hereof.

3.41. **Other Taxes**. Other Taxes is defined in Section 11.2 hereof.

3.42. **Parcel(s)**. The City owned land described on Exhibit A attached hereto and made a part hereof.

3.43. **Parcel Acceptance Date**. The date on which Tenant has accepted the Parcel as contemplated in Section 1.

3.44. **Parking Area**. At Tenant's option, a structured parking garage, surface parking, or combination of garage and surface parking, inclusive of all necessary components, to be constructed on a portion of the Parcel as further described in Section 17.1.

3.45. **Passenger Easement.** Passenger Easement is defined in Section 35.2.6 hereof.

3.46. **Permitted Use**. The Parcel may be used for (a) the construction, maintenance and operation of the Train Station, including, but not limited to, the embarking and disembarking of passengers (onto and off of the train) from and on to the platform, ticketing, security screening, passenger waiting lounges, restrooms, other uses contemplated in Section 14.1.1, and accessory uses, including without limitation, food and beverage sales (including alcohol), newsstands, cafes or coffee shops, passenger pick up and drop off at the Train Station, advertisements, parking for

bicycles or other motorized and non-motorized transportation instruments, rental car services, private events, dry cleaning drop off and pickup, or concierge services, all of which are ancillary uses which are incidental to the operation of the Train Station, subject to Section 14.1.1; and (b) the construction, maintenance and operation of a Parking Area and, if the Parking Area is a garage, ground level retail that includes parking for the Train Station customers and the general public, and spaces for rental cars designated in accordance with Section 17.1; in each case, subject to Section 14.1.2. Signage and naming rights in accordance with Governmental Requirements are permitted to the extent in compliance with Section 16.2.

3.47. **Plans**. Plans is defined in Section 18.1 hereof.

3.48. **Project**. Project is defined in the Recitals.

3.49. **Project Costs**. Project Costs means all costs associated with the Project, including but not limited to, design, engineering, procurement, project management, construction, utility work, environmental, permitting, legal, construction-period insurance, testing and commissioning of the Project hereunder (whether incurred before or after the Effective Date), the other work performed by Tenant hereunder.

3.50. **Proposal**. Proposal is defined in the Preamble.

3.51. **Rail Infrastructure**. The switches, sidings, turnouts, crossovers, ballast, rail, signals, communications, and other rail infrastructure to be constructed by Tenant in order to permit train to stop at the Train Station.

3.52. **Real Property Taxes**. Real Property Taxes is defined in Section 11.1 hereof.

3.53. **Recognition Agreement**. Recognition Agreement is defined in Section 20.1.1 hereof.

3.54. **Reconstruction Work**. Reconstruction Work defined in Section 24.3.1 hereof.

3.55. **Renewal Term**. Renewal Term is defined in Section 6.2 hereof.

3.56. **Rent**. All Minimum Rent (pursuant to Section 8 hereof) and Additional Rent (pursuant to Section 9 hereof) due under this Agreement.

3.57. **Repairs**. Repairs is defined in Section 19.4 hereof.

3.58. **RFP**. RFP is defined in the Recitals.

3.59. **Settlement Agreement Amendment**. Settlement Agreement Amendment is defined in the Recitals.

3.60. **Settlement Effective Date.** The effective date of the Settlement Agreement Amendment – version expected to be adopted in August/September, 2024.

3.61. **Taking**. Taking is defined in Section 25.1 hereof.

3.62. **Tenant**. Tenant is defined in the Preamble.

3.63. **Term**. The Initial Term of the Agreement plus any exercised Renewal Term.

3.64. **Train Station**. A Tenant passenger train station located on the Parcel which will be integrated into the System.

3.65. **Work**. Work is defined in Section 18.4 hereof.

4. **Rules of Construction**.

4.1. **City.** The term "**City**," as specified or required by the context, means the City of Stuart (including all departments or employees) acting in any capacity, including without limitation, its proprietary, governmental, corporate, or other capacity.

4.2. **No Waiver of Regulatory Powers**. The City cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval, governmental or enforcement rights and obligations as it may relate to regulations which may govern the Parcel, any operations at the Parcel or any other matter that falls within the City's governmental powers. Nothing in this Agreement shall be deemed or interpreted to create an affirmative duty of the City to abrogate or relinquish its sovereign right to exercise its police powers and governmental powers by approving, disapproving, or taking or electing not to take any other action in accordance with its City Code and all other Governmental Requirements or the exercise of its governmental authority. Nothing in this Agreement is intended to be or shall be considered contract zoning or a limitation of the City's governmental authority.

4.3. **Approvals and Consents.** Any approval or consent required from the City as landlord in this Agreement shall be given or denied at the City's sole discretion, unless expressly stated to the contrary. In those instances where a Governmental Approval is required from the City, the approval will be granted or denied in accordance with applicable Governmental Requirements, practices and procedures, including the exercise of discretion as required or appropriate. Nothing in this Agreement shall be deemed an approval or waiver by the City when acting as a Government Entity.

5. **Agreement Commencement Date**. The Agreement Commencement Date will be the date that is the later of (a) the date this Agreement has been signed by the City and Tenant and (b) the Settlement Effective Date. To the extent the Settlement Effective Date does not occur by October 15, 2024; Tenant may, by notice to the City, either terminate this Agreement or confirm that the Agreement Commencement Date shall be deemed to have occurred.

5.1. **Litigation**. If any litigation is instituted by a third party as a result of the City's approval of this Agreement or of the development contemplated by this Agreement, City shall promptly notify Tenant and, in such notification, state whether it intends to defend such litigation or to provide Tenant the option to defend such litigation on its behalf. In the latter case, Tenant shall notify the City within thirty (30) days whether it intends to pursue such defense. So long as either party is defending such litigation, the parties shall reasonably cooperate in connection with such defense. Upon either (a) the decision by both parties not to pursue the defense of such litigation or (b) a final non-appealable decision invalidating this Agreement, this Agreement shall automatically terminate. In addition, to the extent that litigation is instituted by a third party as a result of the County's approval of the Settlement Agreement Amendment and the Settlement Agreement Amendment is found to be

invalid due to a decision by the County and Tenant not to defend such litigation or by a final non-appealable judgement, Tenant shall have the option to terminate this Agreement within thirty (30) days of such determination.

6. **Agreement Term.**

6.1. **Initial Term.** The first Term of the Agreement, which will begin on the Parcel Acceptance Date and end forty (40) years thereafter (the "**Initial Term**").

6.2. **Renewal Terms.** Tenant shall have the option to extend the Term for one additional renewal term of forty (40) years (the "**Initial Renewal Term**") by giving written notice to the City of Tenant's election to extend the Term at least one (1) year prior to the expiration of the Initial Term but no earlier than four (4) years prior to the expiration of the Initial Term. Tenant shall have the right to exercise the option to extend so long as no default or Event of Default exists at the time of such exercise and at the time of renewal. Thereafter, Tenant shall be entitled to request, subject to the City's approval, to extend the Term for up to two successive renewal terms of twenty (20) years each at least one (1) year prior to the expiration of the Renewal Term but no earlier than four (4) years prior to the expiration of the applicable Renewal Term (each such renewal term, together with the Initial Renewal Term, each a "**Renewal Term**"). A Renewal Term shall only commence to the extent no Event of Default exists and is continuing at the start of such Renewal Term. Any extension of the Term shall be on the same terms and conditions set forth in this Agreement, including the Minimum Rent requirements set forth below.

6.3. **Possession Date.** The City shall deliver possession of the Parcel to Tenant on the Parcel Acceptance Date; *provided* that the City shall provide Tenant with access to the Parcel prior to the Parcel Acceptance Date as contemplated in Section 1. Other than the right and obligations of Tenant set forth in Sections 1 and 5, the rights and obligations of Tenant hereunder shall commence as of the Parcel Acceptance Date.

7. **Payment of Rent.** During the Term, Tenant shall pay City Minimum Rent and Additional Rent, as defined in Sections 8 and 9 below. Minimum Rent and Additional Rent are collectively referred to as "**Rent.**" All payments of Rent due under this Agreement shall be delivered to the City at the following address:

City Manager
City of Stuart Financial Services Director
121 Southwest Flagler Avenue
Stuart, Florida 34994-2139

Alternatively, payments of Rent may be made to the City by electronic fund transfer in accordance with wire instructions provided to Tenant by the City.

8. **Minimum Rent.** Tenant agrees to pay the City minimum rent ("**Minimum Rent**") of $1.00 per Agreement Year for each Agreement Year of the Term. Tenant shall pay the Minimum Rent in advance for the Initial Term on the Parcel Acceptance Date and for each Renewal Term on the first Business Day of such Renewal Term.

9. **Additional Rent.** All sums and charges that come due under the terms and conditions of this Agreement, other than Minimum Rent, shall be considered "**Additional Rent.**"

10. **Improvements**. The parties expressly agree that any funds expended by Tenant to make improvements on the Parcel by Tenant are not intended to constitute Rent and are not made in lieu of paying Rent. Without limiting Tenant's obligations set forth in this Agreement, the parties acknowledge that there is no minimum amount required to be expended by Tenant hereunder for purposes of making improvements on the Parcel.

11. **Taxes**.

11.1. **Real Property Taxes**. Subject to the right to contest taxes pursuant to Section 11.3 below and to Section 17.1, Tenant shall be responsible for any and all ad valorem property taxes imposed or assessed against the Parcel, if and to the extent assessed ("**Real Property Taxes**") and such Real Property Taxes shall be paid before delinquency by Tenant. If Tenant fails to pay any such taxes or charges prior to delinquency, the City, without relieving Tenant of any liability, may, but is not obligated to, pay any such taxes or charges. Any such taxes or charges so paid by the City, together with all costs and expenses incurred by the City in connection with such payment, will constitute Additional Rent and shall be due and payable immediately by Tenant to the City on demand with interest at the Default Rate from the date of payment by the City through the date of repayment to the City. Tenant has advised the City that certain of Tenant's Real Property Taxes are centrally assessed for tax purposes by the State of Florida with respect to Tenant's assets in the State of Florida. If Tenant desires the Parcel to be centrally assessed, the City agrees to cooperate with such process.

11.2. **Taxes or Assessments Other than Real Property Taxes**. Subject to the right to contest taxes pursuant to Section 11.3 below, Tenant shall timely pay and discharge, before any fine, penalty, interest or cost may be added for nonpayment, any and all taxes, assessments, fees or other costs or charges of any type or nature that are imposed, charged, or assessed on the Parcel and on personal property maintained on the Parcel (or on the overall property the Parcel is a part of in which event Tenant will be responsible for a prorated amount); and public assessments, special assessments, utility taxes, sales taxes and any other taxes, assessments, fees and any other cost or charges of any type or nature that may be imposed, charged or assessed against the Parcel or Tenant's personal property on the Parcel at any time in the future ("**Other Taxes**"). If Tenant fails to pay any such taxes or charges prior to delinquency, the City, without relieving Tenant of any liability, may, but is not obligated to, pay any such taxes or charges. Any such taxes or charges so paid by the City, together with all costs and expenses incurred by the City in connection with such payment, will constitute Additional Rent and shall be due and payable immediately by Tenant to the City on demand with interest at the Default Rate from the date of payment by the City through the date of repayment to the City. The parties acknowledge that taxes based on gross receipts, income or similar taxes do not constitute "Other Taxes".

11.3. **Contesting Taxes**. If Tenant desires, as determined by Tenant in its reasonable business judgment, to contest the validity or amount of any Real Property Taxes or any Other Taxes, Tenant shall notify the City. Tenant shall diligently prosecute such contest (in Tenant's own name or behalf of the City, or on behalf of both, as it may deem appropriate (so long as any contest on behalf of the City will be

consistent with Tenant's use of the Parcel), and the City, at Tenant's expense, will cooperate in any such dispute and contest). In the event of a contest, the disputed charge need not be paid until finally adjudged to be valid, except as otherwise required by Governmental Requirements or any Governmental Authority; provided however that the City, at its sole option, may require that an amount equal to the disputed charge be placed in escrow during the contest unless Tenant has already paid such amount under protest. At the conclusion of such contest, Tenant shall pay the charge contested to the extent it is held valid, together with all court costs, interest, penalties, and other expenses relating thereto and will indemnify and hold harmless the City from any costs, expenses, and damages incurred in connection with such proceedings, including reasonable attorneys' fees. If Tenant or the City obtains or receives a refund of previously paid Real Property Taxes or any Other Taxes, Tenant shall be entitled to the refund of funds paid by Tenant and the City will be entitled to a refund of any funds paid by the City. Nothing herein contained, however, shall be construed as to allow any such Real Property Taxes or any Other Taxes to remain unpaid for such length of time as shall permit the Property (or any part thereof) to be sold by Governmental Authority for the non-payment of the same.

12. **Utility Charges**. Tenant shall pay when due all charges, fees, franchise fees, and deposits (collectively, "**Charges**") for all public and private utility services (including utility services provided by the City), including, but not limited to, water, sewer, stormwater, electricity, gas, light, heat, air conditioning, telephone, trash removal, cable television, and other utility and communication services that are provided (regardless of whether the City or any other Governmental Authority is required to provide such service) to any portion of the Parcel during the Term. If Tenant fails to pay any Charges on a timely basis, the City will have the right (but not the obligation and without relieving Tenant of any liability) to pay the Charges. Any funds advanced by City for such Charges, together with all costs and expenses incurred by the City in connection with such payment, will constitute Additional Rent and shall be due and payable immediately by Tenant to the City on demand with interest at the Default Rate from the date of payment by the City through the date of repayment to the City. For the avoidance of doubt, Charges that constitute Project Costs shall be payable by the City in accordance with Section 18.8.

13. **Use and Operation of the Parcel**.

13.1. **Permitted Use**. The Tenant shall comply with the Land Development Regulations of the City of Stuart.

13.1.1. **Parcel.** During the Term, Tenant shall be permitted to use the Parcel for the Parcel Permitted Use. Any use of the Parcel for a use other than the Parcel Permitted Use is prohibited. The Train Station shall have (a) security screening for both passengers and bags and (b) indoor waiting lounge space equipped with WIFI. It is acknowledged and agreed that not all Tenant trains are required to stop at the Train Station. The Train Station shall not open until Tenant has obtained all necessary regulatory or other third-party approvals and completed any required testing and commissioning work to ensure safe operations. Any ancillary uses located on the Parcel will only be open and available when the Train Station is open for business and shall

be accessed solely from within the Train Station or the Parking Area. No external signage for such ancillary uses may be placed on the Train Station; provided that wayfinding and station name signage shall be permitted provided the same complies with the City's sign code and is approved through the City's approval process.

During the Term, Tenant shall be permitted to use the Parking Area in accordance with clause (b) of the definition of Permitted Use. Any use of the Parking Area for a use other than such Permitted Use is prohibited. Tenant agrees to open the Parking Area for business promptly upon completion of construction and obtaining any approvals required to operate the Parking Area. External signage for such ancillary uses may be placed on or within the Parking Area as well as wayfinding, parking rates and other information, and station name signage shall be permitted provided the same complies with the City's sign code and is approved through the City's approval process.

If Tenant, the City or the County determines at a future date that a parking garage should be constructed on the Parcel, such party shall notify the other parties and the parties will work together to determine a plan to develop the garage. It is understood that all three parties would need to agree to the construction of the garage before a garage is constructed and the City and the County agree to pursue grants for the development thereof.

13.2. **Alcoholic Beverages**. Tenant may obtain and maintain licenses from the State of Florida allowing the sale of beer, wine and liquor for purchase on and within the Parcel. Tenant shall comply with all requirements of its alcoholic beverage licenses throughout the Term. The sale of alcoholic beverages shall be ancillary and incidental to the operation of the Train Station and services provided to its customers. Tenant shall be solely responsible for complying with all rules and regulations of the State of Florida and the City Codes including, without limitation, hours of operation, signage, licenses, etc.

13.3. **Compliance with Governmental Requirements**. Tenant shall comply with all Governmental Requirements applicable to the development, construction, use, occupancy, management, lease, operation and maintenance of the Parcel and the Project, including, without limitation, Governmental Requirements prohibiting discrimination by reason of race, color, religion, sex, national origin, handicap, sexual orientation, gender identity, or any other protected class as determined by federal government, Martin County and/or the City. Tenant shall apply for, secure, maintain and comply with all licenses and permits which may be required by any Governmental Authority for the conduct by Tenant of its business.

13.4. **Lighting**. All lighting installed at the Parcel shall comply with Governmental Requirements, including, without limitation, the City Code. No lights shall be installed on the Parcel that may be deemed to create a spillover onto any adjacent parcel.

13.5. **Nuisance**. Tenant will not commit any act which is a public nuisance. Noise from the train signals, noise and emissions from trains, and ordinary and customary

activities associated with a train station shall not constitute a nuisance. The City agrees that any noise during the construction, restoration or maintenance of the on the Parcel will not be considered a default under this Section. For the construction, restoration or maintenance activities on the Parcel, Tenant will endeavor to minimize the construction, restoration or maintenance noise and construction hours will be in compliance with the City Code.

13.6. **No Smoking**. Tenant agrees that the Train Station shall be a smoke free environment, and that Tenant shall use reasonable efforts to prevent any smoking of cigarettes, cigars, and similar products outside of the Train Station on the remainder of the Parcel including posting signs and assessing fines if violated.

13.7. **Security.** Tenant, at its sole cost and expense, will provide security at the Train Station during the hours of operation of the Train Station and additional hours to the extent Tenant deems appropriate.

13.8. **Request for Additional Use**. If Tenant desires to use any portion of the Parcel for a use that is not a Permitted Use under this Agreement, Tenant shall seek prior written consent from the City and such request may require consideration of an amendment to this Agreement (as determined by the City).

14. **"As Is" Condition of the Parcel**. Subject to Sections 1 and 21, Tenant acknowledges and agrees that it has had the opportunity to perform all inspections and investigations concerning the Parcel to its satisfaction and that, except as expressly provided in this Agreement, the City is not making and has not made any representations or warranties, express or implied, as to the Parcel, including but not limited to, title, survey, physical condition, suitability or fitness for any particular purpose, value, financial prospects or condition, or the presence or absence of hazardous substances. Tenant acknowledges that it will rely solely on Tenant's own inspections and investigations of the Parcel in its determination of whether to proceed with the development of the Parcel. AS A MATERIAL PART OF THE CONSIDERATION OF THIS AGREEMENT, TENANT AGREES TO ACCEPT THE PARCEL IN "AS IS" AND "WHERE IS" CONDITION EXISTING ON THE PARCEL ACCEPTANCE DATE, WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND.

15. **Site Plan and Zoning**.

15.1. **Zoning:** City acknowledges that Tenant has the right to build Train Station and Parking Area without any modification to the City zoning code.

15.2. **Site Plan Approval**. Tenant will submit to the City a site plan for the Project, which site plan is subject to consideration by the City's Development Department, Advisory Board and the City Commission after submission of a complete application, administrative review, and processing, notice and hearing requests. If and when approved, the site plan approved by the City Commission shall be referred to as the "**Approved Site Plan**."

15.3. **Signage**. All signage on the Parcels (including any name placed on the Train Station or the Parking Area) must comply with the City Code.

16. **Ownership of Leasehold Improvements**. During the term of this Agreement, the Leasehold Improvements will be owned and maintained by the Tenant. At the end of the

Agreement, the Tenant shall return the property to the City with the Leasehold Improvements free from liens or mortgage.

16.1. Tenant shall be entitled to depreciation on the Leasehold Improvements which are now or shall subsequently be erected upon the Parcels.

16.2. Upon the expiration or termination of this Agreement, all of the Leasehold Improvements, and any remaining personal property on the Parcels shall become the sole property of the City.

17. **Parking**.

17.1. **Continued Use of Exiting Parking Facility by City**. Notwithstanding the other provisions of this Agreement, and provided the City does not unreasonably interfere with Tenant's activities on the Parcels, the City may continue to use the existing parking facility on the Parcels until such time as Tenant delivers to the City a notice stating that Tenant would like control of the all or a portion of the Parcel; provided that (a) during the City's use of the existing parking facility, Tenant shall be permitted to undertake environmental testing of such facility and (b) Tenant shall not be required to pay any Real Property Taxes in connection with the parking facility prior to the date of the City's cessation of use of the same in accordance with the following sentence. The City shall cease use of all or such portion, as applicable, of the existing parking facility within thirty (30) days of such notice.

17.2. **Parking**. After Tenant takes control of the existing parking facility in accordance with Section 17.1, the Parking Area shall be constructed and accessible for both Tenant customers and staff as well as for the public. The Parking Area must contain at least two hundred (200) spaces. The City acknowledges that Tenant may charge for parking and 100% of the revenue will go to Tenant. Tenant will be responsible for operating the Parking Area at Tenant's sole cost and expense.

17.3. **Parking Enforcement**. Tenant will be responsible for enforcing all of the parking requirements and restrictions set by Tenant. As a public facility, the Parking Area will also be subject to policing by the City's Police Department, at the City's discretion.

17.4. **Cooperation with City**. Tenant shall reasonably cooperate with the City, and the City shall reasonably cooperate with Tenant, with respect to monitoring and security of the Parking Area.

17.5. **State of Emergency**. Tenant acknowledges the City's rights during a state of emergency under Section 16-3 of the City Code and Chapter 252, Florida Statutes, it being understood that, during any such state of emergency, Tenant shall reasonably cooperate with the City to provide the City with access to unused parking spaces in the Parking Area at no cost; provided, that, (i) the City accepts use of the Parking Area on an "as is" basis, (ii) Tenant shall not be required to provide maintenance or security services under this Agreement during such state of emergency, (iii) Tenant shall not be required to move vehicles parked in the Parking Area, (iv) the City repairs any damage, or pays for the repair of any damage, caused in connection with the exercise of its rights under this Section 17.4, and (v) the City ceases such use of the Parking Area promptly upon the termination of such state of emergency.

18. **Construction of Project.**

18.1. **Construction Plans and Specifications**. Tenant will be responsible for preparing the construction plans and specifications for the Project (the "**Plans**"). The Plans must conform in all material respects to all applicable Governmental Requirements. The Plans must include, without limitation, the following:

18.1.1. Schematic designs and architectural drawings, including renderings and elevations;

18.1.2. Foundation and structural drawings;

18.1.3. Electrical and mechanical drawings including, without limitation, plans for all lighting facilities affecting the exterior appearance of the Project;

18.1.4. Landscaping plans;

18.1.5. Construction staging and parking plans; and

18.1.6. Final specifications.

18.2. **Submission of Plans**. If required by Governmental Requirements or otherwise by the terms of this Agreement, including as set forth in Exhibit E, Tenant shall submit the Plans and any required revision to the Plans, together with a building permit application for the Project including all applicable fees all in such form as required by the Governmental Requirements or the terms of this Agreement to the City. The Plans approved by the City will be referred to as the "**Approved Plans**." The City's approval of the Approved Plans does not release Tenant from any building requirements, if applicable, nor does it release Tenant from any liabilities or obligations under this Agreement or impose any obligations or liabilities to the City under this Agreement.

18.3. **Governmental Approvals**. Tenant shall secure any Governmental Approvals required for the construction of the Project, as well as any Governmental Approvals that may be required for any alterations and renovations permitted by this Agreement. The issuance by the City of any approvals or permits for the Project shall not render the City liable for any failure to discover any defect or non-conformance with any Governmental Requirement, if required nor does it release Tenant from any liabilities or obligations under this Agreement or impose any obligations or liabilities to the City under this Agreement. It is understood the costs set forth in this Section relating to Government Approvals will be paid from the City Funding Commitment. The City shall reasonably cooperate with Tenant and use its reasonable efforts to expedite the permitting and approval process in an effort to assist Tenant in obtaining its Governmental Approvals and achieving its development and construction milestones for the Project (which cooperation shall include the execution and delivery of applications to the extent the same must be executed and delivered by the owner of the Parcel). Tenant has indicated to the City that the Project is exempt from the requirements of the Florida Building Code in accordance with the Declaratory Statement No. DS 2014-163, filed on March 23, 2015, by the State of Florida Building Commission. Notwithstanding the foregoing, Tenant hereby agrees that it shall construct the Parking Area and any portions of the Train Station to be used for ancillary uses (such as retail sales, sale

of food, and beverage services) in accordance with the requirements of the Florida Building Code and the Florida Fire Prevention Code, it being understood that such agreement shall not require Tenant to obtain a building permit. Tenant shall also comply with the requirements set forth in Exhibit H in connection with the construction of the Train Station and the Parking Area.

18.4. **Construction Quality**. Tenant agrees to perform all work ("**Work**") required to complete the construction of the entire Project in accordance with Good Industry Practice. During the course of construction of the Project, Tenant shall not alter, modify or amend the Approved Plans in any material respects without the City's prior approval (which, to the extent the City is acting in its proprietary capacity, shall not be unreasonably withheld, conditioned or delayed). At any time during construction, the City may inspect or assign an inspector to examine the progress; provided however that the assignment of an inspector does not relieve Tenant of the requirement to schedule and pass all required or appropriate inspections to close out any permit obtained for the Work.

18.5. **Building Permit Application**. On or before December 31, 2025, the Tenant shall file a complete application for a building permit for all vertical construction of the Project.

18.6. **Construction Commencement**. Following issuance of the building permit for the construction of the Train Station and Parking, the Tenant shall have thirty months within which to complete the Project subject to extension for Force Majeure.

18.7. **Tenant's Obligations During Construction.** During construction of the Project, Tenant shall:

18.7.1. Comply with all Governmental Requirements and the terms of this Agreement, including, without limitation, the City Code, as to all aspects of the Work, including the hours of construction (exclusively on the Parcel as the FEC Corridor is not subject to City Code for work hours);

18.7.2. Without limiting the foregoing, comply with the requirements of Florida Statutes §287.055.

18.7.3. Perform and complete the Work in a diligent manner, with no abandonment of construction work for any period exceeding 60 Business Days except in the case of a Force Majeure;

18.7.4. Select the means and methods of construction, using only safe procedures, methods, structures and equipment;

18.7.5. Perform all necessary clearing and grading of the Parcel;

18.7.6. Furnish, erect, maintain and remove any construction equipment and temporary structures that may be required to perform the Work; be responsible for the safety and efficiency of the construction equipment and construction methods used, and correct and reimburse the appropriate party for any damage which may result from any failure of the construction equipment or any failure in the method of construction including any damages caused to any property adjacent to or leading to the Parcel;

18.7.7. Provide all architectural and engineering services, scaffolding, hoists, temporary structures, light, heat, power, toilets, temporary utility connections, equipment, tools and materials and whatever else may be reasonably required for the proper performance of the Work;

18.7.8. Order and have delivered all materials required for the Work and be responsible for properly securing, protecting and insuring the materials and making certain they remain in good condition;

18.7.9. Maintain the Parcel in a clean and orderly condition at all times, and remove all paper, cartons and other debris from the Parcel;

18.7.10. Protect and insure all Work prior to its completion and acceptance;

18.7.11. In addition to the required Insurance, implement and maintain in place at all times a comprehensive hurricane and flood plan for the Parcel and the Work, and provide a copy of same to the City;

18.7.12. Upon completion, deliver to the City an as-built survey and as-built plans and specifications for the Project in both hard copy and electronic formats;

18.7.13. Use diligent efforts to commence construction of and substantially complete the Project as soon as reasonably practicable;

18.7.14. Carry on any construction, maintenance or repair activity with diligence and dispatch and use diligent effort to complete the Work.

18.7.15. Take reasonable precautions to protect property adjacent to the Parcel, or property which is in the vicinity of or is in anyway affected by the Work, and be entirely responsible and liable for all damage or injury to all adjacent public and private property as a result of the Work.

18.7.16. At all times provide adequate construction supervision and enforce discipline and good order among its employees and the General Contractor at the Parcel site.

18.7.17. Comply with, and cause any contractor or other party that provides goods or services through or on behalf of Tenant to comply with, Section 287.135, Florida Statutes, to the extent applicable.

18.7.18. Construction parking, office trailers and staging shall be contained within the Parcel as well as on and within the City owned property located on Exhibit F.

18.8. **Funding of the Train Station, Parking Area and Rail Infrastructure.** The City is contributing up to forty-five million dollars ($45,000,000.00) ("**City Funding Commitment**") for the development of the Train Station, Parking Area and Rail Infrastructure. Tenant's affiliate, Brightline Management LLC, a Delaware limited liability company ("Project Administrator"), will manage the administration of such development for the Tenant. The City shall have the right to review project design and cost estimates to verify that the costs are related to the project and are within market expenses for same. The funds received by the Project Administrator from the City can be used for any Project Cost. The Project Administrator shall be entitled to spend the City Funding Commitment on Project Cost however the

Tenant and the Project Administrator are responsible to pay for cost overruns that exceed the City Funding Commitment. The City Funding Commitment shall be paid as follows:

18.8.1. The City will make progress payments to the Project Administrator for Project Costs in connection with the Train Station, Parking Area and Rail Infrastructure not more often than twice per month based on Draw Requests submitted by Project Administrator in the form attached as Exhibit D (the "**Draw Request**"). The City will, within thirty (30) days after receipt of each Draw Request or each corrected Draw Request, as the case may be, pay the undisputed portion of such Draw Request to Project Administrator or return the application to Project Administrator indicating in writing the deficiency or the reasons for refusing payment. In the latter case, Project Administrator shall make the necessary corrections and resubmit the application.

18.8.2. Progress payments shall be paid based on a percentage of completed work (as certified by Project Administrator), any material purchases, project management cost incurred, and other costs that have been made related to each component; Train Station, Parking Area and Rail Infrastructure. Each Draw Request shall be deemed to ratify and confirm that the work with respect to which the proceeds are requested has been performed in accordance with the Agreement in all material respects.

18.8.3. Each Draw Request for payment shall be accompanied by the following:

(a) A notarized "Affidavit of Disbursement of Previous Periodic Payments to the general contractor and all subcontractors" (or equivalent) from Project Administrator for the portion of work invoiced as part of the prior Draw Request;

(b) A "Waiver and Release of Lien Upon Progress Payment" (conditioned only to the partial payment) from the general contractor and all subcontractors that are being paid as part of the Draw Request in the manner set forth in Florida Statutes 713.20;

(c) Invoices for each item shown on the Draw Request; and

(d) A construction schedule update.

18.8.4. Before commencing any construction work for the Train Station, Parking Area or Rail Infrastructure, Project Administrator shall provide, or shall cause the General Contractor to provide, to the City a certified copy of a payment and performance bond in accordance with the terms of Section 255.05, Florida Statutes, and the City shall be a dual-obligee in respect thereof.

18.8.5. The City shall not be required to fund a Draw Request if, on the required funding date, an Event of Default has occurred and is continuing.

18.8.6. Upon the completion of construction, Project Administrator shall be entitled to submit a final Draw Request with respect to any outstanding invoices and retained amounts subject to provision of:

(a) As built surveys and drawings (including final construction drawings);

(b) Invoices for each item shown on the Draw Request;

(c) A notarized "Affidavit of Disbursement of Previous Periodic Payments to the general contractor and all subcontractors" (or equivalent) from Project Administrator for the portion of work invoiced as part of the prior Draw Request; and

(d) A "Waiver and Release of Lien Upon Final Payment" (conditioned only to final payment) from the general contractor and all subcontractors in the manner set forth in Florida Statutes 713.20.

18.8.7. To the extent there is a dispute with respect to the amount required to be funded by the City under this Section, the City shall fund the undisputed portion of any payment required hereunder, and any disputed portion of any payment shall be funded, if applicable, following final resolution of such dispute. In the event any dispute with respect to any Draw Request or any other amount to be funded under this Section that cannot be resolved between Project Administrator and the City, Project Administrator may, in accordance with the alternative dispute resolution requirements of the Local Government Prompt Payment Act (Sections 218.76, et. seq, Florida Statutes), demand in writing a meeting with and review by the City Manager. The City Manager or his/her designee will conduct the meeting and review. Such meeting and review shall occur within ten (10) Business Days of receipt by the City of Project Administrator's written demand. The City Manager, or designee, shall issue a written decision on the dispute within ten (10) Business Days of such meeting, which decision shall be subject to Project Administrator's right to commence dispute resolution proceedings in accordance with the terms hereof.

18.9. **Project Administrator Updates to City.** Project Administrator shall keep the City reasonably apprised of the progress of the Work.

18.10. **City Representative.** The City may designate one or more employees or agents to be the City's representative for the Project (the "**City Representative**"). The City Representative may, during normal business hours, visit, inspect or appraise the Project, and any materials, contracts, records, plans, specifications and shop drawings relating to the Project, whether kept at Tenant's offices, City of Stuart available offices, at the construction site or elsewhere. Project Administrator and Tenant agree to cooperate with the City to enable the City Representative to conduct site visits, inspections and appraisals. If the City Representative observes any material deviations from the approved plans, City shall notify Project Administrator and Tenant of the deviations, and Tenant shall cause the Project Administrator to take immediate steps, at its expense, to conform the construction to the approved plans; however, failure by the City Representative or the City to either observe any deviations from the approved plans or notify Project Administrator and Tenant of such deviations shall not (a) constitute a waiver by the City of any of its rights under

this Agreement, or (b) render the City liable for any failure to discover any defect or non-conformance with any Governmental Requirement. Project Administrator and Tenant acknowledge that the role of the City Representative under this Agreement is not that of an inspector or other enforcer of Governmental Requirements, although the individual serving as the City Representative may also serve the City as an inspector or enforcer of Governmental Requirements.

18.11. **Utilities.** At all times during the Term of this Agreement, Tenant shall install or cause to be installed, or relocated, all necessary utility connections for the Project, whether owned publicly or privately. This work would be considered Project Cost. Upon a request from Tenant, the City shall reasonably cooperate with Tenant in connection with the relocation or betterment of utilities during construction of the Project, it being understood that such assistance will not entail the initiation of or participation in legal actions or proceedings or the expenditure of City funds.

18.12. **Changes to the Project.** After the Project has been completed, Tenant will not make any structural alterations or material additions ("**Changes**") to the Project without the City's prior written approval, both in its proprietary and its governmental capacities. Any permitted Changes will be made in a good and workmanlike manner, in accordance with Approved Plans, and in accordance with all Governmental Requirements. Tenant's obligations during construction of the Project set forth in this Agreement will also apply to any permitted Changes to the Project.

19. **Maintenance and Repair of Project**. Tenant, at all times during the Term and at the expense of Tenant, shall maintain the Parcel and Project in accordance with Good Industry Practice.

19.1. **Storage and Removal of Trash and Garbage**. Tenant will provide and maintain vermin-proof receptacles for Tenant's own use in the event trash or garbage is temporarily stored outside of the building. Tenant will be responsible for the removal of trash and garbage from the Parcel and will promptly and strictly comply with all Governmental Requirements pertaining to the depositing and removal of trash and garbage from or about the Parcel.

19.1.1. Tenant expressly acknowledges that the City is not responsible for solid waste collection for the Parcel. Tenant shall contract with a private hauler for pick-up, collection and removal of all solid waste from the Parcel.

19.1.2. Tenant will be responsible for the disposal of waste from the Parcel, including any collection, disposal, and franchise fees charged by any Governmental Authority. If during construction of the Train Station, Parking Area and Rail Infrastructure, these costs shall be Project Cost.

19.2. **Pest Control**. Tenant shall use a professional pest and sanitation control service to perform inspections of the Parcel at least once every two months (but more frequently if necessary) for the purpose of controlling infestation by insects, rodents, and vermin. Tenant shall promptly perform any corrective or extermination work recommended by the pest and sanitation control service, or appropriate to maintain the Parcel clean, safe and free from insects, rodents and vermin.

19.3. **Landscaping**. Tenant will be responsible for maintaining all landscaping on the Parcel, and for sweeping and cleaning the entrances to the Train Station and the Parking Area, as well as all parking areas, sidewalks, and other improved areas within the Parcel.

19.4. **Repairs**. Tenant shall promptly make all necessary Repairs to the Parcel and Project. The term "**Repairs**" includes all necessary repairs and replacements of all structural and non-structural portions of the Project, including, without limitation, any defective work, the roofs; foundations; interior and exterior walls, windows, doors and entrances; columns and partitions; paved areas; parking areas; signs; floor coverings; and lighting, heating, air conditioning, plumbing, electrical, and sewerage systems and equipment.

19.5. **Vendors**. Any vendor performing any work on the Parcel must be licensed and insured, and the vendor's insurance must include the City as an additional insured. If Tenant uses any uninsured vendor at the Parcel, Tenant will serve as and be deemed to be the insurer, and will be responsible for covering any claims arising out of the vendor's activities at the Parcel and asserted against the City.

20. **Liens**.

20.1. **Leasehold Mortgage.** Tenant may, without the consent of the City, execute, deliver and cause or permit to be recorded against the Leasehold Estate, one or more Leasehold Mortgages at any time so long as it is not in default of the terms of this Agreement or the Settlement Agreement Amendment with the County as it relates to the operation of a passenger rail station on the site.

20.1.1. Tenant or any Leasehold Mortgagee shall notify the City, in the manner hereinafter provided for the giving of notice, of the execution of such Leasehold Mortgage and the name and place for service of notice upon such Leasehold Mortgagee. The terms of Exhibit B hereto shall be applicable with respect to any Leasehold Mortgage. Upon such notification to the City that Tenant has entered, or is about to enter, into a Leasehold Mortgage, the City hereby agrees for the benefit of such Leasehold Mortgagee, and within thirty (30) days after written request by Tenant, to execute and deliver to Tenant and Leasehold Mortgagee the Recognition, Attornment and Assent to Leasehold Mortgage ("**Recognition Agreement**") containing terms substantially identical to the terms set forth in Exhibit B hereto. The City further agrees that it will comply with all of the covenants and obligations contained in Exhibit B and any such Recognition Agreement.

20.1.2. Notwithstanding anything to the contrary herein provided, if any Leasehold Mortgage directly or indirectly (for example, by appointment of a receiver) forecloses or otherwise obtains possessory interest in the Leasehold Estate, the Leasehold Mortgagee must at all times directly or through its agent, continue to operate the Train Station and the Parking Area in accordance with the terms of this Agreement.

20.1.3. No Leasehold Mortgagee (or its designee) may assume the rights and obligations of Tenant under this Agreement or enter into a New Lease (as defined in Exhibit B) with the City, unless the Leasehold Mortgagee (or its

designee) shall have the technical experience, legal rights, and financial resources available to it, either directly or through contract, to operate the Leasehold Estate as contemplated herein and otherwise perform the terms of this Agreement.

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

20.3. **Collateral Assignment of Contract Rights**. Tenant may, without the consent of the City, execute and deliver for the benefit of the Leasehold Mortgagee a collateral assignment of its contractual rights under this Agreement or allow a collateral assignment under debt documents. Tenant shall provide the City with a copy of any collateral assignment within 10 days from the execution of the same.

20.4. **Tenant**'s **Duty to Keep Parcel Free of Liens**. Other than a permitted Leasehold Mortgage, Tenant shall not create or permit to be created or to remain, and shall within sixty (60) days after Tenant has notice of the Lien being filed (i) discharge the Lien or (ii) transfer the transfer the Lien to security in accordance with Section 713.24, at its sole cost and expense, any lien, encumbrance or charge (each, a "**Lien**") upon all or any part of the Parcel or upon Tenant's leasehold estate arising from (a) the use or occupancy of the Parcel by Tenant or a party authorized to use or occupy the Parcel on behalf of Tenant; or (b) by reason of any labor, service or material furnished or claimed to have been furnished to or for the benefit of Tenant; or (c) by reason of any construction, Repairs or demolition of all or any part of the Parcel by or at the direction of Tenant or (d) any other reason attributable to Tenant.

20.5. **City's Interest Not Subject to Liens**. No mechanic's, laborer's, vendor's, materialman's or other similar statutory Lien for such work or materials will attach to or affect the City's interest in all or any part of the Parcel, or any assets of the City, or the City's interest in any Rent or other monetary obligations of Tenant arising under the Agreement. In accordance with Section 713.10 of the Florida Statutes, any and all Liens or Lien rights arising out of the construction of the Project extend only to the Leasehold Estate in the Parcel. The City's right, title and interest in the Parcel is not subject to Liens or claims of Liens for improvements made by Parcel or a party authorized to use or occupy the Parcel on behalf of Parcel.

20.5.1. Nothing contained in this Agreement shall be deemed or construed to constitute the consent or request of the City, either express or implied, to any contractor, subcontractor, laborer or materialman for the performance

of any labor or the furnishing of any materials for any specific improvement of, alteration to, or repair of any portion of the Parcel.

20.5.2. Nothing contained in this Agreement shall be deemed or construed to give Parcel any right, power or authority to contract for, or permit the rendering of, any services or the furnishing of materials that would give rise to the filing of any Lien against the City's interest in all or any part of the Parcel, or against assets of the City, or City's interest in any Rent and other monetary obligations of Parcel described in this Agreement.

20.5.3. Any construction agreements entered into between Parcel and the General Contractor or other contractor in privity with Parcel must provide that the City will not be liable for any work performed or to be performed for Parcel, or for any materials furnished or to be furnished for the Parcel. Prior to entering into such contracts for the Parking Area, Parcel shall submit the same to the City for the City's prior written approval not to be unreasonably withheld, conditioned or delayed.

20.6. **Contesting Liens against Leasehold Estate.** If Tenant desires to contest any Lien filed against Tenant's interest in the Parcel, Tenant must notify the City of its intention to do so within sixty (60) days after Tenant has notice of the filing of the Lien. Tenant, at its sole cost and expense, will protect the City by transferring the Lien to security in accordance with Section 713.24 of the Florida Statutes within sixty (60) days after Tenant has notice of the filing of the Lien. A Lien filed against Tenant's leasehold interest will not constitute an event of default under this Agreement if Tenant timely transfers the Lien to security as set forth herein.

20.7. **Tenant's Failure to Discharge Lien.** If within sixty (60) days of notice of the Lien, Tenant fails to (i) discharge the Lien or (ii) transfer the Lien to security in accordance with Section 713.24 of the Florida Statutes, the City, may, declare a default under this Agreement and, without relieving Tenant of any liability, may, but shall not be obligated to, discharge or pay such Lien (either by paying the amount claimed to be due or by procuring the discharge of such Lien by deposit or by bonding proceedings). Any amount paid by the City, together with all costs and expenses incurred by the City in paying or discharging the Lien, will constitute Additional Rent and shall be paid immediately by Tenant to the City on demand with interest at the Default Rate from the date of payment by the City.

21. **Hazardous Substances.**

21.1. **Defined Terms for Purposes of this Section.**

21.1.1. "**CERCLA**" means the Comprehensive Environmental Response, Compensation and Liability Act.

21.1.2. "**Hazardous Substances**" means those elements or compounds which are contained in the lists of hazardous substances or wastes now or hereafter adopted by the United States Environmental Protection Agency (the "**EPA**") or the lists of toxic pollutants designated now or hereafter by Congress or the EPA or which are defined as hazardous, toxic, pollutant, infectious or radioactive by CERCLA or any Superfund law or any Superlien law or any other Governmental Requirement regulating, relating

to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

21.2. **Tenant's Covenant**. Tenant hereby covenants that neither Tenant nor its agents, employees and contractors will generate, store, use, treat or dispose of any Hazardous Substance, on or at the Parcel or any part of the Project, except for Hazardous Substances as are legally used or stored (and in such amounts as are legally permitted to be used or stored) as a consequence of using the Parcel for the Permitted Use, but only so long as the quantities thereof do not pose a threat to public health or to the environment or would necessitate a "response action", as that term is defined in CERCLA, and so long as Tenant strictly complies with or causes compliance with all Governmental Requirements concerning the use or storage of such Hazardous Substances. Tenant further covenants that neither the Parcel nor any part of the Project shall ever be used by Tenant or its agents, contractors or employees as a dump site or storage site (whether permanent or temporary) for any Hazardous Substances during the Term.

21.3. **Environmental Indemnification**. Tenant hereby indemnifies, holds harmless, and agrees to defend the City (with counsel selected by the City, at rates offered to the City, and reasonably approved by Tenant) from and against any and all Losses with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharge, or release on or from the Parcel or the Project of any Hazardous Substance, including, without limitation, any Losses asserted or arising under CERCLA, any so called federal, state or local "Superfund" or "Superlien" laws, or any Governmental Requirement regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any Hazardous Substance. Excluded from Tenant's environmental indemnification is (i) any environmental condition which can be determined to have arisen from a pre-existing condition and that could not have reasonably been discovered by Tenant through inspection conducted prior to the Effective Date, (ii) any Hazardous Substances released by the City or its contractors or agents (other than Tenant and its contractors and agents), and (iii) any Losses caused by the gross negligence, willful misconduct or bad faith of the City.

21.4. **City's Rights**. Upon reasonable cause and provided that prior notice has been sent to Tenant, if Tenant fails to remedy a reported release or existence of Hazardous Substances which is the subject of indemnification as set forth in Section 21.3 within a reasonable period of time from when Tenant becomes aware of the release or existence of the Hazardous Substance, the City may declare a default under this Agreement and shall have the right but not the obligation to enter onto the Parcel or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any Hazardous Substance in, on or at the Parcel or any part thereof but such election by the City will not release Tenant from liability hereunder. All reasonable costs and expenses incurred by the City in the exercise of any such rights shall be Additional Rent under this Agreement and shall be payable by Tenant upon demand with interest at the Default Rate from the date of payment by the City until paid by Tenant.

21.5. **Survival**. This Section 21 shall survive the cancellation, termination or expiration of this Agreement.

22. **Indemnification**.

22.1. **Tenant to Indemnify City**. Tenant, on behalf of itself, its employees, contractors, agents and invitees, hereby agrees to indemnify, hold harmless, and defend the City (with counsel selected by the City, at rates offered to the City, and reasonably approved by Tenant) from and against any and all Losses arising out of or in connection with (i) any material breach of this Agreement by Tenant, and (ii) the gross negligence, willful misconduct or bad faith of Tenant; in each case, except to the extent the same is caused by the gross negligence, willful misconduct or bad faith of any City its employees, contractors, agents and invitees. Tenant's indemnity obligations under this Agreement shall not be limited by any coverage exclusions or other provisions in any policy of insurance maintained by Tenant which is intended to respond to such events. To the extent the City has a right to make a claim against the General Contractor or another contractor under Section 22.2 below, it shall make such claim directly against the General Contractor or such other contractor and shall not be entitled to make a claim against Tenant under this Section 22.1.

22.2. **Indemnification from General Contractor**. Tenant agrees that any contracts for the Work entered into between Tenant and the General Contractor or other contractor in privity with Tenant will include an agreement by the General Contractor or such other contractor to indemnify, hold harmless and defend the City (with counsel selected by the City, at rates offered to the City, and reasonably approved by the General Contractor or such other contractor) against any Losses arising out or in connection with such contract to the extent caused by the actions or inaction of the General Contractor or such other contractor, as applicable.

22.3. **Survival**. This Section 22 shall survive the cancellation, termination or expiration of this Agreement.

23. **Insurance**. Prior to any activity by Tenant on the Parcel, and at all times during the Term, Tenant will be responsible for procuring and maintaining the insurance required by this Agreement, at Tenant's sole cost and expense.

23.1. **General Insurance Provisions**.

23.1.1. All policies must be issued by insurance companies authorized to do business in the State of Florida.

23.1.2. All insurers must maintain an AM Best rating of A or better.

23.1.3. The terms and conditions of all policies may not be less restrictive than those contained in the most recent edition of the policy forms issued by the Insurance Services Office ("**ISO**") or the National Council on Compensation Insurance ("**NCCI**"). If ISO or NCCI issues new policy forms during the policy term of the required insurance, Tenant will be required to comply with the new policy forms once they are implemented.

23.1.4. Tenant's insurance policies will be primary over any and all insurance available to the City, if any, and must be non-contributory.

23.1.5. Tenant will be solely responsible for payment of all deductibles in such policies, and such deductible shall be paid by the Named Insured as identified in such policies (and shall not be paid by the City).

23.1.6. The City will be included as an "Additional Insured" on the Commercial General Liability policy and any Business Automobile Liability, Liquor Liability, Pollution Liability, and Commercial Umbrella/Excess Liability policies. Tenant shall provide to the City an endorsement to such policies evidencing such "additional insured" coverage, which may be in the form of a blanket additional insured endorsement.

23.1.7. Tenant will ensure that each insurance policy shall provide that the insurance company waives all right of recovery by way of subrogation against the City in connection with any damage covered by any policy.

23.1.8. Subject to Section 23, Tenant agrees that the City reserves the right, but not the obligation, to review and/or revise any insurance requirement, including but not limited to, limits, coverages and endorsement based on insurance market conditions affecting the availability of coverage or changes in the scope of work or specifications of construction.

23.1.9. All insurance coverage shall be on an "Occurrence" basis. In the event any required coverage is not commercially available on an occurrence basis, a claims-made policy will be sufficient provided said coverage is continued in effect for at least four (4) years after expiration of the term.

23.2. **Evidence of Insurance**. Prior to taking possession of the Parcel and in the case of insurance required during construction, prior to the commencement of construction, and throughout the Term (but, at a minimum, annually), Tenant must provide satisfactory evidence of the required insurance to the City. Satisfactory evidence of insurance is either (a) a certificate of insurance, or (b) a certified copy of the actual insurance policy. The City reserves the right to review and reject any insurance policies or any insurer failing to meet the criteria stated herein. The City, at is sole option, may request a certified copy of any or all insurance policies required by this Agreement. Tenant acknowledges that Tenant is the party responsible to the City for providing and assuring the provision of all insurance required by this Agreement. Tenant may pass certain insurance obligations on to its General Contractor, but Tenant will be responsible for making sure that its General Contractor fulfills all insurance requirements of this Agreement, will be liable to City for any failure by the General Contractor to provide the required insurance, or any deficiency in such coverage and will remain fully liable to the City for all such insurance coverage (regardless of whether the General Contractor is also providing coverage).

23.3. **Cancellations and Renewals**. All insurance policies must specify that they are not subject to cancellation or non-renewal without a minimum of 30 days notification to Tenant and the City, and a minimum of 10 days notification for non-payment of premium.

23.4. **Required Coverages**. Tenant shall maintain the following insurance coverage throughout the term of the Agreement.

23.4.1. **Commercial General Liability Insurance**. Coverage must include, at a minimum: (a) Property Operations, (b) Products and Completed Operations, (c) Incidental Contractual Liability, (d) Personal Injury Liability and (e) Expanded Definition of Property Damage. The minimum limits acceptable are $10,000,000 per occurrence, $20,000,000 in the aggregate. The use of a Commercial Umbrella/Excess liability policy to achieve the limits required by this paragraph will be acceptable as long as the terms and conditions of the Commercial Umbrella/Excess liability policy are no less restrictive than the underlying Commercial General Liability policy, there are no gaps in coverage, it meets all above requirements, and the Commercial Umbrella/Excess policy is a "follow-form" policy.

23.4.2. **Business Automobile Liability Insurance**. Tenant shall maintain Business Auto Liability Insurance with a minimum limit of not less than $1,000,000 each occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event there are no owned automobiles, Tenant shall maintain coverage for hired & non-owned automobiles used by Tenant, which may be satisfied by way of endorsement to the Commercial General Liability policy or a separate Business Auto Liability policy.

23.4.3. **Railroad Protective Liability**. Tenant shall maintain Railroad Protective Liability policy with a limit not less than $2,000,000 per occurrence and $6,000,000 in the aggregate limit, if any construction or maintenance is being performed within fifty (50) feet of operating railroad tracks or otherwise involves exposures to railroad hazards.

23.4.4. **Pollution Liability**. Tenant shall maintain at a minimum of not less than $10,000,000 per occurrence/$10,000,000 annual aggregate providing coverage for damages against but not limited to third-party liability, clean up, corrective action including assessment, remediation and defense costs. The coverage may be included by endorsement to the Commercial General Liability policy or the Commercial Umbrella/Excess Liability policy or as a separate policy.

23.4.5. **All Risk Property Insurance**. Tenant shall maintain property insurance for the Train Station and the Parking Area. Such Property Coverage (Special Form), to cover the "All Other Perils" portion of the policy, shall be at the Replacement Cost Valuation as determined by a certified property appraiser. Appraisals shall only be required every five (5) years. To the extent available, coverage will extend to furniture, fixtures, equipment and other personal property associated with the Parcel. The policy must also provide "Change in Law" coverage with limits acceptable to both City and Tenant.

23.4.6. **Workers' Compensation**. Tenant shall maintain Compensation Insurance with limits sufficient to comply with Florida Statute §440. In addition, Tenant must obtain Employers' Liability Insurance with limits of not less than: (a) $500,000 Bodily Injury by Accident, (b) $500,000 Bodily Injury by Disease, and (c) $500,000 Bodily Injury by Disease, each employee.

23.4.7. **Liquor Liability Coverage**. Tenant must maintain Liquor Liability coverage in an amount of not less than $2,000,000 per occurrence and 6,000,000 in the aggregate. The coverage may be included by endorsement to the Commercial General Liability policy or the Commercial Umbrella/Excess Liability policy or as a separate policy.

23.5. **Additional Coverage Required During Construction.**

23.5.1. **Builder's Risk Insurance**. During all construction activities conducted on the Parcel, including modifications to Project on the Parcel costing in excess of $500,000.00, Tenant shall carry Builder's Risk insurance, utilizing an "All Risk" (Special Perils) coverage form including the perils of wind theft, sinkhole, hail and flood, with minimum limits equal to the "Completed Value" of the Project being erected or the total value of the modifications being made, to the extent available. The perils of Windstorm and Flood shall carry sub limits to be determined annually and acceptable to the City. If such levels of coverage are not available, Tenant must carry the full amount of such insurance currently available. The Policy shall include off site storage, transit, installation and equipment breakdown.

23.5.2. **Contractors.** Tenant shall require its General Contractor and all subcontractors (unless the General Contractor's insurance provides the required coverage for such subcontractors) to maintain insurance required of Tenant during construction, provided that the limits of insurance provided by the General Contractor and subcontractors may be lower to the extent reasonable in light of contract value or scope of work. Tenant will be liable to City for any and all failure by such entities to provide and maintain the required insurance coverage.

23.5.3. **Professional Liability**. Tenant shall ensure that Errors and Omissions Liability insurance specific to Tenant's construction activities is obtained by all architects and engineers in direct privity with Tenant who will be performing design services prior to the commencement of any construction activities on the Parcel and maintained during all such construction activities, including without limitation, the Work. The policy must provide for the reporting of claims for a period of no less than three (3) years following the Substantial Completion of all construction activities related to the Work for which such insurance is procured. The minimum limits of such coverage shall be $1,000,000 per occurrence and $2,000,000 in the aggregate annually.

23.6. **Premiums and Renewals**. Tenant shall insure that all premiums for the insurance required by this Agreement are paid as they become due. Tenant shall renew or replace each policy prior to the policy expiration date, and promptly deliver to the City all original Certificates of Insurance and copies of all renewal or replacement policies.

23.7. **Adequacy of Insurance Coverage**. The City has the unilateral right to periodically review the adequacy of the insurance coverage required by this Agreement. The City may require a change or increase in the insurance

coverage if the coverage requested is customary and commonly available for properties similar in type, size, use and location to the Parcel.

23.8. **Appraisal**. The insurance policies will state that they insure the replacement cost of the improvements. If, however, the insurance policies provided hereunder do not contain such provisions, the City may require a replacement cost value appraisal from a licensed and certified appraiser at five (5) year intervals. The selection, subject to approval by the City, and expense of the appraiser will be the sole responsibility of Tenant. The appraiser will provide a copy of the full report to the City upon completion.

23.9. **City May Procure Insurance if Tenant Fails To Do So**. If Tenant (or its General Contractor, subcontractors, architect or engineer, or subconsultants) refuses, neglects, or fails to secure and maintain in full force and effect any or all of the insurance required by this Agreement, the City, at its option, may procure or renew such insurance. Whether the City elects, in its discretion to procure or renew such insurance, the failure of Tenant to procure or renew shall be deemed and event of default under this Agreement. In that event, all sums paid by the City for insurance will be treated as Additional Rent, and will be payable by Tenant to the City together with interest at the Default Rate from the date the sums were paid by the City to the date of reimbursement by Tenant.

23.10. **Unavailability**. If, in connection with the future renewal of any insurance which Tenant is required to maintain or procure hereunder, any insurance term is either not available to Tenant in the North American insurance market or is subject to an insurance premium that is not commercially reasonable in light of the coverage provided, Tenant shall notify the City and shall thereafter procure available and commercially reasonable insurance that reasonably covers the relevant risk, if any, such insurance being subject to the City's consent (not to be unreasonably withheld, conditioned or delayed).

24. **Effect of Loss or Damage**.

24.1. **Damage to Train Station, Parking Area and Rail Infrastructure**. If the Train Station, Parking Area, and Rail Infrastructure should be damaged by fire or other casualty, Tenant shall not be entitled to receive any abatement or reduction of Rent. Tenant shall be entitled, but not obligated (except as otherwise expressly set forth below), to restore the Train Station, Parking Area, and Rail Infrastructure following the occurrence of any damage by fire or casualty. If, following any such damage by fire or casualty, Tenant is not obligated to restore and rebuild the Train Station, Parking Area, and Rail Infrastructure as expressly set forth below, then, in such event, Tenant may terminate this Agreement upon written notice to the City, in which event: (i) this Agreement shall terminate as of the date set forth in Tenant's notice and Tenant shall thereupon surrender the Parcel to City pursuant to the terms of Section 31 hereof and, in such event, Tenant shall continue to owe and pay Rent up to but not beyond the time of such surrender and any prepaid rent shall be refunded by City to Tenant; and (ii) Tenant shall, at its

option, be entitled to retain all insurance proceeds payable in connection with any such damage or casualty with respect to the Train Station, Parking Area, and Rail Infrastructure or disburse all the insurance proceeds for the Train Station, Parking Area, and Rail Infrastructure to the City. Notwithstanding the foregoing, if the cost of repairs or restoration is equal to or less than twenty percent (20%) of the then-current replacement cost of the Train Station, Parking Area, and Rail Infrastructure ("**Not Materially Damaged**"), then Tenant shall have no right to terminate this Agreement, and Tenant shall promptly restore Train Station, Parking Area, and Rail Infrastructure to substantially the condition existing before the fire or other casualty. If the Train Station, Parking Area, and Rail Infrastructure is Not Materially Damaged or Tenant agrees to repair the same, then Tenant shall repair the Train Station, Parking Area, and Rail Infrastructure. If Tenant terminates this Agreement pursuant to this Section, Tenant shall repair the Train Station, Parking Area, and Rail Infrastructure or provide the insurance proceeds with respect to the Train Station, Parking Area, and Rail Infrastructure to the City.

24.2. **Payment of Insurance Proceeds**. Subject to the covenant to reconstruct set forth in Section 24.4, and the requirements of any financing documents associated with the Leasehold Mortgage, all sums payable for loss and damage arising out of the casualties covered by the property insurance policies shall be payable directly to Tenant for reconstruction as set forth in Section 24.4, if no Event of Default exists under this Agreement.

24.3. **Disposition of Insurance Proceeds for Reconstruction**.

24.3.1. All insurance proceeds must be applied first to the curing of an Event of Default, and then, subject to the terms above, to the reconstruction, repair or replacement of the Train Station, Parking Area, and Rail Infrastructure and the personal property located on the Parcel and necessary to operate the Project ("**Reconstruction Work**"). Train Station, Parking Area, and Rail Infrastructure and any personal property must be restored to a condition comparable to the condition prior to the loss or damage.

24.3.2. If the City and Tenant cannot agree on a schedule of values, the schedule of values will be determined by an appraisal for the Reconstruction Work mutually acceptable to City and Tenant.

24.3.3. After the completion of the Reconstruction Work, any remaining insurance proceeds will be paid to Tenant.

24.4. **Covenant for Commencement and Completion of Reconstruction**. Subject to Section 24.1 and the requirements of any financing documents associated with the Leasehold Mortgage, Tenant agrees to commence the Reconstruction Work as soon as practicable, but in any event within 60 days after the insurance proceeds for the destroyed or damaged Project and/or personal property have been received by Tenant and the permit to perform the Reconstruction Work has been issued. Tenant shall diligently seek to submit an application for a building permit for the Reconstruction Work within 30 days after receipt of the insurance proceeds by

Tenant. Tenant agrees to fully complete the Reconstruction Work as expeditiously as possible under the circumstances. With respect to any Reconstruction Work, Tenant will comply with all provisions of this Agreement regarding renovation or alteration of the Parcel.

24.5. **Inadequacy of Insurance Proceeds.** In the event Tenant does not terminate this Agreement as provided in Section 24.1 above and that insurance proceeds are not adequate to rebuild and restore the damaged improvements on the Parcel to their previous condition before an insurable loss occurred, Tenant shall rebuild and restore the Train Station, Parking Area, and Rail Infrastructure on the Parcel and pay any costs of rebuilding and restoration not covered by insurance proceeds. Subject to Section 24.1, Tenant's obligation to rebuild the Train Station, Parking Area, and Rail Infrastructure following a casualty that occurs during the Term shall survive the expiration or earlier termination of this Agreement.

25. **Takings by a Third Party Entity/Condemnation.**

25.1. **Complete Taking.** If the Parcel is taken or condemned for any public or quasi-public use or purpose, by right of eminent domain or by purchase in lieu thereof (in each case, a "**Taking**"), then this Agreement will cease and terminate as of the date on which the condemning authority takes possession. If this Agreement is so terminated, the entire award with regards to the Parcel will be apportioned between the City and Tenant as of the day immediately prior to the vesting of title in the condemnor, as follows:

25.1.1. First, the City shall receive the fair market value (at the time of Taking) of the portion of the Parcel taken or condemned and considered as vacant, unimproved, and unencumbered;

25.1.2. Second, the City shall be entitled to the fair market value (at time of Taking) of the improvement on the Parcel up to forty-five (45) million dollars paid by the City for the construction costs.

25.1.3. Third, Tenant shall be entitled to the fair market value (at time of Taking) of its interest under this Agreement and in the improvement on the Parcel, including the Project, from the date of the taking through the remainder of the Term, including any Renewal Terms.; and

25.1.4. The remaining balance of the award shall be divided between the City and Tenant based on the portion of the assessed value of the Parcel (as reflected in the most recent records of the Martin County Property Appraiser), as compared to the portion of the assessed value attributable to the Project. The City shall be entitled to the portion of the assessed value attributable to the Parcel and Tenant shall be entitled to the portion of the assessed value attributable to the Train Station. By way of example only, in the event that the portion of the assessed value attributable to the Parcel is thirty percent (30%), the City shall be entitled to thirty percent (30%) of the remaining balance of the award and Tenant shall be entitled to seventy (70%) of the remaining balance of the award.

25.2. **Partial Taking.** If there is a Partial Taking but Tenant reasonably determines that as a result of the Partial Taking, the Parcel cannot be operated by Tenant for the

Permitted Use, then Tenant may terminate this Agreement upon written notice to City delivered no more than forty-five (45) days after Tenant and City have been notified of the portion of the Parcel to be condemned. If Tenant elects to terminate this Agreement, the condemnation award shall be split as if there was a complete condemnation. However, if there is a Taking of a portion of the Parcel, and Tenant reasonably determines that the remaining portion can be adapted and used to operate the Train Station, Parking Area, and Rail Infrastructure in the same manner it was previously operated, then this Agreement shall continue in full force and effect, and City and Tenant, shall reasonably negotiate modified terms of the Agreement that allow Tenant to proceed with the Agreement. If the parties are unable to agree on modified Agreement terms, then Tenant shall have the right to cancel this Agreement no later than forty-five (45) days after Tenant and City have been notified of the portion of the Parcel to be condemned. If Tenant does not elect to terminate the Agreement, the parties shall proceed in accordance with the terms hereof and the award shall be apportioned as follows:

25.2.1. First, to Tenant to the extent required, pursuant to the terms of this Agreement, for the restoration of the Parcel;

25.2.2. Second, to the City, but only if the City is not the authority condemning the Parcel, the portion of the award allocated to the fair market value of the Parcel which is taken, considered as vacant and unimproved;

25.2.3. Third, the City shall be entitled to the fair market value (at time of Taking) of the improvement on the Parcel up to forty-five (45) million dollars paid by the City for the construction costs.

25.2.4. Fourth, to Tenant, the amount by which the value of Tenant's interest in the Parcel was diminished by the taking or condemnation;

25.2.5. The remaining balance of the award shall be split between the City and Tenant as set forth in Section 25.1.4; and

25.2.6. The City represents to Tenant that as of the date of the execution of this Agreement, the City has no knowledge of any Taking of the Parcel contemplated by any Governmental Authority including but not limited to the City.

25.3. **Restoration after Taking.** If this Agreement does not terminate due to a Taking, then:

25.3.1. Tenant will be required to restore the remaining portion of the Project with due diligence in accordance with the provisions of this Agreement pertaining to alterations and renovations;

25.3.2. The entire proceeds of the award will be deposited and treated in the same manner as insurance proceeds are to be treated under this Agreement until the restoration work has been completed and Tenant the City have received their respective shares of any remaining balance of the award; and

25.3.3. If the award is insufficient to pay for the restoration work, Tenant the City will be responsible for the remaining cost and expense.

25.4. **Temporary Taking**. If there is a Taking of the temporary use (but not title) of all or any part of the Parcel, this Agreement will remain in full force and effect, but only to the extent reasonable. There will be no abatement of any amount or sum payable by Tenant under this Agreement. Tenant will receive the entire award allocated to the Train Station, Parking Area, and Rail Infrastructure for any temporary Taking to the extent it applies to the period prior to the end of the Term.

25.5. **Payment of Fees and Costs**. All fees and costs incurred in connection with any condemnation proceeding will be paid in accordance with the law governing condemnation proceedings, as determined by the court, if appropriate.

26. **Assignment and Subletting**.

26.1. **No Assignment or Subletting Without Prior Consent**. Except as expressly provided in this Agreement (including with respect to the Leasehold Mortgage or any foreclosure in connection therewith), Tenant shall not sell, assign or transfer all or any part of its interest in this Agreement or the Parcel, by operation of law or otherwise, without the City's prior written consent, except as set forth in Section 26.5 below. Notwithstanding the foregoing, Tenant shall be entitled to sublicense parts of the Train Station to vendors and other service providers in connection with the performance of the ancillary uses described in the Parcel Permitted Use.

26.2. **Definition of "Assignment" and "Assignee"**. As used in this Agreement, the term "**Assignment**" shall include the sale, assignment (including any assignment in an Insolvency as further defined below), transfer, mortgage, pledge or hypothecation by Tenant of all of its interest under this Agreement, of the Parcel. The term "**Assignee**" refers to each assignee, mortgagee, pledgee or other person who receives an Assignment of this Agreement.

26.3. **Procedure for Obtaining the City's Consent**. If Tenant desires to make an Assignment which requires the City's prior written consent hereunder, Tenant shall send a written request to the City to approve the Assignment, which request shall include the following information:

26.3.1. The name and address of the proposed Assignee and its form of organization;

26.3.2. The material terms and conditions of the proposed Assignment, including, without limitation, the financial terms of the proposed Assignment and the proposed commencement date of the proposed Assignment;

26.3.3. Financial statements for the three most recently completed fiscal years of the proposed Assignee and such other financial information as the City shall reasonably request (or if the proposed Assignee has not been in existence for at least three years, such financial statements as are available);

26.3.4. A description of any proposed remodeling or renovation of the Project to be conducted by the proposed Assignee; and

26.3.5. Evidence that the proposed Assignee has the financial ability necessary to perform this Agreement, including any necessary contractual rights to cause the operation of train service at the Train Station.

The City shall have a period of sixty (60) days following receipt of the request within which to notify Tenant in writing that the City elects to either (a) deny Tenant the right to consummate the Assignment or (b) permit Tenant to assign this Agreement. Once the items required above are submitted to the City, the City shall have the right to consent to or deny consent to an Assignment in the City's reasonable discretion, provided that the City provides a written statement summarizing the reasons for any denial. The failure of the City to notify Tenant in writing of City's election within the sixty (60) day-period shall be deemed an approval of the proposed Assignment.

26.4. **Effect of the City's Consent to Assignment**. Any consent given by the City to an Assignment shall apply only to the specific transaction thereby authorized and shall not relieve Tenant or any approved Assignee from the requirement of obtaining the prior written consent of the City to any further Assignment. No consent by the City to any Assignment shall be effective unless and until there shall have been delivered to the City an agreement in recordable form, executed by Tenant and the proposed Assignee, whereby the Assignee assumes all obligations of this Agreement to be done and performed for the balance then remaining in the Term. Any Assignee of this Agreement shall be bound by and be liable under all the terms, covenants and conditions contained in this Agreement throughout the Term. Upon acceptance by the City of the Assignee, and execution by Tenant and the Assignee of an assignment and assumption agreement approved by and consented to by the City, Tenant shall be released from any further obligations arising out of the Agreement subsequent to the Assignment.

26.5. **Transactions Not Requiring the Consent of City**.

26.5.1. Tenant shall have the right, upon prior notice to the City, but without the City's prior written consent, to assign this Agreement in whole to any Affiliate of Tenant, all such assignments subject, however to the following express conditions:

(a) The Assignee must assume in writing for the benefit of the City all of the obligations of Tenant under this Agreement; and

(b) the Assignee must continue to operate the Parcel as a Train Station and operate the passenger train service at the Train Station consistent with the requirements contained herein.

26.5.2. Tenant shall have the right to assign this Agreement in connection with the sale of all or substantially all of its assets; subject to the Assignee assuming in writing, for the benefit of the City, all of the obligations of Tenant under this Agreement.

26.5.3. Tenant shall have the right to assign this Agreement so long as the assignee shall continue to provide passenger rail service at the minimum level as set

forth in this Agreement and the Parcels shall continue to be used as a passenger rail station.

26.6. **Condition to Assignments Not Requiring City's Consent**. As a condition to any Assignment which does not require the consent of the City, the Assignee shall execute and deliver to the City a written agreement pursuant to which the Assignee assumes all obligations of Tenant under the Agreement for the balance of the Term and confirming Tenant is not in default at the time of the Assignment. Any such Assignment shall release Tenant from continuing liability under this Agreement arising or accruing after the date of the Assignment.

26.7. **Event of Default.** Tenant's rights under this Section 26 shall not be affected by a prior Event of Default as long as the same shall be cured at the time of (including after giving effect to) the Assignment; provided however that no Assignment may be completed during an Event of Default that is in the grace period or that otherwise remains uncured.

26.8. **Unpermitted Assignments**. Any Assignment made in contravention to the terms of this Section shall be null and void and shall be deemed a default by Tenant under the terms of this Agreement.

27. **Events of Default**. Each of the following occurrences shall constitute an "**Event of Default**" under this Agreement:

27.1. **Failure to Pay Money**. Failure by Tenant to pay when due any Rent or any other sum of money payable under this Agreement (including, but not limited to, failure to pay Real Property Taxes and Charges), and such failure continues for a period of thirty (30) days after such payment is due.

27.1.1. **Default Interest on Late Payments**. Any payments of Rent will accrue interest at the Default Rate from the due date until paid.

27.1.2. **Default Interest on Payments Made by City**. If the City elects to pay for any item that Tenant has failed to pay, such payments will accrue interest at the Default Rate from the payment date until Tenant reimburses the City; provided the City has provided any required notice and cure period prior to making such payment. The election of the City to make any payments on behalf of Tenant shall not cure Tenant's Event of Default hereunder; provided that the same may be cured to the extent Tenant reimburses the City within sixty (60) days of the City's payment and pays Default Interest thereon from the date of the City payment until the date of the reimbursement.

27.2. **Assignment**. Any Assignment by Tenant of this Agreement or of any interest in the Parcel other than as expressly permitted by this Agreement.

27.3. **Insolvency**.

27.3.1. **Voluntary Bankruptcy**. If any petition is filed by Tenant, as debtor, seeking relief under Chapters 7 or 11 of the United States Bankruptcy Code, 11 U.S.C. Section 101 et seq. (the "**Bankruptcy Code**"), or any successor thereto;

27.3.2. **Involuntary Bankruptcy**. If any petition is filed against Tenant, as debtor, instituting a case under Chapters 7 or 11 of the United States Bankruptcy Code or any successor thereto and Tenant is unable to dismiss the involuntary bankruptcy action within ninety (90) days after filing of said petition;

27.3.3. **Inability to Pay Debts**. If Tenant admits in writing its inability to pay its debts;

27.3.4. **Levy**. If the Parcel is levied upon or attached by process of law, and the levy or attachment is not discharged within sixty (60) days; or

27.3.5. **Fiduciary**. If a receiver or similar type of appointment or court appointee or nominee of any name or character is made for Tenant or a substantial part of Tenant's property, and such receiver or appointee or nominee is not discharged within 30 days of appointment.

27.4. **Representations**. If any representations of Tenant are materially false or misleading at the time when made.

27.5. **Discontinuation or Diminished Service.** If at any time during the Term of this Agreement unless due to a Force Majeure, suspension of service by a Governmental Authority or closure in connection with maintenance, rehabilitation, restoration, accidents or other incidents or as necessary to meeting regulatory requirements, the train service at the Train Station either (a) announces it has permanently stopped operating or (b) less than an average of two northbound and two southbound trains stop at the Train Station each day for three (3) six (6)-month periods (it being understood that no two (2) six (6)-month period may overlap for purposes of determining the applicability of this Section 27.5), the City may provide written notice to Tenant of its intention to exercise remedies hereunder and, to the extent Tenant fails, within ninety (90) days of such notice, to submit to the City a remedial plan that is thereafter approved by the City, and, if approved, comply with such remedial plan in all material respects, the City may exercise such remedies. Notwithstanding the foregoing, if such train service is suspended for a limited period of no more than 90 days for maintenance or repairs, the same will not be deemed to be a discontinuation under this Section.

27.6. **Failure to Perform Other Covenants**. The failure or refusal of Tenant to fulfill or perform any other material covenant, agreement, or obligation of Tenant under this Agreement that is not set forth in Sections 27.1 through 27.5 above, if such failure continues for a period of 30 days after written notice to Tenant. If Tenant's failure to perform is capable of cure, but cannot reasonably be cured within 30 days, then Tenant shall have an additional 180 days within which to cure the default, but only if (a) Tenant commences to cure the default within the initial 30-day period and thereafter continues diligently to perform all actions necessary to cure the default; and (b) the Project continues to operate in the ordinary course of business to the extent reasonable taking into account the nature of the alleged failure to perform the covenant, agreement, or obligation in question. Failure by Tenant to

vacate the Parcel at the end of the Term of this Agreement shall be deemed an immediate Event of Default and will not require notice or a 30 day grace period.

28. **Remedies for Tenant's Default.**

28.1. **Legal and Equitable Remedies.** If the City shall claim that an Event of Default exists, the City shall have the right, subject to the provisions of Exhibit B and any Recognition Agreement executed pursuant to the provisions of this Agreement, to institute from time to time an action or actions (i) to recover damages (exclusive of consequential, punitive, or special damages), (ii) for specific performance, injunctive and/or other equitable relief, (iii) suspend access to the Parcel until Event of Default is cured or (iv) terminate this Agreement. City's right to terminate the Agreement, collect any past due rents, call-in any surety, and take control of the Parcels shall be the sole and exclusive remedy of City in the event Tenant defaults under Section 27.5.

28.2. **Personal Liability.** Notwithstanding any provision contained in this Agreement to the contrary, no personal liability or personal responsibility shall be asserted or enforceable against any of Tenant's directors, officers, shareholders, employees, agents, constituent partners, members, beneficiaries, trustees or representatives.

29. **City Default.** If City shall fail in the performance of any material term of this Agreement, then the Tenant, or its agent, may send to the City a written notice of default, specifying the nature of the default, and City shall, within sixty (60) days after the date of the notice, cure and remedy the default, and this Agreement shall then continue as before; provided, however, in the event such breach cannot with due diligence be cured within a period of sixty (60) days, and if written notice of the default shall have been given to City, and if City, prior to the expiration of sixty (60) days from and after the giving of such notice commences to eliminate the cause of such default and proceeds to cure and uses commercially reasonable efforts to cure such default and does so cure such default within a reasonable period of time, then City shall not be in default under this Agreement. Failure of the Tenant to insist upon the strict performance of any of the covenants, conditions and agreements of this Agreement in any one or more instances, shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions and agreements. If the City fails to cure the default after any applicable grace period, Tenant shall have the right to terminate this Agreement and all legal and equitable remedies under applicable law.

30. **Force Majeure.** Tenant shall not be in breach of or in default of any of its non-monetary obligations, including, without limitation, suspension of construction or operational activities, by reason of unavoidable delay due to a Force Majeure. Upon the occurrence of a Force Majeure, Tenant shall send notice to the City within ten (10) Business Days advising the City of the estimated period of delay resulting from the Force Majeure. If a Force Majeure occurs, any deadline or time period affected by the Force Majeure shall be extended for the period of the Force Majeure; provided no such extension shall result in the imposition of a lien on the Parcel or otherwise result in a loss of the City's ownership of the Parcel.

31. **Interest in the Project.** Prior to the expiration or termination of this Agreement, the Leasehold Estate in the Project will remain in Tenant, subject to the terms and conditions of this Agreement governing the construction, use, and operation of the Project. Tenant's interest in and to the Project shall not be separable from Tenant's Leasehold Estate in the Parcel granted by this Agreement. The City will all times hold fee simple title to the Parcel.

32. **Surrender of Parcel**. Upon the expiration of the Term or the earlier termination of this Agreement, subject to the rights of a permitted Leasehold Mortgagee, (i) Tenant shall surrender the Parcel to the City, (ii) Tenant shall, at its option, (a) secure or raze the Train Station (or portion thereof if mutually agreed) and remove all furniture, fixtures, and equipment installed in or affixed to the Parcel owned by Tenant or (b) remove all furniture, fixtures, and equipment installed in or affixed to the Parcel owned by Tenant and remove all of the debris and trash therefrom so as to leave the Parcel in reasonably safe condition and title in any personal property, furniture, fixtures or equipment left in the Train Station will automatically pass to, vest in and belong to the City or its successor in ownership, free and clear of all Liens, without need of any further action being taken by the City or Tenant. It shall be lawful for the City or its successor in ownership to re-enter and repossess the Parcel without process of law. To confirm the automatic vesting of title as provided in this Section, Tenant shall execute and deliver such further assurances and instruments of assignment, termination, and conveyance as may be reasonably required by the City for that purpose.

33. **Holding Over.** Tenant shall not use or remain in possession of the Parcel after the termination of this Agreement. If Tenant fails or refuses to vacate the Parcel after the termination or expiration of the Agreement, the same shall be deemed an immediate Event of Default without any grace period and entitle the City will all remedies set forth herein. If the City, in its sole discretion, does not elect to evict Tenant, then Tenant shall become a tenant at sufferance and liable for Rent and all other expenses, obligations and payments at one and one-half (1.5) times the rate in effect for the immediately preceding year of the Term of this Agreement. There shall be no renewal whatsoever of this Agreement by operation of law.

34. **Notice**. All notices, demands, requests and other communications required under this Agreement must be given in writing and must be delivered by (a) hand delivery, with a receipt issued by the party making such delivery; (b) United States certified mail, return receipt requested, or (c) a nationally recognized overnight delivery service which provides delivery confirmation. Notice will be deemed to have been given upon receipt or refusal of delivery by one of the foregoing three methods. Any party may designate a change of address by written notice to the other party, received by such other party at least ten days before the change of address is to become effective.

34.1. **Notice to Tenant**. Notice to Tenant under this Agreement must be sent to:

Brightline Trains Florida LLC
350 NW 1st Avenue, Suite 200
Miami, Florida 33128
Attention: Patrick Goddard

With a copy to:

Brightline Trains Florida LLC
350 NW 1st Avenue, Suite 200
Miami, Florida 33128
Attention: Legal Department

34.2. **Notice to City.** Notice to the City under this Agreement must be sent to:

City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994
Attention: City Manager
With a copy to:

City Attorney's Office
City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994
Attention: City Attorney

35. **Representations Regarding Authority of the Parties.**

35.1. **Tenant's Representations.** Tenant represents to City that:

35.1.1. Tenant is a Delaware limited liability company duly formed and validly existing, qualified to do business in Florida, with full power and authority to enter into this Agreement, to lease the Parcel, and to develop, construct, operate and manage the Parcel in accordance with this Agreement;

35.1.2. The execution of this Agreement by Tenant has been validly authorized;

35.1.3. As of the date of execution, this Agreement is a valid and binding obligation of Tenant, enforceable in accordance with its terms;

35.1.4. The individual signing this Agreement is an authorized officer of Tenant and has full power and authority to sign this Agreement on behalf of Tenant and to cause Tenant to perform its obligations under this Agreement; and

35.1.5. Tenant has no actual knowledge of any fact or circumstance that would prevent Tenant from performing in accordance with this Agreement.

35.2. **City's Representations.** The City represents to Tenant that:

35.2.1. The execution of this Agreement by the City has been validly authorized;

35.2.2. As of the date of execution, this Agreement is a valid and binding obligation of the City, enforceable in accordance with its terms upon the performance of the condition precedent, that Martin County provide the land and its financing obligation as described in the inter-local agreement between Stuart, Florida and Martin County;

35.2.3. The execution and delivery of this Agreement does not violate or conflict with the City of Stuart Charter or City Code; and

35.2.4. The City has received no written notice of any fact or circumstance which would prevent the City from performing in accordance with this Agreement.

36. **Representations By Parties.**

36.1. **Representations by the City.** The City hereby represents, warrants and covenants to Tenant that:

36.1.1. The City is a municipal corporation of the State of Florida; and

36.1.2. The City has obtained the necessary approvals to enter into this Agreement and the person executing this Agreement has the authority to execute this Agreement on behalf of the City.

36.2. **Representations by Tenant**. Tenant hereby warrants and represents to the City that:

36.2.1. Tenant is a duly organized, lawfully existing limited liability company formed in the State of Delaware with authority to do business in the State of Florida and its status is in good standing under the laws of the State of Delaware and the State of Florida;

36.2.2. Tenant has the full right, power and authority to make, execute, deliver and perform its obligations under this Agreement;

36.2.3. Tenant's execution and delivery of this Agreement has been authorized by all requisite limited liability company action, and the execution and delivery of this Agreement by Tenant and the performance of its obligations hereunder will not violate or contravene any agreement or obligation to which Tenant is a party or by which it is bound;

36.2.4. There is no action, suit, litigation or proceeding pending or, to Tenant's knowledge, threatened against Tenant which could prevent Tenant's entry into this Agreement and/or, in any material respect, performance of its obligations hereunder;

36.2.5. The person signing this Agreement on behalf of Tenant is duly and validly authorized to do so; and

36.2.6. Florida East Coast Railway, L.L.C. has granted Tenant (and/or its Affiliates) the right to operate the System in the manner described herein in accordance with the Corrective Second Amended and Restated Grant of Passenger Service Easement (Miami to Orlando), dated as of October 5, 2017, and recorded in the Official Records of Martin County, Book 2952, Page 2948 (the "**Passenger Easement**");

37. **Miscellaneous Provisions (in alphabetical order).**

37.1. **Amendments.** No amendment to this Agreement will be binding on any party unless in writing and signed by all parties. The City is not obligated to spend any money or undertake any obligation in connection with an amendment proposed or requested by Tenant.

37.2. **Approvals by the City.** All requests for action or approvals by the City will be sent to the City Manager (with a copy to the City Attorney) for decision as to who

within the City, including the City Council, must act or approve the matter on behalf of the City.

37.3. **Attorneys' Fees.** In the event either party to the Agreement institutes legal proceedings in connection with this Agreement, each party shall be responsible for its own Attorney's Fees.

37.4. **Brokers.** City and Tenant represent to each other that neither party has engaged a real estate broker or other person entitled to payment of a commission in connection with this Agreement. Tenant is responsible for, and will hold the City harmless with respect to, the payment of any commission claimed by or owed to any real estate broker or other person retained by Tenant who is entitled to a commission as a result of the execution and delivery of this Agreement.

37.5. **Counterparts.** This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. This Agreement is effective only after execution and delivery by the parties.

37.6. **Entire Agreement.** This Agreement and the Exhibits constitute the sole agreement of the parties with respect to its subject matter. Any prior written or oral agreements, promises, negotiations, representations or communications not expressly set forth in this Agreement are of no force or effect.

37.7. **Estoppel Certificates.**

37.7.1. Within thirty (30) days after written request by either City or Tenant, the other party will execute, acknowledge and deliver to the requesting party or to any actual or prospective Leasehold Mortgagee, a certificate stating, to the best of the parties knowledge based on information available, received, or reviewed through the date specified in the certificate, the following:

(a) This Agreement (including, but not limited to, Exhibit B) is in full force and effect and has not been modified, supplemented or amended in any way, or, if there have been modifications, the Agreement is in full force and effect as modified, identifying the modification agreement. If the Agreement is not in force and effect, the certificate will so state;

(b) This Agreement, as modified if applicable, represents the entire agreement between the parties as to the subject matter, or, if it does not, the certificate will so state;

(c) The Agreement Commencement Date, the Parcel Acceptance Date, dates of Renewal Terms, and expiration date of the Term then in effect;

(d) To the knowledge of the certifying party, all conditions under the Agreement to be performed up to that date by the City or Tenant, as the case may be, have been performed or satisfied and, as of the date of the certificate, there are no existing defaults, defenses or offsets which the City or Tenant, as the case may be, has against the enforcement of the Agreement by the other party. If such conditions have not been satisfied or if there are any defaults, defenses or

offsets, the certificate will so state; and

(e) All payments due from Tenant under this Agreement have been paid in full as of the date of the certificate. If any payments due under the Agreement have not been paid, the certificate will so state.

37.7.2. The party to whom the certificate is issued may rely on the matters set forth in the certificate. In delivering the certificate, neither Tenant nor the City, nor any individual signing the certificate on a party's behalf, will be liable for the accuracy of the statements made in the certificate, but rather will be estopped from denying the veracity or accuracy of the statements. Any certificate required to be made by the City or Tenant pursuant to this paragraph will be deemed to be made by the City or Tenant, as the case may be, and not by the person signing the certificate.

37.8. **Governing Law.** This Agreement will be governed by Florida law. This Agreement is subject to and must comply with the Charter and Code of Ordinances the City of Stuart.

37.9. **Holidays.** Whenever a notice or performance due under the Agreement falls on a Saturday, Sunday or on a legal holiday recognized by the City, the notice or performance will be postponed to the next following Business Day.

37.10. **No Liability for Approvals and Inspections.** No approval given by the City in its capacity as landlord under this Agreement, and no inspection or other governmental review or action by the City under this Agreement, will render the City liable for its failure to discover any defects or nonconformance with any Governmental Requirement nor will it be deemed to be an approval of the City as a Governmental Authority, a waiver of any fees or charges that may be charged by the City as a Governmental Authority, or a waiver of any rights the City may exercise as a Governmental Authority.

37.11. **No Partnership or Joint Venture.** Nothing contained in this Agreement is intended or is to be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners, or creating or establishing the relationship of a joint venture between the City and Tenant, or as constituting Tenant as the agent or representative of the City for any purpose or in any manner whatsoever. Nothing in this Agreement is intended to grant, create or establish any rights in a third party or as a third party beneficiary.

37.12. **Public Records Act.** In connection with the Train Station, Parking Area, and Rail Infrastructure the following shall apply:

37.12.1. The City of Stuart is a public agency subject to Chapter 119, Florida Statutes. This Agreement requires Tenant to provide services, and therefore Tenant shall comply with Section 119.0701, Florida Statutes. Specifically, Tenant shall:

(a) Keep and maintain all public records related to the performance of the services.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records, or allow the records

to be inspected or copied within a reasonable time, at a cost that does not exceed that provided in chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement.

(d) Upon completion or other termination of the Agreement, keep and maintain the public records required by the City to perform the services. Tenant shall meet all applicable requirements for retaining public records set out in Florida law.

(e) In addition to maintaining the records pursuant to clause (d) above, provide to the City all records that were stored electronically by Tenant, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

37.12.2. The failure by Tenant to comply with the provisions set forth in this Section, or to comply with the City's request for records, shall constitute a breach of this Agreement, and the City shall, in its discretion, have the right to pursue any and all remedies against Tenant provided for under this Agreement or at law.

37.12.3. **IF TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AS THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY AT CITYCLERK@CI.STUART.FL.US 772-288-5551; CITY OF STUART, CITY CLERK, 100 SE OCEAN BOULEVARD, 1ST FLOOR121 SW FLAGLER AVENUE, STUART, FL 34994 PER FLORIDA STATUTES § 119.12.**

37.13. **Radon.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit for Martin County.

37.14. **Recording; Documentary Stamps.** Promptly after the Parcel Acceptance Date, a memorandum of this Agreement, in the form attached as Exhibit C, shall be recorded by the City in the Public Records of Martin County, Florida. The cost of recording, and the cost of any required documentary stamps, if any, shall be paid by Tenant as a Project Cost.

37.15. **Remedies Cumulative; Waiver**. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, are intended to be cumulative and concurrent. The exercise by either party of any one or more of its remedies will not preclude the exercise by a party, at the same or different times, of any other remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party. No waiver of any default or Event of Default under this Agreement will extend to or affect any other existing or subsequent default or Event of Default, or impair any rights, powers or remedies of a party in connection with any other default or Event of Default. A party's delay or omission in exercising any right, power or remedy will not be construed as a waiver of any default or Event of Default or constitute acquiescence to the default or Event of Default.

37.16. **Representatives Not Individually Liable.** No official, representative, employee, agent, or licensee of the City will be personally liable to Tenant or any successor in interest for any amount which may become due to Tenant for any obligations of City under this Agreement, or in the event of any default or breach by the City.

37.17. **Section Headings.** The headings of any sections or subsections of this Agreement are for convenience only and will not affect the interpretation of this Agreement.

37.18. **Severability.** If any provision of this Agreement is held to be illegal or unenforceable in a judicial proceeding or by virtue of any present or future Governmental Requirement, then provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the illegal or unenforceable provision shall be severed and shall be inoperative, and the remainder of the Agreement will remain operative and binding on the parties.

37.19. **Sovereign Immunity**. Nothing herein shall constitute, or be construed as, a waiver of sovereign immunity by the City or as a waiver beyond the limits set forth in Florida Statutes, Section 768.28, or of any defense available to the City as set forth in Section 768.28, Florida Statutes, or in any other provisions of Florida law.

37.20. **Standard of Conduct.** The implied covenant of good faith and fair dealing under Florida law is expressly adopted in this Agreement; provided however that this standard does not limit the City's right to act in its sole discretion as expressly set forth in this Agreement.

37.21. **Successors and Assigns.** This Agreement binds and inures to the benefit of the City and Tenant, and their respective permitted successors and assigns (in the case of Tenant as set forth in Section 26), except to the extent expressly limited by this Agreement.

37.22. **Survival.** If any provision or obligation in this Agreement by its nature imposes an obligation to continue after termination, such section shall survive the cancellation, termination or expiration of this Agreement.

37.23. **Time is of the Essence.** Time is of the essence in the performance of all obligations of each party under this Agreement, including Tenant's adherence to any development schedule or timetable set forth herein or delivered by Tenant to the City in connection hereof.

37.24. **Termination Right**. In the event that the County does not provide the funding or the land described in the inter-local agreement, the City and Tenant acknowledge that the City cannot perform its obligations under this Agreement and either party may terminate this Agreement by written notice to other party, in which event the parties hereto shall have no further rights or obligations hereunder because the County funding and land are material conditions precedent to this agreement becoming effective.

37.25. **Venue.** Venue for any disputes arising out of this Agreement and for any actions involving the enforcement or interpretation of this Agreement will be in the State courts of the 19th Judicial Circuit of Martin County, Florida.

37.26. **Waiver of Jury Trial.** EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO (a) THIS AGREEMENT, INCLUDING ANY EXHIBITS, OR SCHEDULES ATTACHED TO THIS AGREEMENT; (b) ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION WITH THIS AGREEMENT; OR (c) THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THIS WAIVER SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

[SIGNATURE PAGES TO FOLLOW]

The parties are signing this Agreement on the dates set forth below their respective signatures.

ATTEST:

Mary Kindel
City Clerk

Approved as to form
and correctness:

Lee Baggett
City Attorney

CITY OF STUART, a Florida municipal corporation

By: _____
Campbell Rich, Vice Mayor

Date: 26 Aug 24

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD ·

[SIGNATURE BLOCKS CONTINUE ON FOLLOWING PAGES]

Witnesses (two required):

Signature: _____

Print Name: CYNTHIA A. BECKMANN

Signature: _____

Print Name: Nathaniel Burn

BRIGHTLINE TRAINS FLORIDA LLC, a Delaware limited liability company

By: _____

Name: P GODDARD

Title: PRESIDENT

Date: 8/27/24

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on August 27, 2024, by Patrick Goddard as President of **BRIGHTLINE TRAINS FLORIDA LLC**, a Delaware limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

[SEAL]

_____
Notary Public, State of Florida

DIONE PRICE
Notary Public - State of Florida
Commission # HH 378698
My Comm. Expires Mar 26, 2027
Bonded through National Notary Assn.

3/26/29

Exhibit A

SKETCH OR LEGAL DESCRIPTION OF THE PARCEL

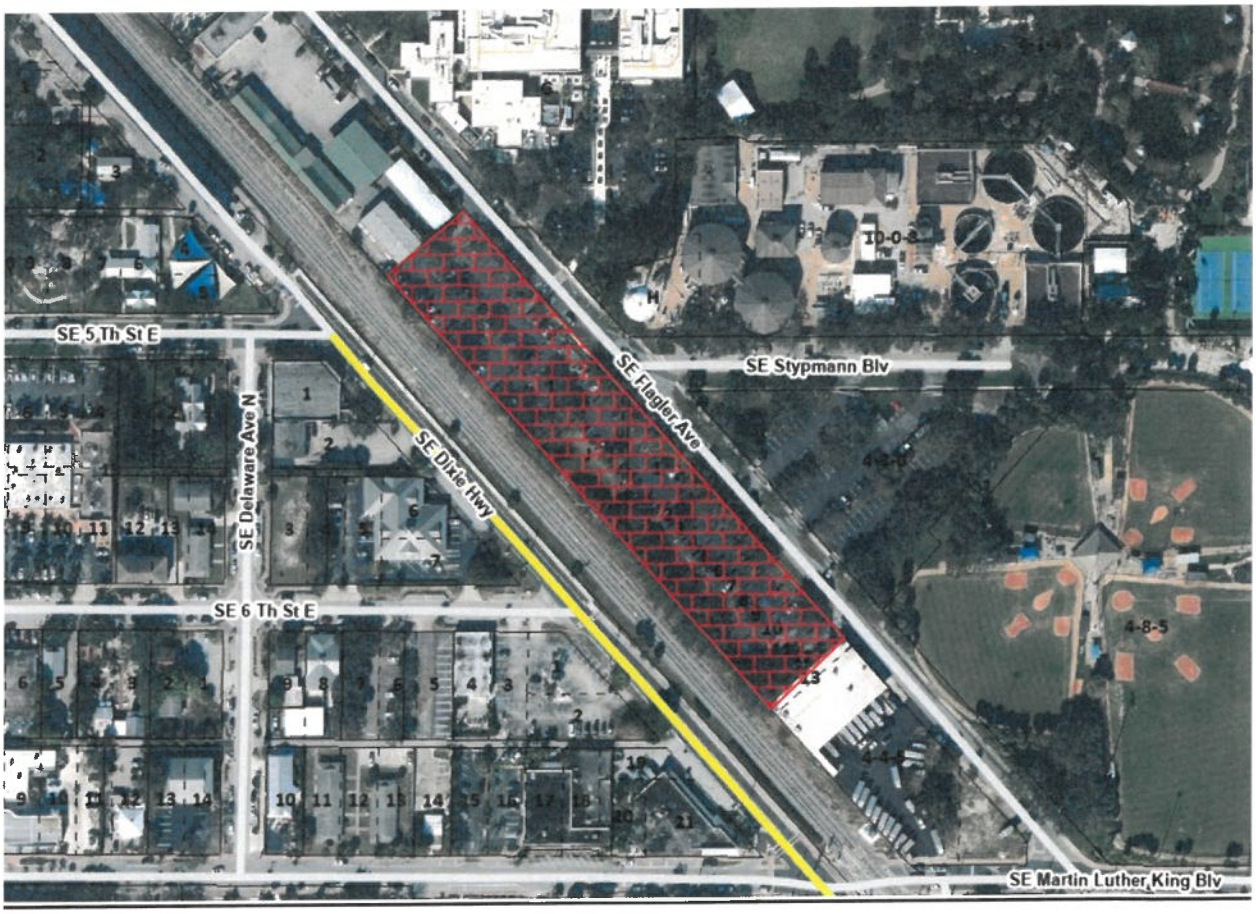


Exhibit B

LEASEHOLD MORTGAGE PROVISIONS

The terms and provisions set forth in this Exhibit "C" shall be applicable to Leasehold Mortgage executed by Tenant with respect to the Leasehold Estate and the rights of the Leasehold Mortgagee in connection therewith, are incorporated into and shall constitute a part of the Agreement and shall control in the event of any conflict with the provisions of the Agreement. Terms which are defined in the Agreement shall have the same meanings when used herein.

1. **Assent**. The City does hereby assent to each Leasehold Mortgage, any assignment of Tenant's rights in and to the Agreement in connection with such Leasehold Mortgage, and to any subsequent sale or transfer of the Leasehold Estate as permitted in such any security instrument following a foreclosure or transfer in lieu thereof; provided however to the following express conditions:

(a) The Leasehold Mortgagee must agree to assume, in writing for the benefit of the City, all of the obligations of Tenant under this Agreement in the event that the Leasehold Mortgagee forecloses or otherwise obtains possessory interest, directly or indirectly, of the Leasehold Estate; and

(b) If the Leasehold Mortgage forecloses or otherwise obtains possessory interest, directly or indirectly, the Leasehold Mortgagee, directly or through its agent, must continue to operate the Train Station as a Train Station and operate the passenger train service at the Train Station consistent with the requirements contained herein so there is no disruption in service.

2. **Limitations on the City's Right to Exercise Remedies**. Until all obligations of Tenant to the Leasehold Mortgagee (the "**Loan Obligations**") shall have been completely paid and performed, and the Leasehold Mortgage shall have been discharged, the City shall not take any action to terminate or exercise any remedy for default in the obligations of Tenant thereunder without first complying with the requirements of Paragraph 6 hereof.

3. **No Modifications**. Until the Loan Obligations shall have been completely paid and performed, and the Leasehold Mortgage shall have been discharged, the City and Tenant shall not by joint action terminate, amend or otherwise modify the Agreement without Leasehold Mortgagee's prior written consent; except in the manner set forth in the Agreement. Any such termination, amendment or modification without Leasehold Mortgagee's prior written consent shall not be binding upon Tenant, its successors or assigns.

4. **Removal of Collateral**. The City agrees that Leasehold Mortgagee shall have the right to remove from the Property any of Tenant's personal property, whenever Leasehold Mortgagee shall elect to enforce the security interests given by Tenant therein, either during the Term of the Agreement or within thirty (30) days after the expiration or the early termination thereof, or for such additional period required by the entry of any order prohibiting Leasehold Mortgagee's timely enforcement of such rights. The City hereby disclaims any title to or rights in Tenant's personal property and confirms the City's waiver and release of any landlord's lien, encumbrance or other interest which the City may now or hereafter have or acquire therein under

the Agreement or applicable law. Nothing herein shall prevent the City from removing any personal property of the City located within the Parking Area.

5. **INTENTIONALLY OMITTED.**

6. **Additional Leasehold Mortgagee Protection Provisions.** The terms and conditions set forth below in this Paragraph 6 shall be binding upon the City as if fully set forth in the Agreement, and to the extent of any inconsistency between the terms and provisions contained in the Agreement and the terms and conditions set forth below in this Paragraph 6, the terms and conditions set forth below in this Paragraph 6 shall govern and control:

(a) **Notices to Leasehold Mortgagee; Leasehold Mortgagee's Right to Cure.**

(i) The City shall send to Leasehold Mortgagee, by certified or registered mail, a true, correct and complete copy of any notice to Tenant of a default by Tenant under the Agreement at the same time as and whenever any such notice of default shall be given by the City to Tenant, addressed to Leasehold Mortgagee at the address last furnished to the City by such Leasehold Mortgagee. No notice by the City shall be deemed to have been given unless and until a copy thereof shall have been so given to and received by Leasehold Mortgagee; provided that failure of the City to provide the Leasehold Mortgagee with a copy of a default notice shall not affect the validity of the default notice to Tenant under the Agreement. Tenant irrevocably directs that the City accept, and the City agrees to accept, performance and compliance by Leasehold Mortgagee of and with any term, covenant, agreement, provision, condition or limitation on Tenant's part to be kept, observed or performed under the Agreement with the same force and effect as though kept, observed or performed by Tenant.

(ii) Notwithstanding anything provided to the contrary in the Agreement, the City shall forebear from exercising remedies under the Agreement because of an Event of Default until and unless:

(A) With respect to a monetary default, Leasehold Mortgagee has not cured such default or breach within ten (10) days following the expiration of any of Tenant's notice and cure period set forth in the Agreement; and

(B) With respect to a non-monetary default, Leasehold Mortgagee has not cured such default or breach within thirty (30) days following the expiration of any of Tenant's notice and cure periods set forth in the Agreement or, if such default or breach is curable but cannot be cured within such time period, (1) Leasehold Mortgagee has not notified the City within such time period that it intends to cure such default or breach, or (2) Leasehold Mortgagee has not diligently commenced to cure such default or breach, or (3) Leasehold Mortgagee does not prosecute such cure to completion.

(C) Furthermore, notwithstanding anything to the contrary contained herein, if Leasehold Mortgagee determines to foreclose or cause its designee to foreclose the Leasehold Mortgage or to acquire or cause its designee to acquire the Property or to succeed or cause its designee to succeed to Tenant's possessory rights with respect to the Property or to appoint a receiver before it effectuates the cure of any non-monetary default, the cure periods set forth above (except with respect to a cure of the Event of Default set

forth in Section 27.5) shall be extended by any period during which foreclosure proceedings, or legal proceedings to succeed to Tenant's possessory rights, or proceedings to appoint the receiver are conducted, as the case may be. Any such proceedings shall be commenced promptly after the notice of default is delivered to Leasehold Mortgagee and shall be diligently prosecuted. Promptly after Leasehold Mortgagee or a designee of Leasehold Mortgagee acquires the Property pursuant to foreclosure proceedings or otherwise or succeeds to Tenant's possessory rights or promptly after a receiver is appointed, as the case may be, Leasehold Mortgagee or its designee shall cure said Non-Monetary Default.

(b) **The City's Consents**. The City hereby consents to, and agrees that the Leasehold Mortgage may contain provisions for any or all of the following:

(i) An assignment of Tenant's share of the net proceeds from available insurance coverage or from any award or other compensation resulting from a total or partial taking of the Property by condemnation;

(ii) The entry by Leasehold Mortgagee upon the Property, without notice to the City or Tenant but during normal business hours, to view the state of the Property;

(iii) A default by Tenant under the Agreement being deemed to constitute a default under the Leasehold Mortgage;

(iv) An assignment of Tenant's right, if any, to terminate, cancel, modify, change, supplement, alter, renew, or amend the Agreement, including, without limitation, Tenant's right under Section 365(h)(1) of the Federal Bankruptcy Code to elect to treat the Agreement as terminated, and an assignment of all of Tenant's other rights under the Federal Bankruptcy Code to the extent assignable;

(v) An assignment of any Sublease to which the Leasehold Mortgage is subordinated; and

(vi) Provided that at all times the Train Station shall remain operational and train service is not disrupted, the following rights and remedies (among others) to be available to Leasehold Mortgagee upon the default under any Leasehold Mortgage:

(A) The foreclosure of the Leasehold Mortgage pursuant to a power of sale, by judicial proceedings or other lawful means and the sale of the Property to the purchaser at the foreclosure sale and a subsequent sale or sublease of the Property by such purchaser if the purchaser is a Leasehold Mortgagee or its nominee or designee;

(B) The appointment of a receiver, irrespective of whether Leasehold Mortgagee accelerates the maturity of all indebtedness secured by the Leasehold Mortgage;

(C) The right of Leasehold Mortgagee or the receiver appointed under subparagraph (B) above to enter and take possession of the Property, to manage and operate the same, to collect the subrentals, issues and profits therefrom and any other income generated by the

Property or the operation thereof and to cure any default under the Leasehold Mortgage or any default by Tenant under the Agreement; or

(D) An assignment of Tenant's right, title and interest under the Agreement in and to any deposit of cash, securities or other property which may be held to secure the performance of the Loan Obligations, including, without limitation, the covenants, conditions and agreements contained in the Leasehold Mortgage, in the premiums for or dividends upon any insurance provided for the benefit of any Leasehold Mortgagee or required by the terms of the Agreement, as well as in all refunds or rebates of taxes or assessments upon or other charges against the Property, whether paid or to be paid.

(c) **Permitted Transfers.**

(i) It is acknowledged that the Leasehold Mortgage may be assigned by Leasehold Mortgagee in accordance with its terms. Notwithstanding anything stated to the contrary in the Agreement, the following transfers shall be permitted and shall not require the approval or consent of the City:

(A) A transfer of the Property at foreclosure sale under the Leasehold Mortgage, whether pursuant to the power of sale contained therein or a judicial foreclosure decree, or by an assignment in lieu of foreclosure, or

(B) Any subsequent transfer by Leasehold Mortgagee or its nominee or designee if Leasehold Mortgagee, or such nominee or designee, is the purchaser at such foreclosure sale or under such assignment in lieu of foreclosure.

(ii) Any such transferee shall be liable to perform the obligations of Tenant under the Agreement only so long as such transferee holds title to the Property, provided that upon any conveyance of title, such transferee's transferee expressly assumes and agrees to perform all of the obligations under the Agreement; provided further, that the liability of any Leasehold Mortgagee that obtains title to the Property shall be limited to Leasehold Mortgagee's interest in the Property; subject, however to the following express conditions:

(A) The Transferee must agree to assume, in writing for the benefit of the City, all of the obligations of Tenant under this Agreement in the event that the Transferee forecloses or otherwise obtains possessory interest, directly or indirectly, of the Leasehold Estate; and

(B) If the Leasehold Mortgage forecloses or otherwise obtains possessory interest, directly or indirectly, the Transferee, directly or through its agent, must continue to operate the Parcel as a Train Station and operate the passenger train service at the Train Station in accordance with the requirements contained herein so there is no disruption in service.

(iii) Following the transfer, if any, described in Paragraph 6(d)(i) above, all non-curable defaults existing under the Agreement prior to such transfer shall be deemed waived without further notice or action of any party.

(d) **Estoppel Certificates**. the City shall execute and/or deliver to any person, firm or entity specified by Tenant (i) provided that such be the case, a certificate stating that the Agreement is in full force and effect, that, to the City's knowledge, Tenant is not in default under the Agreement, that the Agreement has not been modified or supplemented in any way and containing such other factual certifications concerning the Agreement (including, without limitation, the certifications contained herein and in the Agreement) as such person, firm or entity may reasonably request, and (ii) copies of the documents creating or evidencing the Agreement certified by the City as being true, correct and complete copies thereof.

(e) **Waiver of Subrogation**. Upon written request of Leasehold Mortgagee, any policy of property insurance insuring the City shall contain an endorsement waiving the insurer's right of subrogation as against Leasehold Mortgagee and Tenant.

(f) **New Lease to Leasehold Mortgagee**. If the Agreement is terminated for any other reason or is extinguished for any reason (including, without limitation, rejection of the Agreement by a trustee in bankruptcy), then Leasehold Mortgagee may elect to demand a new lease of the Property (the "**New Lease**") by written notice to the City within thirty (30) days after such termination. Upon any such election, the following provisions shall apply:

(i) The New Lease shall be for the remainder of the Term of the Agreement, effective on the date of termination, at the same rent and shall contain the same covenants, agreements, conditions, provisions, restrictions and limitations as are then contained in the Agreement.

(ii) The New Lease shall be executed by the City within ninety (90) days after receipt by the City of notice of Leasehold Mortgagee's or such other acquiring person's election to enter into a New Lease.

(iii) Any New Lease and the leasehold estate created thereby shall, subject to the same conditions contained in the Agreement and in this Exhibit, continue to maintain the same priority as the Agreement with regard to any Leasehold Mortgage or any other lien, charge or encumbrance affecting the Property. Concurrently with the execution and delivery of the New Lease, the City shall assign to the tenant named therein all of its right, title and interest in and to moneys, if any, then held by or payable to the City which Tenant would have been entitled to receive but for the termination of the Agreement.

(iv) If Tenant refuses to surrender possession of the Property following such termination, then the City shall, at the request of Leasehold Mortgagee or such other acquiring person, institute and pursue diligently to conclusion the appropriate legal remedy or remedies to oust or remove Tenant. Any such action taken by the City at the request of Leasehold Mortgagee or such other acquiring person shall be at Leasehold Mortgagee's or such other acquiring person's sole expense, and Leasehold Mortgagee or such other acquiring person, as applicable, shall indemnify and hold harmless the City from any liability in connection therewith.

(v) The Leasehold Mortgagee or such other acquiring person shall cure all then-existing Monetary Defaults, and all Non-Monetary Defaults capable of cure following execution of the New Lease.

(g) **No Fee Mortgages**. The City shall not encumber the City's reversionary estate in the Property or any part thereof with a deed of trust, mortgage or other security instrument.

7. **Bankruptcy Provisions**.

(a) **Bankruptcy Filing by the City**. So long as the Leasehold Mortgage shall remain outstanding and the Agreement is not in an Event of Default, and in the event of a bankruptcy filing (voluntary or involuntary) by the City, the City agrees that it will not reject the Lease in connection with the right of election arising under Section 365(h)(1) of the Bankruptcy Code, 11 U.S.C. §101 et seq. (the "Bankruptcy Code"). Other than agreeing to not reject the Agreement as set forth above, ,the City shall retain any rights available to it pursuant to the Bankruptcy Code. For purposes of Section 365(h) of the Bankruptcy Code, the term "possession" shall mean actual possession of the Property granted to Tenant under the Agreement.

(b) **Bankruptcy Filing by Tenant**. So long as the Leasehold Mortgage shall remain outstanding, and in the event of a bankruptcy filing (voluntary or involuntary) by Tenant, then if Tenant shall reject the Agreement pursuant to Section 365(a) of the Bankruptcy Code, the City shall have the right to collect from Tenant all expenses, fees and costs, including attorney fees through assumption or rejection, including sums incurred to assess the City's rights and obligations during the Insolvency. The City shall serve on Leasehold Mortgagee notice of such rejection, together with a statement of all sums at the time due under the Agreement, including all other rejection damages allowable pursuant to the Bankruptcy Code, and of all other defaults under the Agreement then known to the City. Leasehold Mortgagee shall have the right, but not the obligation, to serve on the City within thirty (30) days after service of the notice provided in the preceding sentence, a notice that Leasehold Mortgagee elects to (i) assume the Agreement, and (ii) cure all defaults outstanding thereunder (x) concurrently with such assumption as to defaults in the payment of money and defaults under Section 27.6 of the Agreement, and (y) within sixty (60) days after the date of such assumption as to other defaults, except for defaults of the type specified in Section 365(b)(2) of the Bankruptcy Code. If Leasehold Mortgagee serves such notice of assumption, then, as between the City and Leasehold Mortgagee (i) the rejection of the Agreement by Tenant shall not constitute a termination of the Agreement, (ii) Leasehold Mortgagee may assume the obligations of Tenant under the Agreement without any instrument or assignment of transfer from Tenant, (iii) Leasehold Mortgagee's rights under the Agreement shall be free and clear of all rights, claims and encumbrances of or in respect of Tenant, and (iv) Leasehold Mortgagee shall consummate the assumption of the Agreement and the payment of the amounts payable by it to the City pursuant to this Section at a closing to be held at the offices of the City (or its attorneys) within thirty (30) days after Leasehold Mortgagee shall have served the notice of assumption hereinabove provided. Upon a subsequent assignment of the Agreement by Leasehold Mortgagee in accordance with the terms of Section 26 of the Agreement, Leasehold Mortgagee shall be relieved of all obligations and liabilities arising from and after the date of such assignment.

8. **Notices**. Any notices to Leasehold Mortgagee shall be in writing and shall be given in accordance with the provisions of Section 33 of the Agreement.

9. **Continued Effectiveness**. The rights of Leasehold Mortgagee, and the obligations of the City and Tenant arising hereunder shall not be affected, modified or impaired in any manner

or to any extent by (a) any renewal, replacement, amendment, extension, substitution, revision, consolidation, modification or partial termination of any of the Loan Obligations; (b) the validity or enforceability of any document evidencing or securing the Loan Obligations; (c) the release, sale, exchange or surrender, in whole or in part, of any collateral security, now or hereafter existing, for any of the Loan Obligations; (d) any exercise or non-exercise of any right, power or remedy under or in respect of the Loan Obligations; or (e) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission in respect of the Loan Obligations, all whether or not any the City shall have had notice or knowledge of any of the foregoing and whether or not it shall have consented thereto.

10. **Recognition Agreement**. Upon reasonable request of any Leasehold Mortgagee, the City agrees to execute and deliver to such Leasehold Mortgagee an agreement, in recordable form, setting forth and confirming the terms of this Exhibit for the benefit of such Leasehold Mortgagee, and such other matters as such Leasehold Mortgagee may reasonably request or require, including without limitation, modifications to the Agreement which do not have a material adverse affect on the City's rights or obligations under the Agreement or the City's reversionary estate, and do not decrease Tenant's obligations under the Agreement.

Exhibit C

Memorandum of Agreement

PREPARED BY AND RETURN TO:

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("**Memorandum**") is entered into as of_____ by the **CITY OF STUART**, a Florida municipal corporation whose post office address is 121 SW Flagler Avenue, Stuart, FL 34994 ("**Landlord**") and **BRIGHTLINE TRAINS FLORIDA LLC**, a Delaware limited liability company, whose post office address is 350 NW 1st Avenue, Suite 200, Miami, FL 33128 ("**Tenant**").

Recitals

Landlord is the owner of the real property located in the City of Stuart, Florida, and more particularly described in **Exhibit 1** to this memorandum ("**Property**").

Landlord and Tenant have entered into that certain Ground Agreement dated _____ ("**Agreement**"), whereby Landlord has leased the Property and all improvements now or hereafter located on the Property to Tenant on the terms and conditions set forth in the Agreement. The Property and the improvements are collectively the "**Project**."

Landlord and Tenant wish to execute and record this Memorandum in the Public Records of Martin County, Florida in order to memorialize the Agreement and to provide notice to third parties of certain provisions contained in the Agreement.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Terms of Agreement**.

   2.1. **Landlord**. The Landlord under the Agreement is the City of Stuart, a Florida municipal corporation, whose mailing address is 121 SW Flagler Avenue, Stuart, FL 34994.

   2.2. **Tenant**. The Tenant under the Agreement is **BRIGHTLINE TRAINS FLORIDA LLC**, a Delaware limited liability company, whose post office address is 350 NW 1st Avenue, Suite 200, Miami, FL 33128.

2.3. **Parcel Acceptance Date.** The Parcel Acceptance Date is _____.

2.4. **Term.** The initial term of the Agreement is forty (40) years, commencing on the Parcel Acceptance Date.

2.5. **Renewal Terms.** The Tenant has the option of extending the term of the Agreement for an additional period of forty (40) years and, thereafter, the Tenant and the Landlord may, by mutual agreement, further extend the term of the Agreement for two more successive periods of twenty (20) years each, in each case, in accordance with, and subject to the terms of, the Agreement.

3. **Landlord's Interest Not Subject to Liens.** No mechanic's, laborer's, vendor's, materialman's or other similar statutory lien for such work or materials will attach to or affect the Landlord's interest in all or any part of the Property, or any assets of the Landlord, or the Landlord's interest in any Rent or other monetary obligations of Tenant arising under the Agreement. In accordance with Section 713.10 of the Florida Statutes, any and all liens or lien rights arising out of the construction of the Improvements extend only to Tenant's leasehold interest in the Property. The Landlord's right, title and interest in the Property is not subject to Liens or claims of Liens for improvements made by Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement as of the day and year set forth above.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

The parties are signing this Agreement on the dates set forth below their respective signatures.

ATTEST:

Mary Kindel
City Clerk

Approved as to form
and correctness:

Lee Baggett
City Attorney

CITY OF STUART, a Florida municipal corporation

By: _____
Campbell Rich, Vice Mayor

Date: 26 Aug 24

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD ·

[SIGNATURE BLOCKS CONTINUE ON FOLLOWING PAGES]

Witnesses (two required):

Signature: Cynthia A. Bekofman

Print Name: CYNTHIA A. BEKOFMAN

Signature: N B

Print Name: Nathaniel Burn

BRIGHTLINE TRAINS FLORIDA LLC, a Delaware limited liability company

By: P. Goddard

Name: P. GODDARD

Title: PRESIDENT

Date: 8/27/24

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on August 27, 2024, by Patrick Goddard as President of **BRIGHTLINE TRAINS FLORIDA LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

[SEAL]

Dione Price
Notary Public, State of Florida

DIONE PRICE
Notary Public - State of Florida
Commission # HH 378698
My Comm. Expires Mar 26, 2027
Bonded through National Notary Assn.

3.26.27

Exhibit 1 to Memorandum of Agreement

Legal Description of the Property

Exhibit D

DRAW REQUEST

[BRIGHTLINE LETTERHEAD]

DRAW REQUEST NO. _____

TO: CITY OF STUART

DATE _____

PROJECT Train Station, Parking Area, and Rail Infrastructure

LOCATION Stuart, Florida

FOR PERIOD ENDING _____, 202__

In accordance with the Ground Lease Agreement between Brightline Trains Florida LLC, a Delaware limited liability company ("Brightline"), and the City of Stuart, dated _____, 2024, which provides for the allocation of $45,000,000.00 for the construction and development of a Train Station, Parking Area, and Rail Infrastructure being developed by Brightline (the "Project"), Brightline requests that $_____be advanced from the funds allocated by the City for the Project which request Brightline hereby affirms is in compliance with and satisfies the requirements of Section 16.6 of the Agreement. The proceeds shall be used to pay the billing statements and invoices attached hereto.

The City is hereby instructed to use the following instructions as directed by Brightline for either disbursement of proceeds:

Account Name:
Account Number:
Bank Name:
City & State:
ABA #:

BRIGHTLINE TRAINS FLORIDA LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

Exhibit E

CONSTRUCTION PLAN REVIEW AND COMPLETION PROCESS

Upon Lease Execution, Tenant will meet with City Manager and Tenant will determine if Tenant wants to pursue Plan Review and Inspections through the City or Private Provider.

In the event the Tenant chooses Private Provider, Tenant will follow the below process.

Plan Review

1. Engage state certified Private Provider (PP) that is registered in Martin County
2. Submit construction set of plans to PP for review of structural, mechanical, electrical, plumbing, ADA and life safety to be in compliance with latest version of the Florida Building Code, Florida Life safety Code and all applicable NFPA code sections.
    a. Once all plans have been approved by PP, PP will issue an affidavit certifying compliance with all applicable codes.
    b. Construction can commence once affidavits have been issued for the above trades.
3. Submit construction set of plans to City of Stuart (City) for review by zoning, planning, landscaping, fire department, public works and water and sewer for compliance with all local codes.
    a. Once all plans have been approved the City will stamp plans and issue Approval Letter.
4. Submit construction set of plans to Martin County (County) Department of Environmental Resource Management for review and compliance with all environmental codes.
    a. Once all plans have been approved the City will stamp plans and issue Approval Letter.

Inspections

1. PP will perform inspections for structural, mechanical, electrical, plumbing, ADA and life safety.
    a. Without limiting the City's rights under this Agreement, City has the ability to visit job site and check inspector log for progress of construction on both the parking area and station.
2. City will perform inspections for code compliance with zoning, landscaping, life safety, drainage, and other utilities.

Completion

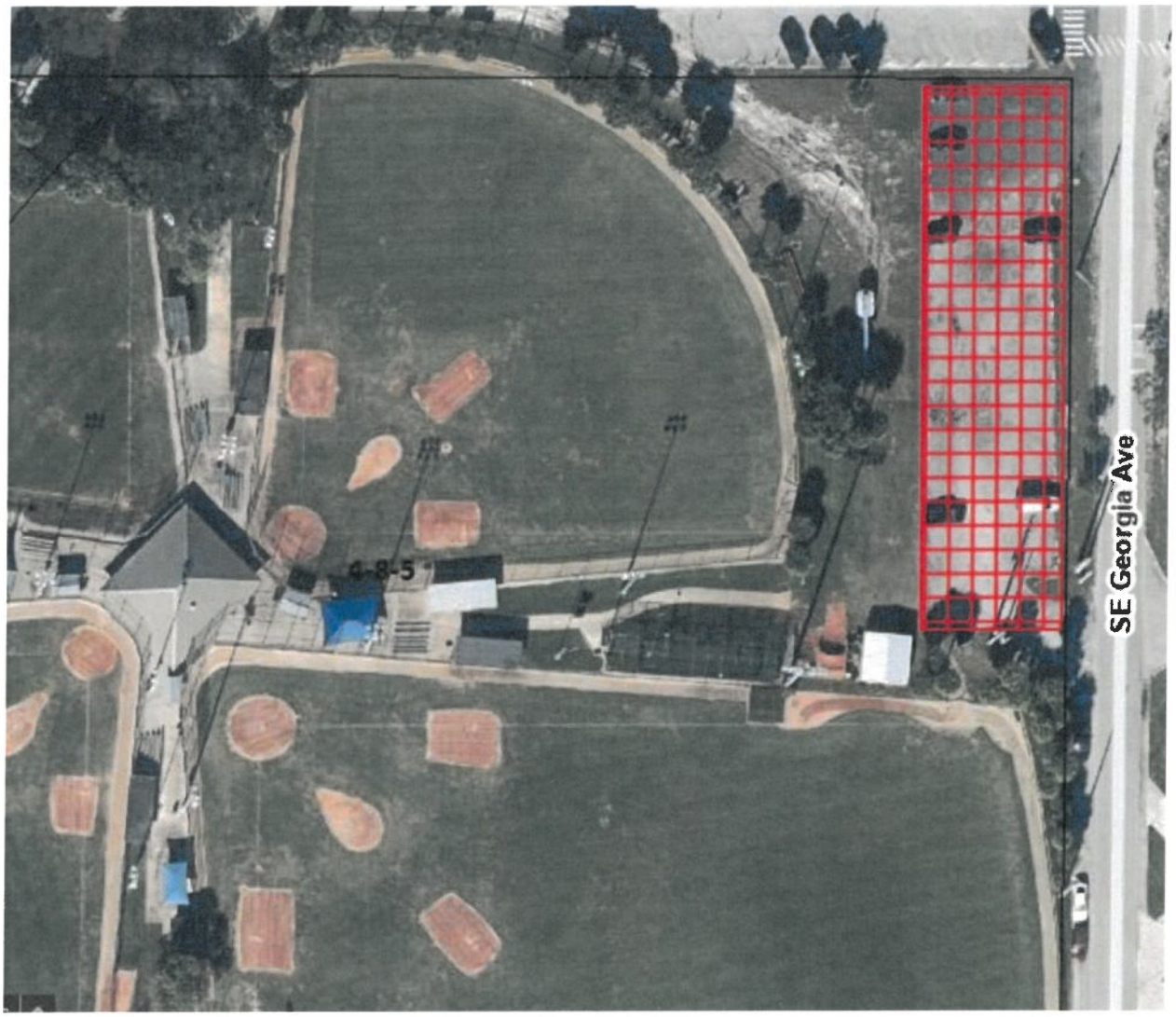
1. Once Brightline completes the construction of the project and all inspections are approved, PP will issue certification of construction with inspection logs attached which permit occupancy of train station and parking area subject to City approval. No occupancy shall be allowed until a Temporary Certificate of Occupancy (or equivalent) has been issued. It is understood that Brightline has the ability to begin the installation of

furniture and operating supplies and equipment in advance of Temporary Certificate of Occupancy (or equivalent).

2. City performs final zoning inspection and final life safety inspections for the occupancy of the Train Station and Parking Area.
3. Once PP and City issue approvals (above), City shall issue a Certificate of Completion for train station and parking area. The Certificate of Completion is comparable to a Certificate of Occupancy.

Exhibit F

TEMPORARY CONSTRUCTION SITE



CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 9/9/2024 **Prepared by:** Lee Baggett

Title of Item:
RESCIND AMENDED INTERLOCAL AGREEMENT WITH MARTIN COUNTY FOR TRAIN STATION (RC):

RESOLUTION No. 91-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RESCINDING THE AMENDED INTERLOCAL AGREEMENT WITH MARTIN COUNTY RELATING TO THE DEVELOPMENT OF A TRAIN STATION IN DOWNTOWN STUART; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
Brightline Trains LLC ("Brightline") issued a Request for Proposals for a train station, i.e. the Treasure Coast Station Location Project No. 2023-TC-RFP ("RFP"), to be located in Martin or St. Lucie County.

On December 11, 2023, at the regular City Commission meeting, the City Commission adopted Resolution 120-2023, authorizing the entry of an Interlocal Agreement with Martin County providing the responsibilities of the parties in the submission of a joint proposal to Brightline for the development of a train station in downtown Stuart on Flagler Avenue. On December 12, 2023, Martin County also authorized the entry and execution of the Interlocal Agreement with the City of Stuart. The total investment by the City and the County was discussed at the December meeting and staff was directed to submit the response to the RFP.

On December 20, 2023, Martin County and the City of Stuart submitted a joint proposal to Brightline consistent with the material terms of the Interlocal Agreement. On March 4, 2024, Brightline selected the joint proposal of Martin County and the City of Stuart above other proposals, including from the City of Fort Pierce, conditioned upon the agreement of Martin County and the City of Stuart to certain modifications and clarifications of the proposal. Martin County and the City of Stuart thereafter continued to negotiate material terms of an agreement for the development of a train station with Brightline.

On August 12, 2024, the City Commission approved Resolution no. 41-2024 authorizing the mayor to execute an Amended Interlocal Agreement with Martin County which memorialized negotiated terms between Martin County, the City of Stuart and Brightline. The Amended Interlocal Agreement was executed and forwarded to Martin County. Martin County has not yet approved the Amended Interlocal Agreement.

On August 26, 2024, at the regular City Commission meeting, the City Commission directed City staff to prepare a resolution rescinding the Amended Interlocal Agreement with Martin County.

Funding Source:
N/A

Recommended Action:

Provide City staff with further direction on this Resolution.

ATTACHMENTS:

1. R91-2024 Rescind Amended ILA for Train Station
2. ILA Amended- signed by City

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 91-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RESCINDING THE AMENDED INTERLOCAL AGREEMENT WITH MARTIN COUNTY RELATING TO THE DEVELOPMENT OF A TRAIN STATION IN DOWNTOWN STUART; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Brightline Trains LLC ("Brightline") issued a Request for Proposals for a train station, including parking, i.e. the Treasure Coast Station Location Project No. 2023-TC-RFP ("RFP"), to be located in Martin or St. Lucie County; and

WHEREAS, the City of Stuart and Martin County agreed to a collaborative effort in responding to Brightline's RFP for the purposes of bringing forth the development of a train station into the City of Stuart; and

WHEREAS, on December 11, 2023 at the regular City Commission meeting, the City Commission adopted Resolution 120-2023, authorizing the entry and execution of an Interlocal Agreement with Martin County providing the responsibilities of the parties in moving forward with submitting a joint proposal to Brightline for a train station to be developed within the City of Stuart; and

WHEREAS, on December 12, 2023, Martin County also authorized the entry and execution of the Interlocal Agreement with the City of Stuart; and

WHEREAS, on December 20, 2023, Martin County and the City of Stuart submitted a joint proposal to Brightline consistent with the material terms of the Interlocal Agreement; and

WHEREAS, on March 4, 2024, Brightline selected the proposal from Martin County and the City of Stuart above other proposals, including from the City of Fort Pierce, conditioned upon the agreement of Martin County and the City of Stuart to certain modifications and clarifications of the proposal; and

WHEREAS, Martin County and the City of Stuart thereafter continued to negotiate the material terms of an agreement for the development of a train station with Brightline; and

WHEREAS, on August 12, 2024, the City Commission approved Resolution no. 41-2024 authorizing the mayor to execute an Amended Interlocal Agreement with Martin County which memorialized negotiated terms between Martin County and the City of Stuart and Brightline; and

WHEREAS, on August 12, 2024, the City Commission also approved Resolution no. 52-2024 authorizing the City to enter into a long-term lease and development agreement with Brightline for the construction of a train station in downtown Stuart in accordance with the Amended Interlocal Agreement with Martin County; and

WHEREAS, the City of Stuart and Brightline executed the Ground Lease Agreement, dated August 12, 2024, which included a long-term lease, development, and operation of a train station on property located in downtown Stuart; and

WHEREAS, the Amended Interlocal Agreement was executed by the Mayor and submitted to Martin County and to date, Martin County has not yet authorized the entry and execution thereof; and

WHEREAS, at the regular City Commission meeting on August 26, 2024, the City Commission directed City staff to prepare a resolution rescinding the Amended Interlocal Agreement with Martin County; and

WHEREAS, the City of Stuart properly noticed the proposed resolution to be heard at the regular City Commission meeting on September 9, 2024 during which the City Commission received a presentation, public comment and other evidence.

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

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

SECTION 2: The City Commission of the City of Stuart hereby rescinds the Amended Interlocal Agreement with Martin County which was previously executed by the mayor and forwarded to Martin County.

SECTION 3: If any resolutions, or parts of resolutions, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions

SECTION 4: 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
CAMPBELL RICH, MAYOR				
EULA R. CLARKE, COMMISSIONER				
CHRISTOPHER COLLINS, COMMISSIONER				
LAURA GIOBBI, COMMISSIONER				
SEAN REED, COMMISSIONER				

ADOPTED this 9th day of September, 2024.

ATTEST:

_____	_____
MARY R. KINDEL, MMC	CAMPBELL RICH
CITY CLERK	MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 41-2024

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

* * * * *

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

WHEREAS, Brightline Trains LLC ("Brightline") issued a Request for Proposals for a train station, including parking, i.e. the Treasure Coast Station Location Project No. 2023-TC-RFP ("RFP"), to be located in Martin or St. Lucie County; and

WHEREAS, the City of Stuart and Martin County, recognizing the importance of efficient transportation infrastructure and the need to enhance public accessibility, have acknowledged that a collaborative effort in the establishment of a train station would result in significant public benefits, improving the quality of life for residents and fostering economic development within the community; and

WHEREAS, the City of Stuart and Martin County entered into an Interlocal Agreement on December 12, 2023, in which they agreed to submit a joint proposal in response to Brightline's RFP; and

WHEREAS, the City of Stuart and Martin County submitted a joint proposal to Brightline for a train station, parking, railroad infrastructure, and other infrastructure necessary for compliance with development regulations to be located on the property currently owned by Martin County located within the municipal boundaries of the City of Stuart; and

WHEREAS, Brightline notified the City of Stuart and Martin County that their joint proposal to the RFP was selected conditioned upon certain clarifications in its correspondence dated March 4, 2024; and

WHEREAS, the City of Stuart and Martin County have engaged in further negotiations with Brightline in order to finalize the terms of an agreement for the development of the train station.

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

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

SECTION 2: The City of Stuart and Martin County have drafted an Amended Interlocal Agreement that provides clarification as to the terms and responsibilities of the parties in the furtherance of their joint effort for the development of a train station within the boundaries of the City of Stuart.

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

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

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

	YES	NO	ABSENT	ABSTAIN
REBECCA S. BRUNER, MAYOR	Y			
CAMPBELL RICH, VICE MAYOR	Y			
EULA R. CLARKE, COMMISSIONER	Y			
CHRISTOPHER COLLINS, COMMISSIONER			ABSENT	
TROY MCDONALD, COMMISSIONER	Y			

ADOPTED this 12th day of August, 2024.

ATTEST:

MARY R. KINDEL, MMC 8/13/2024
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD ·

AMENDED INTERLOCAL AGREEMENT
REGARDING JOINT PROPOSAL TO BRIGHTLINE TRAINS LLC
FOR A TRAIN STATION

This AMENDED INTERLOCAL AGREEMENT ("Agreement"), dated August 13, 2024 is made by and among MARTIN COUNTY, Florida, a political subdivision of the State of Florida, 2401 S.E. Monterey Road, Stuart, FL 34996 (the "COUNTY"); and the CITY OF STUART, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994 (the "CITY").

WITNESSETH:

WHEREAS, Section 163.01 Fla. Stat. (2002), known as the Florida Interlocal Cooperation Act of 1969, provides a method for government entities to cooperate with each other on a basis of mutual advantage to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

WHEREAS, on December 12, 2023, the COUNTY and the CITY entered into an Interlocal Agreement regarding the Joint Proposal to Brightline Trains LLC ("Brightline") in response to a Request for Proposals previously published by Brightline.

WHEREAS, on November 25, 2018, the COUNTY entered into a settlement agreement with Brightline. The CITY was not a party to the settlement agreement; and

WHEREAS, Brightline issued a Request for Proposals for a Train Station including parking, i.e. the Treasure Coast Station Location Project No. 2023-TC-RFP, (hereinafter "RFP") to be located in Martin or St. Lucie County with a December 22, 2023 deadline; and

WHEREAS, the CITY and the COUNTY submitted a joint proposal to Brightline for a Train Station, Parking Garage, railroad infrastructure, and other infrastructure necessary for compliance with development regulations (hereinafter "Project") to be located on property currently owned by the COUNTY located within the municipal boundaries of the CITY and as more particularly described in Exhibit "A" which is attached hereto and incorporated herein; and

WHEREAS, On March 4, 2024, Brightline notified the CITY/COUNTY that the joint proposal was selected conditioned subject to a list of terms included in its March 4, 2024 correspondence ("Selection Letter"); and

WHEREAS, the CITY and COUNTY have agreed to jointly seek Federal, State and other grants for the Project; and

WHEREAS, the COUNTY retained, at its sole cost and expense, Treasure Coast Regional Planning Council to prepare a proposal for the Project on behalf of the CITY and COUNTY for the Brightline RFP; and

WHEREAS, the COUNTY and CITY, recognizing the importance of efficient transportation infrastructure and the need to enhance public accessibility, have acknowledged that a collaborative effort in the establishment of a train station with 200 parking spaces would result in significant public

benefits, improving the quality of life for residents and fostering economic development within the community.

NOW THEREFORE, in consideration of the mutual benefits, the parties do hereby agree as follows:

A. The COUNTY and CITY agree to amend the original Interlocal Agreement dated December 12, 2023 to clarify and finalize the responsibilities of the parties pursuant to Brightline's selection of the CITY/COUNTY'S joint proposal.

B. The CITY is aware that the COUNTY is also amending it's 2018 settlement agreement with Brightline. The parties agree that the CITY is not a party to said settlement agreement and therefore, the CITY will not be responsible for compliance with the settlement agreement or any amendments thereto.

C. In order to fulfill the terms of this Agreement as well as the clarifications set forth in Brightline's Selection Letter, the parties agree as follows:

1. The COUNTY agrees to convey to the CITY three (3) parcels of land more particularly described in Exhibit "A" ("Properties") to be used for the Project. Transfer of ownership of the Properties from COUNTY to CITY for present and future purposes, including dedication, fee simple interest, liability, maintenance, management, development, leasing and other services in association therewith shall be governed by this Section C. The Properties are, as of the Effective Date, improved with a paved parking lot which is accessible to the public for free.

    a. The Properties shall be transferred from COUNTY to CITY within 14 days after the Effective Date of this Agreement by the recording of a COUNTY Quit Claim Deed (the "*Properties Deed*") in the Official Records of Martin County, Florida.

    b. The Properties Deed shall contain a restrictive covenant that the Properties shall be used solely for public purposes.

    c. Following conveyance of the Properties from the COUNTY to the CITY, the CITY agrees to work with Brightline to attempt to keep as much of the parking available as public parking as possible during the due diligence period. At such time as the Long Term Land Lease between the CITY and Brightline becomes effective, the CITY can no longer provide public parking on the site as it will be effectively the property of a third party.

    d. If a Certificate of Occupancy or a building permit has not been issued within 5 years from the Effective Date, the CITY shall convey the Properties to the COUNTY.

2. The CITY agrees to provide fifty-four (54) parking spaces for public use within .25 mile from the Martin County Courthouse. Such spaces represent the number of parking spaces currently located on the property to be conveyed by the COUNTY to the CITY. The parties agree that these spaces can include on street parking as well as parking behind the water treatment facility on Stypmann Boulevard that currently exist.

3. The COUNTY shall commit up to $15,000,000. Funds shall be used on the design and development of a train station to be developed on the Properties, including both front and back of house areas, platform, canopy, entry plaza, service yard and all necessary rail infrastructure, including, but not limited to, all the necessary track, ballast, ties, civil, signal/communication, and special track work / equipment (collectively, the "Train Station") (covering both hard and soft costs)

4. The CITY shall commit up to $30,000,000. Funds shall be used on the design and development of the Train Station to be developed on the Properties.

5. The fund commitments in paragraphs 3 and 4 above shall be allocated as follows: The parties agree to be equally (i.e. 50/50) responsible for the costs of the design and development of the Train Station for up to $30,000,000. The CITY shall be fully responsible for any costs of the design and development of the Train Station from $30,000,000 to $45,000,000 for any costs that exceed $30,000,000 up to a maximum cost of $45,000,000 in total.

6. Within 30 days of the execution of the Interlocal Agreement, the COUNTY and CITY shall proportionally fund the design dollars for the Train Station.

7. The COUNTY and the CITY agree that the CITY shall lease to Brightline with full development rights, on the Properties described in Exhibit "A" to develop a Train Station with at least two hundred (200) parking spaces in the form of a long term triple net land lease for 80 years with an annual lease of one ($1.00) dollar plus taxes, maintenance and insurance.

8. The parties acknowledge that the COUNTY's Tourist Development Plan approved, in accordance with Section 71.243, General Ordinances, Martin County Code, on November 8, 2023, includes an $800,000 allocation to Brightline for the implementation of a marketing plan designed to promote and establish the Stuart Brightline Station, in coordination with Brightline.

9. The COUNTY and CITY agree to cooperate in applying for Federal, State or other grants to offset the costs of the Project. If the CITY and/or COUNTY are successful in obtaining any grant funds for the Project, the funds will be distributed proportionately back to the COUNTY and CITY based upon their respective contributions toward the Project.

10. This Agreement shall become effective upon execution by both parties and filing with the Clerk of the Circuit Court for Martin County.

11. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable for the remainder of this agreement, then the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

12. This Agreement shall not be construed to inure to the benefit of or to invest rights in any third parties and shall inure only to the benefit of the parties hereto.

13. Any notice, request, demand, consent approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are:

COUNTY

County Administrator
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996

Required Copy to:

County Attorney
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996

CITY

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

Required Copy to:

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

Notice given in accordance with the provision of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight

courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered if mailed.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the date, month and year set forth below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

_____
CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

_____
HAROLD E. JENKINS II, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

_____, 2024
Date

_____
SARAH W. WOODS, COUNTY ATTORNEY

ATTEST:

MARY R. KINDEL, CITY CLERK

August 13, 2024
Date

CITY OF STUART, FLORIDA

REBECCA S. BRUNER, MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

LEE J. BAGGETT, ESQ, CITY ATTORNEY

EXHIBIT "A"

The Properties
(Consisting of 3 Parcels)

Parcel 1:

04-38-41-000-000-00310-1 .64 Acres

A parcel of land in the Southwest one-quarter of Section 4, Township 38 South, Range 41 East, Martin County, Florida, more particularly described as follows:

Starting at an iron post which marks the intersection of the East line of the right of way of F.E.C. Rwy, and the south line at East Fourth Street (being a paved street running east and west) in the Town of Stuart, Florida;

thence run Southeasterly along the east line of said railway right-of-way a distance of 712.85 feet to an iron post marking the N.W. corner of the tract herein described;

thence continuing southeasterly along the east line of said right-of-way 200 feet to an iron post;

thence northeasterly in a straight line at right angles to the east line of said railway right-of-way a distance of 140 feet to an iron post;

thence northwesterly in a straight line parallel to the east line of said railway right-of-way a distance of 90 feet to a point;

thence southwesterly in a straight line at right angles to the east line of said railway right-of-way a distance of 100 feet to a point;

thence northwesterly in a straight line parallel to the east line of said railway right-of-way a distance of 110 feet to a point;

thence southwesterly in a straight line at right angles to the east line of said railway right-of-way a distance of 40 feet to the point of beginning; and being a part of a tract of land conveyed by George W. Lainhart and Minnie H. Lainhart, his wife and George W. Potter and Ella D. Potter, his wife, to Southern Utilities Company by deed dated May 1, 1917, recorded in March 13, 1918, in Deed Book 99, page 203, among the public records of Palm Beach County, Florida, said lands now being in Martin County, Florida.

As recorded in Official Records Book 710, Page 2559, of the Public Records of Martin County, Florida.

Parcel 2:

04-38-41-010-000-00090-5 .65 Acres

Lots I and J, less the East 6 feet thereof, Lainhart & Potter's Addition To Stuart, according to Plat thereof filed 4 December, 1922 and recorded in Plat Book 9, page 61, Palm Beach (now Martin) County, Florida public records.

Being part of Parcel III in deed recorded in Official Records Book 696, Page 1898, of the Public Records of Martin County, Florida.

Parcel 3 (consisting of 3 subparcels):

04-38-41-004-004-00010-2 1.06 Acres

A. Lot 1, Block 4, less the East 6 feet thereof, The 47 Acre Addition, according to plat thereof recorded in Plat Book 1, page 27, Martin County, Florida public records.

Being part of Parcel III in deed recorded in Official Records Book 696, Page 1898, of the Public Records of Martin County, Florida.

B. Lots 2, 3 and 4, Block 4, The 47 Acre Addition to the City of Stuart, according to the plat thereof recorded in Plat Book 1, page 27, Martin County, Florida public records.

As recorded in Official Records Book 680, Page 839, of the Public Records of Martin County, Florida.

C. Lots 5, 6, 7, 8, 9, 10, 11, 12, and 13, LESS the Southerly 15 feet of Lot 13, Block 4, The 47 Acre Addition to the City of Stuart according to plat thereof filed January 7, 1926 and recorded in Plat Book 1, page 27, Martin County, Florida public records.

Being Parcel IV in deed recorded in Official Records Book 696, Page 1898, of the Public Records of Martin County, Florida.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 9/9/2024 **Prepared by:** Lee Baggett

Title of Item:
DECLARATION OF ZONING IN PROGRESS (RC):

RESOLUTION No. 95-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, DECLARING “ZONING IN PROGRESS” UNDER SECTION 1.04.04, STUART LAND DEVELOPMENT CODE, FOR NEW DEVELOPMENT EXCEPT FOR SINGLE-FAMILY DWELLINGS OR REQUESTS THAT DO NOT INCREASE THE DENSITY OR INTENSITY OF AN EXISTING USE OR STRUCTURE; DIRECTING CITY STAFF TO REVIEW AND PROPOSE CERTAIN AMENDMENTS TO THE STUART LAND DEVELOPMENT CODE, THE COMPREHESIVE PLAN AND THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
On August 26, 2024, the City Commission directed City staff to initiate a "Zoning in Progress" authorized under Section 1.04.04 of the City of Stuart Land Development Code. The purpose of the Zoning in Progress is to allow the City Commissioners to evaluate and make text amendments or map changes to the City of Stuart Land Development Code and Comprehensive Plan, if applicable.

During the Zoning in Progress, no plans, permit(s), license(s), or other development order(s) of any kind shall be issued if issuance would result in the nonconforming or unlawful use of the subject property in the event that the text amendment or zoning district change be enacted by the City Commission pursuant to Section 1.04.04(2) of the City of Stuart Land Development Code. Permits will continue to be issued for matters that could not be affected by any possible changes to the regulations.

Pursuant to Section 1.04.04(2) of the City of Stuart Land Development Code, the Zoning in Progress shall be limited to three (3) months, unless the City Commission extends the period for up to an additional three (3) months for good cause, and upon making a finding that it is in the public interest to do so. The City Commission further determines that this Resolution shall not apply to any application that was filed on or before September 4, 2024. The resolution will enact the zoning in progress for 90 days. During that time, staff will schedule workshops and other public hearings to address the code. If the Commission deems it necessary to extend the zoning in progress, it will only do so by holding another public hearing and adopting another resolution extending.

Funding Source:
N/A

Recommended Action:
Request for the City Commission to provide direction to City staff regarding Resolution 95-2024.

ATTACHMENTS:
1. R95-2024 Stuart, FL Land Development Code Sec. 1.04.04 - Zoning in Progress

2. R95-2024 Zoning in Progress

Sec. 1.04.04. - Zoning in progress.

(1) *Purpose.* The purpose of zoning in progress is to allow the city to make a text amendment or district map change to the Stuart Land Development Code, and apply that change to development applications submitted following the declaration of zoning in progress. Additionally, zoning in progress allows a temporary hold on permits, licenses and other development orders already in progress, if there is a pending change in the Land Development Code that would affect the permit, license or other development order.

(2) *No permits issued; and period of time.* During the period of time that the land planning agency or the city commission is considering either a text amendment or a change of zoning district to the Stuart Land Development Code, no plans, permit(s), license(s), or other development order(s) of any kind shall be issued if issuance would result in the nonconforming or unlawful use of the subject property in the event that the text amendment or zoning district change be enacted by the city commission (freeze period). The maximum freeze period allowed for zoning in progress shall be three months, except that the city commission may extend the period for up to an additional three months for good cause, and upon making a finding that it is in the public interest to do so.

(3) *Notice of declaration.* The declaration of zoning in progress, and the freeze period on development orders, permits and licenses shall begin on the earlier of:

(a) Publication of a notice of a public hearing before the city commission to consider a resolution declaring zoning in progress; or

(b) Publication of a notice of a public hearing before the local planning agency on a text amendment or zoning district change, which notice also includes a notice of zoning in progress.

(4) *Applicability.*

(a) Upon adoption of a text amendment or district map change, all pending applications, permits, licenses, and other development orders shall conform to the new provisions.

(b) Notwithstanding anything contained in this section to the contrary, no application for a text amendment to the Code, or map rezoning, plan approval, permit, or other development order shall be held up by this procedure for more than a total of six months, including all time periods described herein. Any such approval shall be deemed granted, if so affected, except as provided in subsection (c) below.

(c) Where an affected property owner requests a postponement or other delay of an application, such period of delay shall toll the running of the freeze period.

(d) If it is determined by the city development director that an application for a text amendment or map rezoning, plan, permit, license, or other development order would not

violate the provisions of a pending zoning measure, such application, shall be exempt from this section.

(Ord. No. 2056-05, § 1, 11-28-05)

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 95-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, DECLARING "ZONING IN PROGRESS" UNDER SECTION 1.04.04, STUART LAND DEVELOPMENT CODE, FOR NEW DEVELOPMENT EXCEPT FOR SINGLE-FAMILY DWELLINGS OR REQUESTS THAT DO NOT INCREASE THE DENSITY OR INTENSITY OF AN EXISTING USE OR STRUCTURE; DIRECTING CITY STAFF TO REVIEW AND PROPOSE CERTAIN AMENDMENTS TO THE STUART LAND DEVELOPMENT CODE, THE COMPREHESIVE PLAN AND THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, on August 26, 2024, the City Commission directed City staff to initiate a 'Zoning in Progress" authorized under Section 1.04.04 of the City of Stuart Land Development Code; and

WHEREAS, the purpose of the zoning in progress is to allow the City Commissioners and City staff to evaluate and make text amendments or district map changes to the City of Stuart Land Development Code, if applicable; and

WHEREAS, the City Commission deems it in the best interest of the citizens and residents of the City of Stuart to initiate a staff review of the zoning standards for all zoning categories and districts

in the City of Stuart and initiate certain amendments to the Land Development Code, the Comprehensive Plan and Code of Ordinances; and

WHEREAS, the City Commission may hold workshops, request public input or evaluate professionally acceptable material related to any potential amendments or recommendations; and

WHEREAS, during the Zoning in Progress, no plans, permit(s), license(s), or other development order(s) of any kind shall be issued if issuance would result in the nonconforming or unlawful use of the subject property in the event that the text amendment or zoning district change be enacted by the City Commission pursuant to Section 1.04.04(2) of the City of Stuart Land Development Code; and

WHEREAS, pursuant to Section 1.04.04(2) of the City of Stuart Land Development Code, the maximum freeze period allowed for Zoning in Progress shall be three (3) months, except if the City Commission extends the period for up to an additional three (3) months for good cause, and upon making a finding that it is in the public interest to do so; and

WHEREAS, the City Commission further determines that this Resolution shall not apply to any application that was filed on or before September 4, 2024; and

WHEREAS, having conducted a duly noticed public hearing, the City Commission finds that this Resolution is in the best interest and welfare of the City of Stuart.

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

SECTION 1: Recitals. The above-stated recitals are true and correct and are incorporated by this reference.

SECTION 2: Invocation of Zoning in Progress. The City Commission adopts this Resolution and invokes the "Zoning in Progress" or pending ordinance doctrine, thereby deferring the acceptance, processing, and approval of all applications on properties, except for properties and development

described herein, submitted after September 4, 2024. This deferral shall last for three (3) months, or until the City Commission adopts on second reading of the amendments under review and such amendments become effective, whichever occurs first. During the "Zoning in Progress," the City's Development Department shall not accept or process applications except for single-family dwellings or requests that do not increase the density or intensity of an existing use or structure. This "Zoning in Progress" shall apply to new development, amendments to planned unit developments, amendments to development orders, substantial improvements and substantial renovation as defined in Chapter 12 of the Stuart Land Development Code.

SECTION 3: Authorization. The appropriate City officials are authorized to take any necessary action to effectuate the intent of this Resolution.

SECTION 4: **Effective Date**. This Resolution shall take effect immediately upon its 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
CAMPBELL RICH, MAYOR				
CHRISTOPHER COLLINS, COMMISSIONER				
EULA R. CLARKE, COMMISSIONER				
LAURA GIOBBI, COMMISSIONER				
SEAN REED, COMMISSIONER				

ADOPTED this 9th day of September, 2024.

ATTEST:

_____
MARY R. KINDEL, MMC
CITY CLERK

_____
CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ.
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 9/9/2024 **Prepared by:** Jodi Nentwick

Title of Item:
POSTPONED - THIS MATTER WILL BE RE-NOTICED FOR A FUTURE DATE.
710 SE MARTIN LUTHER KING JR. BOULEVARD - REZONE TO BUSINESS AND MIXED-USE (BMU) ZONING DISTRICT :

ORDINANCE No. 2532-2024; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP, TO REZONE A 2.4-ACRE PARCEL, LOCATED AT 710 SE MARTIN LUTHER KING JR. BOULEVARD, BEING MORE DESCRIBED IN EXHIBIT "A" ATTACHED, FROM COMMERCIAL PLANNED UNIT DEVELOPMENT TO BUSINESS AND MIXED-USE ZONING DESIGNATION; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
Request Summary:

The City of Stuart is seeking approval of a Minor Development Plan, Rezoning, and Conditional Use to redevelop ±2.17 acres of an existing ±2.4-acre
commercial site will be used to facilitate the construction of the proposed Project Lift vocational training facility. The remaining ±0.23 acres is a proposed future ROW dedication.

The address is 710 SE Martin Luther King Jr. Boulevard, Stuart, FL 34994. The property is located at the southwest corner at the intersection of Martin Luther King Jr. Boulevard and Tarpon Avenue and is within the municipal boundaries of the City of Stuart. The proposed building will be leased to Project Lift, which is a vocational training center.

The project is being pursued pursuant to the terms and conditions of a Community Development Block Grant which has provided the funding for the acquisition of the land and the construction of a vocational training facility. The City has entered into a memorandum of understanding with Project Lift to operate the training facility pursuant to a long-term land lease.

The subject property is currently within the following Zoning District and Land Use:
Zoning Districts: Commercial Planned Unit Development (CPUD)
Land Use: East Stuart

Funding Source:
N/A

Recommended Action:
THIS ITEM IS POSTPONED

ATTACHMENTS:

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 9/9/2024 **Prepared by:** Mechelle Arbuzow

Title of Item:
ABANDONMENT OF S.E. ARAPAHO AVENUE - CARLA WILLIAMSON AND TODD BRITT (RC)

ORDINANCE NO. 2534-2024: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 50-FOOT RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF ELDORADO HEIGHTS, AS RECORDED IN PLAT BOOK 1, PAGE 5, OF MARTIN COUNTY, FLORIDA PUBLIC RECORDS, AS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; AND REQUESTING THE $19,000 PRIVILEGE FEE FOR ABANDONING PUBLIC PROPERTY TO BE WAIVED IN ITS ENTIRETY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
On February 26, 2024, the City Commission unanimously voted to direct staff to proceed with an ordinance to abandon right of way located on Arapaho and 14th Street that where the original plat dedicated a road but the City never installed same because the Guy Davis Park and athletic fields were constructed. The adjacent property owners have been maintaining the right of way and have been treating it as part of their own property. As part of the process, the applicants are now requesting approval of the ordinance that is necessary to legally revert the public right-of-way adjacent to their property's eastern boundary back to private property.

The applicant's property is located at 825 SE 13th Street. Additionally, the applicant is requesting the Commission to waive the privilege fee because the City has not been maintaining the ROW for many years. The Public Works Department has no objection and the southernmost portion of Arapaho Street adjacent to 13th Street right-of-way will be maintained at its current width of fifty feet (50') due to the existing utility infrastructure owned by the City of Stuart and the requested abandonment will not include the utility infrastructure owned by the City of Stuart. The Commission waived the privilege fee for the right of way abandonment on 6th Street previously because the owner had been maintaining the land for over 20 years. The right-of-way dimensions are detailed in the attached appraisal report, If the City abandons the Right of Way, 1/2 will become the property of the applicant and the other half will revert to the other adjacent property pursuant to Florida law.

Funding Source:
N/A

Recommended Action:
Staff requests the City of Stuart City Commission forward to the second and final adoption of Ordinance No. 2534-2024 on Monday, September 23, 2024, for the abandonment of certain public right-of-way within the City being that certain 50-foot right-of-way, as set forth on the Plat of Eldorado Height as recorded in Plat Book 1, Page 5, of Mating County, Florida Public Records.

ATTACHMENTS:

1. Staff Report
2. Drafted Ordinance No. 2534-2024
3. Application
4. Resolution 14-2024
5. Survey
6. Sketch and Legal
7. Appraisal Report
8. Chapter 36 Streets Sidewalks and Other Public Places

City of Stuart

TO: City Commissioners

THROUGH: Jodi Kugler, Development Director

FROM: Mechelle Arbuzow, Development Planner I

MEETING DATE: September 9, 2024

SUBJECT: Arapaho – Public Right-of-Way Abandonment
Project No. Z24040004

The applicants, Carla Williamson and Todd Britt are the owners of real property located at 825 SE 13th Street and are requesting to abandon a portion of the 50-foot public right-of-way for SE Arapaho Street.

GENERAL INFORMATION

Property Owner/Applicant: Carla Williamson and Todd Britt
825 SE 13th Street
Stuart, FL 34994

Location: 50' Public Right-of-Way (unimproved SE Arapaho Street)

Parcel ID#: 09-38-41-003-003-00010-4

BACKGROUND

The applicants are seeking approval from the City Commission to abandon the 50-foot public right-of-way adjacent to their property's eastern boundary. The applicant acquired their property located at 825 SE 13th Street in 2021 and is seeking to either assume maintenance responsibilities or potentially acquire this section of Arapaho Street. Additionally, they are requesting the Commission to consider waiving the privilege fee of $19,000.00 in its entirety.

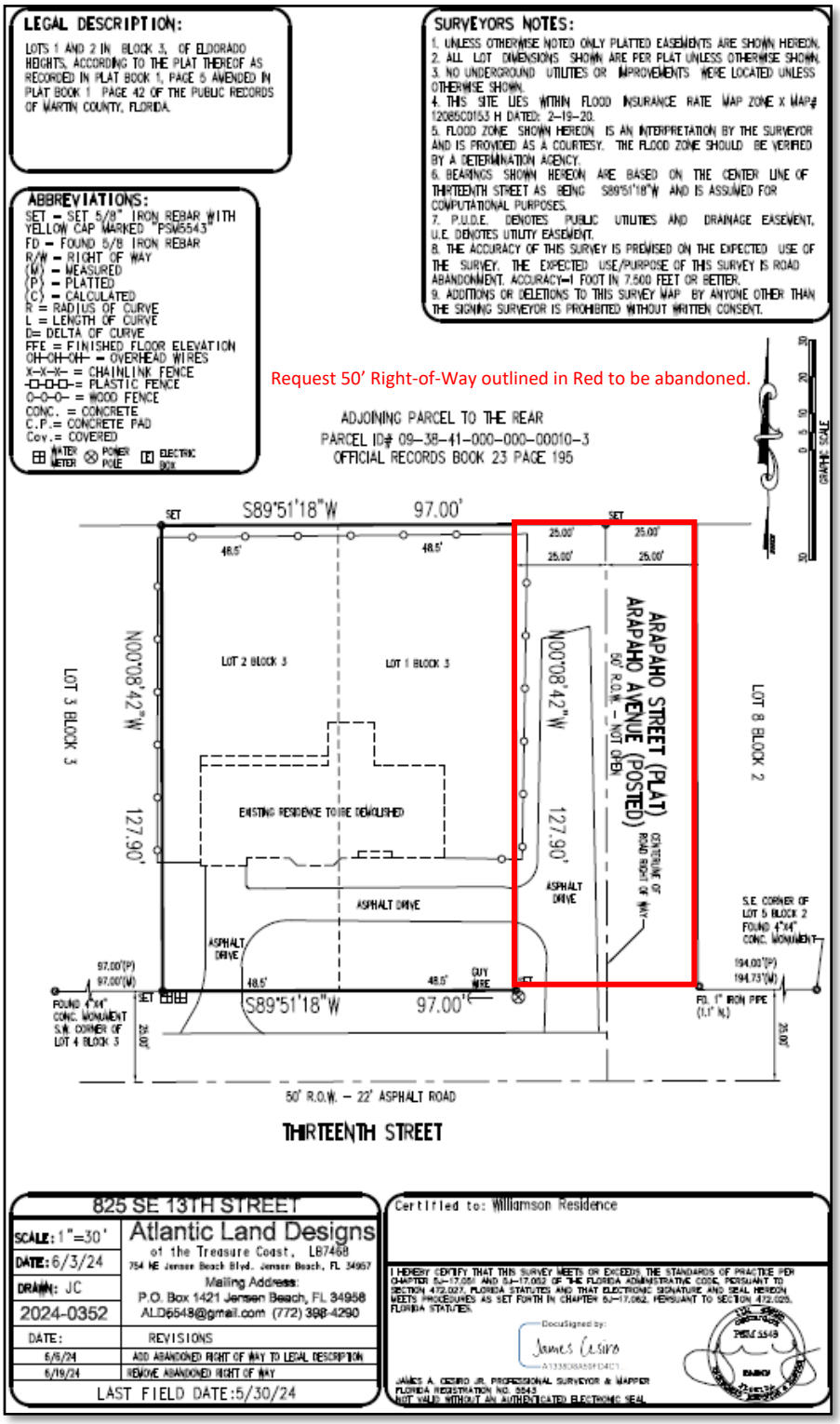
The right-of-way dimensions, as detailed in the attached appraisal report, measure 50 by 127 feet, encompassing 6,394 square feet of land. The appraisal value of the right-of-way is nineteen thousand dollars ($19,000.00).

History

On November 4, 1925, the Plat for Eldorado Heights was recorded in Book 1, Page 5 with Martin County Clerk of Circuit Court, indicating a 50-foot-wide public right-of-way for Arapaho Street.

On February 26, 2024, the City Commission adopted *Resolution No. 14-2024,* declaring the intent of the City Commission is to abandon the 50-foot-wide public right-of-way within the City, being the portion of S.E. Arapaho Street, and set public hearings before the City Commission to consider the abandonment of the subject property within Martin County, Florida.

Location Map



PUBLIC NOTIFICATION

On August 21, 2024, the Applicant provided notification letters to twenty-three (23) owners of property located within 300 feet of the proposed petitions. One (1) public notification sign detailing the Commission's Public Hearing was posted within the Arapaho Street right-of-way.

STAFF RECOMMENDATION

Staff requests the City of Stuart Commission forward to the second and final adoption of Ordinance No. 2534-2024 on Monday, September 23, 2024, for the abandonment of certain public right-of-way within the City being that certain 50-foot right-of-way, as set forth on the Plat of Eldorado Height as recorded in Plat Book 1, Page 5, of Mating County, Florida Public Records.

The Public Works Department has no objection and the southern-most portion of Arapaho Street adjacent to 13th Street right-of-way will be maintained at its current width of fifty feet (50') due to the existing utility infrastructure owned by the City of Stuart and the requested abandonment will not include the utility infrastructure owned by the City of Stuart.

Furthermore, the applicant is recommending the City Commission consideration to waive the $19,000 privilege fee in its entirety.

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2534-2024

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 50-FOOT RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF ELDORADO HEIGHTS, AS RECORDED IN PLAT BOOK 1, PAGE 5, OF MARTIN COUNTY, FLORIDA PUBLIC RECORDS, AS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; AND REQUESTING THE $19,000 PRIVILEGE FEE FOR ABANDONING PUBLIC PROPERTY TO BE WAIVED IN ITS ENTIRETY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

****

WHEREAS, Carla Williamson and Todd Britt (The "Applicants") have filed a petition for abandonment of relating to the public right-of-way as described below, that conforms to the requirements of Section 36 of the Code of Ordinances of the City of Stuart, Florida; and

WHEREAS, on February 26, 2024, the City Commission adopted Resolution No. 14-2024, to state the intention to abandon a portion of right-of-way and set public hearings before the City Commission to consider the abandonment of the subject property within Martin County, Florida.

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

SECTION 1. That any interest vested with the City of Stuart in that certain 50-foot right-of-way, as described in **Exhibit "A"** attached hereto and depicted in **Exhibit "B"** attached hereto is hereby abandoned.

SECTION 2. A location map depicting the subject area is hereby attached as Exhibit "B".

SECTION 3. The applicant is requesting the City Commission to waive the privilege fee in its entirety pursuant to Section 36-2. (d) of the City of Stuart Code of Ordinances.

SECTION 4. Conflicts. All Ordinances or parts of Ordinances in conflict herewith shall be repealed.

SECTION 5. 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 abandoned rights-of-way.

SECTION 6. Adoption. This Ordinance shall take effect immediately upon adoption.

First read on the ____ day of _____, 2024.

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
CAMPBELL RICH, MAYOR				
EULA R. CLARKE, COMMISSIONER				
CHRISTOPHER COLLINS, COMMISSIONER				
LAURA GIOBBI, COMMISSIONER				
SEAN REED, COMMISSIONER				

ADOPTED on second and final reading this _____day of _____, 2024.

ATTEST:

_____
MARY R. KINDEL, MMC
CITY CLERK

_____
CAMPBELL RICH
MAYOR

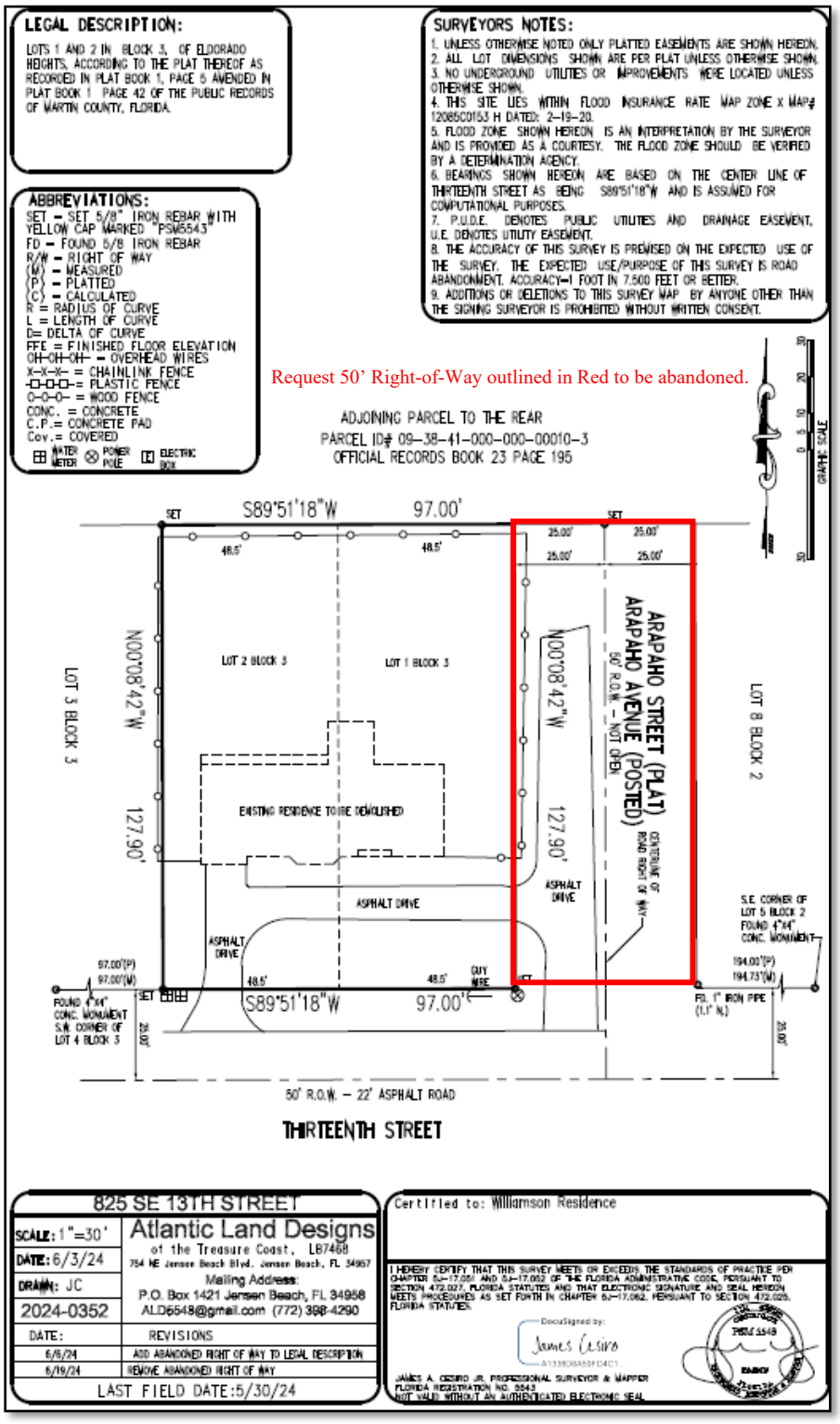
APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

EXHIBIT "A" - LEGAL DESCRIPTION

ALL THAT PORTION OF ARAPAHO STREET LYING EAST OF AND ADJACENT TO LOT 1 BLOCK 3, AND LYING WEST OF AND ADJACENT TO LOT 8 BLOCK 2, LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF THIRTEENTH STREET AND LYING SOUTH OF THE NORTH LIMIT OF THE PLAT OF ELDORADO HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5 AMENDED IN PLAT BOOK 1 PAGE 42 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

EXHIBIT "B" LOCATION MAP



City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994
development@ci.stuart.fl.us
(772) 288-5326

Received by: MP
Reviewed by: _____

RECEIVED
APR 17 2024
By: MR

Right-Of-Way Abandonment Application

Project ID# Z24040004
(Staff Entry)

Pre-App Conference Date: 11/09/2023	Application Date: 04/17/ 2024

SITE INFORMATION

Project Name:	Parcel ID#:
Site Address: 825 SE 13th St, Stuart FL 34994	
Subdivision:	Lot(s):
Site Acreage:	Flood Zone/Base Flood Elevation:
Existing Zoning District / CRA Subdistrict (if applicable):	
Current Comprehensive Plan Future Land Use Designation:	

PETITIONER INFORMATION

Property Owner: Carla Williamson & Todd Britt	Phone Number / Email Address: 518-526-4496
Property Owner's Mailing Address: 825 SE 13th St, Stuart FL 34994	
Applicant (if not Owner):	Phone Number / Email Address:
Applicant's Mailing Address:	
Agent/Contact Person: Carla Williamson	Phone Number / Email Address: colourfulcarla@gmail.com
Agent's Mailing Address: Same as owner address	
Architect: Vlog Architects	Engineer:
Planner:	Landscape Architect:

Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared Carla Williamson

Who, being by me first duly sworn, on oath deposed and says:

1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
2. That he/she is requesting approval of a Abandonment of Arapaho 5st in the City of Stuart, FL. (825 SE 13th st, Stuart FL 34994)
3. That he/she has appointed herself. to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: Carla Williamson

C Williamson — Signature of Owner:

Carla Williamson / owner agent — By: Name/Title

825 SE 13th, Stuart FL — Street Address

Stuart FL 34994 — City, State, Zip Code

P.O. Box

City, State, Zip Code

518-526-4496 — Telephone Number

Fax Number

Colourfulcarla@gmail.com — Email Address:

STATE OF FLORIDA, COUNTY OF MARTIN

Sworn and subscribed before me by means of [X] physical presence or [ ] online notarization, this

11TH day of APRIL, 2024 By notary.

Personally Known OR Produced Identification

Type of Identification Produced:

Natasha S Chandy — Notary Public

My Commission expires: NOV 16, 2026

NATASHA S. CHANDY
Notary Public, State of Florida
Commission# HH 332501
My comm. expires Nov. 16, 2026

Financial Responsibility Form

(Please Print or Type)

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

Name: Carla Williamson & Todd Britt	City/State/Zip Code: Stuart, FL 34994
Title: owner	Telephone Number: 518-526-4496
Company:	Facsimile Number:
Company Address: 825 SE 13th St	Email Address (optional): Colourfulcarla@gmail.com

We wish to have the fee waived.

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

1. Signed this 17 day of April, 2024.

C Williamson, Carla Williamson

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

Application Requirements

Fee: $799.00 plus 100% of appraised value *(This does not include fees that may be charged as a result of application reviews by the City's consultants or any required recording fees)*

Submittal Requirements: A completed application form, the payment of fees, and pertinent information as determined by the Development Director.

Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application for the City Commission public hearing.

Justification: Please provide justification supporting the request for the abandonment, vacation or change of name of any street, alley, road, or public way *(include additional pages if needed):*

Please see attached letter.

(over)

Carla Williamson & Todd Britt
825 SE 13th St
Stuart FL 34994
carla.inkd@gmail.com
518-526-4496

August 21, 2023

City of Stuart
121 SW Flagler Ave
Stuart FL 34994

Subject: Request for Guidance Regarding Abandoned Arapaho Street Section

Dear City of Stuart Officials,

I hope this letter finds you in good health. We wish to address a concern regarding the section of Arapaho Street adjacent to our property at 825 SE 13th Street, Stuart. Since becoming homeowners in October 2021, our family has been dedicated to enhancing our neighborhood's environment and maintaining its visual appeal.

Regrettably, the stretch of Arapaho Street bordering our property has deteriorated due to neglect and lack of maintenance by the city. The deteriorating asphalt poses safety risks to pedestrians, and its condition has attracted undesirable activities, compromising the safety and serenity of our family-focused community.

Given the evolving city plans, we're interested in exploring options for this section of Arapaho Street. If the city no longer requires this portion of the road, we're open to taking responsibility for its upkeep, including the opportunity to purchase it or to understand the rules and guidelines for maintaining it. Your guidance is essential to ensure our actions align with the city's objectives.

As committed residents of Stuart, our aim is to contribute positively to our community and maintain the charm of our neighborhood. We eagerly await your response and valuable input on the future of this section of Arapaho Street.

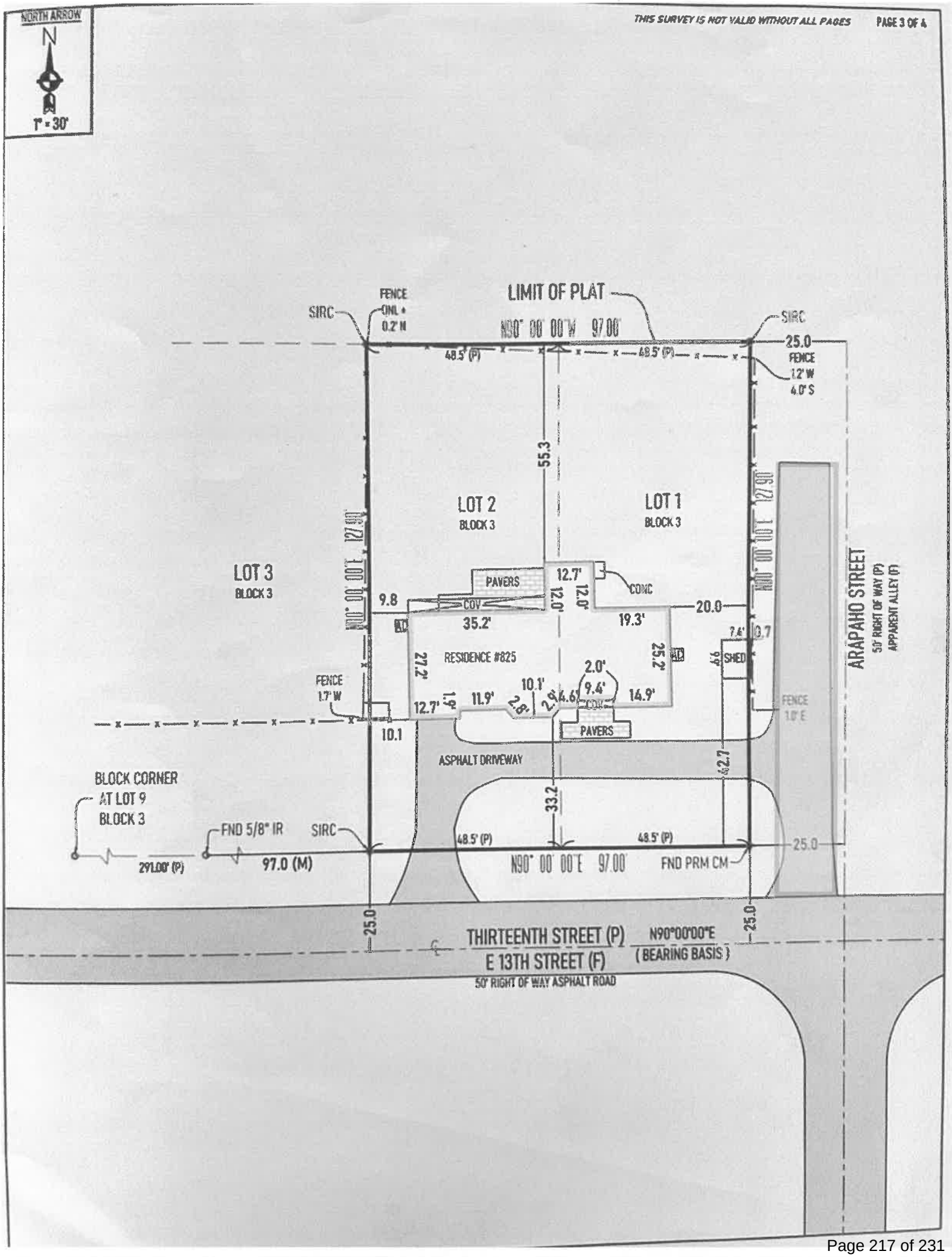
We've included a site map for your reference.

Thank you for your attention to this matter and your ongoing dedication to preserving Stuart's exceptional character.

Sincerely,

C Williamson-Britt T R Britt

Carla Williamson, Todd Britt, and Family


NORTH ARROW
N
1" = 30'
LIMIT OF PLAT
N90° 00' 00"W 97.00'
SIRC
FENCE ONL + 0.2' N
SIRC
48.5' (P)
48.5' (P)
25.0
FENCE 1.2' W 4.0' S
55.3
LOT 2
BLOCK 3
LOT 1
BLOCK 3
LOT 3
BLOCK 3
N90° 00' 00"E 127.90'
N90° 00' 00"E 127.90'
PAVERS
12.7'
12.0'
CONC
9.8
COV
35.2'
19.3'
20.0
RESIDENCE #825
27.2'
25.2'
SHED
7.4'
0.7
ARAPAHO STREET
50' RIGHT OF WAY (P)
APPARENT ALLEY (F)
FENCE 1.7' W
2.0'
10.1'
9.4'
12.7'
1.9'
11.9'
2.8'
2.9'
4.6'
14.9'
COV
FENCE 1.0' E
10.1
PAVERS
ASPHALT DRIVEWAY
42.7
BLOCK CORNER AT LOT 9 BLOCK 3
33.2
FND 5/8" IR
SIRC
48.5' (P)
48.5' (P)
25.0
291.00' (P)
97.0 (M)
N90° 00' 00"E 97.00'
FND PRM CM
25.0
25.0
THIRTEENTH STREET (P)
E 13TH STREET (F)
50' RIGHT OF WAY ASPHALT ROAD
N90°00'00"E
(BEARING BASIS)

Inst. # 3060372
Bk: 3423 Pg: 320 Pages: 1 of 3
Recorded on:3/1/2024 11:21 AM Doc: GOV
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: $27.00

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 14 -2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA DECLARING PURSUANT TO CHAPTER 36 OF THE CODE OF ORDINANCES OF THE CITY OF STUART, FLORIDA THE INTENTION OF THE CITY COMMISSION TO ABANDON AND TO SET PUBLIC HEARINGS IN THE CITY COMMISSION CHAMBERS TO CONSIDER THE ABANDONMENT OF A 50' WIDE PUBLIC RIGHT-OF-WAY WITHIN THE CITY, BEING THE PORTION OF S.E. ARAPAHO AVENUE, MORE CLEARLY DESCRIBED IN EXHIBIT "A" ATTACHED; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * * * *

WHEREAS, the City has received a request for abandonment relating to the public right-of-way described below that conforms to the requirements of Chapter 36 of the Code of Ordinances of the City of Stuart, Florida.

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

SECTION 1: The purpose of this resolution is to state the intention of the City Commission to abandon a portion of public right-of-way and to set public hearings before the City Commission at its regular meeting in the City Commission Chambers to consider the abandonment of the subject property within Martin County, Florida:

SECTION 2: A sketch depicting the subject right-of-way is attached hereto as **Exhibit "A".**

SECTION 3: This resolution shall take effect upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
REBECCA S. BRUNER, MAYOR	Y			
CAMPBELL RICH, VICE MAYOR	Y			
EULA R. CLARKE, COMMISSIONER	Y			
CHRISTOPHER COLLINS, COMMISSIONER	Y			
TROY MCDONALD, COMMISSIONER	Y			

ADOPTED this 26th day of February, 2024.

ATTEST:

MARY R. KINDEL 2/29/2024
CITY CLERK

REBECCA S. BRUNER
MAYOR

City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

Exhibit "A"

Request 50' Right-of-Way outlined in RED to be abandoned.
SE ARAPAHO AVE
SE 13TH ST
SE 13TH ST
SE 13TH ST
2/1/2024, 2:35:08 PM
City of Stuart Parcels
Stuart City Limits
Roads
CIty of Stuart
1:564
0 0 0.01 0.02 mi
0 0.01 0.01 0.02 km
State of Florida, Maxar, Microsoft
ArcGIS Web AppBuilder
State of Florida, Maxar, Microsoft | City of Stuart GIS | The U.S. Department of Agriculture, Natural Resources Conservation Service, Esri | SFWMD, Regulation | Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin,

DocuSign Envelope ID: A7BE155D-F89F-4C8D-8834-67483D926320

BOUNDARY SURVEY

LEGAL DESCRIPTION:

LOTS 1 AND 2 IN BLOCK 3, OF ELDORADO HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5 AMENDED IN PLAT BOOK 1 PAGE 42 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

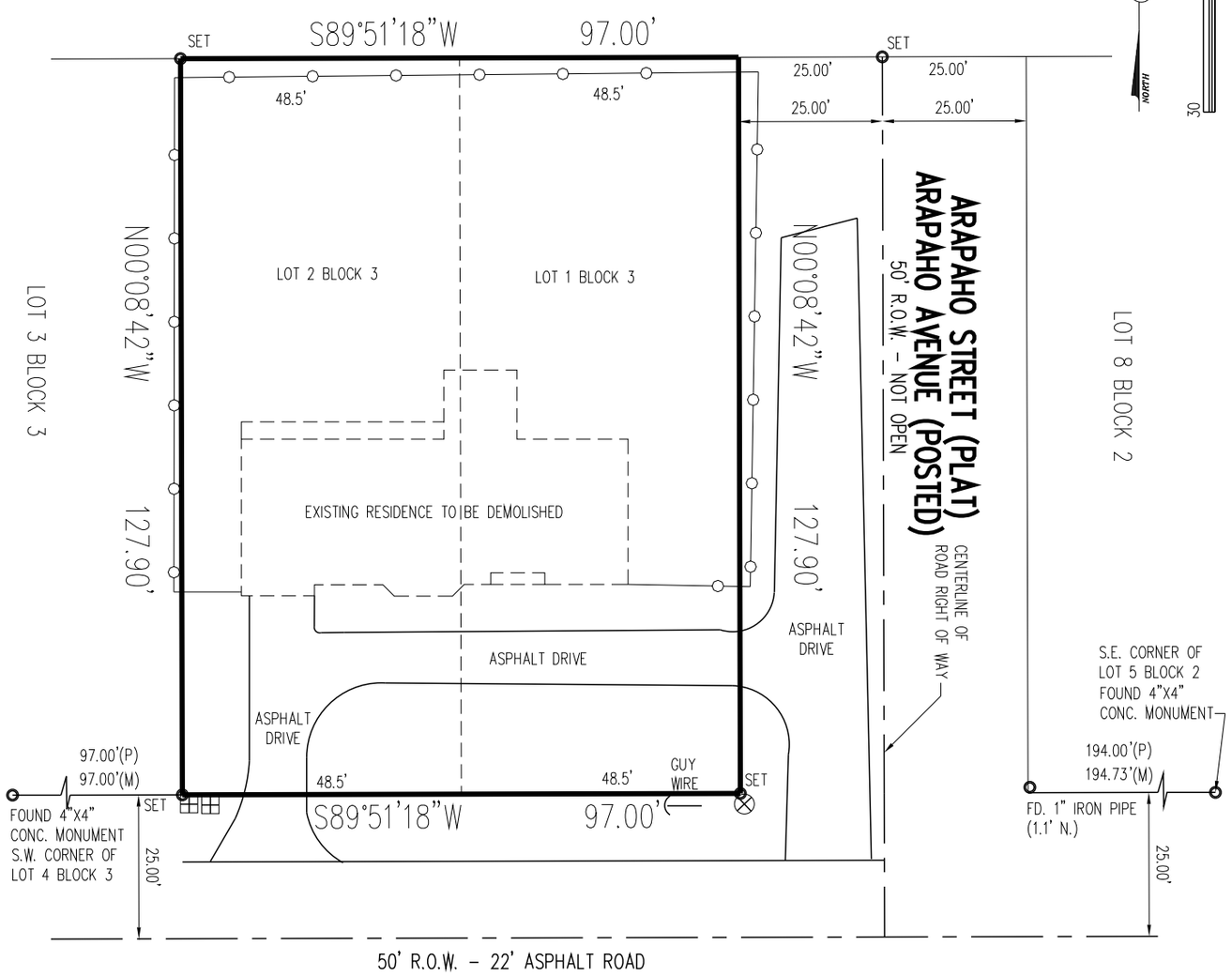
SURVEYORS NOTES:

1. UNLESS OTHERWISE NOTED ONLY PLATTED EASEMENTS ARE SHOWN HEREON.
2. ALL LOT DIMENSIONS SHOWN ARE PER PLAT UNLESS OTHERWISE SHOWN.
3. NO UNDERGROUND UTILITIES OR IMPROVEMENTS WERE LOCATED UNLESS OTHERWISE SHOWN.
4. THIS SITE LIES WITHIN FLOOD INSURANCE RATE MAP ZONE X MAP# 12085C0153 H DATED: 2-19-20.
5. FLOOD ZONE SHOWN HEREON IS AN INTERPRETATION BY THE SURVEYOR AND IS PROVIDED AS A COURTESY. THE FLOOD ZONE SHOULD BE VERIFIED BY A DETERMINATION AGENCY.
6. BEARINGS SHOWN HEREON ARE BASED ON THE CENTER LINE OF THIRTEENTH STREET AS BEING S89°51'18"W AND IS ASSUMED FOR COMPUTATIONAL PURPOSES.
7. P.U.D.E. DENOTES PUBLIC UTILITIES AND DRAINAGE EASEMENT, U.E. DENOTES UTILITY EASEMENT.
8. THE ACCURACY OF THIS SURVEY IS PREMISED ON THE EXPECTED USE OF THE SURVEY. THE EXPECTED USE/PURPOSE OF THIS SURVEY IS ROAD ABANDONMENT. ACCURACY=1 FOOT IN 7,500 FEET OR BETTER.
9. ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY ANYONE OTHER THAN THE SIGNING SURVEYOR IS PROHIBITED WITHOUT WRITTEN CONSENT.

ABBREVIATIONS:

SET = SET 5/8" IRON REBAR WITH YELLOW CAP MARKED "PSM5543"
FD = FOUND 5/8 IRON REBAR
R/W = RIGHT OF WAY
(M) = MEASURED
(P) = PLATTED
(C) = CALCULATED
R = RADIUS OF CURVE
L = LENGTH OF CURVE
D= DELTA OF CURVE
FFE = FINISHED FLOOR ELEVATION
OH-OH-OH- = OVERHEAD WIRES
X-X-X- = CHAINLINK FENCE
-□-□-□- = PLASTIC FENCE
O-O-O- = WOOD FENCE
CONC. = CONCRETE
C.P.= CONCRETE PAD
Cov.= COVERED
WATER METER
POWER POLE
ELECTRIC BOX

ADJOINING PARCEL TO THE REAR
PARCEL ID# 09-38-41-000-000-00010-3
OFFICIAL RECORDS BOOK 23 PAGE 195



THIRTEENTH STREET

825 SE 13TH STREET

SCALE: 1"=30'
DATE: 6/3/24
DRAWN: JC
2024-0352

Atlantic Land Designs
of the Treasure Coast, LB7468
754 NE Jensen Beach Blvd. Jensen Beach, FL 34957
Mailing Address:
P.O. Box 1421 Jensen Beach, FL 34958
ALD5543@gmail.com (772) 398-4290

DATE:	REVISIONS
6/6/24	ADD ABANDONED RIGHT OF WAY TO LEGAL DESCRIPTION
6/19/24	REMOVE ABANDONED RIGHT OF WAY

LAST FIELD DATE: 5/30/24

Certified to: Williamson Residence

I HEREBY CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE STANDARDS OF PRACTICE PER CHAPTER 5J-17.051 AND 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PERSUANT TO SECTION 472.027, FLORIDA STATUTES AND THAT ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 5J-17.062, PERSUANT TO SECTION 472.025, FLORIDA STATUTES.

DocuSigned by:
James Cesiro
A1338D8A59FD4C1...

JAMES A. CESIRO JR. PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5543
NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SEAL

JIM CESIRO CERTIFICATE PSM 5543 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

DocuSign Envelope ID: DFAFE4BE-B943-489B-B9F4-70A60C07C35D

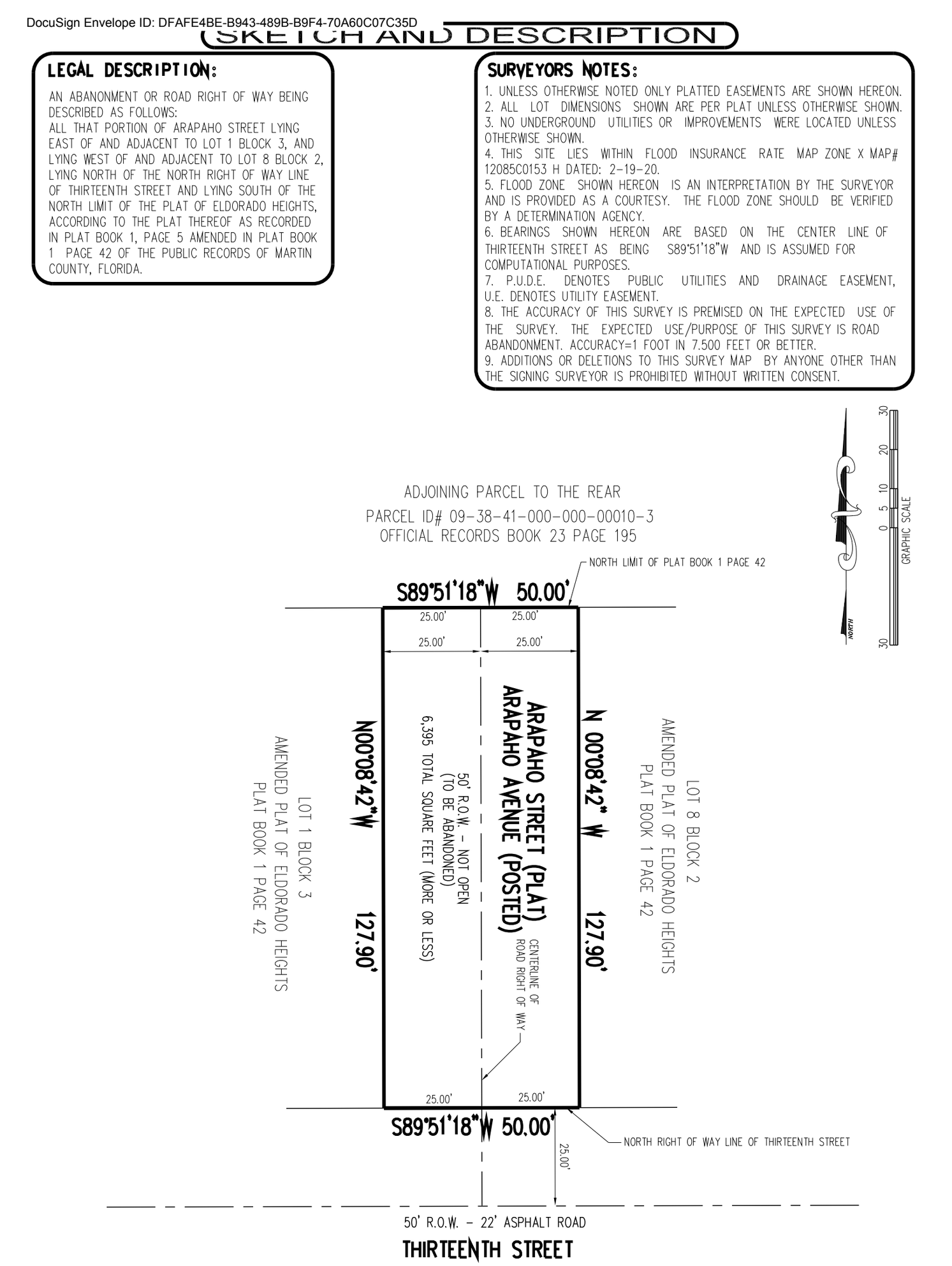
SKETCH AND DESCRIPTION

LEGAL DESCRIPTION:

AN ABANONMENT OR ROAD RIGHT OF WAY BEING DESCRIBED AS FOLLOWS:
ALL THAT PORTION OF ARAPAHO STREET LYING EAST OF AND ADJACENT TO LOT 1 BLOCK 3, AND LYING WEST OF AND ADJACENT TO LOT 8 BLOCK 2, LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF THIRTEENTH STREET AND LYING SOUTH OF THE NORTH LIMIT OF THE PLAT OF ELDORADO HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5 AMENDED IN PLAT BOOK 1 PAGE 42 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

SURVEYORS NOTES:

1. UNLESS OTHERWISE NOTED ONLY PLATTED EASEMENTS ARE SHOWN HEREON.
2. ALL LOT DIMENSIONS SHOWN ARE PER PLAT UNLESS OTHERWISE SHOWN.
3. NO UNDERGROUND UTILITIES OR IMPROVEMENTS WERE LOCATED UNLESS OTHERWISE SHOWN.
4. THIS SITE LIES WITHIN FLOOD INSURANCE RATE MAP ZONE X MAP# 12085C0153 H DATED: 2-19-20.
5. FLOOD ZONE SHOWN HEREON IS AN INTERPRETATION BY THE SURVEYOR AND IS PROVIDED AS A COURTESY. THE FLOOD ZONE SHOULD BE VERIFIED BY A DETERMINATION AGENCY.
6. BEARINGS SHOWN HEREON ARE BASED ON THE CENTER LINE OF THIRTEENTH STREET AS BEING S89°51'18"W AND IS ASSUMED FOR COMPUTATIONAL PURPOSES.
7. P.U.D.E. DENOTES PUBLIC UTILITIES AND DRAINAGE EASEMENT, U.E. DENOTES UTILITY EASEMENT.
8. THE ACCURACY OF THIS SURVEY IS PREMISED ON THE EXPECTED USE OF THE SURVEY. THE EXPECTED USE/PURPOSE OF THIS SURVEY IS ROAD ABANDONMENT. ACCURACY=1 FOOT IN 7,500 FEET OR BETTER.
9. ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY ANYONE OTHER THAN THE SIGNING SURVEYOR IS PROHIBITED WITHOUT WRITTEN CONSENT.



825 SE 13TH STREET

SCALE: 1"=30'	Atlantic Land Designs
DATE: 6/19/24	of the Treasure Coast, LB7468
DRAWN: JC	754 NE Jensen Beach Blvd. Jensen Beach, FL 34957
2024-0352	Mailing Address: P.O. Box 1421 Jensen Beach, FL 34958
	ALD5543@gmail.com (772) 398-4290

DATE:	REVISIONS

LAST FIELD DATE: 5/30/24

Certified to: Williamson Residence

I HEREBY CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE STANDARDS OF PRACTICE PER CHAPTER 5J-17.051 AND 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PERSUANT TO SECTION 472.027, FLORIDA STATUTES AND THAT ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 5J-17.062, PERSUANT TO SECTION 472.025, FLORIDA STATUTES.

DocuSigned by:
James Cesiro
A1338D8A59FD4C1...

JAMES A. CESIRO JR. PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5543
NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SEAL

JIM CESIRO CERTIFICATE PSM 5543 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

APPRAISAL OF REAL PROPERTY

LOCATED AT

ARAPAHO ST EASEMENT, NO ADDRESS / SEE LEGAL
Stuart, FL 34994
SEE SURVEY

FOR

PRIVATE
825 SE 13TH ST

OPINION OF VALUE

19,000

AS OF

06/25/2024

BY

Ryan Roman
Action Appraisal, Inc
1949 SW WINNERS DR
PALM CITY, FL 34990
772-220-7974
flappraisers@comcast.net

FHA/VA Case No.

USPAP ADDENDUM

File No. COLOURFULCARLA

Borrower	TODD BRITT & CARLA WILLIAMSON						
Property Address	ARAPAHO ST EASEMENT, NO ADDRESS / SEE LEGAL						
City	Stuart	County	MARTIN	State	FL	Zip Code	34994
Lender	PRIVATE						

This report was prepared under the following USPAP reporting option:

☒ Appraisal Report — This report was prepared in accordance with USPAP Standards Rule 2-2(a).

☐ Restricted Appraisal Report — This report was prepared in accordance with USPAP Standards Rule 2-2(b).

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 45 DAYS

Additional Certifications

I certify that, to the best of my knowledge and belief:

☒ I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

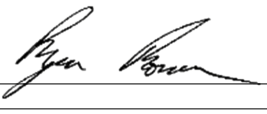
☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

- THE STATEMENTS OF FACT CONTAINED IN THIS REPORT ARE TRUE AND CORRECT.
- THE REPORTED ANALYSES, OPINIONS, AND CONCLUSIONS ARE LIMITED ONLY BY THE REPORTED ASSUMPTIONS AND LIMITING CONDITIONS AND ARE MY PERSONAL, IMPARTIAL, AND UNBIASED PROFESSIONAL ANALYSES, OPINIONS, AND CONCLUSIONS.
- UNLESS OTHERWISE INDICATED, I HAVE NO PRESENT OR PROSPECTIVE INTEREST IN THE PROPERTY THAT IS THE SUBJECT OF THIS REPORT AND NO PERSONAL INTEREST WITH RESPECT TO THE PARTIES INVOLVED.
- I HAVE NO BIAS WITH RESPECT TO THE PROPERTY THAT IS THE SUBJECT OF THIS REPORT OR THE PARTIES INVOLVED WITH THIS ASSIGNMENT.
- MY ENGAGEMENT IN THIS ASSIGNMENT WAS NOT CONTINGENT UPON DEVELOPING OR REPORTING PREDETERMINED RESULTS.
- MY COMPENSATION FOR COMPLETING THIS ASSIGNMENT IS NOT CONTINGENT UPON THE DEVELOPMENT OR REPORTING OF A PREDETERMINED VALUE OR DIRECTION IN VALUE THAT FAVORS THE CAUSE OF THE CLIENT, THE AMOUNT OF THE VALUE OPINION, THE ATTAINMENT OF A STIPULATED RESULT, OR THE OCCURRENCE OF A SUBSEQUENT EVENT DIRECTLY RELATED TO THE INTENDED USE OF THIS APPRAISAL.
- MY ANALYSES, OPINIONS, AND CONCLUSIONS WERE DEVELOPED, AND THIS REPORT HAS BEEN PREPARED, IN CONFORMITY WITH THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE THAT WERE IN EFFECT AT THE TIME THIS REPORT WAS PREPARED.
- UNLESS OTHERWISE INDICATED, I HAVE MADE A PERSONAL INSPECTION OF THE PROPERTY THAT IS THE SUBJECT OF THIS REPORT.
- UNLESS OTHERWISE INDICATED, NO ONE PROVIDED SIGNIFICANT REAL PROPERTY APPRAISAL ASSISTANCE TO THE PERSON(S) SIGNING THIS CERTIFICATION (IF THERE ARE EXCEPTIONS, THE NAME OF EACH INDIVIDUAL PROVIDING SIGNIFICANT REAL PROPERTY APPRAISAL ASSISTANCE IS STATED ELSEWHERE IN THIS REPORT).

Additional Comments

THE INFORMATION PROVIDED WITHIN THIS APPRAISAL IS BASED ON MARKET DATA AVAILABLE AT THIS JUNCTURE (DATE OF VALUE AND DATE OF THE REPORT). HOWEVER, DUE TO THE SIGNIFICANT UNCERTAINTY IN PROPERTY AND CAPITAL MARKETS, AS WELL AS THE RAPID UNFOLDING OF THIS EVENT, IT IS INDETERMINABLE FOR THE APPRAISER TO QUANTIFY AND ASSESS THE IMPACT THAT THIS OUTBREAK HAS HAD/OR WILL HAVE ON REAL ESTATE PROPERTY VALUES. VALUES AND INCOMES MAY CHANGE MORE QUICKLY AND SIGNIFICANTLY THAN DURING MORE TYPICAL MARKET CONDITIONS. IT SHOULD BE EMPHASIZED THAT THE RESULTS OF THIS APPRAISAL ANALYSIS AND THE VALUE CONCLUSIONS REPORTED HEREIN ARE BASED ON THE EFFECTIVE DATE OF THE APPRAISAL AND THE APPRAISER MAKES NO REPRESENTATION AS TO THE EFFECT ON THE SUBJECT PROPERTY OF ANY UNFORESEEN EVENT SUBSEQUENT TO THE EFFECTIVE DATE.

APPRAISER:

Signature: 

Name: Ryan Roman

Date Signed: 06/27/2024

State Certification #: CERT RES RD7726

or State License #:

State: FL

Expiration Date of Certification or License: 11/30/2024

Effective Date of Appraisal: 06/25/2024

SUPERVISORY APPRAISER: (only if required)

Signature:

Name:

Date Signed:

State Certification #:

or State License #:

State:

Expiration Date of Certification or License:

Supervisory Appraiser Inspection of Subject Property:

☐ Did Not ☐ Exterior-only from Street ☐ Interior and Exterior

FHA/VA Case No.

LAND APPRAISAL REPORT

File No. COLOURFULCARLA

SUBJECT

Borrower TODD BRITT & CARLA WILLIAMSON | Census Tract 0008.00 | Map Reference 38940

Property Address ARAPAHO ST EASEMENT, NO ADDRESS / SEE LEGAL

City Stuart | County MARTIN | State FL | Zip Code 34994

Legal Description SEE SURVEY

Sale Price $ | Date of Sale | Loan Term | yrs. | Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD

Actual Real Estate Taxes $ 0 (yr) | Loan charges to be paid by seller $ 0 | Other sales concessions

Lender/Client PRIVATE | Address 825 SE 13TH ST

Occupant VACANT | Appraiser Ryan Roman | Instructions to Appraiser

NEIGHBORHOOD

Location	☐ Urban	☒ Suburban	☐ Rural
Built Up	☒ Over 75%	☐ 25% to 75%	☐ Under 25%
Growth Rate ☐ Fully Dev.	☐ Rapid	☒ Steady	☐ Slow
Property Values	☐ Increasing	☒ Stable	☐ Declining
Demand/Supply	☐ Shortage	☒ In Balance	☐ Oversupply
Marketing Time	☐ Under 3 Mos.	☒ 4-6 Mos.	☐ Over 6 Mos.

Present Land Use: 80 % One-Unit | 5 % 2-4 Unit | 5 % Apts. | % Condo | 5 % Commercial | % Industrial | % Vacant | 5 %

Change in Present Land Use: ☒ Not Likely ☐ Likely (*) ☐ Taking Place (*) (*) From To

Predominant Occupancy: ☒ Owner ☐ Tenant % Vacant

One-Unit Price Range $ 200 to $ 550 | Predominant Value $ 350

One-Unit Age Range 0 yrs. to 75 yrs. | Predominant Age 35 yrs.

	Good	Avg.	Fair	Poor
Employment Stability	☐	☒	☐	☐
Convenience to Employment	☐	☒	☐	☐
Convenience to Shopping	☐	☒	☐	☐
Convenience to Schools	☐	☒	☐	☐
Adequacy of Public Transportation	☐	☒	☐	☐
Recreational Facilities	☐	☒	☐	☐
Adequacy of Utilities	☐	☒	☐	☐
Property Compatibility	☐	☒	☐	☐
Protection from Detrimental Conditions	☐	☒	☐	☐
Police and Fire Protection	☐	☒	☐	☐
General Appearance of Properties	☐	☒	☐	☐
Appeal to Market	☐	☒	☐	☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise)

SUBJECT HIGHEST AND BEST USE AS ASSEMBLAGE TO ADJACENT BUILDABLE LOTS. SUBJECT IS NOT INDIVIDUALLY BUILDABLE

SITE

Dimensions 50 X 127 = 6,395 sf ☐ Corner Lot

Zoning Classification RE-1/2 A | Present Improvements ☐ Do ☐ Do Not Conform to Zoning Regulations

Highest and Best Use ☐ Present Use ☐ Other (specify) PARCEL THAT IS SUBJECT OF APPRAISAL NOT INDEPENDENTLY USEFUL, HIGHEST/BEST USE OF LAND IS TO BE ANNEXED TO ADJACENT PROPERTY(S)

	Public	Other (Describe)
Elec.	☐	FPL
Gas	☐	NONE
Water	☐	
San. Sewer	☐	
	☐ Underground Elect. & Tel.	

OFF SITE IMPROVEMENTS

Street Access	☒ Public	☐ Private	
Surface	4 LANE ASPHALT		
Maintenance	☒ Public	☐ Private	
☒ Storm Sewer	☐ Curb/Gutter		
☐ Sidewalk	☐ Street Lights		

Topo LEVEL TO SLOPE | Size 6395 | Shape RECTANGULAR | View N;Res; | Drainage ADEQUATE

Is the property located in a FEMA Special Flood Hazard Area? ☐ Yes ☒ No

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions)

SUBJECT IS 50 X 127 STRIP OF ARAPAHO AVE, BORDERING 2 PRIVATE PARCELS TO EAST AND WEST, BACKING PUBLIC SPORT PARK. EASEMENT IS UNUSED AS ROADWAY, NEIGHBORING PARCELS HAVE INSTALLED DRIVEWAY. INDEPENDENTLY, SUBJECT PARCEL HAS MINIMAL DEMAND.

MARKET DATA ANALYSIS

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (–) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	+(–) $ Adjust.	COMPARABLE NO. 2	+(–) $ Adjust.	COMPARABLE NO. 3	+(–) $ Adjust.
Address	ARAPAHO ST EASEMENT, NO ADDRESS Stuart, FL 34994						
Proximity to Subject							
Sales Price	$		$		$		$
Price $/Sq. Ft.	$		$		$		$
Data Source(s)	FLEXMLS, PASLC						
Date of Sale/Time Adj.	11/12/2023						
Location	N;Res;						
Site/View	6,395 sf						
	NONE						
Sales or Financing Concessions	0						
Net Adj. (Total)		☐ + ☐ –	$	☐ + ☐ –	$	☐ + ☐ –	$
Indicated Value of Subject			$		$		$

Comments on Market Data: FEW RECENT MARKET SALES HAVE OCCURRED OF INDEPENDENT LOTS. ADDITIONAL EASEMENT ABANDONMENT, LOCATED ON 5594 KANNER HWY WAS FOUND TO HAVE CONTRIBUTORY VALUE OF $2/SF. LOT SALE REFRENCED ON 901 SE NASSAU AVE, STUART, FL

RECONCILIATION

Comments and Conditions of Appraisal: PARCEL THAT IS SUBJECT OF THIS REPORT IS EXISTING 30' ROAD EASEMENT BELONG TO OWNER OF RECORD AS STATED IN THIS REPORT. RIGHT OF WAY ABANDONMENT IS 50 FT ROAD EASEMENT, WITH LEGAL DESCRIPTION AND SURVERY INCLUDED WITH FULL VERSION OF THIS REPORT.

Final Reconciliation: INDEPENDENTLY, AREA DOES NOT MEET ZONING REQUIREMENTS FOR DEVELOPMENT. HIGHEST AND BEST USE AS ASSEMBLED TO EITHER OR BOTH NEIGHBORING PARCELS. TOTAL AREA OF 6395. RECENT LOT SALES OF BUILDABLE LOTS INDICATE $15/SF. WITH LIMITED MARKET DATA TO SUPPORT PRICE OF SURPLUS LAND, ESTIMATED AT 80% DISCOUNT OF BUILDABLE SITE VALUE EXPECTED FOR ADDITIONAL CONTRIBUTORY VALUE, TOTAL AREA OF 6395 SF X $3. =$19,000, WITH EACH 1/2 3198 SF CONTRIBUTITNG $10,000 TO EACH NEIGHBORING LOT

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF 06/25/2024 **TO BE $** 19,000

Appraiser Ryan Roman | Supervisory Appraiser (if applicable)

Date of Signature and Report 06/27/2024 | Date of Signature

Title ST CERT RES APPRAISER RD 7726 | Title

State Certification # CERT RES RD7726 ST FL | State Certification # ST

Or State License # ST | Or State License # ST

Expiration Date of State Certification or License 11/30/2024 | Expiration Date of State Certification or License

Date of Inspection (if applicable) 06/25/2024 | ☐ Did ☐ Did Not Inspect Property Date of Inspection

FHA/VA Case No.

Subject Photo Page

Borrower	TODD BRITT & CARLA WILLIAMSON						
Property Address	ARAPAHO ST EASEMENT, NO ADDRESS / SEE LEGAL						
City	Stuart	County	MARTIN	State	FL	Zip Code	34994
Lender/Client	PRIVATE						

Subject Front

ARAPAHO ST EASEMENT, NO ADDRESS / SEE LEGAL

Sales Price	
Gross Living Area	912
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2.0
Location	N;Res;
View	6,395 sf
Site	
Quality	Q4
Age	45,20

Subject Rear

Subject Street

Form PICPIX.SR - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

FHA/VA Case No.

Aerial Map

Borrower	TODD BRITT & CARLA WILLIAMSON						
Property Address	ARAPAHO ST EASEMENT, NO ADDRESS / SEE LEGAL						
City	Stuart	County	MARTIN	State	FL	Zip Code	34994
Lender/Client	PRIVATE						

Form MAP.LOC - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

SURVEY

DocuSign Envelope ID: DFAFE4BE-B943-489B-B9F4-70A60C07C35D

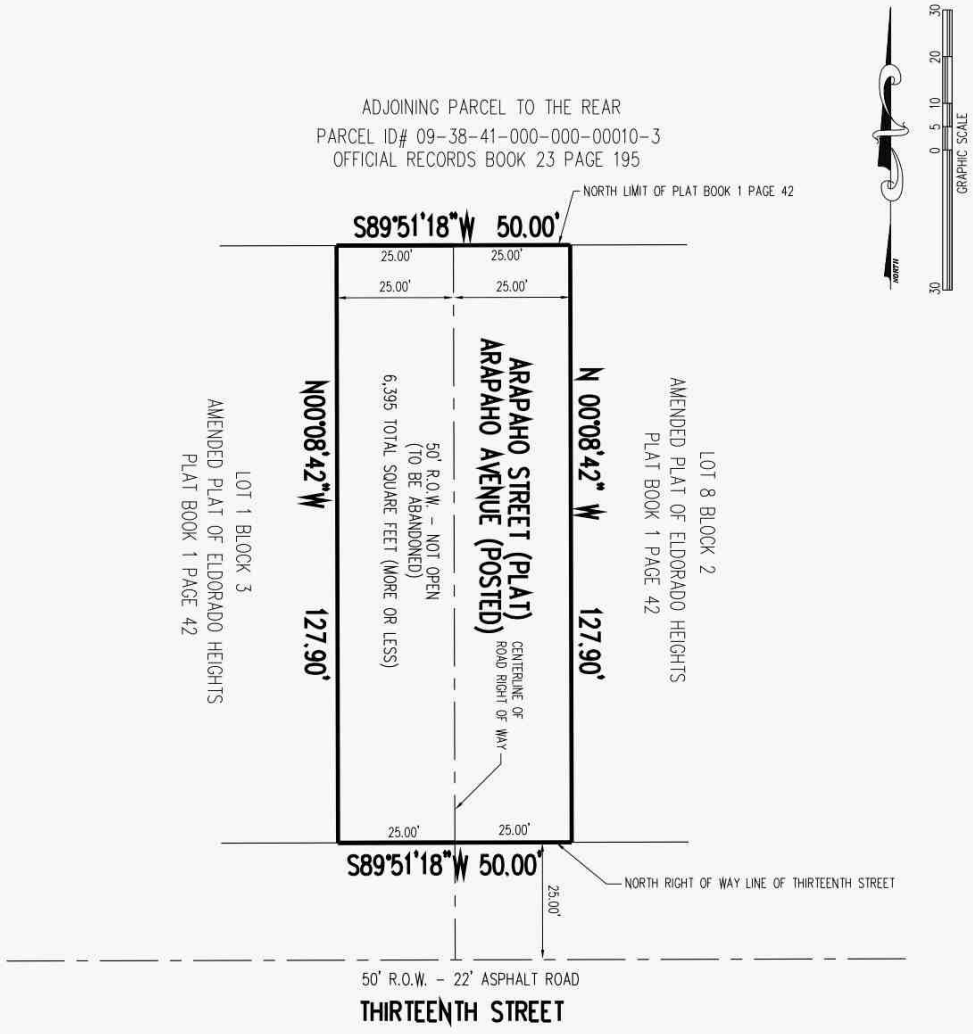
SKETCH AND DESCRIPTION

LEGAL DESCRIPTION:

AN ABANONMENT OR ROAD RIGHT OF WAY BEING DESCRIBED AS FOLLOWS:
ALL THAT PORTION OF ARAPAHO STREET LYING EAST OF AND ADJACENT TO LOT 1 BLOCK 3, AND LYING WEST OF AND ADJACENT TO LOT 8 BLOCK 2, LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF THIRTEENTH STREET AND LYING SOUTH OF THE NORTH LIMIT OF THE PLAT OF ELDORADO HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5 AMENDED IN PLAT BOOK 1 PAGE 42 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

SURVEYORS NOTES:

1. UNLESS OTHERWISE NOTED ONLY PLATTED EASEMENTS ARE SHOWN HEREON.
2. ALL LOT DIMENSIONS SHOWN ARE PER PLAT UNLESS OTHERWISE SHOWN.
3. NO UNDERGROUND UTILITIES OR IMPROVEMENTS WERE LOCATED UNLESS OTHERWISE SHOWN.
4. THIS SITE LIES WITHIN FLOOD INSURANCE RATE MAP ZONE X MAP# 12085C0153 H DATED: 2-19-20.
5. FLOOD ZONE SHOWN HEREON IS AN INTERPRETATION BY THE SURVEYOR AND IS PROVIDED AS A COURTESY. THE FLOOD ZONE SHOULD BE VERIFIED BY A DETERMINATION AGENCY.
6. BEARINGS SHOWN HEREON ARE BASED ON THE CENTER LINE OF THIRTEENTH STREET AS BEING S89°51'18"W AND IS ASSUMED FOR COMPUTATIONAL PURPOSES.
7. P.U.D.E. DENOTES PUBLIC UTILITIES AND DRAINAGE EASEMENT, U.E. DENOTES UTILITY EASEMENT.
8. THE ACCURACY OF THIS SURVEY IS PREMISED ON THE EXPECTED USE OF THE SURVEY. THE EXPECTED USE/PURPOSE OF THIS SURVEY IS ROAD ABANDONMENT. ACCURACY=1 FOOT IN 7,500 FEET OR BETTER.
9. ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY ANYONE OTHER THAN THE SIGNING SURVEYOR IS PROHIBITED WITHOUT WRITTEN CONSENT.



825 SE 13TH STREET	
SCALE: 1"=30'	Atlantic Land Designs
DATE: 6/19/24	of the Treasure Coast, LB7468
DRAWN: JC	754 NE Jensen Beach Blvd. Jensen Beach, FL 34957
2024-0352	Mailing Address: P.O. Box 1421 Jensen Beach, FL 34958
DATE:	REVISIONS
	ALD5543@gmail.com (772) 398-4290
LAST FIELD DATE:5/30/24	

Certified to: Williamson Residence

I HEREBY CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE STANDARDS OF PRACTICE PER CHAPTER 5J-17.051 AND 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PERSUANT TO SECTION 472.027, FLORIDA STATUTES AND THAT ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 5J-17.062, PERSUANT TO SECTION 472.025, FLORIDA STATUTES.

DocuSigned by:
James Cesiro
A1338D8A59FD4C1...

JAMES A. CESIRO JR. PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5543
NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SEAL

STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER CERTIFICATE PSM 5543

LICENSE

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED RESIDENTIAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

ROMAN, RYAN ROBERT

1949 SW WINNERS DR
PALM CITY FL 34990

LICENSE NUMBER: RD7726

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Chapter 36 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

ARTICLE I. IN GENERAL

Sec. 36-1. Obstructing.

No person shall place any wares, merchandise or other personal property upon the sidewalks or streets within the city which obstructs or in any way impairs the free use of the public in and to the sidewalks or streets.

(Code 1981, § 14-1; Code 1995, § 70-1)

Sec. 36-2. Privilege fee for abandoning public property.

(a) There is hereby established a privilege fee, payable by any person petitioning the city for the abandonment and vacation of the interests of the city in and to any real property or street, alleyway, road, highway or other place used for travel, or any portion thereof; such fee to be deposited into the city property management fund to be used exclusively for the acquisition, operation and maintenance of other public properties of the city.

(b) The privilege fee shall be determined and fixed by computing 100 percent of the value added to the adjoining real property of the petitioner by the resulting addition of the interest abandoned by the city; the value added to be determined by the appraisal of a qualified, registered real estate appraiser who practices in the county; such appraisal shall be ordered by the city but shall be paid for by the petitioner in addition to any privilege fee payable. The resulting 100 percent computation shall be established for the fee herein provided for, but in no event shall the privilege fee payable be less than the amount as currently established or as hereafter adopted by resolution of the city commission from time to time in appendix A to this Code.

(c) This privilege fee shall not apply to petitions made by the original gratuitous donor of the city's interest to be abandoned nor when F.S. § 255.22, or a reverter clause in the instrument of conveyance to the city shall take effect.

(d) The privilege fee hereby imposed may, upon proper application, be waived by the city commission in its discretion upon a showing that the abandonment will benefit the public and city residents at large and not the adjoining landowners exclusively.

(Code 1981, § 14-7; Code 1995, § 70-7; Ord. No. 1971, § 1, 2-23-2004)

Sec. 36-3. Vacation or change of name of streets, alleys, etc.

(a) *Ordinance, resolution required.* The vacation or change of name of any street, alley, road or public way shall be accomplished by ordinance. The city commission, in vacating any street or part of a street or changing the name of any street, may include in one ordinance the change of name or vacation or narrowing of more than one street, avenue or alley, but before vacating any street or part thereof, or narrowing any street, the city commission shall first pass a resolution declaring its intention to do so.

(b) *Notice requirement and expenses.* The person applying for a vacation, alteration or change of name of a street, road, avenue or alley shall bear the expense and responsibility of providing due public notice of the time, place and purpose of the hearing to be held on the application to all persons whose property abuts

upon the portion of the street, road, avenue or alley to be directly affected by the vacation, alteration or change of name.

(c) *Service of notice by mail.* Notice of road, street or alley abandonment, vacation, alteration and name change shall be furnished to all persons whose property abuts upon that portion of such public way affected by a proposed abandonment, vacation, alteration or name change by certified mail, return receipt requested, to be mailed no later than ten days prior to the date the public hearing which shall be the second reading of an ordinance vacating, altering or changing the name of such public way. The notice so mailed shall be a true and correct copy of the resolution adopted by the city commission clearly setting forth the location of the affected public way and the time, date, and place of the public hearing (second reading of the ordinance) on the abandonment, vacation, alteration, or name change.

(d) *Publication of resolution.* The resolution shall also be published in the legal advertisement classified section in a newspaper of general circulation in the city no earlier than seven calendar days prior to the public hearing.

(e) *Signage.*

(1) The beginning area of the abandonment, location, alteration or change of name as well as its point of termination shall both be posted with signs facing perpendicular to the right-of-way, in plain view of traffic, each being no smaller than 24 inches by 36 inches, which shall be captioned by the following language in bold print:

NOTICE

THIS ROAD IS SUBJECT TO (ABANDONMENT) (ALTERATION) (NAME CHANGE)
BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA. PLEASE
READ THE NOTICE ON THIS SIGN FOR FURTHER INFORMATION.

(2) The signs shall have affixed in weatherproof transparent coverings a copy of the required resolution. The signs shall be clearly visible from the nearest right-of-way other than that sought to be abandoned, altered or otherwise changed.

(3) The sign shall be so displayed for 15 continuous days prior to the scheduled hearing.

(f) *Closure.* The act of the city commission in closing or abandoning any road, alleyway, or street, or in renouncing or disclaiming any rights in any land delineated on any recorded map as a road, alleyway or street, shall abrogate the easement theretofore owned, held, claimed or used by or on behalf of the public and the title of fee owners shall be freed and released therefrom. If the fee of the road, alleyway or street space had been vested in the city, the same will be thereby surrendered and will vest in the abutting fee owners to the extent and in the same manner as in case of termination of an easement for road purposes.

(Code 1981, § 14-8; Code 1995, § 70-8)

Charter reference(s)—Vacation of streets, art. IX.