



A G E N D A

**REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD February 25, 2019
AT 5:30 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

CITY COMMISSION

**Mayor Rebecca S. Bruner
Vice Mayor Eula R. Clarke
Commissioner Kelli Glass Leighton
Commissioner Merritt Matheson
Commissioner Mike Meier**

ADMINISTRATIVE

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

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

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

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

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

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

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

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

PRESENTATIONS

1. FEBRUARY SERVICE AWARDS
2. EMPLOYEE OF THE MONTH - FEBRUARY 2019

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (5 min. max)

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

CONSENT CALENDAR

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

3. APPROVAL OF 02/11/2019 CCM MINUTES (RC)
4. LEASE OF 171 SW FLAGLER AVE TO CONGRESSMAN MAST (RC):

RESOLUTION No. 21-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE EXECUTION OF LEASE AGREEMENT BETWEEN THE CITY OF STUART AND CONGRESSMAN BRIAN MAST FOR THE CRARY HOUSE LOCATED AT 171 SW FLAGLER AVENUE, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.
5. PALM CITY ROAD IMPROVEMENTS (RC):

RESOLUTION No. 22-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING BUDGET AMENDMENT No. 4 AND CIP AMENDMENT No. 2 TO THE 2018-2019 GENERAL FUND AND CAPITAL IMPROVEMENT PLAN, APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PALM CITY ROAD RAISED CROSSWALKS PROJECT IN THE AMOUNT OF \$150,000.00, INCORPORATING PROJECT INTO THE CAPITAL IMPROVEMENT PLAN, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

6. SHEPARD PARK BOAT TRAILER PARKING (RC):

RESOLUTION No. 23-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO APPLY FOR AND, IF SUCCESSFUL DESIGNATE THE PUBLIC WORKS DIRECTOR AS THE AUTHORIZED REPRESENTATIVE TO EXECUTE THE GRANT, AND SUBSEQUENTLY APPROVE THE EXPENDITURE OF THE GRANT FUNDS FROM THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM, TO FUND THE BOAT TRAILER PARKING IMPROVEMENTS ASSOCIATED WITH SHEPARD PARK; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

7. PURCHASE AGREEMENT FOR PUBLIC WORKS PROPERTY (RC):

RESOLUTION No. 25-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER OR CITY ATTORNEY TO EXECUTE A REAL ESTATE PURCHASE AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

8. NORTHPOINT MAJOR URBAN CONDITIONAL USE - NORTH STUART ACQUISITION AND DEVELOPMENT (RC):

RESOLUTION No. 16-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, GRANTING A CONDITIONAL USE APPROVAL TO NORTH STUART ACQUISITION AND DEVELOPMENT, LLC, OWNER OF PROPERTY LOCATED BETWEEN OLD DIXIE HIGHWAY AND THE FEC RAILROAD, NORTH OF THE ST. LUCIE RIVER, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTION; GRANTING APPROVAL FOR MIXED USE DEVELOPMENT OF A 27,000 SQUARE FOOT OFFICE BUILDING WITH 2,000 SQUARE FEET OF RETAIL SPACE, A 200 SEAT RESTAURANT AND A 27-SPACE PARKING GARAGE ON A 2.73-ACRE SITE; TO ALLOW FOR PARKING WITHIN THE BUILDING ENVELOPE, FOR A CONTINUOUS BUILDING FAÇADE OF MORE THAN 100 FEET IN WIDTH WITHOUT PROVIDING AN ADDITIONAL VISTA, FOR REDUCTION IN LANDSCAPE BUFFERS AND A REDUCTION OF SETBACKS; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

9. ENDANGERED SPECIES ACT; BA#5 (RC):

RESOLUTION No. 24-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING BUDGET AMENDMENT #5 TO THE 2018-2019 STORMWATER FUND AUTHORIZING A \$12,000.00 TRANSFER FROM STORMWATER FUND BALANCE TO GENERAL FUND, FOR THE PURPOSES OF A CONTRIBUTION TO THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

ORDINANCE FIRST READING

ORDINANCE SECOND READING

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

DISCUSSION AND DELIBERATION

ADJOURNMENT

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

Meeting Date: 2/25/2019

Prepared by: R. Johnson

Title of Item:

FEBRUARY SERVICE AWARDS

Summary Explanation/Background Information on Agenda Request:

Anthony Williams	Public Works	30 years
William McGighan	Police	15 years
Jacob Jones	Fire	5 years

Funding Source:

General Fund

Recommended Action:

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

Meeting Date: 2/25/2019

Prepared by: Steve Nicolosi\

Title of Item:

EMPLOYEE OF THE MONTH - FEBRUARY 2019

Summary Explanation/Background Information on Agenda Request:

Recognize the Employee of the Month

Funding Source:

N/A

Recommended Action:

Recognize the Employee of the Month

ATTACHMENTS:

Description	Upload Date	Type
Employee of the Month	1/30/2019	Cover Memo

**CITY OF STUART
DEVELOPMENT DEPARTMENT**



MEMORANDUM

TO: DAVID DYESS, CITY MANAGER
FROM: STEVE NICOLosi, BUILDING OFFICIAL
SUBJECT: FEBRUARY EMPLOYEE OF THE MONTH
DATE: 1/29/19

Dear Mr. Dyess,

I would like to nominate Bruce Duncan as February Employee of the Month. Bruce started with the City in June of 2017 as we were lucky enough to lure him away from the City of North Palm Beach. Before becoming an inspector, Bruce worked for Engineering and Architectural firms. He was also in charge of design for Renar Homes. In addition, he owned a residential construction business as well as being a licensed photovoltaic contractor. This experience makes him a valuable Building Inspector because he is able to understand the intent of the building code, not just read words out of a book. As a Building Official, one of the most important factors in having a good department is having everyone on the same page and able to make decisions.

Bruce's personality is perfect for dealing with the citizens of Stuart. He always takes the time to explain the "why" behind the Building Code. That explanation is usually all that is required to put a homeowner or contractor at ease. I constantly get comments from builders and homeowners on how nice it is to deal with Bruce. He also recently passed the state exam for his Commercial Building Inspector License. The timing for this is great, as you know we have quite a few large commercial projects underway or in the planning stages. He is also continuing to study for more licenses, which will continue to make him a valuable asset. Multi-certified inspectors are a rarity as the state requirements are becoming more difficult to meet. Fortunately, Bruce has the knowledge and experience to sit for these exams. For a small jurisdiction multi-certified inspectors are critical as they save the city thousands of dollars not having to use outside inspectors and more importantly provides far superior service to our customers.

Bruce always sets out and shares his inspection schedule for the day with our permit technicians, which includes the approximate times he plans to be at each address, so homeowners or contractors know when to be available. Rarely is this done in other jurisdictions and is one of the

reasons why we get praise from contractors regarding how nice it is to do business in the City of Stuart.

Bruce is also assisting with respect to controlling and reporting unlicensed and unpermitted activity. And, for someone who keeps his feet on the ground it may be surprising to find that Bruce is also a FAA Licensed Helicopter Pilot and Commercial Drone Operator.

For these reasons, I would like to nominate Mr. Duncan as Employee of the Month.

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/25/2019

Prepared by: M Joy Warren

Title of Item:

APPROVAL OF 02/11/2019 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approved Minutes

ATTACHMENTS:

Description	Upload Date	Type
02/11/2019 CCM Minutes	2/18/2019	Exhibit

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
HELD February 11, 2019
AT 5:30 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Rebecca S. Bruner
Vice Mayor Eula R. Clarke
Commissioner Kelli Glass Leighton
Commissioner Merritt Matheson
Commissioner Mike Meier

ADMINISTRATIVE

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



5:30 PM ROLL CALL

Present: Mayor Bruner, Vice Mayor Clarke, Commissioner Glass Leighton, Commissioner Matheson, Commissioner Meier.

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - CHAZ D. RUSSELL OF THE GRATITUDE STEEL BAND

Chaz D. Russell entertained the Commission and audience with a song on the steel drum.

PROCLAMATIONS

2. TEEN DATING VIOLENCE AWARENESS & PREVENTION MONTH - FEBRUARY 2019

Monique Coleman, Prevention Specialist of Safe Space Youth Services and several students came forward to graciously accept the Proclamation and spoke about teen dating violence, ending with a poem.

COMMENTS BY CITY COMMISSIONERS

Commissioner Glass Leighton

- No comments.

Commissioner Matheson

- Announced the Brush for Kindness, Love Thy Neighbor East Stuart Partnership event will be on February 23rd, encourages all to register to volunteer and be a part of the event.
- Commented on the Roundtable Discussion Meeting held at the IRSC Wolf High Technology Center this morning on the topic of Lake Okeechobee System Operating Manual (LOSOM) and the upcoming meeting on February 19th at 1:00 p.m. and again at 6:00 p.m. at the same location, held for public input.

Commissioner Meier

- Commented on an email exchange (submitted for the record), with the Center for Biological Diversity that outlines the scoping process discussed at today's meeting with Representative Brian Mast.
- Pull Item #3; Edit requested for the Approval of the 1/22/2019 SCM Minutes.

Vice Mayor Clarke

- Pull Items #6 and #7 to draw attention to the items.
- Commented that she was unable to attend Arts Fest but heard positive comments.

COMMENTS BY CITY MANAGER

No comments.

APPROVAL OF AGENDA

 5:48 PM Motion: Move approval of the Agenda. [Pulling Items #3, #6, and #7 as requested in Commissioner Comments.]

Motion by: Commissioner Glass Leighton

Seconded by: Commissioner Meier

Motion passed unanimously.

COMMENTS FROM THE PUBLIC (5 min. max)

- 1) Helen McBride – Flamingo Avenue; Commented on her concerns with the lack of green space and the building that is occurring on 5th Street. Recommended the Commissioners go by and look at the area.

Attorney Mortell commented in response to the public comment followed by a brief discussion by the Commission. Commissioner Glass Leighton commented about having the developers that do not necessarily follow the rules, to note it in their files. Commissioners suggested that staff look into responding to fees associated with non-compliance.

CONSENT CALENDAR

PULLED 3. APPROVAL OF 01/22/2019 SCM AND 01/28/2019 CCM MINUTES.

4. INTERLOCAL AGREEMENT WITH MARTIN COUNTY RE: EOC BACKUP:

RESOLUTION No. 17-2019; 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 ("CITY") AND MARTIN COUNTY ("COUNTY") FOR THE USE OF THE COUNTY EMERGENCY OPERATIONS CENTER AS A BACKUP CITY EMERGENCY OPERATIONS CENTER AND TO ALLOW THE CITY TO RECIPROCATATE THE SAME TO THE COUNTY; AND PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

5. AUTHORIZATION OF CITY MANAGER TO NEGOTIATE CONTRACT:

RESOLUTION No. 18-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE A REAL ESTATE SALES AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

PULLED 6. REJECT PETITION TO CREATE THE HARMONY RANCH COMMUNITY DEVELOPMENT DISTRICT:

RESOLUTION No. 19-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, MARTIN COUNTY, FLORIDA, URGING THE FLORIDA LAND AND WATER ADJUDICATORY COMMISSION TO REJECT THE PETITION OF HOBE SOUND RANCH LTD. TO ESTABLISH THE HARMONY RANCH COMMUNITY DEVELOPMENT DISTRICT; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

PULLED 7. LAKE OKEECHOBEE REGULATION SCHEDULE:

RESOLUTION No. 20-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REQUESTING THE UNITED STATES ARMY CORPS OF ENGINEERS MODIFY THE 2022 LAKE OKEECHOBEE REGULATION SCHEDULE IN A MANNER THAT IS CONGRUENT WITH ALL STAKEHOLDER INTERESTS, ELIMINATES THE NEED FOR DISCHARGES INTO THE SAINT LUCIE RIVER IN ORDER TO PROTECT THE ECOLOGY AND NATURAL RESOURCES OF THE ESTUARIAL SYSTEM, AND WHICH ACTIVELY MITIGATES ENVIRONMENTAL AND ECONOMIC IMPACTS TO AFFECTED COMMUNITIES LIKE STUART.

END OF CONSENT CALENDAR

Motion: Move approval of the Consent Calendar, minus #3, #6, and #7.

Motion by: Commissioner Glass Leighton

Seconded by: Vice Mayor Clarke

Motion passed unanimously.

3. APPROVAL OF 01/22/2019 SCM AND 01/28/2019 CCM MINUTES.

Commissioner Meier commented that a correction needs to be made in the 1/22/2019 Special Commission Meeting Minutes, under the Commissioner Goals, to change SERT to CERP and add "by supporting IRL South."

Clerk's note: Correction made to the Minutes as approved on 2/11/2019.

Motion: Move approval of Item #3 with correction.

Motion by: Commissioner Meier

Seconded by: Vice Mayor Clarke

Motion passed unanimously.

6. REJECT PETITION TO CREATE THE HARMONY RANCH COMMUNITY DEVELOPMENT DISTRICT:

RESOLUTION No. 19-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, MARTIN COUNTY, FLORIDA, URGING THE FLORIDA LAND AND WATER ADJUDICATORY COMMISSION TO REJECT THE PETITION OF HOBE SOUND RANCH LTD. TO ESTABLISH THE HARMONY RANCH COMMUNITY DEVELOPMENT DISTRICT; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Motion: Move approval of Item #6.

Motion by: Commissioner Glass Leighton

Seconded by: Commissioner Meier

Motion passed unanimously.

7. LAKE OKEECHOBEE REGULATION SCHEDULE:

RESOLUTION No. 20-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REQUESTING THE UNITED STATES ARMY CORPS OF ENGINEERS MODIFY THE 2022 LAKE OKEECHOBEE REGULATION SCHEDULE IN A MANNER THAT IS CONGRUENT WITH ALL STAKEHOLDER INTERESTS, ELIMINATES THE NEED FOR DISCHARGES INTO THE SAINT LUCIE RIVER IN ORDER TO PROTECT THE ECOLOGY AND NATURAL RESOURCES OF THE ESTUARIAL SYSTEM, AND WHICH ACTIVELY MITIGATES ENVIRONMENTAL AND ECONOMIC IMPACTS TO AFFECTED COMMUNITIES LIKE STUART.

Commissioner Meier announced that this Saturday at 10:00 a.m. located at City Hall, there will be public stakeholder meeting to identify topics to bring forward at the February 19th LOSOM meeting. Commissioner Matheson reviewed ideas on how to best address the public comments at the meeting on Feb. 19th.

Ben Hogarth, Community Affairs Liaison, came forward for the discussion.

Attorney Mortell commented that one letter from the Stuart Commission as a whole would be more effective.

Commissioner Maier recommends involving some of the other local municipalities such as Sewall's Point and the Town of Ocean Breeze to collaborate with the City.

Motion: Move approval.

Motion by: Commissioner Glass Leighton
Seconded by: Commissioner Meier
Motion passed unanimously

COMMISSION ACTION

ORDINANCE FIRST READING

ORDINANCE SECOND READING

8. AMENDMENT TO BAKER ROAD CPUD (QUASI-JUDICIAL):

ORDINANCE No. 2400-2019; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE BAKER ROAD COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) FOR A PARCEL OF LAND FRONTING N.W. FEDERAL HIGHWAY (U.S. HIGHWAY 1), CONSISTING OF 0.80 ACRES OWNED BY BAKER ROAD, LLC.; AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; ADOPTING A REVISED FINAL SITE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.



6:20 PM Motion: Move approval of the Agenda.

Motion by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

DISCUSSION AND DELIBERATION



6:21 PM ADJOURNMENT

Mary R. Kindel, City Clerk

Rebecca S. Bruner, Mayor

Minutes to be approved at the Regular Commission
Meeting this 25th day of February, 2019.

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/25/2019

Prepared by: David Dyess

Title of Item:

LEASE OF 171 SW FLAGLER AVE TO CONGRESSMAN MAST (RC):

RESOLUTION No. 21-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE EXECUTION OF LEASE AGREEMENT BETWEEN THE CITY OF STUART AND CONGRESSMAN BRIAN MAST FOR THE CRARY HOUSE LOCATED AT 171 SW FLAGLER AVENUE, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City has tentatively agreed to lease the space at 171 SW Flagler Avenue to Congressman Brian Mast under the same terms and conditions as the current lease with the congressman. The budget and terms of the lease are standard forms generated by the Federal Government and are attached hereto

Funding Source:

N/A

Recommended Action:

Motion to approve lease to be executed by the Mayor and City Clerk.

ATTACHMENTS:

Description	Upload Date	Type
□ R21-2019 Resolution	2/12/2019	Resolution add to Y drive
□ R21-2019 Lease	2/21/2019	Attachment



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 21-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE EXECUTION OF LEASE AGREEMENT BETWEEN THE CITY OF STUART AND CONGRESSMAN BRIAN MAST FOR THE CRARY HOUSE LOCATED AT 171 SW FLAGLER AVENUE, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City owns the building at 171 SW Flagler Avenue in the City of Stuart, more commonly known as the “Crary House;” it having been donated to the City by Donna Dorney, in loving memory of her parents, Mildred Marie Moore and Elmer E. Moore; and

WHEREAS, Congressman Brian Mast seeks to use the Crary House as his District Office, and to execute a lease agreement with the City of Stuart for the 1,400 square foot building during his term of office; and

WHEREAS, the City Commission finds that it is befitting to use the Crary House as an office for a sitting Member of Congress, since one of the former owners, Evans Crary, was a state legislator beginning in 1936.

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

SECTION 1: The Mayor and City Clerk are hereby authorized and directed to execute a lease agreement between the City of Stuart and Congressman Brian Mast from January 3, 2019 to January 2, 2021. Copies of the Leases are on file in the Office of the City Clerk.

SECTION 2: This resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption.

The motion was seconded by Commissioner _____ and upon being put to a roll

call vote, the vote was as follows:

REBECCA S. BRUNER, MAYOR
EULA R. CLARKE, VICE MAYOR
KELLI GLASS LEIGHTON, COMMISSIONER
MERRITT MATHESON, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 25th day of February, 2019.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

District Office Lease Amendment

(Page 1 of 2 – 116th Congress)

1. **Prior Lease Term.** The undersigned Landlord (“Lessor”) and Member of the U. S. House of Representatives (“Lessee”) agree that they previously entered into a District Office Lease (“Lease”) (along with the District Office Lease Attachment), which covered the period from January 3, 2017 to January 2, 2019 for the lease of office space located at 171 SW Flagler Ave. in the city, state and ZIP of Stuart Florida 34994.
2. **Extended Term.** If applicable, the above referenced Lease is extended through and including January 2, 2021. (This District Office Lease Amendment (“Amendment”) may not provide for an extension beyond January 2, 2021, which is the end of the constitutional term of the 116th Congress.)
3. **Rent and Any Other Changes.** The monthly rent for the extended term of the Lease shall now be \$1,000.00. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word “NONE” below].

None
4. **District Office Lease Attachment for 116th Congress.** This Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 116th Congress and the District Office Lease Attachment for the 116th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.
5. **Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
6. **Section Headings.** The section headings of this Amendment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[Signature page follows.]

U.S. House of Representatives
Washington, D.C. 20515
District Office Lease Amendment
(Page 2 of 2 – 116th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

Print Name of Lessor/Landlord/Company

Print Name of Lessee

By: _____

Lessor Signature

Name:

Title:

Lessee Signature

Date

Date

***This District Office Lease Amendment must be accompanied with an executed
District Office Lease Attachment.***

District Office Lease Attachment

(Page 1 of 5 – 116th Congress)

SECTION A (Lease Amenities)

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Member/Member-elect:

- ☒ The leased space will serve as my flagship (primary) District Office.
- ☐ The leased space will NOT serve as my flagship (primary) District Office.

To be completed by the Lessor:

- ☐ Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):
(Items marked with an asterisk and in bold are **required** for ALL district offices for the 116th Congress.)

- ☒ * **Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.).**
(Check broadband status by entering the leased space address at <https://broadbandmap.fcc.gov>.
The parties should also directly discuss broadband status.)

- ☒ * **Interior Wiring CAT 5e or Better within Leased Space.**

- ☒ Lockable Space for Networking Equipment.

- ☒ Telephone Service Available.

- ☒ Parking. ☒ 5 Assigned Parking Spaces
☐ Unassigned Parking Spaces
☒ General Off-Street Parking on an As-Available Basis

- ☒ Utilities. Includes: water and sewer

- ☐ Janitorial Services. Frequency: _____

- ☐ Trash Removal. Frequency: _____

- ☐ Carpet Cleaning. Frequency: _____

- ☐ Window Washing. ☐ Window Treatments.

- ☐ Tenant Alterations Included In Rental Rate.

- ☒ After Hours Building Access.

- ☐ Office Furnishings. Includes: _____

- ☒ Cable TV Accessible. If checked, Included in Rental Rate: ☐ Yes ☒ No

- ☐ Building Manager. ☒ Onsite ☐ On Call Contact Name: Holly Vath
Phone Number: (772) 288-5320 Email Address: _____

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

District Office Lease Attachment

(Page 2 of 5 – 116th Congress)

SECTION B **(Additional Terms and Conditions)**

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.*

District Office Lease Attachment

(Page 3 of 5 – 116th Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 116th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.*

District Office Lease Attachment

(Page 4 of 5 – 116th Congress)

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.

Copies may also be faxed to 202-225-6999.

District Office Lease Attachment

(Page 5 of 5 – 116th Congress)

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Print Name of Lessor/Landlord

Print Name of Lessee

By:

Lessor Signature

Lessee Signature

Name:

Title:

Date

Date

From the Member's Office, who is the point of contact for questions?

Name _____ Phone (____) _____ E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.*

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/25/2019 **Prepared by:** Tim Voelker, P.E. - Assistant Public Works Director/City Engineer

Title of Item:

PALM CITY ROAD IMPROVEMENTS (RC):

RESOLUTION No. 22-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING BUDGET AMENDMENT No. 4 AND CIP AMENDMENT No. 2 TO THE 2018-2019 GENERAL FUND AND CAPITAL IMPROVEMENT PLAN, APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PALM CITY ROAD RAISED CROSSWALKS PROJECT IN THE AMOUNT OF \$150,000.00, INCORPORATING PROJECT INTO THE CAPITAL IMPROVEMENT PLAN, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

At the January 14, 2019 Commission meeting, the Commission unanimously approved the City to move forward with the installation of four raised crosswalks along SW Palm City Road. In addition, the Commission requested staff to examine the possibility of making the existing pedestrian crosswalk traffic flashers pedestrian activated.

Staff presented a cost of \$95,000.00 to construct the raised crosswalks; however, the cost did not include converting the existing pedestrian crosswalk traffic flashers to pedestrian activated since this discussion took place after the presentation. During design, we'll look at two different options for pedestrian activated flashers. The first, and much cheaper option, would be to replace the existing solar assembly and signage with an assembly that is pedestrian activated and easily installs on the existing poles. If this option is not feasible, then the next, but more expensive option would be to remove the existing ten (10) poles and solar assemblies and replace them with ten (10) new poles and solar assemblies. This budget amendment includes the most expensive option in case the first option is not feasible; therefore, the total project cost is \$150,000.00.

Funding Source:

FROM:	Transportation Impact Fees	\$150,000.00
TO:	Transportation Maintenance, Capital Outlay	
	19018701 – Palm City Rd Crosswalk	\$150,000.00

Recommended Action:

Approve Resolution No. 22-2019; Budget Amendment No. 4; CIP Amendment No. 2

ATTACHMENTS:

Description	Upload Date	Type
▢ R22-2019	2/15/2019	Resolution add to Y drive



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

RESOLUTION NUMBER 22-2019

RESOLUTION No. 22-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING BUDGET AMENDMENT No. 4 AND CIP AMENDMENT No. 2 TO THE 2018-2019 GENERAL FUND AND CAPITAL IMPROVEMENT PLAN, APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PALM CITY ROAD RAISED CROSSWALKS PROJECT IN THE AMOUNT OF \$150,000.00, INCORPORATING PROJECT INTO THE CAPITAL IMPROVEMENT PLAN, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The 2018-2019 Year Budget of the General Fund and Capital Improvement Plan of the City of Stuart, Florida, being Resolution No. 95-2018 of the City Commission of the City of Stuart, Florida, as amended, hereinafter the "Budget" and "Plan" is hereby further amended, as follows:

FROM:	Transportation Impact Fees	\$150,000.00
TO:	Transportation Maintenance, Capital Outlay	
	19018701 – Palm City Rd Crosswalk	\$150,000.00

This is an authorization of the City Commission of the City of Stuart, Florida authorizing Budget Amendment No. 4 and CIP Amendment No. 2 to the FY 2018-2019 Annual Budget to appropriate and expend funds for the Palm City Road Raised Crosswalks project.

R22-2019, Budget Amendment No. 4 and CIP Amendment No. 2
Palm City Road Raised Crosswalks Project

SECTION 2: Except as amended hereby, the FY 2018-2019 Annual Budget shall remain in full force and effect.

SECTION 3: 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:

REBECCA S. BRUNER, MAYOR
EULA R. CLARKE, VICE MAYOR
KELLI GLASS LEIGHTON, COMMISSIONER
MERRITT MATHESON, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 25th day of February, 2019.

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
HELD January 14, 2019
AT 5:30 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Rebecca S. Bruner
Vice Mayor Eula R. Clarke
Commissioner Kelli Glass Leighton
Commissioner Merritt Matheson
Commissioner Mike Meier

ADMINISTRATIVE

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

ROLL CALL

 **5:30 PM Present: Mayor Bruner, Vice Mayor Clarke, Commissioner Glass Leighton, Commissioner Matheson, Commissioner Meier.**

PLEDGE OF ALLEGIANCE

1. Arts Moment - Song by Semere Lewis

Miss Semere Lewis, 13, sang "Colors of the Wind".

PROCLAMATIONS

2. Reverend Martin Luther King, Jr. Celebration - January 21, 2019

Thelma Washington accepted the Proclamation and announced information on the upcoming Martin Luther King Day celebration.

3. Arbor Day - January 18, 2019

Christi Li Roberts came forward with several members of the Garden Club of Stuart to accept the Proclamation and announced the various activities and achievements of the Garden Club.

PRESENTATIONS

4. 2018 Employee of the Year and Runner Up

Employee of the Year Runner Up – Chalimar Gregory

Employee of the Year – Milton Leggett, Deputy Public Works Director

5. US-1 at SW Joan Jefferson Way Planning Study presented by The Florida Department of Transportation.

Tim Voelker, City Engineer and Assistant Public Works Director introduced Mr. Ron Kareiva, P.E. and Alexander Estrada, P.E. of Florida Department of Transportation (FDOT) to present on the planning study.

Beth Beltran of Martin County MPO came forward to clarify the history of the roadway and stated that the MPO will address their upcoming priorities in June, and funding may come from state and federal funds through FDOT to this area. MPO will only approve after consensus on a local level.

There was a brief discussion among FDOT, MPO and the Commission.

6. Palm City Road Update

Tim Voelker, City Engineer and Assistant Public Works Director presented on Palm City Road.

Commissioner's addressed this issue and inquired how long it would take if on the MPO prioritized list. Beth Beltran of Martin County MPO came forward stating that such funding would take approximately 5 years. Attorney Mortell clarified that Palm City Road is a County Road and the City has an Interlocal Agreement that allows the City to regulate the road.

Public Comment:

- 1) Steve Cucci, Palm City Road. – Windjammer resident and President of the Board. Supports the pedestrian activated crosswalks.**
- 2) Sally Franklin, Manor Drive – Thanked the City for fixing the sidewalks and addressing this problem.**
- 3) Greg Fedele, North Carolina Drive – Supports the pedestrian activated crosswalks and inquired how the City can coordinate with the County to address the number of signs posted and beautification of the roadway.**
- 4) Amanda Dutton, N. Riverpoint – Suggests the upcoming changes address the traffic issue on Palm City Rd. rather than sidewalks/crosswalks.**

- 5) **Stephanie Loyd, South Carolina Drive – Supports the pedestrian activated crosswalks for safety, she personally suffered a loss of a loved one being hit by a car.**

 **6:44 PM Motion: For the City to move forward with the proposal [for four additional raised crosswalks] and also examine the possibility of making them pedestrian activated, and that the City find funding for that.**

Motion by: Commissioner Matheson

Seconded by: Commissioner Meier

Motion passed unanimously.

COMMENTS BY CITY COMMISSIONERS

Commissioner Glass Leighton

- **Hopeful that 2019 will bring progress for our river with the new Governor and what he has been working to put in place and that legislature will follow suit.**

Vice Mayor Clarke

- **Announced the upcoming MLK events coming up on Jan. 20th at 4 p.m. at St. Monica's Episcopal Church, and on Jan. 21, 2019, an event at Memorial Park.**
- **Commented that on tonight's agenda, she is relinquishing her position to Mayor Bruner on the Arts Council. Thanked the Council and in addition, hopes that all enjoy the Arts Moments that she brings to the Commission Meetings.**

Commissioner Meier

- **Feels that 2019 brings a growing sense of cooperation and collaboration between the City and County.**
- **Commented on the toxic algae issue and reminds all of the funding for environmental causes set up as a river defense fund. Met with Jim Sullivan, Director of Harbor Branch and provided each commissioner with a Harbor Branch Executive Summary, The Florida Center for Coastal and Human Health. Would like the Commission to consider signing a letter of support to help in their efforts, especially leading up to legislative session.**
- **Announced that he received a call from ORCA (Ocean Research Conservation Agency) about a potential grant from Impact 100. Interested in partnering with the City of Stuart to be a location for their living shoreline and buffer zone project. Meier is requesting a letter from the City stating our support and interest in the project.**

 **7:09 PM Motion: We direct staff to write that letter.**

Motion by: Commissioner Meier

Seconded by: Commissioner Glass Leighton

Motion passed unanimously.

Commissioner Matheson

- **Commented on Amendment 4 which restores the voting rights to non-violent felons and discovered that within 24 hours of that change, 23 new voter registrations came in to Martin County Supervisor of Elections.**

- Thanked Commissioner Glass Leighton for her leadership in initiating a letter that called for the resignations of members of the South Florida Water Management District.

 7:12 PM Motion: Motion that we write a letter thanking our new Governor as well as thanking our local congressman who had his ear during the transition and he chairs their environmental transition team, and I believe without Congressman Mast's support, Governor DeSantis may not have done this. And unfortunately, we may not have gotten the invite to their press release, so perhaps in the future our letter could say they might welcome us there, but I would make a motion that we thank both Congressman Mast and Governor DeSantis for their decisive action.

Motion by: Commissioner Matheson

Seconded by: Commissioner Glass Leighton

Motion passed unanimously.

Vice Mayor Clarke announced that she will not be present at the Legislative Session tomorrow.

Mayor Bruner

- Congratulated Governor DeSantis.

COMMENTS BY CITY MANAGER

 7:14 PM City Manager Dyess

- Commented on the change in the agenda format, stating that there is now a legible title for each item so items can be more easily identified at a glance. The Mayor will read the title and the City Attorney will read the legal language.
- Living Shoreline has been discussed by staff and the Commission will hear more about it on January 22nd at the Special Commission Meeting, is in support of finding a funding source for the project.
- Referred the next issue to Attorney Mortell.

Attorney Mortell reported that the City is being defended by Attorney Jeff Blake and has been presented a settlement proposal in which he would need to review with the Commissioners. He requested a Shade Meeting be scheduled for January 22, 2019 at 12:30 p.m. All agreed.

APPROVAL OF AGENDA

 7:17 PM Motion: Move approval of Agenda.

Motion by: Commissioner Glass Leighton

Seconded by: Vice Mayor Clarke

Motion passed unanimously.

COMMENTS FROM THE PUBLIC (5 min. max)

No Comments.

CONSENT CALENDAR

7. Approval of 11/26/2018 CCM and 12/10/2018 CCM Minutes.

8. APPOINTMENT OF CITY OF STUART MAGISTRATES:
RESOLUTION No. 01-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPOINTING PAUL J. NICOLETTI AS A MAGISTRATE FOR THE CITY AND THOMAS J. BAIRD AS CODE ENFORCEMENT MAGISTRATE ALTERNATE; AND PROVIDING FOR AN EFFECTIVE DATE.

9. SELECTION OF NEW EMPLOYEE HEALTH CENTER:
RESOLUTION No. 02-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE A MEDICAL SERVICE AGREEMENT WITH EMPLOYEE WELLNESS OF STUART, FLORIDA, BASED ON THEIR SUBMITTAL RESPONSE TO AN RFP; MEDICAL SERVICE AGREEMENT WILL ALLOW CITY EMPLOYEES AND THEIR DEPENDENTS AND ELIGIBLE RETIREES TO PARTICIPATE IN EMPLOYEE HEALTH CENTER SERVICES, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

10. ROCK'N RIVERWALK AGREEMENT:
RESOLUTION No. 04-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDED AGREEMENT BETWEEN THE CITY OF STUART AND STUART MAIN STREET ASSOCIATION, INC. AND DOWNTOWN BUSINESS ASSOCIATION OF STUART, INC.; GRANTING A NON-EXCLUSIVE LICENSE TO OPERATE A WEEKLY OUTDOOR CONCERT SERIES ON THE RIVERWALK STAGE AND ADJACENT PARK AREA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

11. FACSIMILE SIGNATURE BANK:
RESOLUTION No. 05-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE USE OF FACSIMILE SIGNATURES ON CHECKS ISSUED BY THE CITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

12. AUTHORIZE LOAN AGREEMENT FOR PFC WATER TREATMENT:
RESOLUTION No. 06-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RELATED TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE MAYOR TO EXECUTE THE DRINKING WATER FACILITIES STATE REVOLVING FUND LOAN AGREEMENT FOR THE CONSTRUCTION OF THE PER-FLUORINATED CHEMICAL TREATMENT SYSTEM PROJECT; DESIGNATING AUTHORIZED REPRESENTATIVES; ESTABLISHING PLEDGED REVENUES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; SEVERABILITY; AND EFFECTIVE DATE.

13. AWARD GRINDER PUMP BID:

RESOLUTION No. 07-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF ITB #2019-101, GRINDER PUMP SYSTEM TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER AT THE UNIT PRICE TOTAL OF \$280,975.00 TO PSI TECHNOLOGIES, INC. OF RIVIERA BEACH, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

14. AWARD RFQL 2019-301, ENGINEERING SERVICES:

RESOLUTION No. 08-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AWARD RFQL #2019-301, PROFESSIONAL ENGINEERING SERVICES FOR 1.0 MGD REVERSE OSMOSIS WATER TREATMENT PLANT TO THE TOP RANKED FIRM, KIMLEY-HORN OF WEST PALM BEACH, FLORIDA, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

15. TERMINATION OF INTERLOCAL AGREEMENT:

RESOLUTION No. 09-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO TERMINATE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART AND MARTIN COUNTY REGARDING CONVEYANCE OF RIGHT OF WAY, AND FOR CONSTRUCTION OF WILLOUGHBY BOULEVARD EXTENSION; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR



7:18 PM Motion: Move approval of Consent

Motion by: Commissioner Glass Leighton

Seconded by: Commissioner Meier

Motion passed unanimously.

COMMISSION ACTION

16. ARTS COUNCIL APPOINTMENT:

APPOINT MAYOR BRUNER TO THE ARTS COUNCIL IN PLACE OF PREVIOUS VOTE OF VICE MAYOR CLARKE.



7:19 PM Motion: Motion that we approve Item #16.

Motion by: Vice Mayor Clarke

Seconded by: Commissioner Glass Leighton

Motion passed unanimously.

17. RFP #2018-204 CONE OF SILENCE:

REMOVAL OF THE CONE OF SILENCE COVERING RFP #2018-204, THE SALE AND DEVELOPMENT OF TWO CITY-OWNED PARCELS KNOWN AS THE 7.27-ACRE SAILFISH BALLFIELD AND ADJOINING 3.48-ACRE CITY GARAGE PROPERTIES.

Attorney Mortell reported on the purpose of the “cone of silence” and why it is being requested to be removed.

 **7:21 PM Motion: I'll move that we adopt the recommended action and move to end the cone of silence from RFP#2018-204.**

Motion by: Commissioner Glass Leighton

Seconded by: Commissioner Matheson

Motion passed unanimously.

18. NEGOTIATE SALE OF STUART TRAILER TOWN:

RESOLUTION No. 10-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE A REAL ESTATE SALE AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Attorney Mortell reviewed Resolution No. 10-2019.

 **7:26 PM Motion: Move approval of Resolution No. 10-2019.**

Motion by: Commissioner Glass Leighton

Seconded by: Commissioner Matheson

Abstain: Commissioner Meier

Motion passed.

ORDINANCE FIRST READING

ORDINANCE SECOND READING

19. SECOND READING OF WATERMARK RPUD (QUASI-JUDICIAL):

ORDINANCE No. 2387-2019; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN THEREBY CHANGING THE FUTURE LAND USE DESIGNATION FROM "NEIGHBORHOOD SPECIAL DISTRICT" TO "MULTI-FAMILY DENSITY RESIDENTIAL" FOR A 11.34 ACRE PARCEL ANNEXED AND FORMERLY REFERED TO AS PHASE VIII MULTI-FAMILY ON THE PINEAPPLE PLANTATION MASTER PLAN AND LOCATED ON THE EAST SIDE OF US HIGHWAY ONE, WEST OF THE WINDEMERE RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD), AND SOUTH OF THE PINEAPPLE COMMONS COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD), SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY ESTABLISH THE WATERMARK RESIDENTIAL RPUD CONSISTING OF TWO HUNDRED EIGHTY FOUR (284) MULTI-FAMILY UNITS WITHIN TWO FOUR-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT.

Quasi-Judicial

Sworn – 6 people; Kevin Freeman and Stephen Mayer of the City of Stuart, Steve Garrett of Lucido and Associates, Jesse Houghtalen of Watermark LLC, Chris Sopotnick of Ecological Consultants of Florida, and Howard Ehram of Bowman Consulting.

Stephen Mayer presented on the changes made to the Watermark Residential RPUD.



7:38 PM Motion: Move that Ordinance No. 2387-2019 be approved as recommended by staff.

Motion by: Vice Mayor Clarke

Seconded by: Commissioner Glass Leighton

Motion passed 4/1.

Bruner	YES
Clarke	YES
Glass Leighton	YES
Matheson	NO
Meier	YES

20. SECOND READING OF FRAZIER CREEK TOWNHOMES RPUD (QUASI-JUDICIAL): ORDINANCE No. 2395-2019; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP, THEREBY APPLYING A LAND DEVELOPMENT ZONING DESIGNATION OF RPUD "RESIDENTIAL PLANNED UNIT DEVELOPMENT" TO THREE PARCELS OF LAND TOTALING 0.565 ACRES, OWNED BY FRAZIER CREEK LLC, FRAZIER CREEK TWO LLC, GARY L. HUFNAGEL AND KAROL HUFNAGEL, LOCATED AT 513, 517, AND 521 S.W. OCEAN BLVD., BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE "TOWNHOMES AT FRAZIER CREEK" RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) CONSISTING OF TWO MULTI-FAMILY BUILDINGS WITH FOUR UNITS EACH IN THE URBAN WATERFRONT ZONING DISTRICT; ALLOWING BOTH BUILDINGS TO BE CONSTRUCTED WITH LESS THAN THE REQUIRED 10 FOOT SIDE SETBACK; PROVIDING FOR APPROVAL OF A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS INCLUDING A TIMETABLE OF DEVELOPMENT, DECLARING THE PROJECT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, PROVIDING FOR ACCEPTANCE BY THE APPLICANT AND FOR OTHER PURPOSES.



7:43 PM Motion: Move that at Second Reading, approval of Ordinance No. 2395-2019.

Motion by: Vice Mayor Clarke

Seconded by: Commissioner Meier

Motion passed unanimously.

Vice Mayor Clarke commented on what a nice job all did at the Police Chief Ceremony.

DISCUSSION AND DELIBERATION

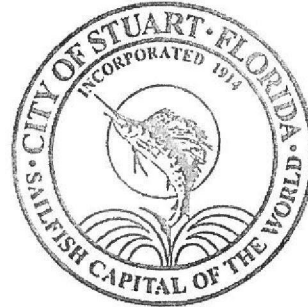


7:45 PM ADJOURNMENT


Mary R. Kindel, City Clerk


Rebecca S. Bruner, Mayor

Minutes to be approved at the Regular Commission
Meeting this 28th day of January, 2019.



CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/25/2019 **Prepared by:** Tim Voelker, P.E. - Assistant Public Works Director/City Engineer

Title of Item:

SHEPARD PARK BOAT TRAILER PARKING (RC):

RESOLUTION No. 23-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO APPLY FOR AND, IF SUCCESSFUL DESIGNATE THE PUBLIC WORKS DIRECTOR AS THE AUTHORIZED REPRESENTATIVE TO EXECUTE THE GRANT, AND SUBSEQUENTLY APPROVE THE EXPENDITURE OF THE GRANT FUNDS FROM THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM, TO FUND THE BOAT TRAILER PARKING IMPROVEMENTS ASSOCIATED WITH SHEPARD PARK; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Resolution No. 32-2016 was adopted by the City Commission on March 14, 2016 and authorized the City Manager to apply for grant funds from the Florida Inland Navigation District (FIND) Waterways Assistance Program for several improvements at Shepard Park, including additional boat trailer parking. The design for the additional boat trailer parking has been completed; however, the total construction cost of the project has increased due to additional improvements being incorporated into the project. City staff would like to apply for \$250,000.00 in additional funding through FIND to help offset the additional construction cost. During the design, the following additional improvements were incorporated into the project:

1. The existing boat trailer parking spaces were reconfigured to help boaters better maneuver around the parking lot, as well as, allow for better staging of boats and trailers without blocking the boat ramp.
2. The existing parking lot pavement was constructed without a base and subgrade material; therefore, it has significant cracking and needs to be reconstructed. The existing parking lot will be reconstructed using pervious concrete and turf block in lieu of conventional asphalt in order to reduce runoff into the adjacent waterway.
3. Milling and resurfacing of SW Ocean Blvd was included due to the poor condition of the existing asphalt pavement.
4. Pervious concrete travel lanes, turf block parking spaces, and two rain gardens have been incorporated into the project to help promote infiltration into the ground and treatment of stormwater, thus reducing stormwater runoff into the adjacent waterway.

Although the above items have increased the overall construction cost of the additional boat trailer parking, City staff strongly believes these improvements have ultimately made a better quality project for the local boater and St. Lucie River.

Funding Source:

FIND Matching Funds (50%):	\$250,000.00
City of Stuart Matching Funds (50%):	\$250,000.00

City of Stuart matching funds to come from transportation impact fees, the City's tree fund, infrastructure sales tax, and the CRA.

Recommended Action:

Approve Resolution No. 23-2019.

ATTACHMENTS:

	Description	Upload Date	Type
▣	R23-2019 Shepard Park Boat Trailer Parking FIND Grant Application Authorization	2/14/2019	Resolution add to Y drive
▣	Shepard Park Boat Trailer Parking Landscape Plan	2/14/2019	Backup Material
▣	Resolution 32-2016	2/14/2019	Backup Material



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

RESOLUTION NUMBER 23-2019

RESOLUTION NO. 23-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO APPLY FOR AND, IF SUCCESSFUL DESIGNATE THE PUBLIC WORKS DIRECTOR AS THE AUTHORIZED REPRESENTATIVE TO EXECUTE THE GRANT, AND SUBSEQUENTLY APPROVE THE EXPENDITURE OF THE GRANT FUNDS FROM THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM, TO FUND THE BOAT TRAILER PARKING IMPROVEMENTS ASSOCIATED WITH SHEPARD PARK; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart, Florida is interested in carrying out the following described project for the enjoyment of the citizenry of the City of Stuart and the State of Florida:

Project Title: Shepard Park Improvements Part 4

Total Estimated Cost: \$500,000.00

Project Description: The project will reconfigure the existing boat trailer parking spaces to improve maneuverability and construct additional boat trailer parking spaces to Shepard Park. The project will utilize pervious concrete for the travel lanes and turf block parking spaces, as well as, construct two rain gardens to help reduce stormwater runoff into the St. Lucie River.

WHEREAS, the Florida Inland Navigation District (FIND) financial assistance is required for the program mentioned above,

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

SECTION 1: The project described above is hereby authorized.

SECTION 2: The City of Stuart shall make application to FIND in the amount of 50% of the actual cost of the project on behalf of said City of Stuart.

SECTION 3: The City of Stuart certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.
3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of Stuart for public use.
4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352(1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.
5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.
6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

SECTION 4: This resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption.

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

REBECCA S. BRUNER, MAYOR
EULA R. CLARKE, VICE MAYOR
KELLI GLASS LEIGHTON, COMMISSIONER
MERRITT MATHESON, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT

ADOPTED this 25th day of February, 2019.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

[illegible]



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

RESOLUTION NUMBER 32-2016

RESOLUTION NO. 32-2016; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY FOR AND, IF SUCCESSFUL DESIGNATE THE PUBLIC WORKS DIRECTOR AS THE AUTHORIZED REPRESENTATIVE TO EXECUTE THE GRANT, AND SUBSEQUENTLY APPROVE THE EXPENDITURE OF THE GRANT FUNDS FROM THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM, TO FUND THE IMPROVEMENTS ASSOCIATED WITH SHEPARD PARK; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart, Florida is interested in carrying out the following described project for the enjoyment of the citizenry of the City of Stuart and the State of Florida:

Project Title: Shepard Park Improvements

Total Estimated Cost: \$385,500.00

Project Description: The project consists of the following five components:

1. ADA Compliant Floating Dock
2. ADA Compliant Restroom Facility
3. Additional Pervious Boat Trailer Parking
4. Two Environmental Education Classrooms/Pavilions

WHEREAS, the Florida Inland Navigation District (FIND) financial assistance is required for the program mentioned above,

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

SECTION 1: The project described above is hereby authorized.

SECTION 2: The City of Stuart shall make application to FIND in the amount of 50% of the actual cost of the project on behalf of said City of Stuart.

SECTION 3: The City of Stuart certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.
3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of Stuart for public use.
4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352(1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.
5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.
6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

SECTION 4: This resolution shall take effect upon adoption.

R32-2016
Shepard Park FIND Grant Application Authorization

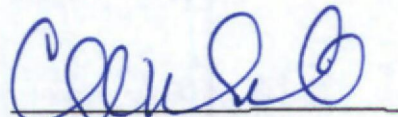
Commissioner CLARKE offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner MCDONALD and upon being put to a roll call vote, the vote was as follows:

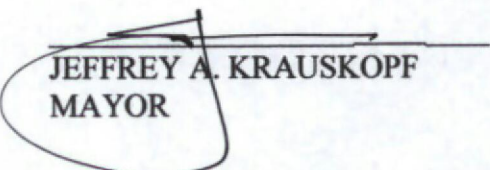
JEFFREY A. KRAUSKOPF, MAYOR
EULA R. CLARKE, VICE MAYOR
KELLI GLASS LEIGHTON, COMMISSIONER
TOM CAMPENNI, COMMISSIONER
TROY A. MCDONALD, COMMISSIONER

YES	NO	ABSENT
X		
X		
		X
X		
X		

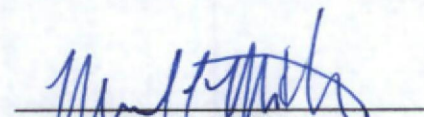
ADOPTED this 14th day of March, 2016.

ATTEST:


CHERYL WHITE
CITY CLERK


JEFFREY A. KRAUSKOPF
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL MORTELL
CITY ATTORNEY



CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/25/2019

Prepared by: Michael Mortell

Title of Item:

PURCHASE AGREEMENT FOR PUBLIC WORKS PROPERTY (RC):

RESOLUTION No. 25-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER OR CITY ATTORNEY TO EXECUTE A REAL ESTATE PURCHASE AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Public Works Department has been diligently identifying property that would be suitable for the expansion and relocation of the current Public Works facility. A parcel adjacent to the Water Treatment Facility has been identified that is suitable for the expansion of the facility as well as storage of Stuart vehicles and property. This property benefits the City because it is adjacent to the Water Treatment facility and provides opportunity for expansion while maintaining the current location.

Funding Source:

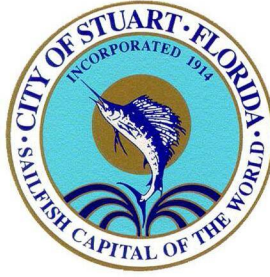
Public Works has dedicated funds for the relocation of the current facility as well as acquisition of property.

Recommended Action:

Move approval of Resolution 25-2019 authorizing the execution of a contract for the purchase of 1.24 acres adjacent to the current water treatment facility.

ATTACHMENTS:

Description	Upload Date	Type
□ Res 25-2019 Purchase Agreement	2/18/2019	Resolution add to Y drive



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

RESOLUTION NUMBER 25-2019

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA AUTHORIZING
THE CITY MANAGER OR CITY ATTORNEY TO
EXECUTE A REAL ESTATE PURCHASE
AGREEMENT; PROVIDING AN EFFECTIVE DATE;
AND FOR OTHER PURPOSES.**

* * * *

WHEREAS, the City Commission authorized the Public Works Department to designate funds for the future relocation of the Public Works facility; and

WHEREAS, a study was performed to consider relocating the facility to the Old Land Fill property as well as researching other sites; and

WHEREAS, the Public Works Department has identified a property that would be suitable for future use by the Utilities Department; and

WHEREAS, the City has an opportunity to acquire the property through the assignment of an executed Real Estate Contract for said property more specifically described as Eldorado Heights Amended Lots 1,2,3,4 (less W 7.5' of Lot 4) Blk 1 & Lots 1 to 4 inc & Lots 15 & 16 Blk 8 & all Clsd St Btwn. Parcel ID. 09384100300100010800.

NOW, THEREFORE, the City Commission of the City of Stuart hereby resolves as follows:

SECTION 1: The City Commission hereby authorizes the City Manager and/or the City Attorney to execute the assignment of the Real Estate Purchase Agreement for acquisition of said property which is adjacent to the Water Treatment Facility.

SECTION 2: 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:

REBECCA S. BRUNER, MAYOR
EULA R. CLARKE, VICE MAYOR
KELLI GLASS LEIGHTON, COMMISSIONER
MERRITT MATHESON, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of February, 2019.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/25/2019

Prepared by: Stephen Mayer

Title of Item:

NORTHPOINT MAJOR URBAN CONDITIONAL USE - NORTH STUART ACQUISITION AND DEVELOPMENT (RC):

RESOLUTION No. 16-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, GRANTING A CONDITIONAL USE APPROVAL TO NORTH STUART ACQUISITION AND DEVELOPMENT, LLC, OWNER OF PROPERTY LOCATED BETWEEN OLD DIXIE HIGHWAY AND THE FEC RAILROAD, NORTH OF THE ST. LUCIE RIVER, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTION; GRANTING APPROVAL FOR MIXED USE DEVELOPMENT OF A 27,000 SQUARE FOOT OFFICE BUILDING WITH 2,000 SQUARE FEET OF RETAIL SPACE, A 200 SEAT RESTAURANT AND A 27-SPACE PARKING GARAGE ON A 2.73-ACRE SITE; TO ALLOW FOR PARKING WITHIN THE BUILDING ENVELOPE, FOR A CONTINUOUS BUILDING FAÇADE OF MORE THAN 100 FEET IN WIDTH WITHOUT PROVIDING AN ADDITIONAL VISTA, FOR REDUCTION IN LANDSCAPE BUFFERS AND A REDUCTION OF SETBACKS; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The applicant, North Stuart Acquisition and Development, LLC, is requesting a major urban code conditional use approval as per Section 3.01.06 of the City of Stuart Land Development Code. The applicant has recently purchased the property, and if granted, the conditional use would allow for the development of a commercial project consisting of a 27,000 square foot office building with 2,000 square feet of retail space, a 200 seat restaurant and a 27-space parking garage in the City's urban waterfront zoning district.

The applicant is required to request a Major Urban Code Conditional use due to requesting eight (8) variances to the urban code: 1) a relief from a prohibition to parking within the building envelope, 2) an increase in the maximum height from 3 stories and 35 feet to 4 stories and 45 feet, 3) allowing a vista designated along the sides of the property, 4) allowing for a continuous building façade of more than 100 feet in width without providing an additional vista to the river, 5) a reduction of the 10' landscape buffer along the right of way, along the FEC railroad, and the 6' landscape area between parking rows, 6) balconies and balcony rails on the waterside elevation are not at least 50% of the fenestration, 7) reduction of the side setback to 5 feet instead of 10 feet along the FEC railroad side and 8) sidewalks are 6 feet rather than 8 feet in width.

In lieu of not providing an additional vista, the developer has provided for a central vista that is more visible to the right of way due to the shape of the property and the visibility constraints on either side, thus increasing the actual view of the river from the street, and the impact of the structure on the views of adjoining property owners is negligible due to the nature of the adjoining properties, that being the FEC railroad and the old Roosevelt (Dixie) bridge.

The acceptance of parking under the building footprint is due to the street level providing the unique opportunity

to have sufficient parking, without the parking being visible from the street. The unusual contour of the property dipping sharply to the water allows the parking to be hidden under the buildings. Also, the developer is providing 54 public parking spaces that will benefit the City.

The applicant is permitted to construct property at a maximum height of three stories or 35 feet in height. If 50% or more of the building is residential or hotel, a fourth story is permitted, however, the applicant is not proposing such uses. The proposed building height of a four story building and 45 feet would require a waiver of the urban code. The proposal includes 4 a story building over a level of parking and an observation deck for a total height of 45 feet from the finished floor to eave of the of the fourth floor roof. The total height of the office building including roof access shall be capped at 60 feet.

The reductions of setbacks and landscape buffer requirements along Old Dixie and the FEC railroad is justified by the unique shape of the property and the provision of 54 public parking spaces that will benefit the City.

Funding Source:

N/A

Recommended Action:

Motion to recommend approval of R16-2019.

ATTACHMENTS:

Description	Upload Date	Type
▢ Staff Report	2/18/2019	Staff Report
▢ R16-2019	2/18/2019	Resolution add to Y drive
▢ Site Plan	1/30/2019	Exhibit
▢ Landscape Plan	1/30/2019	Exhibit
▢ Architectural Elevations and footprints	1/30/2019	Exhibit
▢ Survey	1/30/2019	Exhibit
▢ Traffic Statement	1/30/2019	Attachment
▢ Drainage Statement	1/30/2019	Attachment
▢ Paving and Drainage Plan	1/30/2019	Attachment
▢ Utilities Plan	1/30/2019	Attachment
▢ Application	1/30/2019	Attachment

CITY OF STUART, FLORIDA
CITY COMMISSION
STAFF REPORT

MEETING DATE: February 25, 2019

PREPARED BY: Stephen Mayer
Senior Planner

PROJECT NAME: Northpoint – North Stuart Acquisition and Development, LLC

TITLE OF ITEM: Request to consider a Major Urban Code Conditional Use approval to allow the development of a 27,000 square foot office building with 2,000 square feet of retail space, a 200 seat restaurant and a 27-space parking garage on 2.73 acres of land. The Applicant has requested for parking within the building envelope, a continuous building façade of more than 100 feet in width without providing an additional vista, a reduction of the buffer requirements and setbacks within the City of Stuart Community Redevelopment Area.



I. APPLICATION SUMMARY

The applicant, **North Stuart Acquisition and Development, LLC**, is requesting a major urban code conditional use approval as per Section 3.01.06 of the City of Stuart Land Development Code. The applicant has recently under contract to purchase the property, and if granted, the conditional use would allow for the development of a commercial project consisting of a 27,000 square foot office building with 2,000 square feet of retail space, a 200 seat restaurant and a 27-space parking garage in the City's urban waterfront zoning district.

The applicant is required to request a Major Urban Code Conditional use due to requesting eight (8) variances to the urban code: 1) a relief from a prohibition to parking within the building envelope, 2) an increase in the maximum height from 3 stories and 35 feet to 4 stories and 45 feet, 3) allowing a vista designated along the sides of the property, 4) allowing for a continuous building façade of more than 100 feet in width without providing an additional vista to the river, 5) a reduction of the 10' landscape buffer along the right of way, along the FEC railroad, and the 6' landscape area between parking rows, 6) balconies and balcony rails on the waterside elevation are not at least 50% of the fenestration, 7) reduction of the side setback to 5 feet instead of 10 feet along the FEC railroad side and 8) sidewalks are 6 feet rather than 8 feet in width.

In lieu of not providing an additional vista, the developer has provided for a central vista that is more visible to the right of way due to the shape of the property and the visibility constraints on either side, thus increasing the actual view of the river from the street, and the impact of the structure on the views of adjoining property owners is negligible due to the nature of the adjoining properties, that being the FEC railroad and the old Roosevelt (Dixie) bridge.

The acceptance of parking under the building footprint is due to the street level providing the unique opportunity to have sufficient parking, without the parking being visible from the street. The unusual contour of the property dipping sharply to the water allows the parking to be hidden under the buildings. Also, the developer is providing 54 public parking spaces that will benefit the City.

The applicant is permitted to construct property at a maximum height of three stories or 35 feet in height. If 50% or more of the building is residential or hotel, a fourth story is permitted, however, the applicant is not proposing such uses. The proposed building height of a four story building and 45 feet would require a waiver of the urban code. The proposal includes a 4 story building over a level of parking and an observation deck for a total height of 45 feet from the finished floor to eave of the of the fourth floor roof. The total height of the office building including roof access shall be capped at 60 feet.

The reductions of setbacks and landscape buffer requirements along Old Dixie and the FEC railroad is justified by the unique shape of the property and the provision of 54 public parking spaces that will benefit the City.

The provisions of Sec 6.01.04 of the Land Development Code promotes the installation of 8' sidewalks where practicable. However, in this instance the constraints to the site both externally and internally determined by the physical characteristics of the site, type of project, and adjacent land uses may warrant the reduction of sidewalk widths internal

and external to the site.

II. HISTORY

The property is currently undeveloped, cleared and vacant.

III. ZONING AND LAND USE

Site Location	Property between Old Dixie Highway and the FEC Railroad tracks, north of the St. Lucie River,	
Parcel Size (area)	2.73 Acres	
Subject Property Land Use	Downtown Redevelopment	
Adjacent FLU (Future Land Use)	<i>North</i>	Downtown Redevelopment
	<i>South</i>	Downtown Redevelopment
	<i>East</i>	Downtown Redevelopment
	<i>West</i>	Downtown Redevelopment
Subject Property Overlay Zoning	Urban Waterfront	
	<i>North</i>	Urban Waterfront
	<i>South</i>	St. Lucie River
	<i>East</i>	FEC Railroad
	<i>West</i>	Urban Waterfront
Proposed Use	2 commercial buildings (one office building with retail component and one restaurant)	
Present Use	Undeveloped	
Land Use Plan	Downtown Redevelopment	
ROADWAY AND UTILITIES		
Street Functional Classifications	Old Dixie Highway is an arterial under the maintenance of the FDOT.	
Utilities	Sewer and Water are provided by the City of Stuart.	

IV. CITY DEPARTMENTAL REVIEWS

<i>Public Works</i>	Approved subject to revision to the sites dumpster size and location.
<i>Fire/Building</i>	Approved subject to more detailed review at the Building and Site Permit stage
<i>Police</i>	Approved subject to more detailed review at the Building and Site Permit stage
<i>Kimley-Horn Engineering</i>	See attached comments.

V. EXISTING CONDITIONS:



The property is undeveloped and is currently owned by the City of Stuart.

VI. PUBLIC NOTIFICATION:

The legal notification requirements have been met for this request of a **Major Urban Code Conditional Use** approval. In accordance with the requirements set forth in Section 11 of the City of Stuart's Land Development Code. Documentation of the public notice is part of the record as well as on file within the City Development Department.

VII. STANDARDS FOR URBAN CODE CONDITIONAL USE REVIEW: LAND DEVELOPMENT CODE – SECTION 3.01.06

1. The proposed use is not contrary to the established land uses in the immediate area.

The Future Land Use of all of the properties within proximity to the site is Downtown and the property is situated within the City of Stuart Community Redevelopment Area (CRA). The list of permitted uses included in the Urban Code are applicable to all property situated within the CRA, and include commercial and residential uses. The proposed commercial use of retail, office and restaurant will comply with the list of uses list in the Urban Code and is therefore consistent with the established land uses.

- 2. The proposed use would not significantly depart from the densities or intensities of use in the surrounding area and thereby increase or overtax the load on public facilities such as schools, utilities, and streets and other public infrastructure.**

Approval of the urban code conditional does not consider a residential use component.

- 3. The proposed use will not be contrary to the proposed land use plan and will not have an adverse effect on the goals, policies and objectives of the comprehensive plan.**

Approval of the urban code conditional use would not be contrary to the adopted land use plan or other relevant goals, objectives, and policies concerning retail use. The Downtown Future Land Use references individual projects and sites consisting of single uses. A commercial building is consistent with this language and would not detract from the mixture of commercial uses that exist downtown, and would increase the commercial opportunities for such uses.

- 4. The existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.**

There are no proposed changes to the existing district boundary.

- 5. The proposed use will not create or excessively increase traffic congestion or otherwise affect public safety.**

The proposed mixed use development will rely on on existing infrastructure to accommodate the vehicular traffic flow utilizing the site..

- 6. The proposed use will not create drainage or a storm water quality problem.**

The development of the entire site will be performed in accordance with approved building permits, which will ensure that the required drainage and stormwater quality is obtained.

- 7. The proposed use will not significantly reduce light or air to adjacent areas.**

The proposed 4 story office building over a level of parking will not reduce light of

air to adjacent areas because of the adjacent uses are transportation related and will not be built upon.

- 8. The proposed use is less burdensome on neighboring properties and on public infrastructure than uses permitted by right in the district.**

The uses are permitted throughout the CRA district.

- 9. The proposed use is not out of scale with the uses permitted by right in the district and with the existing uses in the neighborhood.**

The proposed commercial use buildings are in scale with the uses permitted by right in the Community Redevelopment Area district. The proposal is a development project to vacant site and its appearance, as demonstrated by the illustrative elevations, are consistent with the intent and quality of construction the City desires of the Community Redevelopment Area.

- 10. There are no other adequate sites for the proposed use in districts in which the proposed use is permitted by right within the city.**

A major urban code conditional use would be required for the proposed uses in all of the Community Redevelopment Area and is a permitted use within Section 3 of the Urban Code.

IX. CONDITIONAL USE REVIEW FACTORS TO BE CONSIDERED BY THE DECISION MAKER: SEC. 11.01.10(G)(6)

In applying the above standards, the decision-maker will consider each of the following factors:

- 1. Ingress and egress to the property and the proposed structures to be located thereon, if any, including considerations of automotive and pedestrian safety and convenience, of traffic flow and control, and of access in case of fire or catastrophe.**

The proposal has been reviewed by the Fire and Public Works Departments who have no objections to the proposed use.

- 2. Off-street parking and loading areas including consideration of the economic impact thereof on adjacent properties and of any noise and glare created by the location of offstreet parking and loading areas on adjacent and nearby properties.**

The proposal does not have off-street parking. The parking is on site.

- 3. Refuse and service areas including consideration of the economic impact thereof on adjacent properties and of any noise and odor created by the location of refuse and service areas on adjacent and nearby properties.**

The applicant will use the refuse and service areas associated with the proposed

site plan and acceptable to the City's Public Works Department.

4. **Utilites including condideration of hook-up locations and availability and compatability of utilites for the proposed uses.**

Public Works has reviewed the proposal and have no objections in regard proposed connections to utilities.

5. **Screening and buffering including consideration of the type, dimensions, and character thereof to preserve and improve compatibility and harmony among the proposed uses and structures specially permitted and the uses and structures of adjacent and nearby properties.**

The applicant proposes adequate landscaping within the site as per the lanscaping shown on the site plan. The applicant will maintain an unobstructed view from public right-of-way to the St. Lucie River on both ends of the site and between the office and restuarant.

6. **Signage and exterior lighting including consideration of glare, traffic safety, and economic effects thereof on adjacent and nearby properties.**

All signage shall be in accordance with the City's Land Development Regulations with regards to size, dimensions, color, etc. The exterior lighting will not have a negative effects on adjacent and nearby properties.

7. **Required yards and open spaces.**

The proposal includes wider than required corridors (vistas) and common deck space at the rear of the site.

8. **Height of proposed structures including consideration of the effects thereof on adjacent and nearby properties.**

The applicant is permitted to construct property at a maximum height of three stories or 35 feet in height. The proposed building height of a four story building is 45 feet requires a waiver to the code, since there is no residential or hotel components of the building. The proposal includes a 4 story building over a level of parking for a total height of 45 feet from the finished floor to eave of the of the fourth floor roof (observation deck). The total height of the office building including shall not exceed 60 feet.

VIII. STAFF RECOMMENDATION

Based upon compliance with the City of Stuart's Comprehensive Plan and the pertinent standards found within Section 3.01.06 of the City of Stuart's Urban Code, staff recommends **APPROVAL** of the applicant's request to consider a **MAJOR URBAN CODE CONDITIONAL USE** to allow the development in accordance with the conditions attached the draft Resolution 16-2019.

On February 5, 2019, the Community Redevelopment Board considered the merits of the proposal and recommended the application be forwarded to the City Commission for final action of approval.



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

RESOLUTION NUMBER 16- 2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, GRANTING A CONDITIONAL USE APPROVAL TO NORTH STUART ACQUISITION AND DEVELOPMENT, LLC, OWNER OF PROPERTY LOCATED BETWEEN OLD DIXIE HIGHWAY AND THE FEC RAILROAD, NORTH OF THE ST. LUCIE RIVER, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTION; GRANTING APPROVAL FOR MIXED USE DEVELOPMENT OF A 27,000 SQUARE FOOT OFFICE BUILDING WITH 2,000 SQUARE FEET OF RETAIL SPACE, A 200 SEAT RESTAURANT AND A 27-SPACE PARKING GARAGE ON A 2.73-ACRE SITE; TO ALLOW FOR PARKING WITHIN THE BUILDING ENVELOPE, FOR A CONTINUOUS BUILDING FAÇADE OF MORE THAN 100 FEET IN WIDTH WITHOUT PROVIDING AN ADDITIONAL VISTA, FOR REDUCTION IN WIDTH OF THE SIDE VISTAS, FOR AN INCREASE IN ALLOWABLE BUILDING HEIGHT, FOR A REDUCTION IN THE MINIMUM PERCENTAGE OF BALCONIES ALONG THE WATERSIDE ELEVATION, FOR REDUCTION IN LANDSCAPE BUFFERS AND A REDUCTION OF SETBACKS; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City Commission of Stuart, Florida, has adopted and administers Section 3.01.06 of the Land Development Code; and

WHEREAS, the Applicant, North Stuart Acquisitions and Development, LLC, is requesting a Major Urban Code Conditional Use approval to allow for development of a 27,000 square foot office building with 2,000 square feet of retail space, a 200 seat restaurant and a 27-space parking garage on 2.73 acres of land, and

WHEREAS, the Applicant has requested a relief from 1) a prohibition to parking within the building envelope, 2) an increase in the maximum height from 3 stories and 35 feet to 4 stories and 45 feet, 3) allowing a vista designated along the sides of the property, 4) allowing for a continuous building façade of more than 100 feet in width without providing an additional vista to the river, 5) a reduction of the 10' landscape buffer along the right of way, along the FEC railroad, and the 6' landscape area between parking rows, 6) balconies and balcony rails on the waterside elevation are not at least 50% of the fenestration, 7) reduction of the side setback to 5 feet instead of 10 feet along the FEC railroad side and 8) sidewalks are 6 feet rather than 8 feet in width; and

WHEREAS, at the hearing the applicant showed by substantial competent evidence that the application does not create any detrimental effects on adjacent land uses, within three hundred (300) feet of the proposed location; and

WHEREAS, the Community Redevelopment Board held a properly noticed hearing at a regularly scheduled meeting to consider the application of the Petitioner and recommended approval of the Major Urban Code Conditional Use on February 5, 2019; and

WHEREAS, City Commission held a properly noticed hearing at a regularly scheduled City Commission meeting to consider the application of the Petitioner to approve the Major Urban Code Conditional Use on February 25, 2019.

WHEREAS, the conditional use approval shall run with the land; and

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

SECTION 1: Subject to the conditions attached hereto, the City Commission hereby approves a Major Urban Code Conditional Use approval to North Stuart Acquisition and Development, LLC, as owner of certain real property located at between Old Dixie Highway and the FEC Railroad tracks, north of the St. Lucie River, as detailed within the attached legal description.

SECTION 2: A legal description of the property is set forth in **“Exhibit A”** attached hereto and made a part hereof by reference.

SECTION 3: The applicants business shall operate in accordance with all conditions set forth in **“Exhibit B”**, as attached.

SECTION 4: The purpose of this Urban Waterfront Sub-district Conditional Use approval is to allow for the development of a 27,000 square foot office building with 2,000 square feet of retail space, a 200 seat restaurant and a 27-space parking garage, varying from code requirements by allowing relief from 1) a prohibition to parking within the building envelope, 2) an increase in the maximum height from 3 stories and 35 feet to 4 stories and 45 feet, 3) allowing a vista designated along the sides of the property, 4) allowing for a continuous building façade of more than 100 feet in width without providing an additional vista to the river, 5) a reduction of the 10’ landscape buffer along the right of way, along the FEC railroad, and the 6’ landscape area between parking rows, 6) balconies and balcony rails on the waterside elevation are not at least 50% of the fenestration, 7) reduction of the side setback to 5 feet instead of 10 feet along the FEC railroad side and 8) sidewalks are 6 feet rather than 8 feet in width, as per the details included on the site plan, landscape plan and architectural elevations included as **“Exhibit C”**.

SECTION 5: This resolution shall take effect immediately upon its adoption.

Resolution # 16-2019
North Stuart Acquisitions and Development, LLC – Northpoint
Major Urban Code Conditional Use Approval

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:

REBECCA S. BRUNER, MAYOR
EULA R. CLARKE, VICE MAYOR
KELLI GLASS LEIGHTON, COMMISSIONER
MERRITT MATHESON, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2019.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE FOREGOING DEVELOPMENT ORDER, AND ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE FOREGOING RESOLUTION. IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:

North Stuart Acquisitions and Development,
LLC

Witness #1:

Applicant: Richard Geisinger

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Witness #2:

Print Name: _____

Signature: _____

OWNERS ACKNOWLEDGMENT

The above Acceptance and Agreement was acknowledged before me this ____ day of _____, 2019, by _____.

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____ Type of ID _____

Resolution # 16-2019
North Stuart Acquisitions and Development, LLC – Northpoint
Major Urban Code Conditional Use Approval

Exhibit “A” Legal Description:

(NOT TO SCALE)

LEGAL DESCRIPTION

PARCEL 1

A PORTION OF GOVERNMENT LOT 3, SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST MARTIN COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE NORTH $\frac{1}{4}$ CORNER OF SAID SECTION 5; THENCE S89°49'23"W ALONG THE NORTH LINE OF SAID SECTION 5 FOR 285.48 FEET TO THE POINT OF BEGINNING; SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE NORTHEAST AND HAVING A TANGENT BEARING OF S12°41'38"E. THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 922.81 FEET AND A CENTRAL ANGLE OF 19°52'01" FOR 319.68 FEET TO AN INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND HAVING A TANGENT BEARING OF S39°31'40"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 597.53 FEET AND A CENTRAL ANGLE OF 14°49'38" FOR 154.63 FEET TO A POINT OF TANGENCY; THENCE S54°21'18"E FOR 92.61 FEET TO A POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE OF THE ST. LUCIE RIVER; THENCE ALONG THE MEAN HIGH WATER LINE FOR THE FOLLOWING FOUR (4) COURSES: (1) N07°17'00"W FOR 81.26 FEET; (2) N00°25'23"W FOR 47.14 FEET; (3) N00°48'09"W FOR 41.70 FEET; (4) N06°07'37"W FOR 26.27 FEET TO AN INTERSECTION WITH A LINE BEING 50.00 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL TO THE CENTERLINE OF RAILROAD TRACKS AS LAID OUT AND IN USE (12/12/02). THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE FOR THE FOLLOWING TWO (2) COURSES: (1) N46°19'29"W FOR 129.38 FEET TO A POINT OF CURVATURE WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 802.22 FEET AND A CENTRAL ANGLE OF 15°26'20" FOR 216.17 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED NORTH LINE OF SECTION 5; THENCE S89°49'23"W FOR 69.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 54,719 SQUARE FEET OR 1.256 ACRES MORE OR LESS.

AND TOGETHER WITH

PARCEL 2

A PORTION OF GOVERNMENT LOT 3, SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST MARTIN COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN AT THE NORTH $\frac{1}{4}$ CORNER OF SAID SECTION 5; THENCE S89°49'23"W ALONG THE NORTH LINE OF SAID SECTION 5 FOR 96.59 FEET TO AN INTERSECTION WITH THE ARC OF A CIRCULAR CURVE BEING 50.00 FEET NORTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL TO THE CENTERLINE OF RAILROAD TRACKS AS LAID OUT AND IN USE (12/12/02) AND HAVING A TANGENT BEARING OF S35°52'01"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID PARALLEL CURVE HAVING A RADIUS OF 702.22 FEET AND A CENTRAL ANGLE OF 10°27'28" FOR 128.17 FEET TO A POINT OF TANGENCY; THENCE S46°19'29"E FOR 16.33 FEET TO AN INTERSECTION WITH THE MEAN HIGH WATER LINE OF THE ST. LUCIE RIVER; THENCE MEANDER ALONG SAID MEAN HIGH WATER LINE FOR THE FOLLOWING FOUR (4) COURSES: (1) N08°26'25"E FOR 25.24 FEET; (2) N00°49'02"W FOR 22.74 FEET; (3) N05°58'57"E FOR 31.58 FEET; (4) N01°50'29"E FOR 28.95 FEET TO AN INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID SECTION 5; THENCE S89°49'23"W FOR 6.96 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 6,018 SQUARE FEET MORE OR LESS.

SAID PARCELS BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND DEDICATIONS.

Exhibit “B” Conditions of Approval

1. The project shall adhere to the site plan prepared by CAPTEC Engineering, Inc., dated 11.14.18
2. The project shall adhere to the architectural elevations, prepared by Robert Britt, Architect, Inc. dated 10.14.18, and shall be constructed of concrete masonry units.
3. The project shall adhere to the landscape plan by Boggs, Planning and Landscape Architecture, and not dated.
4. Except as provided herein, all development shall comply with City Code.
5. Any sidewalks damaged during construction shall be repaired and/or replaced by the applicant as per the City’s specification.
6. Notwithstanding the illustration shown on the site plan, all signage shall be in accordance with the City’s Land Development Regulations with regards to size, dimensions, color, etc.
7. Site lighting shall not negatively impact adjacent properties and shall not create a visual nuisance. Decorative exterior light fixtures shall be approved prior to the issuance of any development permits.
8. The applicant shall comply with all applicable Handicap Accessibility standards.
9. Final Development Plans and Construction Drawings shall be reviewed and approved by all necessary City departments prior to the issuance of any building permits.

10. Any and all regulatory agency permits, including but not limited to Martin County, the South Florida Water Management District, and Army Corp of Engineers, shall be obtained by the applicant and copies provided to the City prior to the issuance of a site permit.
11. Prior to issuance of a building permit, the applicant shall either contribute the required art fee of one percent of the vertical construction cost or provide work of art on the development pursuant to Section 3.01.08
12. Dock Facilities are for the expressed use of the public, the property owner and tenants of the property. Leasing of dock slips to entities other than guests or owners of the commercial tenants of the project is prohibited. Dock & slips are illustrative in nature and not final documents.
13. All dock facilities and marine related bulkheads, hardened shorelines, etc. shall be maintained by the property owner, any new marine related improvements, modification, repairs and permitting associated with such facilities shall be accomplished by, and the responsibility of, the association. There shall be no liveaboards permitted by definition of the Department of Environmental Protection. The term “liveaboard” is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period.
14. Sloping revetments and interlocking blocks shall be used in high energy areas to more effectively dissipate wave forces, boat wakes and reduce the effects of bottom scouring. Bulkheads and seawalls shall only be used to protect existing development and shall be located landward of riverine wetlands and their ecotones. Permits for replacement of deteriorating seawalls shall be granted only when alternative revetments and interlocking blocks are not feasible.
15. The applicant shall obtain a Certificate of Occupancy for both buildings prior to March 1, 2022.
16. The following uses shall be permitted:
 - a. Retail
 - b. Office, Professional
 - c. Restaurant

LEGEND

- 1. BOUNDARY LINE
- 2. ELEVATION
- 3. ROAD
- 4. RAILROAD
- 5. WATER
- 6. POWER LINE
- 7. FENCE
- 8. DITCH
- 9. CULVERT
- 10. BRIDGE
- 11. TOWER
- 12. MONUMENT
- 13. CORNER
- 14. ELEVATION
- 15. DISTANCE
- 16. BEARING
- 17. AREA
- 18. VOLUME
- 19. PERCENT
- 20. FEET
- 21. INCHES
- 22. MILES
- 23. KILOMETERS
- 24. METERS
- 25. CENTIMETERS
- 26. MILLIMETERS
- 27. DECIMETERS
- 28. HECTARES
- 29. SQUARE FEET
- 30. CUBIC FEET
- 31. CUBIC YARDS
- 32. CUBIC METERS
- 33. CUBIC CENTIMETERS
- 34. CUBIC MILLIMETERS
- 35. CUBIC DECIMETERS
- 36. CUBIC KILOMETERS
- 37. CUBIC MILES
- 38. CUBIC INCHES
- 39. CUBIC FEET
- 40. CUBIC YARDS
- 41. CUBIC METERS
- 42. CUBIC CENTIMETERS
- 43. CUBIC MILLIMETERS
- 44. CUBIC DECIMETERS
- 45. CUBIC KILOMETERS
- 46. CUBIC MILES
- 47. CUBIC INCHES
- 48. CUBIC FEET
- 49. CUBIC YARDS
- 50. CUBIC METERS
- 51. CUBIC CENTIMETERS
- 52. CUBIC MILLIMETERS
- 53. CUBIC DECIMETERS
- 54. CUBIC KILOMETERS
- 55. CUBIC MILES
- 56. CUBIC INCHES
- 57. CUBIC FEET
- 58. CUBIC YARDS
- 59. CUBIC METERS
- 60. CUBIC CENTIMETERS
- 61. CUBIC MILLIMETERS
- 62. CUBIC DECIMETERS
- 63. CUBIC KILOMETERS
- 64. CUBIC MILES
- 65. CUBIC INCHES
- 66. CUBIC FEET
- 67. CUBIC YARDS
- 68. CUBIC METERS
- 69. CUBIC CENTIMETERS
- 70. CUBIC MILLIMETERS
- 71. CUBIC DECIMETERS
- 72. CUBIC KILOMETERS
- 73. CUBIC MILES
- 74. CUBIC INCHES
- 75. CUBIC FEET
- 76. CUBIC YARDS
- 77. CUBIC METERS
- 78. CUBIC CENTIMETERS
- 79. CUBIC MILLIMETERS
- 80. CUBIC DECIMETERS
- 81. CUBIC KILOMETERS
- 82. CUBIC MILES
- 83. CUBIC INCHES
- 84. CUBIC FEET
- 85. CUBIC YARDS
- 86. CUBIC METERS
- 87. CUBIC CENTIMETERS
- 88. CUBIC MILLIMETERS
- 89. CUBIC DECIMETERS
- 90. CUBIC KILOMETERS
- 91. CUBIC MILES
- 92. CUBIC INCHES
- 93. CUBIC FEET
- 94. CUBIC YARDS
- 95. CUBIC METERS
- 96. CUBIC CENTIMETERS
- 97. CUBIC MILLIMETERS
- 98. CUBIC DECIMETERS
- 99. CUBIC KILOMETERS
- 100. CUBIC MILES

TITLE BLOCK

PROJECT: NORTH POINT DEVELOPMENT, MARTIN COUNTY, FLORIDA

DATE: 10-10-2018

BY: J. L. LINDSEY, INC.

FOR: J. L. LINDSEY, INC.

SCALE: 1" = 100'

REVISIONS:

NO.	DATE	DESCRIPTION
1	10-10-2018	INITIAL SURVEY
2	10-10-2018	FINAL SURVEY

Exhibit “C” Site Plan

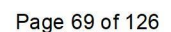
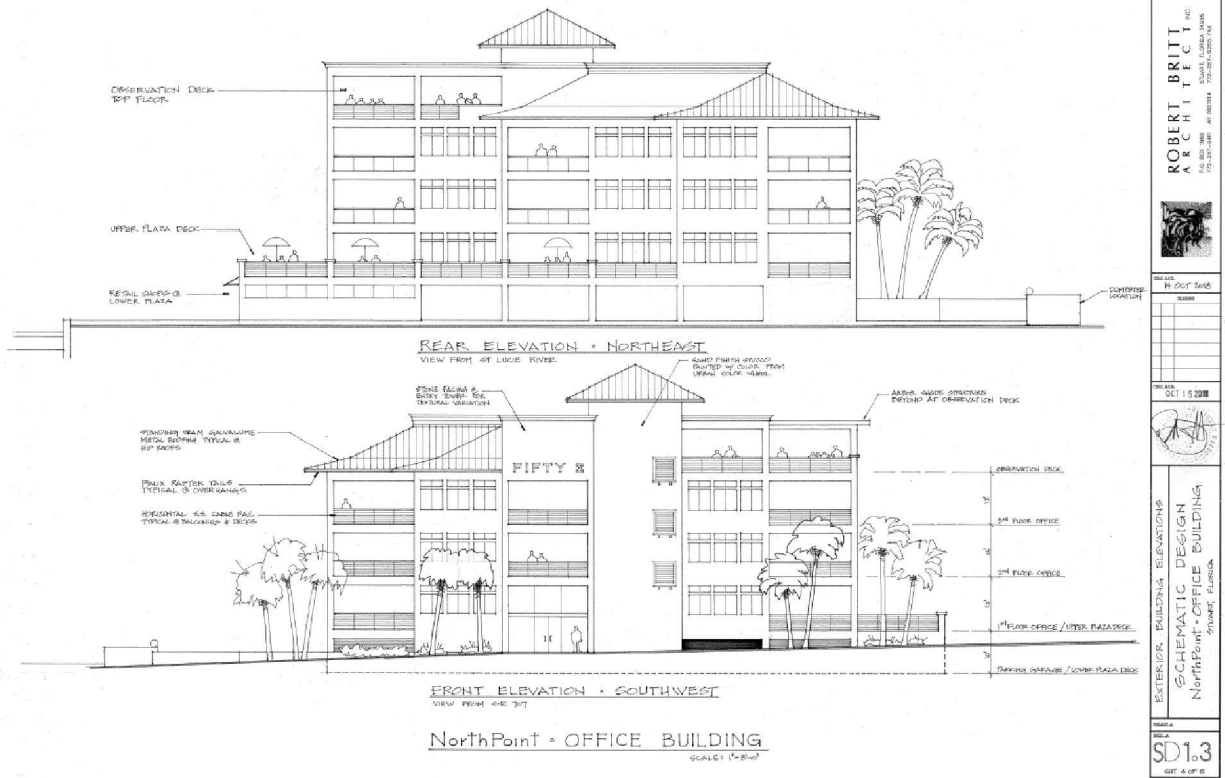
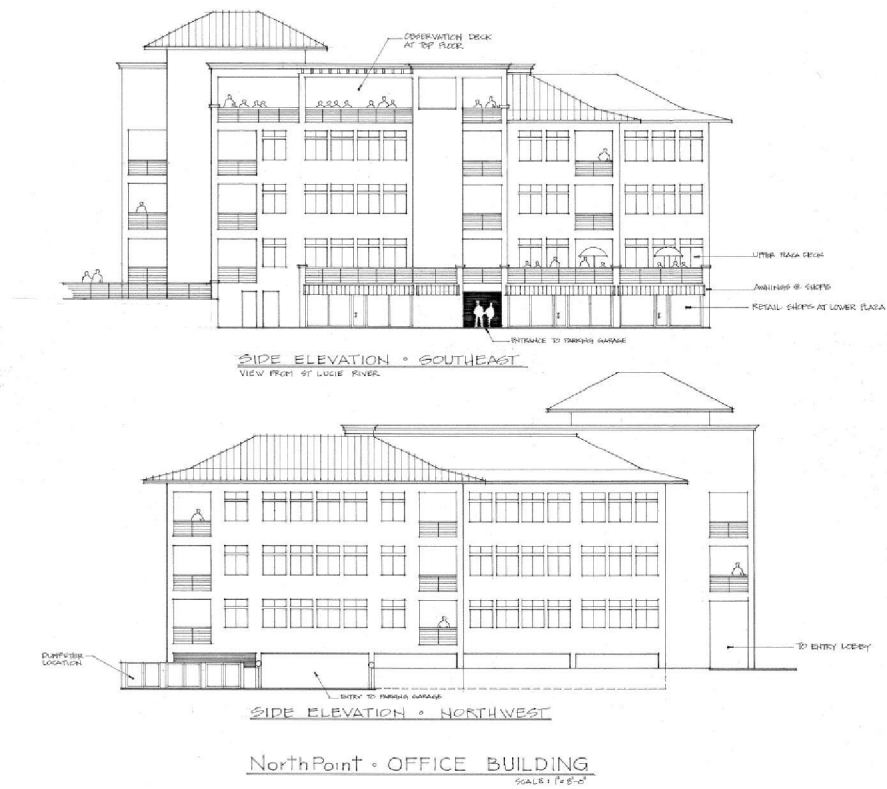


Exhibit “C” Elevations



Resolution # 16-2019
 North Stuart Acquisitions and Development, LLC – Northpoint
 Major Urban Code Conditional Use Approval

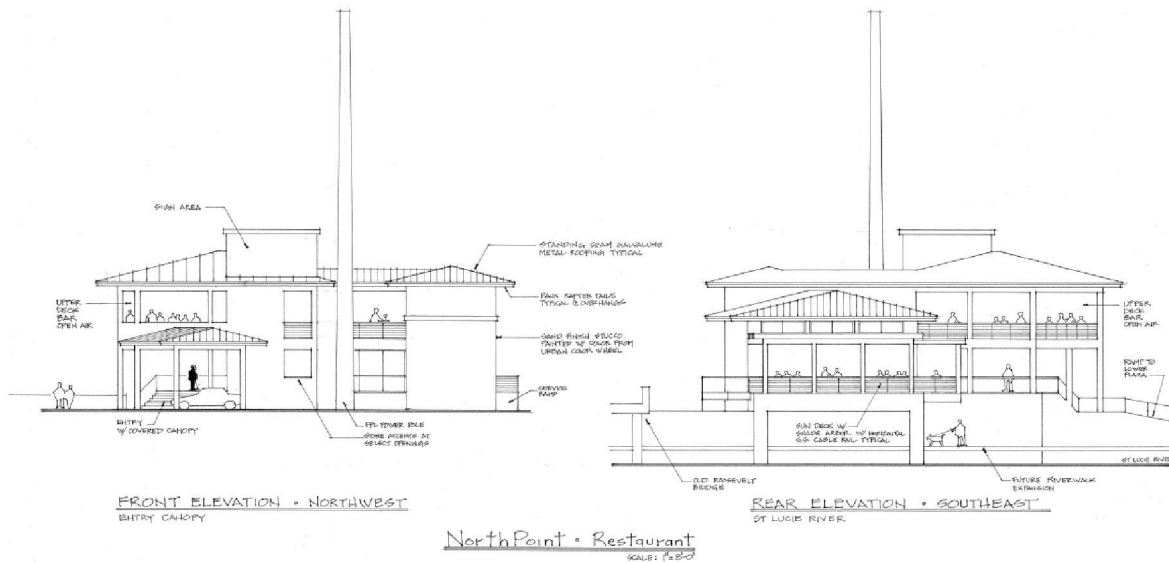


ROBERT BRITT
 ARCHITECT
 1001 N. 10TH AVE., SUITE 100
 TAMPA, FL 33604
 TEL: 813.251.1000
 FAX: 813.251.1001
 WWW.RBRITTA.COM

PROJECT
 PROJECT NO.
 DATE
 01/15/2018

EXTERIOR BUILDING ELEVATIONS
 SCHEMATIC DESIGN
 NorthPoint - OFFICE BUILDING
 TAMPA, FLORIDA

SD14
 SHEET 1 OF 5



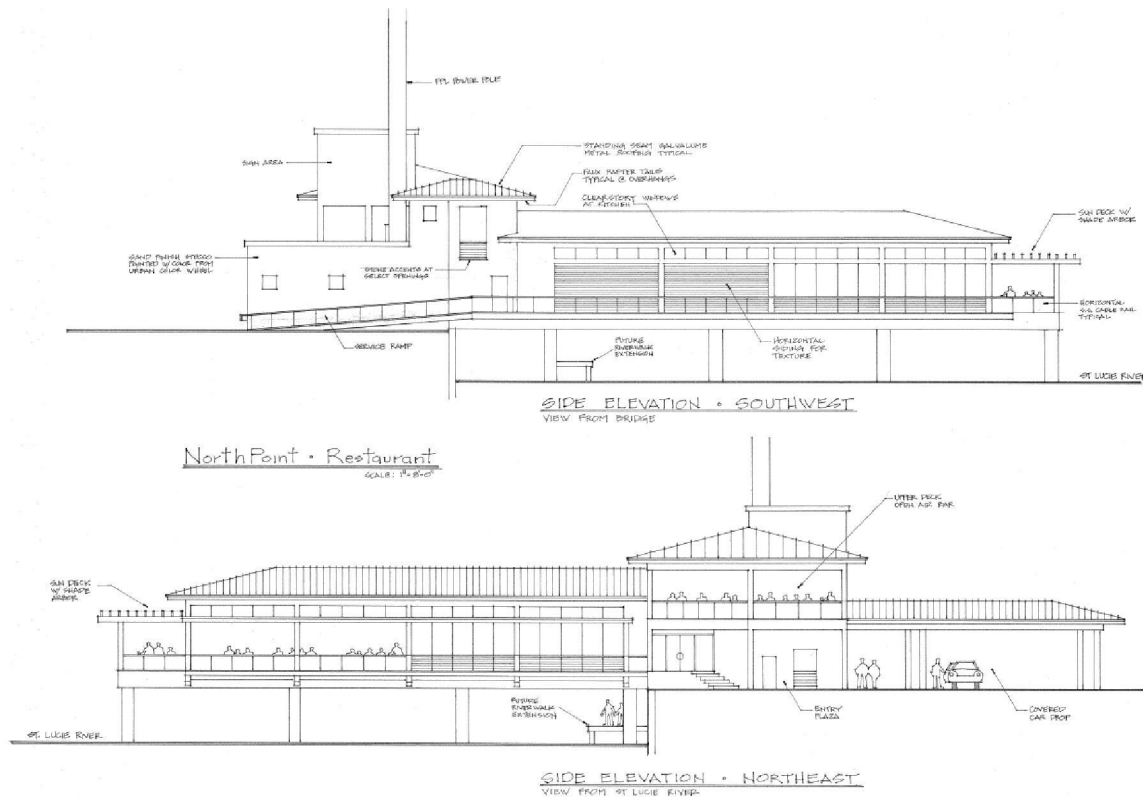
ROBERT BRITT ARCHITECT INC.
1111 N. GARDEN ST. ST. LOUIS, MO 63102
TEL: 314.433.1111 FAX: 314.433.1112

PROJECT: NORTHPOINT RESTAURANT

DATE: DEC 15, 2018

SD2.2
SHEET 3 OF 4

Resolution # 16-2019
 North Stuart Acquisitions and Development, LLC – Northpoint
 Major Urban Code Conditional Use Approval



LEGEND

- EXISTING RIGHT OF WAY
- EXISTING PROPERTY LINE
- EXISTING EDGE OF PAVEMENT
- EXISTING CURB
- EXISTING TOP OF BANK
- EXISTING TOE OF SLOPE
- EXISTING STRIPING
- EXISTING STORMWATER PIPE
- PROPOSED PARKING COUNT
- PROPOSED STRIPING
- PROPOSED EDGE OF PAVEMENT

- PROPOSED CURB
- PROPOSED TOP OF BANK
- PROPOSED TOE OF SLOPE
- PROPOSED STORMWATER PIPE
- PROPOSED CATCH BASIN
- PROPOSED MITERED END SECTION
- PROPOSED STORM MANHOLE
- PROPOSED WHEEL STOP
- PROPOSED BOARDWALK W/ DOCK
- PROPOSED BUILDING
- PROPOSED SIDEWALK 6' MINIMUM
- PROPOSED PARKING LOT STALLS / ASPHALT
- PROPOSED CROSSWALKS

Parking Calculations

Total Parking Spaces Required 160 Spaces
 Office: 27,000 sf x 1 space/350 sf = 78 spaces
 Retail: 2,000 sf x 1 space/300 sf = 7 spaces
 Restaurant: 200 seats x 1 space/4 seats = 50 spaces
 Deck: 100 seats x 1 space/4 seats = 25 spaces

Total Parking Spaces Provided 162 Spaces
 Total On-site Parking Spaces 108 Spaces
 Garages: 27 Spaces (inc. 2 HC)
 On Site: 81 Spaces (inc. 4 HC)

Public Parking Spaces 54 Spaces
 Public Land Use: 54 Spaces
 Garages: 0 Spaces

Building Data

Office (footprint): 10,100 FT²
 Office (under A/C): 27,000 FT²
 Retail: 2,000 ft²
 Restaurant: 7,900 ft²

Site Data:

Existing Future Land Use:
 Downtown Redevelopment 1.42 Ac.
 Public 1.31 Ac.
 Other (Water) 0.60 Ac.

Proposed Future Land Use:
 Downtown Redevelopment 2.32 Ac.
 (Parcel 2, B, Exist)
 Public (Parcel 1) 0.41 Ac.
 Other (Waterward of Seawall) 0.60 Ac.

Existing Zoning: Urban Waterfront

Total Area: 144,845.42 sf 3.33 ac.
Area Waterward of Seawall: 25,926.62 sf 0.60 ac.

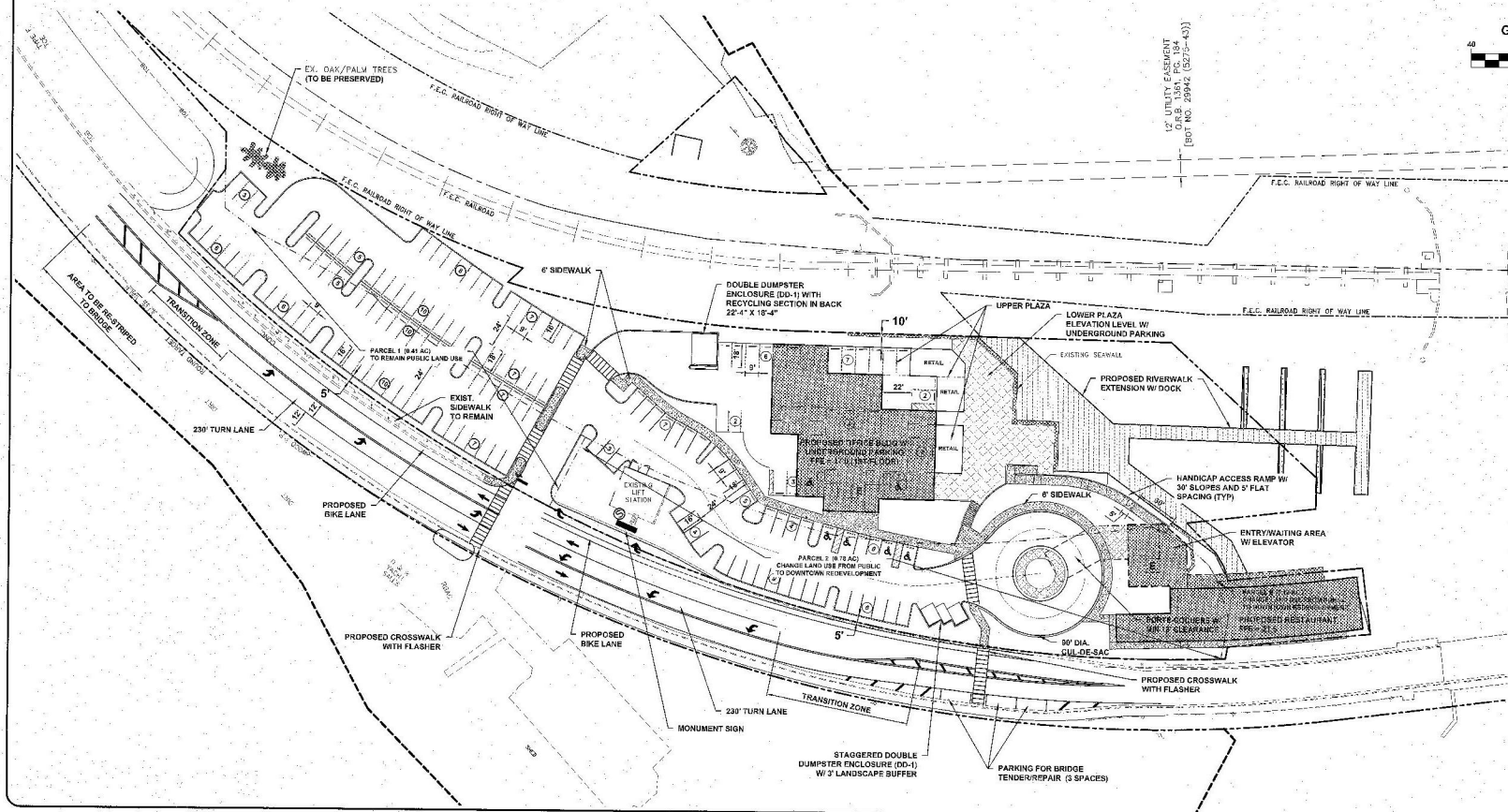
Developed Area (Excludes Water): 118,918.80 sf 2.73 ac.
Impervious Area: 92,923 sf 2.13 ac. (78%)
 Building Footprint: 29,000 sf 0.66 ac.
 Pervious Area: 23,923 sf 0.55 ac.
 Building Footprint: 29,000 sf 0.66 ac.
 Pervious Area: 23,923 sf 0.55 ac.

Area (Downtown Redevelopment Area): 101,113.80 sf 2.32 ac.
Impervious Area: 97,107 sf 2.23 ac.
 Building Footprint: 29,000 sf 0.66 ac.
 Pervious Area: 21,744 sf 0.50 ac.

Area (Public Area): 17,805.00 sf 0.41 ac.
Impervious Area: 13,409 sf 0.31 ac.
 Building Footprint: 29,000 sf 0.66 ac.
 Pervious Area: 4,396 sf 0.10 ac.



GRAPHIC SCALE
 0 10 20 30 40 50
 GRAPHIC SCALE



301 NW Flagler Ave.
 Suite 200
 St. Petersburg, FL 33704
 Phone: (727) 892-4344
 Fax: (727) 892-4341

COMPIC
 Civil Engineering Professionals

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 PROJECT NO.: _____
 SHEET NO.: _____
 SCALE: _____
 TITLE: _____

NO.	DATE	BY	REVISION

SCALE VERIFICATION
 1" = 100' (AS SHOWN)
 1" = 100' (AS SHOWN)
 1" = 100' (AS SHOWN)
 1" = 100' (AS SHOWN)

NORTH POINT DEVELOPMENT
 City of Stuart, Florida

SITE PLAN

TERESA L. ANDRE
 301 N.W. Flagler Ave.
 Suite 200, St. Petersburg, FL 33704
 P.E. No. 54095

NOV 14 2016
 Printed Date

JOB No.: 1767
 SHEET
 2 OF 4

PLANT LIST

Trees and Palms

Cc	Coccothrinax argentea	Silver Palm	7	FG, 4' c.t.
Cs	Ceiba speciosa	Floss Silk Tree	1	FG, 20' specimen
Bn	Bursera simaruba	Gumbo Limbo	1	FG, 20' specimen
Cn	Cocos nucifera	Green Malaysian Coconut Palm	22	FG, 12' h.w.
Li	Lagerstroemia indica	Muskegee Crepe Myrtle	8	65 gal, 12' ht, 6' spnd.
IC	Ilex cassine	Dakota Holly	12	65 gal, 14' ht, 6' spnd.
Li	Ligustrum lucidum	Glossy Privet	7	65 gal, 7' x 7'
Mg	Magnolia virginiana	'D.D. Blanchard'	4	65 gal, 14' ht, 3' cal.
Qv	Quercus virginiana	Live Oak	13	65 gal, 14' ht, 3' cal, 6' spnd.
Sc	Schaefferia palmata	Cabbage Palm	39	10' x 15' 14' skinned
Co	Conditia boscieri	White Gelfer	2	45 gal, 12' ht, 3' cal.
Ca	Cassia surattensis	Glaucous Cassia	9	45 gal, 12' ht, 3' cal.
Ch	Chamaecyparis humilis	European Fan Palm	1	25 gal, 10' ht.
Cl	Clusia flava	Small Leaf Clusia	8	FG, 12' ht, 6' spnd, matching
Pr	Phoenix rostrata	Senegal Date Palm	1	fg, 18-16' mts, specimen
Ph	Phoenix coarctata	Pinyon Date Palm	2	FG, 5' dbh.
Pa	Plumeria acuminata	Frangipani	1	45 gal, 12' ht.
Pe	Pythosperma elegans	Softbark Palm	17	FG, 12-15' o.a.
Sp	Senna polyphylla	Desert Senna	3	25 gal, 7' ht.

Shrubs and Groundcover

Key	Botanical Name	Common Name	Qty.	Specification
Alc	Alcaulia pycnantha	Dwarf Elephant Eart	52	7 gal.
Bou	Bougainvillea	Helene Johnson Dwarf	81	3 gal, 24" o.c.
Car	Carissa microcarpa	Emerald Blankaet	102	3 gal, 18" o.c.
Chy	Chrysanthemum leucanthemum	Red Tip Chrysanthemum	164	24" ht, 30" o.c.
Cri	Croton	Croton Lily	1	15 gal.
Cro	Croton sp.	'Mammy' Croton	54	14" ht. x 14" spnd, full
Dio	Dioscorea	Variegated Mexican Cyclad	24	10 gal.
Eug	Eugenia foetida	Spanish Stopper	73	15 gal, 6' ht, full
Fic	Ficus microcarpa	Green Island Ficus	22	3 gal, 18" o.c.
For	Forsteria segetaria	Florida Privet	98	24" ht, 24" o.c.
For	Forsteria segetaria	Florida Privet	42	48" ht, 30" o.c.
Gal	Gelsemium sempervirens	Carolina Jessamine	44	3 gal, 24" o.c.
Ham	Hamelia patens 'Compacta'	Dwarf Firebush	45	24" ht, 24" o.c.
Jel	Jatropha integrifolia	Jatropha	14	10 gal, bush
Lir	Liriodendron muscari	Variegated Liriodendron	230	1 gal, 18" o.c.
Myr	Myrsine fragrans	Sluggish Stopper	250	30" ht, 30" o.c.
Muh	Muhlenbergia capillaris	Pink Muhlenbergia	62	3 gal, 30" o.c.
Phi	Philodendron sp.	Ruby Philodendron	100	3 gal, 24" o.c.
Tie	Trachelospermum asiaticum	'Minnie' Jasmine	240	1 gal, trailing, 18" o.c.
Vib	Viburnum coccineum	'Mrs. Shiller's Delight'	65	18" ht, 24" o.c.

LANDSCAPE NOTES

All plant material to be Florida #1 and conform to nursery grades and standards.

All required trees shall be 12" minimum height with a 6" canopy spread.

No less than 50% of required trees shall be shade or canopy trees.

Palms shall be a minimum 10' height and can be used for tree credit at a 2:1 ratio.

All required shrubs shall be 24" height at the time of planting.

A minimum 50% of required plant material to be Florida native species.

Tree location and variety will consider FPL guidelines where necessary.

All landscaping shall be maintained at all times and present a clean and orderly appearance.

All landscaping to be maintained free of posts, disease and litter.

Any vegetation that dies shall be replaced with the same variety as designed.

No Cypress or red mulch to be used. A 3" depth of Mulch or Fertilizer (or approved equal) to be used in all beds. Mulch to be kept a distance of 24" way from tree trunk.

Landscaping within vehicular use areas shall be protected by a six (6) inch non-mountable curb.

Turf grass shall be a St. Augustine cultivar to reduce water consumption and maintenance.

An irrigation system will provide 100% coverage to all landscape areas using water wise methods.

LANDSCAPE DATA

Total Site Development Area = 2.73 acres - 118,918.80 sq. ft.

Required Site Trees @ 1/2500 s.f. of Developed Area = 48

Total Landscape Area required (20%) = 23,783.76 s.f.; provided 25,996 s.f. (22%)

Required Interior Landscape Area = 11,892 s.f.

Provided Interior Landscape Area = 15,175 s.f.

Total Length of Property Abutting R.O.W. = 725'

Required Trees @ 1/30 I.F. = 24

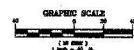
Total Length of Property Abutting Adjacent Property = 350'

Required Trees @ 1/30 I.F. = 12

Total Trees Required @ 1/30 = 36; Provided 40 Palms = 20 Trees + 30 Trees = 50

Total Trees Provided = 82 Palms = 41 Trees + 65 Trees = 106

Required Perimeter Hedge @ 1/2.5' = 3,075 / 2.5 = 430 Provided



COMPUTER FILE REF.	FIELD BK./PG.

BOGGS
PLANNING & LANDSCAPE ARCHITECTURE
100 AVENUE A SUITE 2E
FORT PIERCE, FLORIDA 34950

- REVISIONS -

BY	DATE

BY	DATE

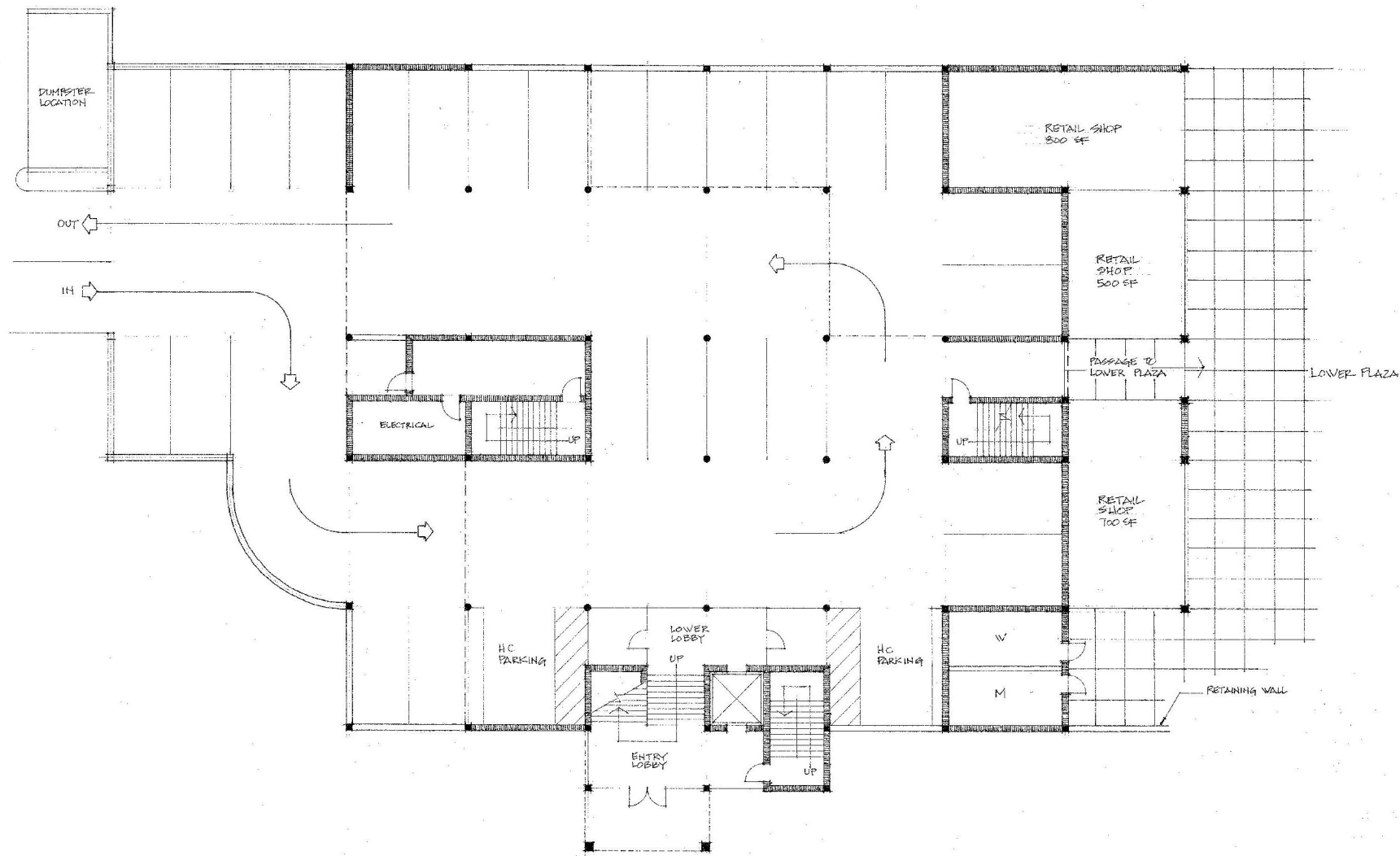
NORTH POINT
CITY OF STUART, FLORIDA
PRELIMINARY LANDSCAPE PLAN

HORIZ. SCALE 1"=40'
JOB NO.
SHEET 1 of 1



NORTH POINT DEVELOPMENT

Stuart, Florida 34994



NorthPoint • OFFICE BUILDING

PLAN @ PARKING GARAGE

SCALE: 1" = 8'-0"

GARAGE AREA = 12,400 SF
 RETAIL SHOPS + TOILETS = 2,400 SF
 TOTAL AREA = 14,800 SF

PARKING 20 CARS

ROBERT BRITT
 ARCHITECT INC.
 STUART, FLORIDA 34985
 P.O. BOX 1989
 772-267-9001 AR 0002914



ISSUE DATE:
 14 OCT 2018

REVISIONS

NO.	DATE	DESCRIPTION

PROJECT DATE:
 OCT 15 2018



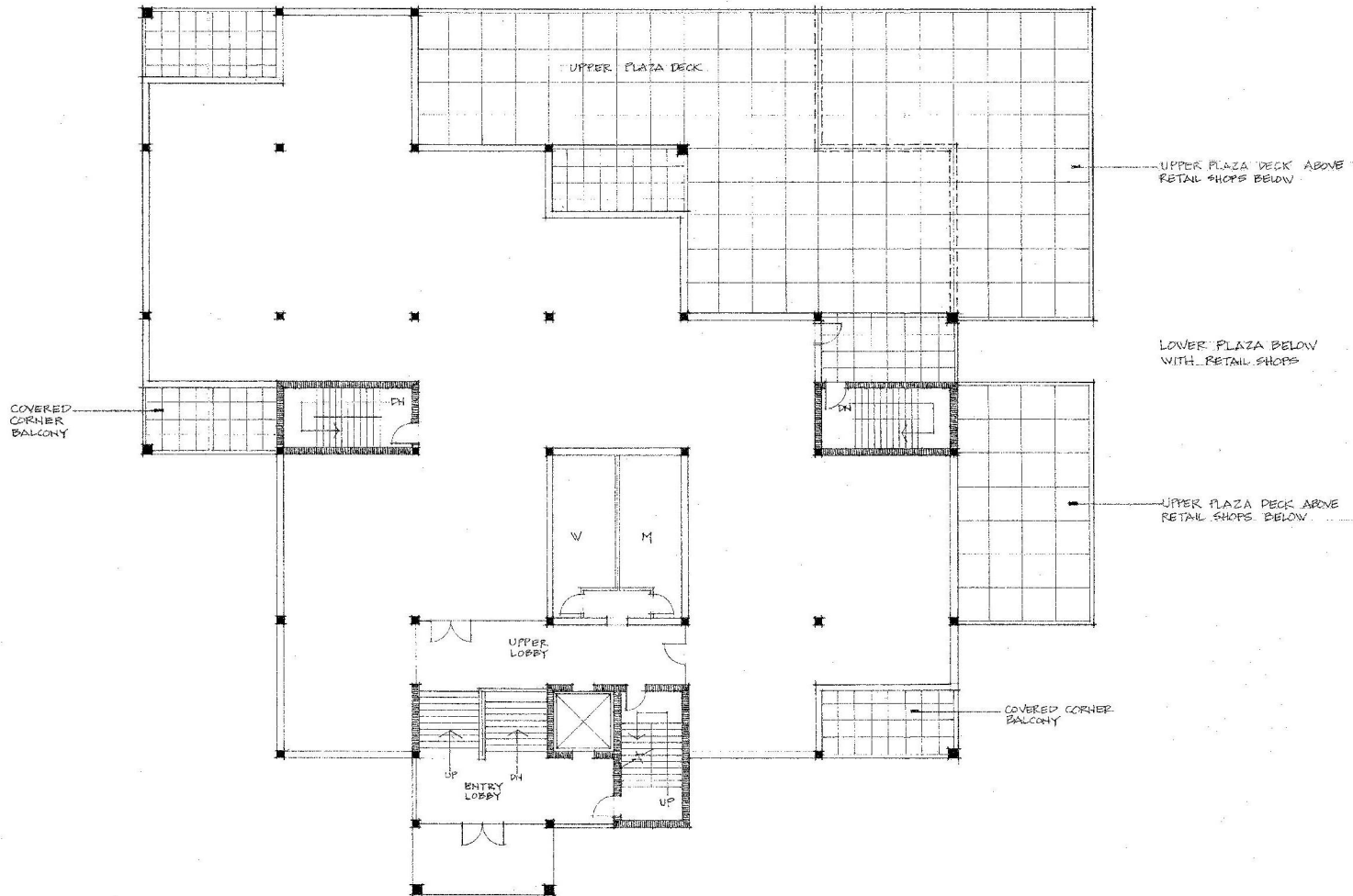
FLOOR PLAN, PARKING GARAGE
 SCHEMATIC DESIGN
 NorthPoint • OFFICE BUILDING
 STUART, FLORIDA

PROJECT #

DATE

SD 1.0

SHEET 1 OF 5



NorthPoint • OFFICE BUILDING

PLAN @ FIRST FLOOR
 TYPICAL OF THREE FLOORS W/
 9100 SF GROSS A/C AREA / FLOOR

SCALE: 1" = 8'-0"

ROBERT BRITT
 ARCHITECT INC.
 STUART, FLORIDA 34995
 P.O. BOX 1804
 772-287-9401 AR 0007014
 772-287-9265 FAX



DATE: 14 OCT 2018

DESIGN

REVISION

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

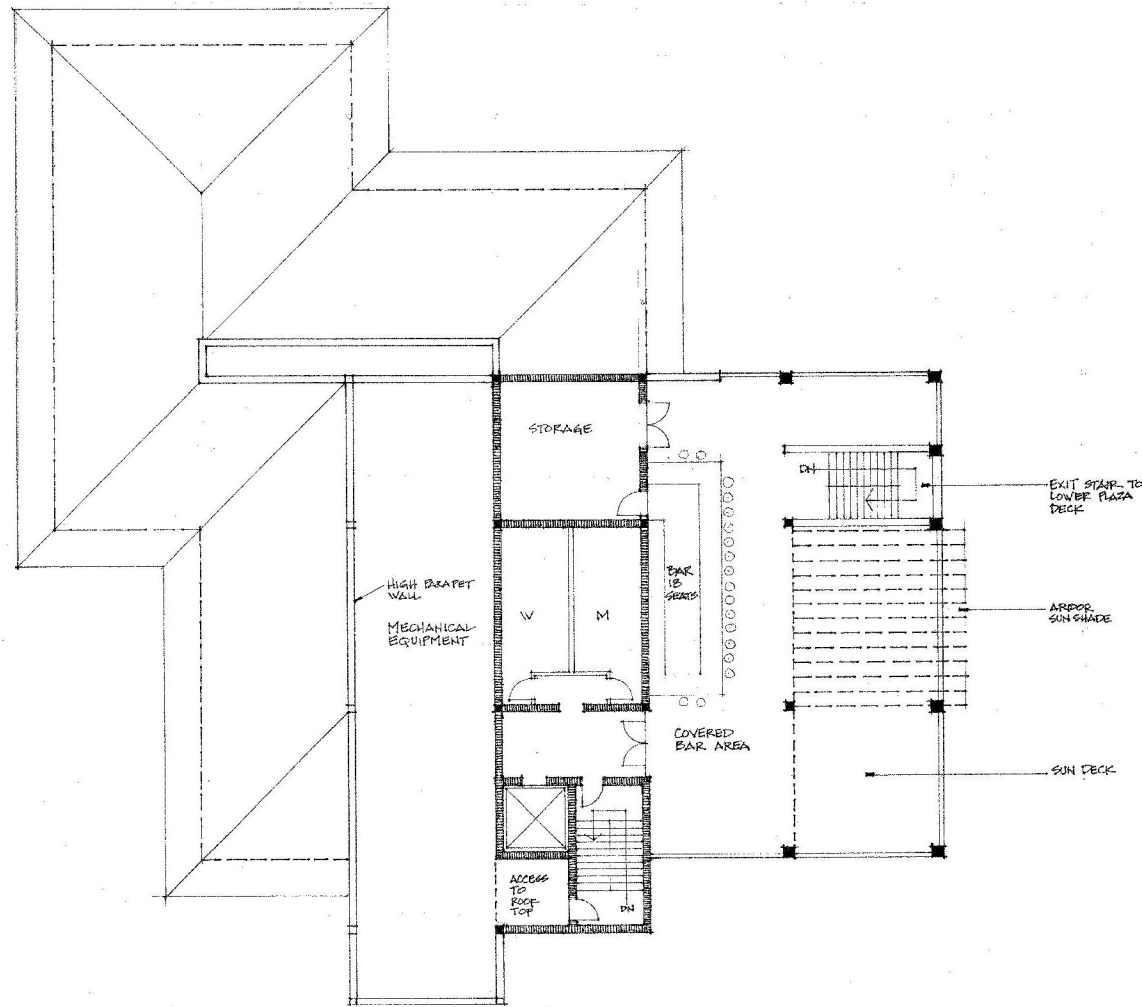
DATE

DATE

DATE

DATE

DATE



NorthPoint • OFFICE BUILDING
 PLAN @ OBSERVATION DECK
 TOTAL AREA = 4125 SF
 SCALE: 1" = 8'-0"

ROBERT BRITT
 ARCHITECT INC.
 STUART, FLORIDA 34985
 P.O. BOX 1969 772-287-9401 AR 0007014



DATE: 14 OCT 2018

REVISIONS

DATE: 01/15/2020



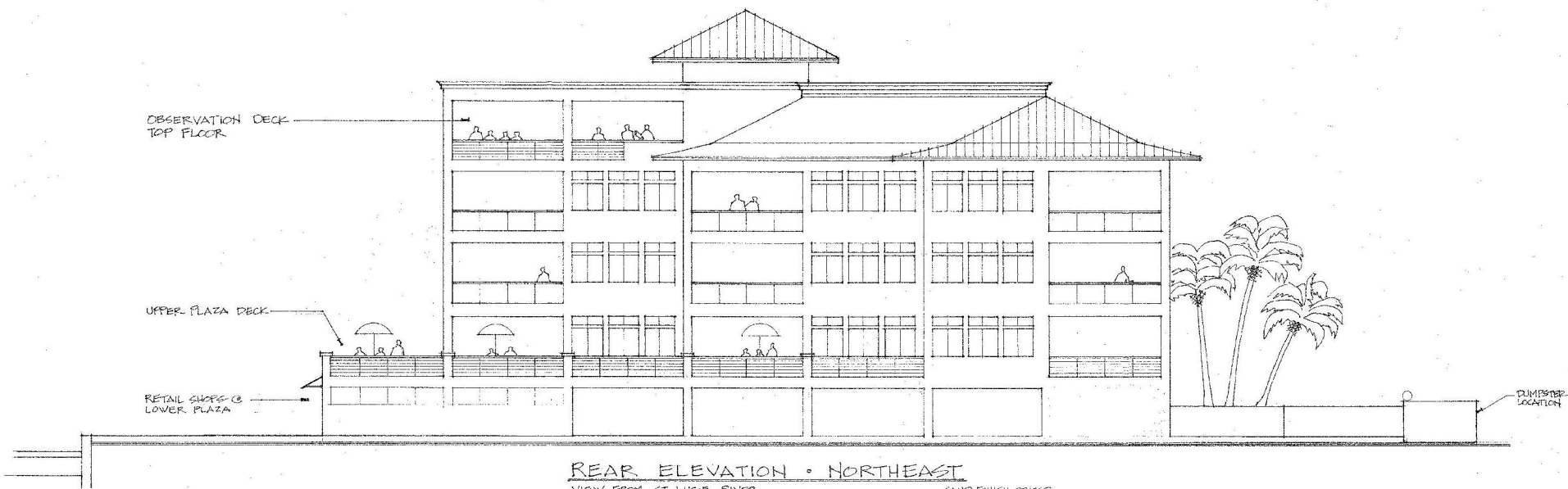
FLOOR PLAN OBSERVATION DECK
 SCHEMATIC DESIGN
 NorthPoint • OFFICE BUILDING
 STUART, FLORIDA

PROJECT: A

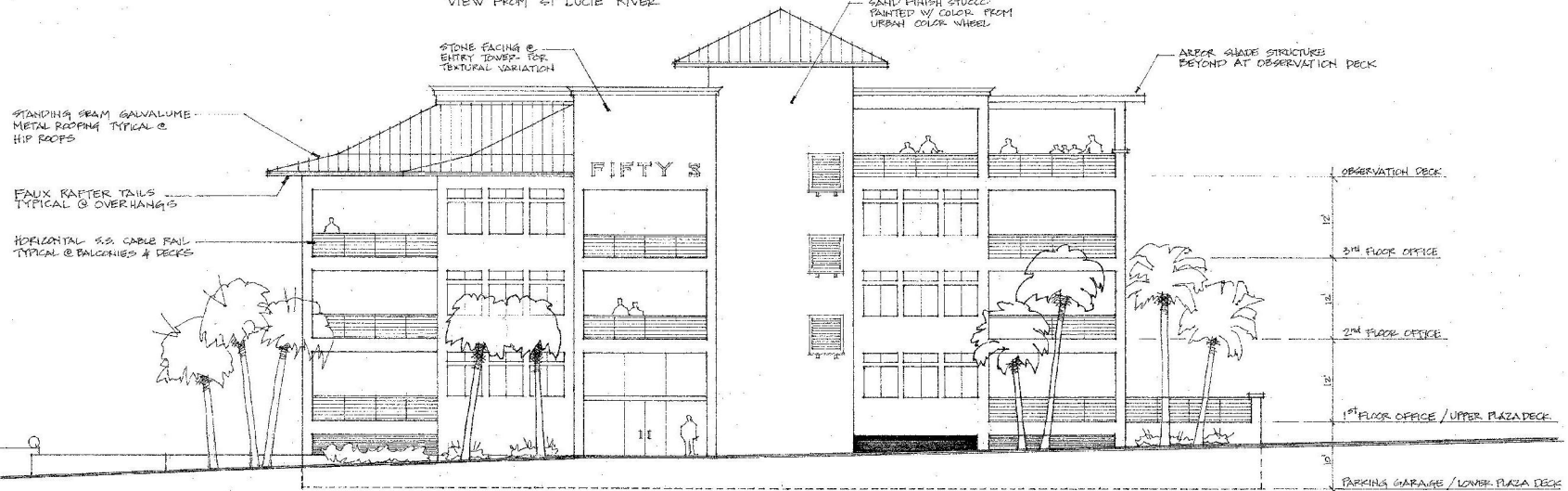
SHEET: A

SD12

SHT 3 OF 5



REAR ELEVATION • NORTHEAST
VIEW FROM ST LUCIE RIVER



FRONT ELEVATION • SOUTHWEST
VIEW FROM SR 707

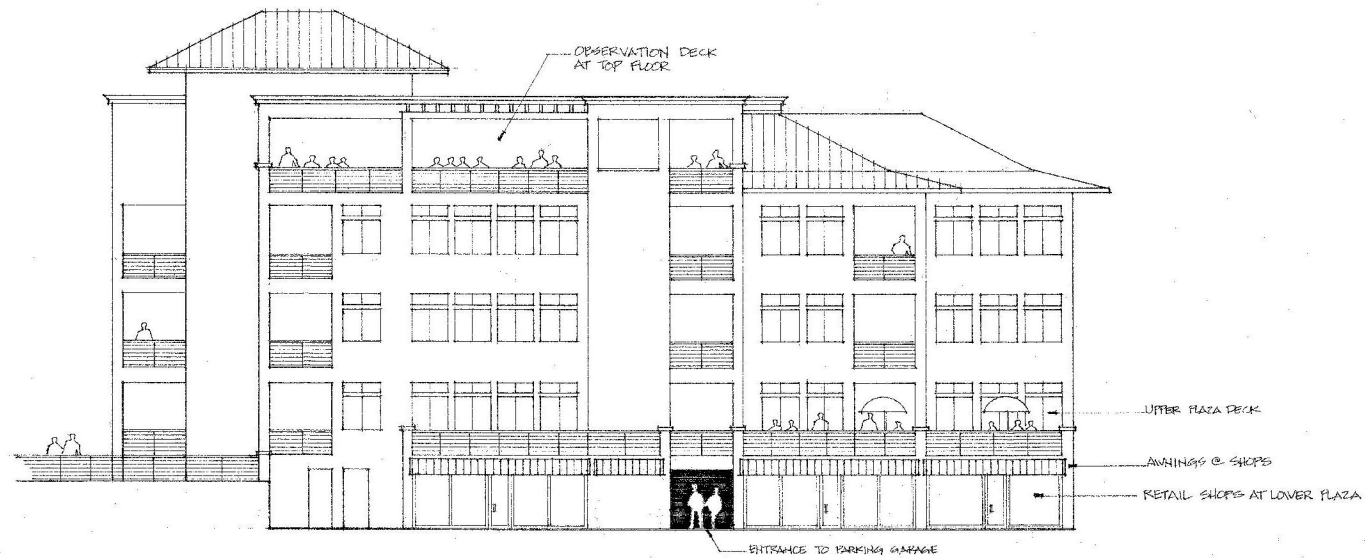
NorthPoint • OFFICE BUILDING
SCALE: 1" = 8'-0"

ROBERT BRITT
ARCHITECT INC.
STUART, FLORIDA 34955
P.O. BOX 1989
772-257-5401 AR 000704
772-257-9555 FAX

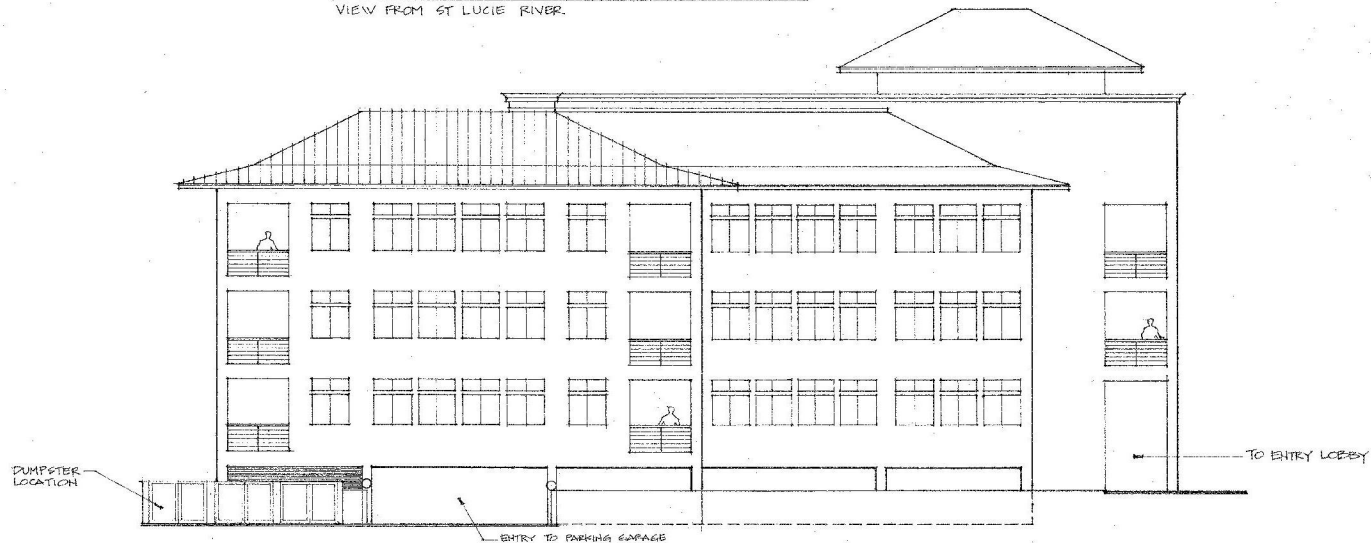


DATE: 11 OCT 2018

REVISION



SIDE ELEVATION • SOUTHEAST
VIEW FROM ST LUCIE RIVER



SIDE ELEVATION • NORTHWEST

NorthPoint • OFFICE BUILDING

SCALE: 1"=8'-0"

ROBERT BRITT
ARCHITECT INC.
STUART, FLORIDA 34996
P.O. BOX 1889
772-287-5901 AIR 300704
772-287-5905 FAX



DESIGN DATE:
14 OCT 2018

ISSUES

NO.	DATE	DESCRIPTION

PRINT DATE:
OCT 15 2018



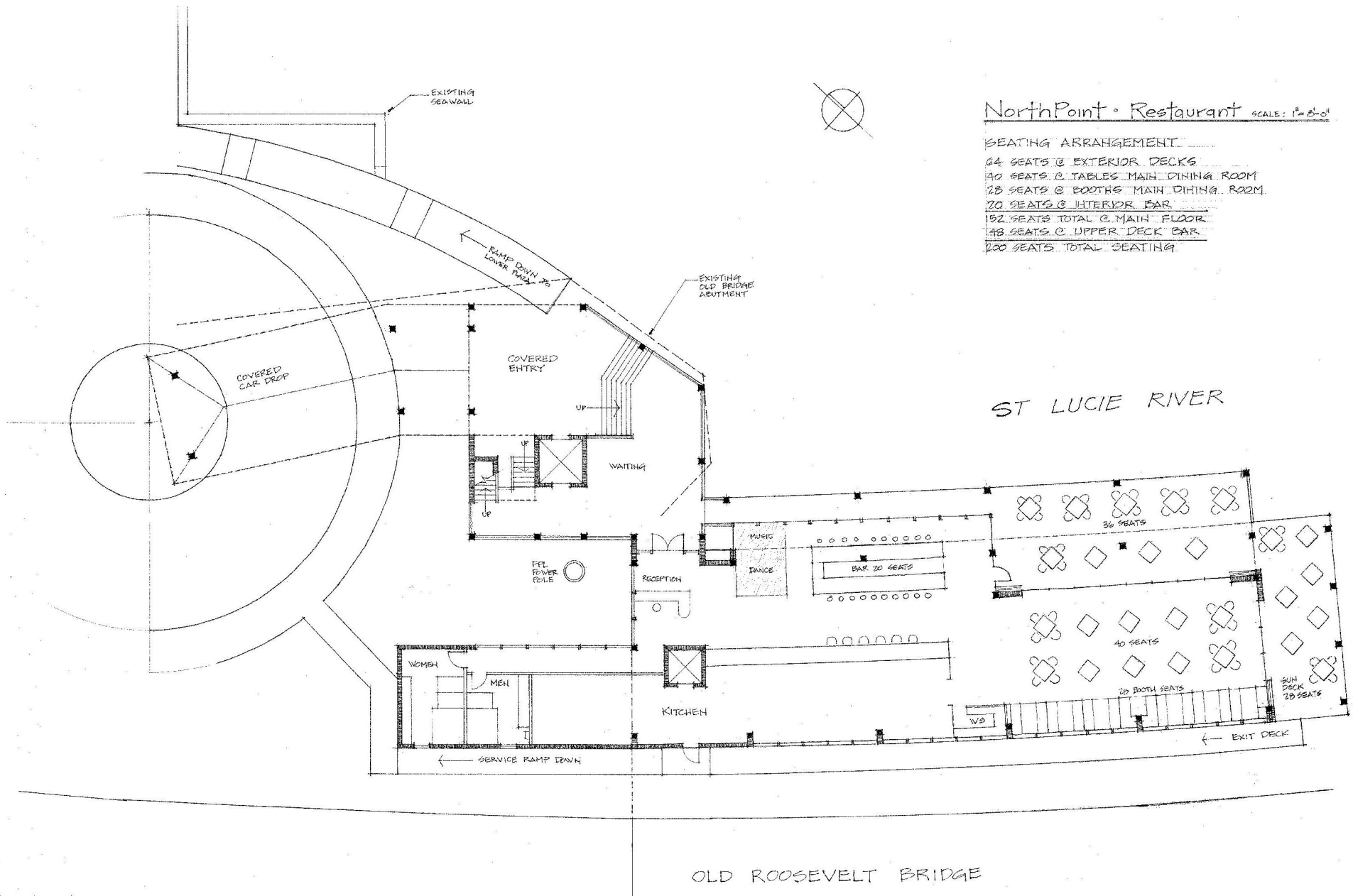
EXTERIOR BUILDING ELEVATIONS
SCHEMATIC DESIGN
NorthPoint • OFFICE BUILDING
STUART, FLORIDA

PROJECT #:

SHEET #:

SD1.4

SHT 4 OF 5



NorthPoint • Restaurant SCALE: 1" = 2'-0"

SEATING ARRANGEMENT

64 SEATS @ EXTERIOR DECKS
 40 SEATS @ TABLES MAIN DINING ROOM
 28 SEATS @ BOOTHS MAIN DINING ROOM
 20 SEATS @ INTERIOR BAR
 152 SEATS TOTAL @ MAIN FLOOR
 48 SEATS @ UPPER DECK BAR
 200 SEATS TOTAL SEATING

ROBERT BRITT
 ARCHITECT INC.
 STUART, FLORIDA 34955
 772 287-9601 AR 0001014
 P.O. BOX 1869
 772 287-9601



DATE: 14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

14 OCT 2018

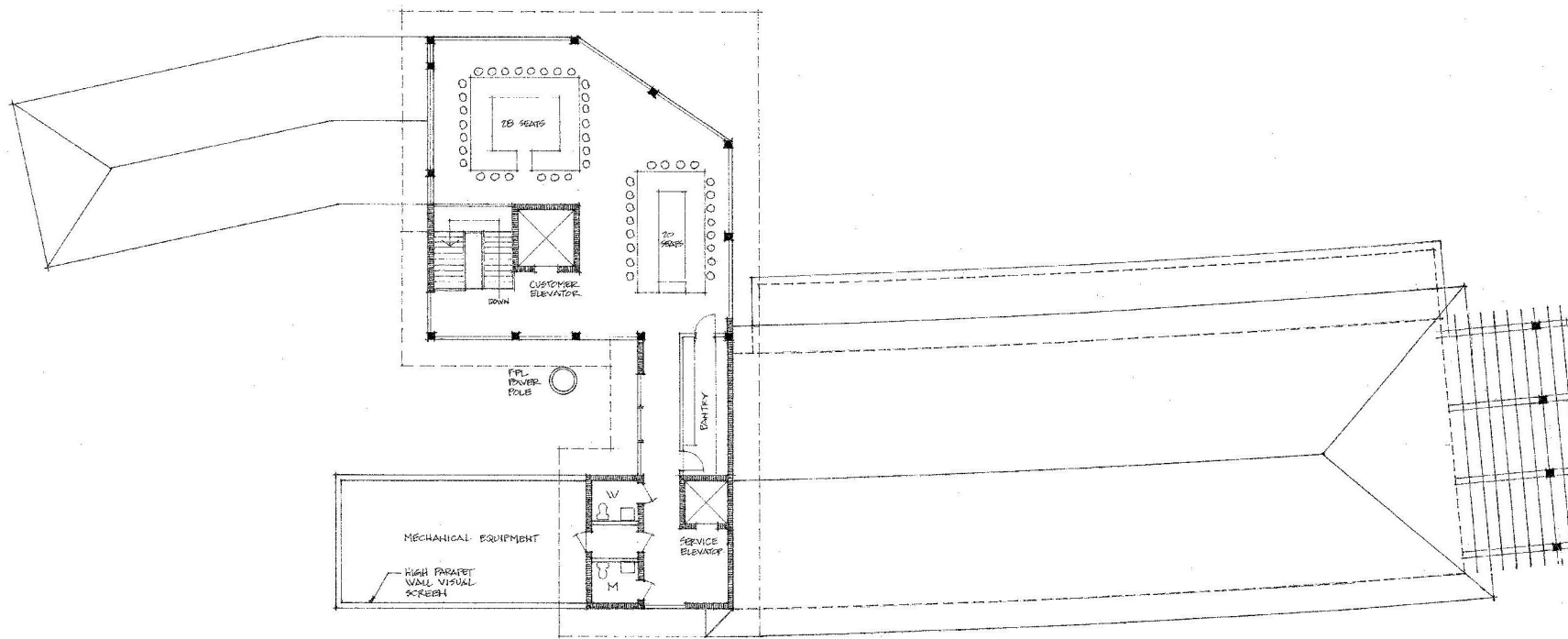
14 OCT 2018

14 OCT 2018

14 OCT 2018

FLOOR PLAN MAIN DINING LEVEL
 SCHEMATIC DESIGN
 NorthPoint • RESTAURANT
 STUART, FLORIDA

SD2.0
 SHEET 1 OF 4



NorthPoint - RESTAURANT SCALE: 1"=8'-0"

UPPER DECK BAR - MAX 48 SEATS

ROBERT BRITT
ARCHITECT INC.
STUART, FLORIDA 34995
P.O. BOX 983
772-287-9401 AR 0007014



DATE: 14 OCT 2018

NO.	DESCRIPTION
1	SCHEMATIC DESIGN
2	
3	
4	
5	
6	
7	
8	
9	
10	

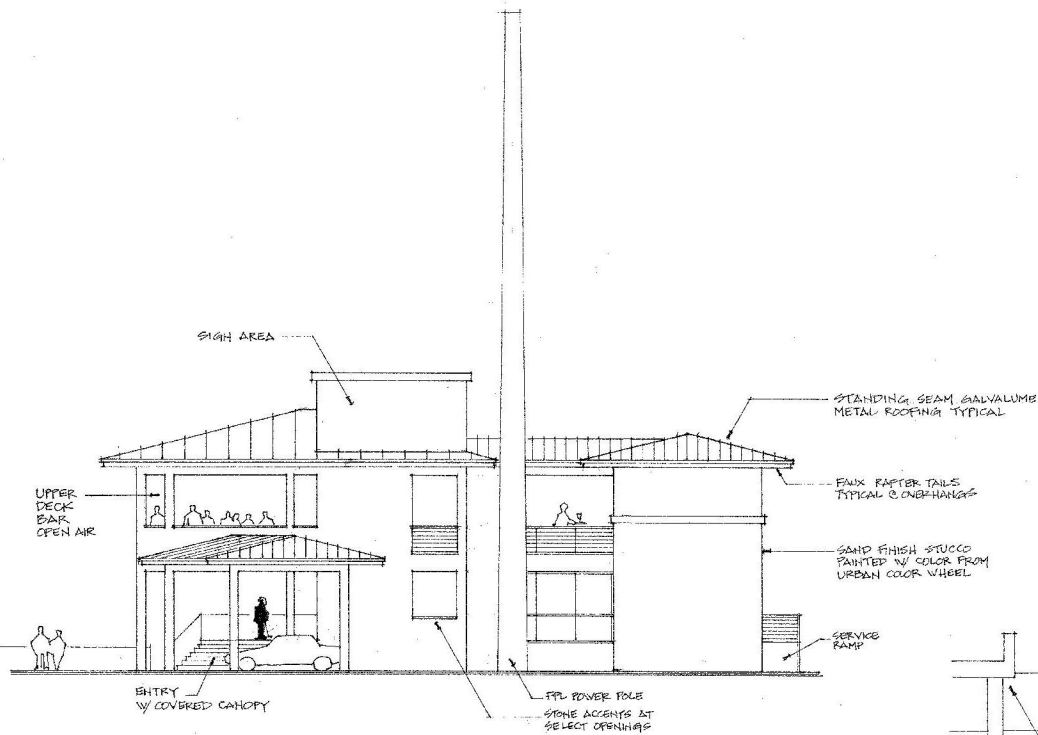
DATE: OCT 15 2018



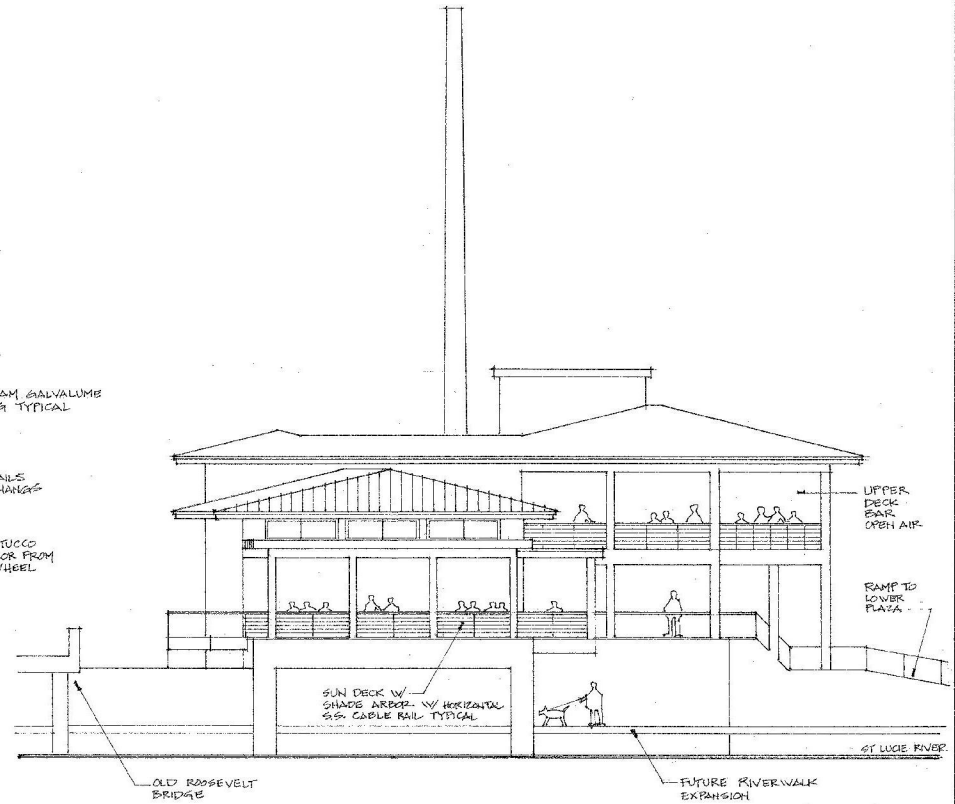
FLOOR PLAN UPPER DECK BAR
SCHEMATIC DESIGN
NorthPoint - RESTAURANT
STUART, FLORIDA

PROJECT: SD2.1

SHT 2 OF 4



FRONT ELEVATION • NORTHWEST
ENTRY CANOPY



REAR ELEVATION • SOUTHEAST
ST LUCIE RIVER

NorthPoint • Restaurant
SCALE: 1" = 8'-0"

ROBERT BRITT
ARCHITECT INC.
P.O. BOX 1500
STUART, FLORIDA 34955
772-287-5461 AR 000314 772-287-3835 FAX



TOTAL DATE: 14 OCT 2018

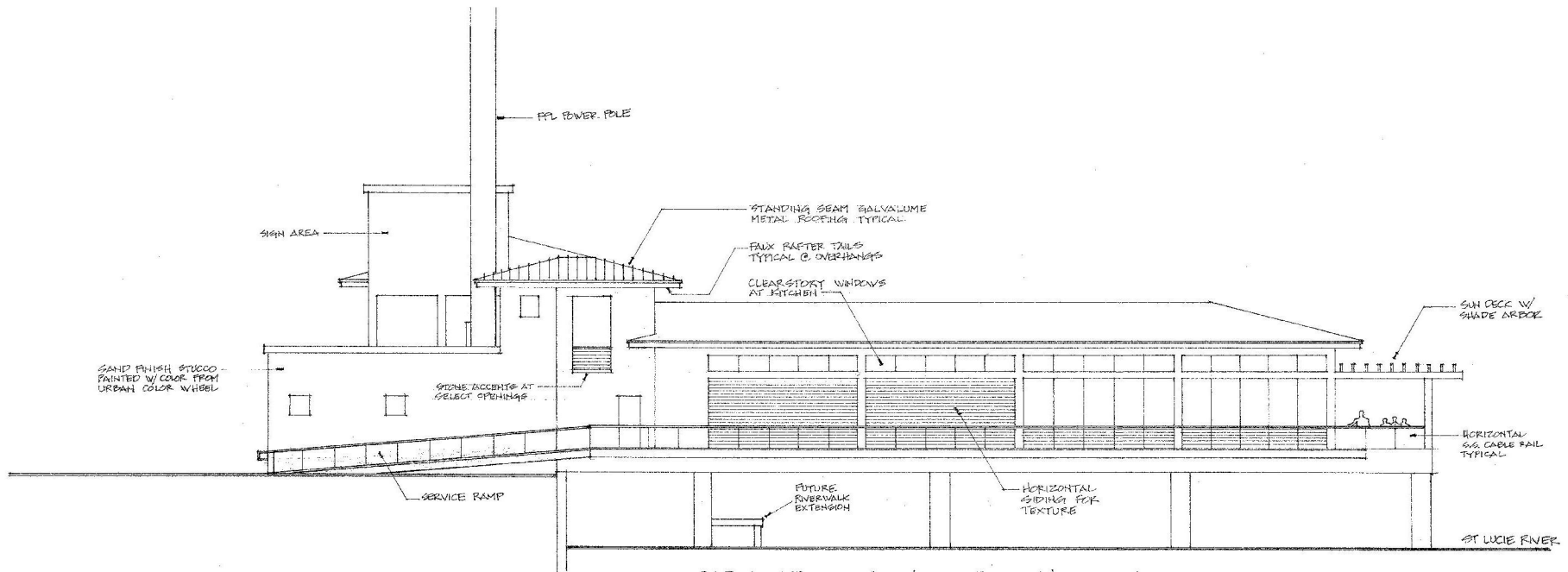
REVISIONS

DATE: 09 OCT 15 2018



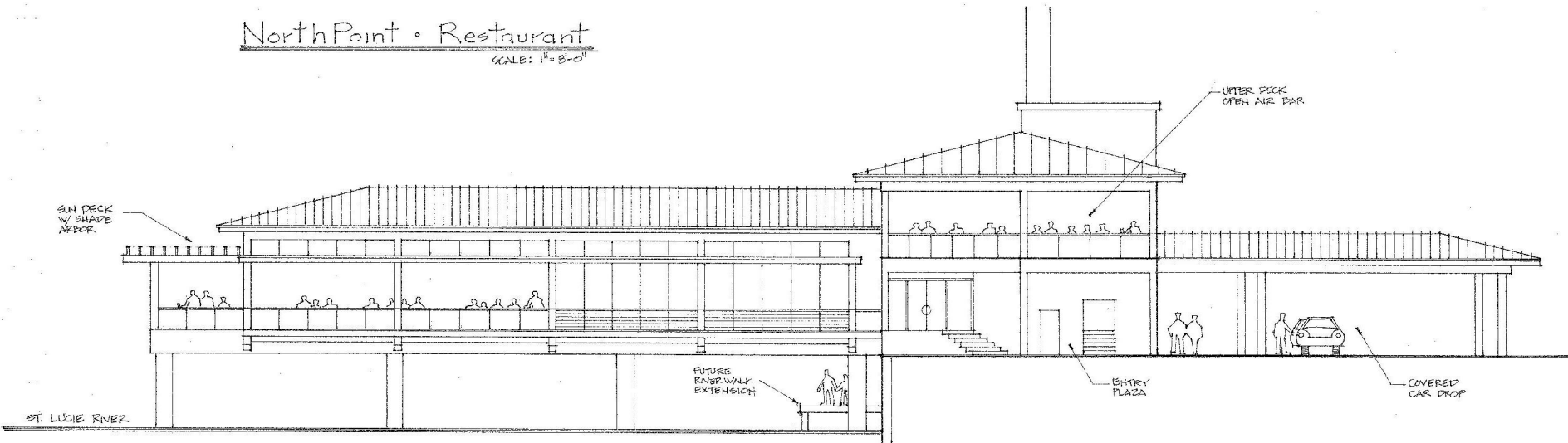
EXTERIOR BUILDING ELEVATIONS
SCHEMATIC DESIGN
NorthPoint • RESTAURANT
STUART, FLORIDA

SD2.2
SHEET 3 OF 4



SIDE ELEVATION • SOUTHWEST
VIEW FROM BRIDGE

NorthPoint • Restaurant
SCALE: 1" = 8'-0"



SIDE ELEVATION • NORTHEAST
VIEW FROM ST LUCIE RIVER

ROBERT BRITT
ARCHITECT
P.O. BOX 1809
STUART, FLORIDA 34955
772-287-9641
AR 060314 AR 060314



DATE: 14 OCT 2018

PROJECT:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

NO. 6

NO. 7

NO. 8

NO. 9

NO. 10

NO. 11

NO. 12

NO. 13

NO. 14

NO. 15

NO. 16

NO. 17

NO. 18

NO. 19

NO. 20

NO. 21

NO. 22

NO. 23

NO. 24

NO. 25

NO. 26

NO. 27

NO. 28

NO. 29

NO. 30

NO. 31

NO. 32

NO. 33

NO. 34

NO. 35

NO. 36

NO. 37

NO. 38

NO. 39

NO. 40

NO. 41

NO. 42

NO. 43

NO. 44

NO. 45

NO. 46

NO. 47

NO. 48

NO. 49

NO. 50

NO. 51

NO. 52

NO. 53

NO. 54

NO. 55

NO. 56

NO. 57

NO. 58

NO. 59

NO. 60

NO. 61

NO. 62

NO. 63

NO. 64

NO. 65

NO. 66

NO. 67

NO. 68

NO. 69

NO. 70

NO. 71

NO. 72

NO. 73

NO. 74

NO. 75

NO. 76

NO. 77

NO. 78

NO. 79

NO. 80

NO. 81

NO. 82

NO. 83

NO. 84

NO. 85

NO. 86

NO. 87

NO. 88

NO. 89

NO. 90

NO. 91

NO. 92

NO. 93

NO. 94

NO. 95

NO. 96

NO. 97

NO. 98

NO. 99

NO. 100

NO. 101

NO. 102

NO. 103

NO. 104

NO. 105

NO. 106

NO. 107

NO. 108

NO. 109

NO. 110

NO. 111

NO. 112

NO. 113

NO. 114

NO. 115

NO. 116

NO. 117

NO. 118

NO. 119

NO. 120

NO. 121

NO. 122

NO. 123

NO. 124

NO. 125

NO. 126

NO. 127

NO. 128

NO. 129

NO. 130

NO. 131

NO. 132

NO. 133

NO. 134

NO. 135

NO. 136

NO. 137

NO. 138

NO. 139

NO. 140

NO. 141

NO. 142

NO. 143

NO. 144

NO. 145

NO. 146

NO. 147

NO. 148

NO. 149

NO. 150

NO. 151

NO. 152

NO. 153

NO. 154

NO. 155

NO. 156

NO. 157

NO. 158

NO. 159

NO. 160

NO. 161

NO. 162

NO. 163

NO. 164

NO. 165

NO. 166

NO. 167

NO. 168

NO. 169

NO. 170

NO. 171

NO. 172

NO. 173

NO. 174

NO. 175

NO. 176

NO. 177

NO. 178

NO. 179

NO. 180

NO. 181

NO. 182

NO. 183

NO. 184

NO. 185

NO. 186

NO. 187

NO. 188

NO. 189

NO. 190

NO. 191

NO. 192

NO. 193

NO. 194

NO. 195

NO. 196

NO. 197

NO. 198

NO. 199

NO. 200

NO. 201

NO. 202

NO. 203

NO. 204

NO. 205

NO. 206

NO. 207

NO. 208

NO. 209

NO. 210

NO. 211

NO. 212

NO. 213

NO. 214

NO. 215

NO. 216

NO. 217

NO. 218

NO. 219

NO. 220

NO. 221

NO. 222

NO. 223

NO. 224

NO. 225

NO. 226

NO. 227

NO. 228

NO. 229

NO. 230

NO. 231

NO. 232

NO. 233

NO. 234

NO. 235

NO. 236

NO. 237

NO. 238

NO. 239

NO. 240

NO. 241

NO. 242

NO. 243

NO. 244

NO. 245

NO. 246

NO. 247

NO. 248

NO. 249

NO. 250

NO. 251

NO. 252

NO. 253

NO. 254

NO. 255

NO. 256

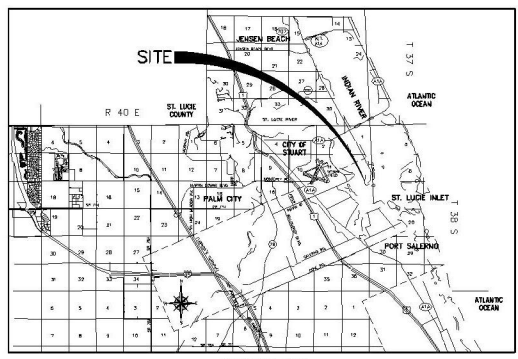
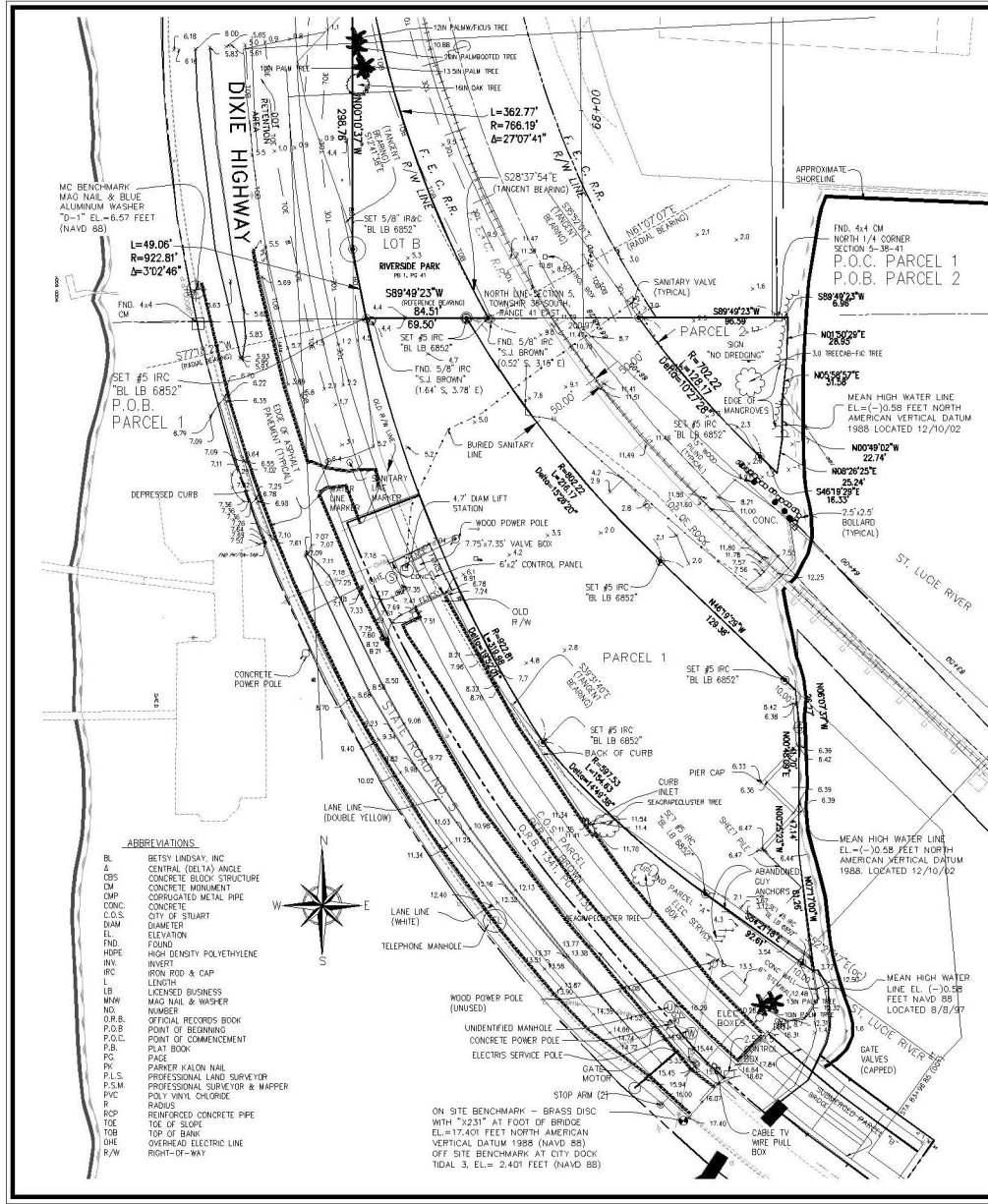
NO. 257

NO. 258

NO. 259

NO. 260

NO. 261



LEGAL DESCRIPTION
PARCEL 1
A PORTION OF GOVERNMENT LOT 3, SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 5; THENCE S89°49'23"W ALONG THE NORTH LINE OF SAID SECTION 5 FOR 285.48 FEET TO THE POINT OF BEGINNING; SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE NORTHEAST AND HAVING A TANGENT BEARING OF S29°43'31"E, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 927.81 FEET AND A CENTRAL ANGLE OF 105°07' TO AN INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND HAVING A TANGENT BEARING OF S39°07'40"E, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 587.53 FEET AND A CENTRAL ANGLE OF 14°49'36" TO A POINT OF TANGENCY; THENCE S89°49'23"W FOR 90.61 FEET TO A POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE OF THE ST. LUCIE RIVER; THENCE ALONG THE MEAN HIGH WATER LINE FOR THE FOLLOWING FOUR (4) COURSES: (1) S01°07'29"W FOR 47.14 FEET; (2) N02°02'33"W FOR 47.14 FEET; (3) S02°02'33"W FOR 47.14 FEET; (4) N02°02'33"W FOR 47.14 FEET TO AN INTERSECTION WITH A LINE BEING 50.00 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL TO THE CENTERLINE OF RAILROAD TRACKS AS Laid OUT AND IN USE 12/15/02; THENCE NORTHERLY ALONG SAID PARALLEL LINE FOR THE FOLLOWING TWO (2) COURSES: (1) N01°26'25"E FOR 129.38 FEET TO A POINT OF CURVATURE WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 802.22 FEET AND A CENTRAL ANGLE OF 19°26'20" TO 216.17 FEET TO AN INTERSECTION WITH THE WEDGECORNER NORTH LINE OF SECTION 5; THENCE S89°49'23"W FOR 6.96 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 0.710 SQUARE FEET OR 0.26 ACRES MORE OR LESS
AND TOGETHER WITH
PARCEL 2
A PORTION OF GOVERNMENT LOT 3, SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGIN AT THE NORTH 1/4 CORNER OF SAID SECTION 5; THENCE S89°49'23"W ALONG THE NORTH LINE OF SAID SECTION 5 FOR 16.96 FEET TO AN INTERSECTION WITH THE ARC OF A CIRCULAR CURVE BEING 50.00 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL TO THE CENTERLINE OF RAILROAD TRACKS AS Laid OUT AND IN USE 12/15/02; AND HAVING A TANGENT BEARING OF S39°07'40"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID PARALLEL CURVE HAVING A RADIUS OF 782.22 FEET AND A CENTRAL ANGLE OF 107°28' FOR 198.17 FEET TO A POINT OF TANGENCY; THENCE S89°49'23"W FOR 16.33 FEET TO AN INTERSECTION WITH THE MEAN HIGH WATER LINE OF THE ST. LUCIE RIVER; THENCE MEASURER ALONG SAID MEAN HIGH WATER LINE FOR THE FOLLOWING FOUR (4) COURSES: (1) S01°07'29"W FOR 47.14 FEET; (2) N02°02'33"W FOR 47.14 FEET; (3) S02°02'33"W FOR 47.14 FEET; (4) N02°02'33"W FOR 47.14 FEET TO AN INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID SECTION 5; THENCE S89°49'23"W FOR 6.96 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 0.010 SQUARE FEET MORE OR LESS.
SAID PARCELS BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND DEDICATIONS

- SURVEYOR'S NOTES**
1. BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, REFERENCE THE NORTH AMERICAN DATUM OF 1983/2007 ADJUSTED (N.A.D. 83/07), FLORIDA EAST ZONE, U.S. SURVEY FEET, REFERENCE A BEARING OF S89°49'23"W ALONG THE SOUTH LINE OF LOT B.
 2. ELEVATIONS AS SHOWN HEREON REFERENCE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88), REFERENCE NATIONAL GEODETIC SURVEY MARTIN COUNTY BENCHMARK "X 231" ELEVATION = 17.40 FEET AND MARTIN COUNTY BENCHMARKS "D-2", ELEVATION = 5.00 FEET AND "D-1", ELEVATION = 6.57 FEET. ELEVATIONS AS SHOWN HAVE BEEN MEASURED TO AN ESTIMATED VERTICAL POSITIONAL ACCURACY OF 0.10 FEET. TO CONVERT FROM NAVD88 TO NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD 29) ADD 1.49 FEET TO NAVD 88 ELEVATIONS.
 3. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
 4. THIS SURVEY IS BASED ON A CLOSED GEOMETRIC FIGURE EXCEEDING A HORIZONTAL CLOSURE OF 1:10,000.
 5. WELL-IDENTIFIED FEATURES IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 0.10 FEET.
 6. THERE WAS NO ATTEMPT TO LOCATE ANY SUBSURFACE FOUNDATIONS.
 7. NO UNDERGROUND UTILITIES WERE LOCATED OR SHOWN HEREON.
 8. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.
 9. THIS SURVEY WAS DONE IN THE FIELD UTILIZING GLOBAL POSITIONING SYSTEM (GPS) WITH REAL TIME KINEMATIC (RTK). ALL DISTANCES GIVEN ARE GRID DISTANCES. THE SCALE FACTOR IS 1.000070.

SYMBOL LEGEND

- × 15.26 FIELD LOCATED POINT WITH ELEVATION
- ☼ FIRE HYDRANT
- ☼ SANITARY VALVE
- ☼ GATE VALVE
- ☼ SANITARY MANHOLE
- ☼ WATER METER
- ☼ WATER VALVE
- ☼ WIRING PULL BOX
- ☼ SPOOT
- ☼ BACK FLOW PREVENTOR
- ☼ CURB INLET

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE "TOPOGRAPHIC SURVEY" AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND CHARGE ON OCTOBER 8, 2018 AND SAID "TOPOGRAPHIC SURVEY" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "TOPOGRAPHIC SURVEY" COMPLIES WITH THE STANDARDS OF PRACTICE FOR "TOPOGRAPHIC SURVEY" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY, INC.
SURVEYING AND MAPPING

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772) 286-5763 (772) 286-5833 FAX
LICENSED BUSINESS NO. 6852

DATE	REVISIONS
10/08/2018	1

SCALE: 1" = 40'

FIELD BK: STUART 38

DRAWN BY: C.B.

CHECKED BY: E.A.L.

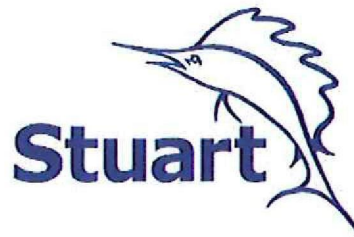
NORTH POINT DEVELOPMENT
MARTIN COUNTY, FLORIDA

TOPOGRAPHIC SURVEY
CAPTEC ENGINEERING, INC.

SHEET NO. 1
OF 1 SHEETS
PROJECT NO. 18-101

North Point Development
Project No. 1767

TRAFFIC STATEMENT



PREPARED FOR:
CITY OF STUART

PREPARED BY:

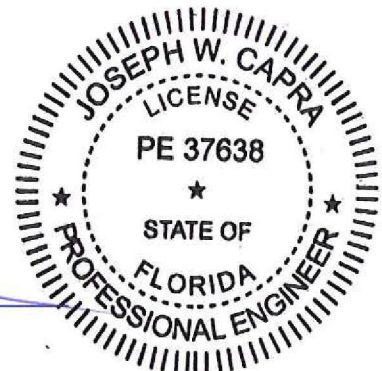


Engineering Business # EB-0007657

Joseph W. Capra, P.E.
Florida P.E. License # 37638

CAPTEC Engineering, Inc.
301 NW Flagler Avenue
Stuart, Florida 34994
(772) 692-4344


October 8, 2018





**NORTH POINT DEVELOPMENT
STUART, FLORIDA**



TRAFFIC STATEMENT

This Traffic Statement is being submitted as part of an application submittal to the City of Stuart. The site is located on the east side of County Road 707 just north of the old Roosevelt Bridge in the City of Stuart, Martin County, Florida.

The project consists of (2) buildings with office, retail and restaurant, roadway, parking, walkways, and associated stormwater management, drainage, paving, grading, and utility improvements.

PROJECT DESCRIPTION

The proposed development is an Institute of Transportation Engineers (ITE) Land Use Code # 710: Office, # 820: Retail and # 931: Restaurant.

PROJECT TRAFFIC

The ITE Trip Generation Manual 9th Edition was utilized to calculate the proposed trips:

Description/ITE Code	Units	ITE Vehicle Trip Generation Rates								Proposed Units
		Weekday	AM	PM	Pass-By	AM In	AM Out	PM In	PM Out	
General Office 710	KSF ²	9.74	1.47	1.42	10%	88%	12%	18%	82%	27.3
Shopping Center 820 Rate	KSF ²	37.75	3.00	4.21	48%	54%	46%	50%	50%	2.2
Quality Restaurant 931	Seats	2.60	0.15	0.29	44%	80%	20%	61%	39%	221.0

Total Generated Trips			Total Distribution of Generated Trips					
Daily	AM Hour	PM Hour	AM In	AM Out	Pass-By	PM In	PM Out	Pass-By
266	40	39	32	4	4	6	29	4
83	7	9	2	2	3	2	2	4
575	33	64	15	4	15	22	14	28
924	80	112				31	45	37

CONCLUSION

Therefore, this analysis reveals that the proposed project will generate:

- 924 Daily trips, 80 AM peak hour trips, 112 PM peak hour trips

The greatest peak hour peak direction is 45 PM exiting trips. Based upon our preliminary review, potential trip distribution analysis would be above the City of Stuart LDR Sec 4.05.02 threshold for de minimus (20 trips) and the project will require a more detailed traffic study as part of development approval, which can be provided during the final design submittals.

Please refer to the site plan and civil design plans for the site location map and adjacent roadway network.

END OF TRAFFIC STATEMENT

North Point Development

SR 707, Stuart FL 34994

Project No. 1767

Drainage Statement:

INTRODUCTION

The following drainage statement is for the proposed North Point Development, located in the City of Stuart within Martin County, Florida. The intent of the proposed project is to construct a three story office building, a restaurant, and associated parking, paving, drainage and utility infrastructure.

SITE LOCATION AND DESCRIPTION

The project site is approximately 3.33 acres and is located in Section 32, Township 37S, Range 41E in Stuart, Martin County, Florida. The project site is bordered by SR 707 (Dixie Highway) to the west, Florida East Coast (FEC) Railroad to the east, and the St. Lucie River to the south. See *Exhibit 1*.

The soil survey of Martin County, Florida states the only surface soil type on-site is 36 – Arenets, 0 to 2 percent slopes. Enclosed is a copy of the USDA Soil Survey Map. See *Exhibit 2*.

DRAINAGE

Stormwater from the proposed site will drain into a system of storm drains and pipes equipped with an exfiltration system on-site, eventually flowing into the existing SR 707 retention area north of the project.

The required water quality treatment volume is 0.42 Ac-Ft, based on the South Florida Water Management District's required 2.5 inches over the percent net impervious. Approximately 695 linear feet of exfiltration system will be installed containing 0.47 Ac-Ft of storage.

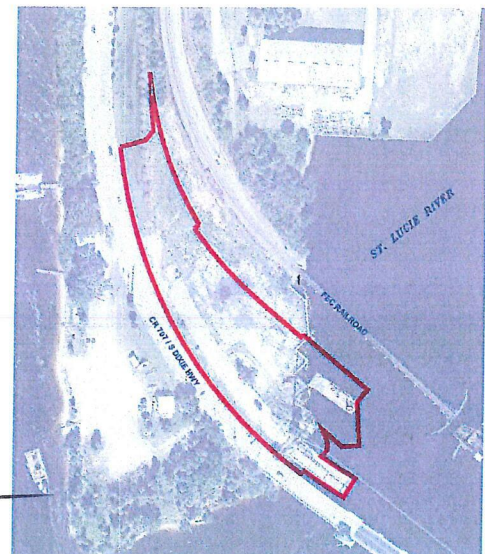
The 100-year 3-day zero discharge peak stage is 11.30 ft.-NAVD and the minimum proposed finished floor elevation is 17.00 ft.-NAVD.

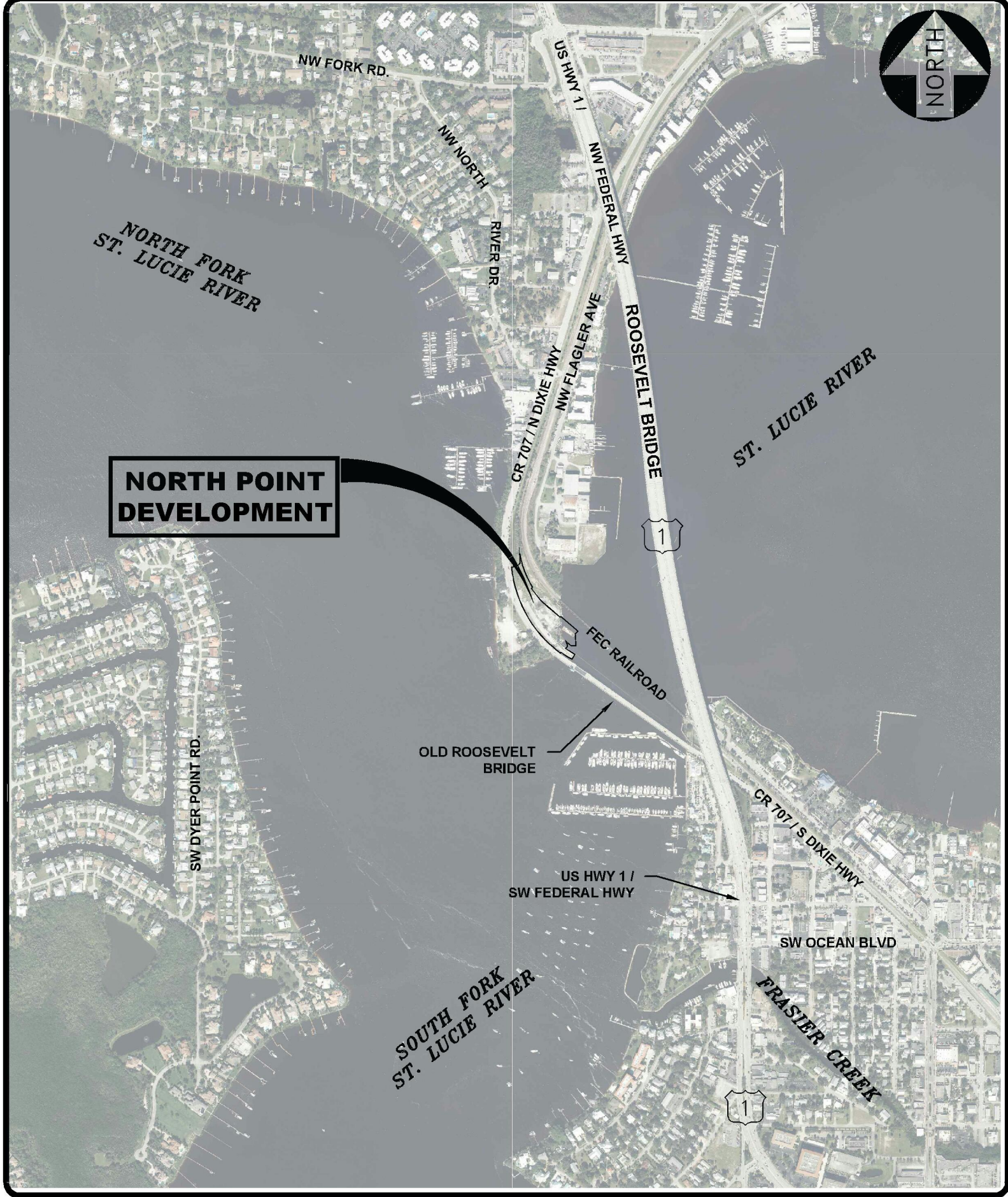
See *Exhibits 3-5* for drainage calculations.



PREPARED BY:
Joseph Capra, P.E. #37638
CAPTEC Engineering, Inc.
301 NW Flagler Avenue
Stuart, Florida 34994
(772) 692-4344
EB-0007657
November 14, 2018


Joseph W. Capra, P.E., 37638

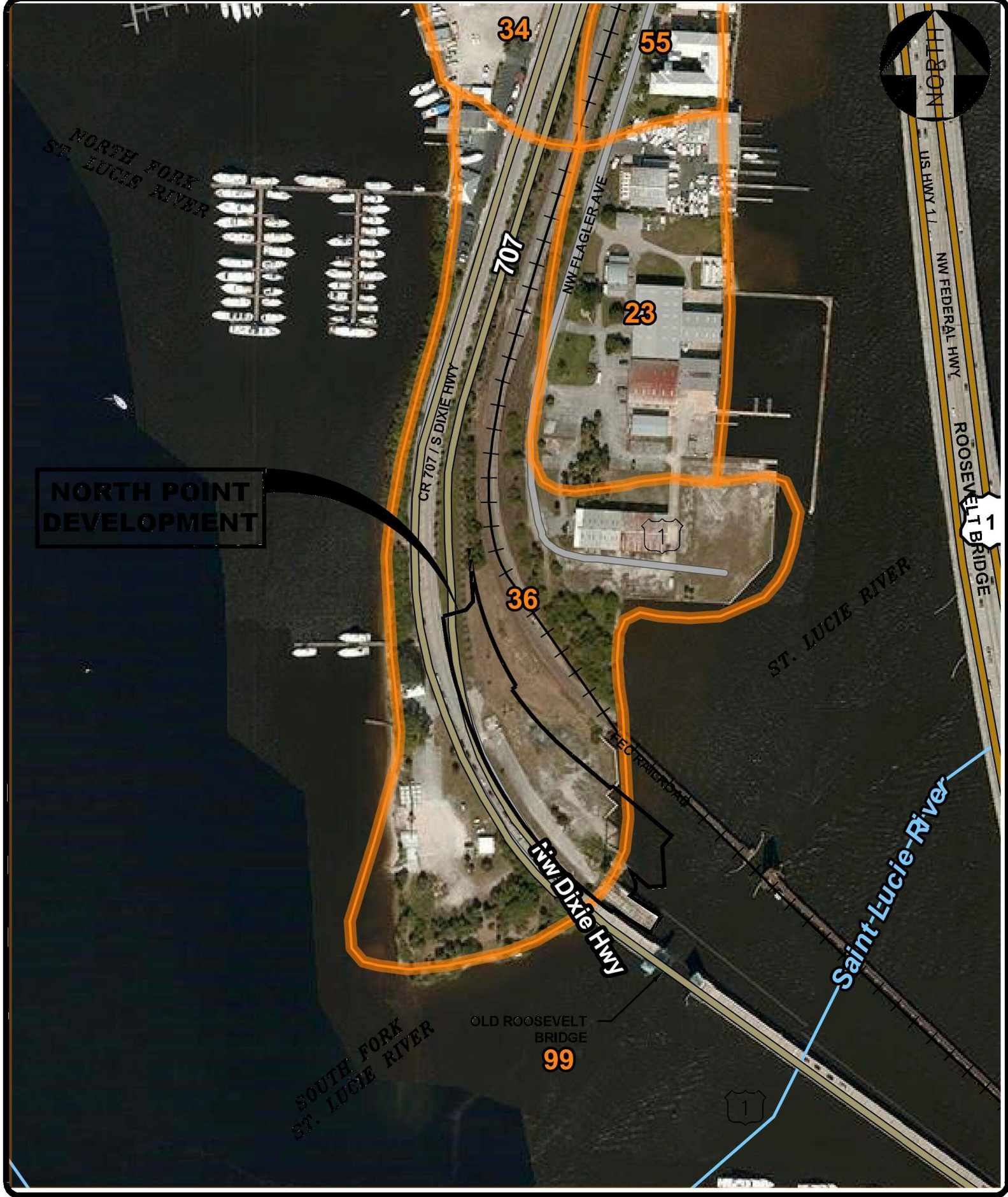




• 301 NW Flagler Ave
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341

02252019 CCM
Engineering Business
No. EB-0007657

EXHIBIT 1 - LOCATION MAP
1767 - North Point Development





Site Data

Calculate Basin Area

Total Site Area = **3.33 Ac.**

River Area = **0.60 Ac.**

Total Proposed Developed Basin Area = 2.73 Ac.

Calculate Impervious Area

Buildings = **0.46 Ac.**

Pavement/Curb/Sidewalks = **1.67 Ac.**

Total Impervious Area = 2.13 Ac.

Total Pervious Area = 0.60 Ac.

Calculate CN

The proposed DCIA area = **0.46 Ac.**

Remaining Site Area = **2.27 Ac.**

Land Type	Hydrologic Soil Group	Area	CN
Pervious	A	0.60 Ac.	39
DCIA Area		0.46 Ac.	98
NonDCIA Area	61%	1.67 Ac.	
Total Composite CN			64



Water Quality Storage

South Florida Water Management District

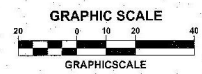
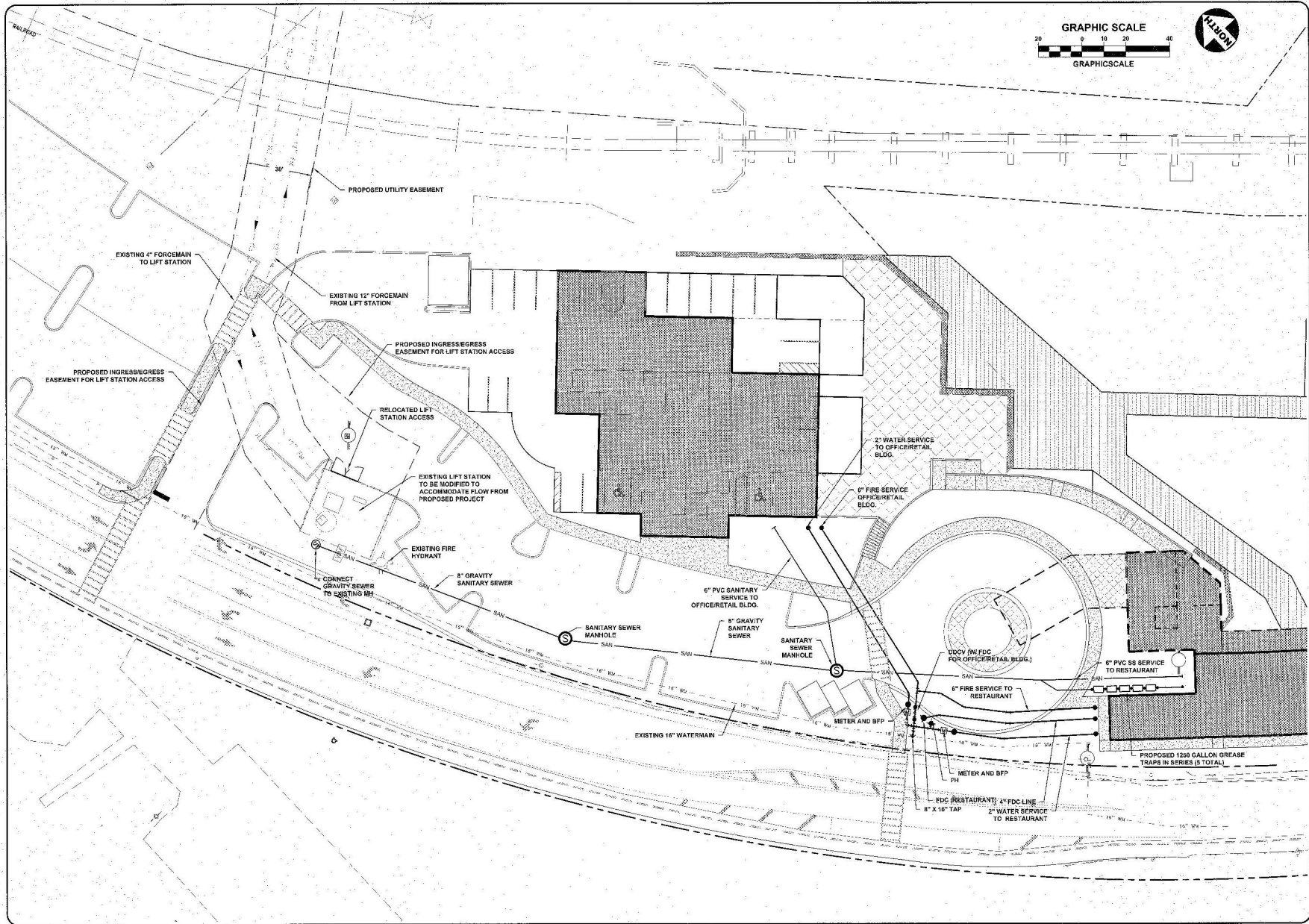
1.) Required Water Quality Treatment Volume

- a) First inch of runoff
 $V_a = 2.73 * 1 \text{ In.} * (1 \text{ Ft./12 In.}) = \mathbf{0.23 \text{ Ac.-Ft.}}$
- b) Runoff from 2.5 * % net impervious
 $\text{Runoff} = 2.5 * (\text{Impervious Area}) / (\text{Basin-Bldg. Area-Lake Area})$
 $= 2.5 * (1.71 / (2.73 - 0.41 - 0)) = \mathbf{1.85 \text{ In.}}$
 $V_b (\text{sfwmd}) = (2.73) * 1.85 * (1 \text{ Ft./12 In.}) = \mathbf{0.42 \text{ Ac.-Ft.}}$
- c) Since $V_b (\text{sfwmd}) > V_a$ the water quality volume required = $\mathbf{0.42 \text{ Ac.-Ft.}}$

2.) Provided Water Quality Treatment Volume

Wet Retention (Exfiltration) *	=	0.47 Ac.-Ft.	100% Required	=	0.47 Ac.-Ft.
			Total		0.47 Ac.-Ft.

	Elevation (NGVD)	
	Required	Provided
Finished Floor (100 yr. 3 day zero discharge)	11.30	17.00



301 NW Florida Ave.
Stuart, Florida 34954
Phone: (772) 992-4244
Fax: (772) 992-4244

Capitol

Civil Engineering Professionals

No. 02-900987

DATE:	11/14/2018
DRAWN BY:	W.A.
CHECKED BY:	W.A.
PROJECT NO.:	1767
DATE:	11/14/2018
SCALE:	AS SHOWN
CADD FILE:	

NO.	DATE	BY	REVISIONS

SCALE VERIFICATION

1" = 10' (AS SHOWN)

SOLID BAR IS EQUAL TO ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY.

NORTH POINT DEVELOPMENT

City of Stuart, Florida

UTILITIES PLAN

TERESA L. ANDRE
301 N.W. Flagler Ave.
Stuart, Florida 34954
P.E. No. 54685

Teresa Andre

NOV 14 2018

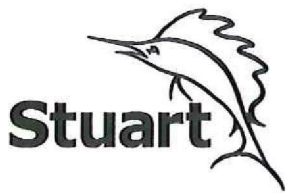
Printed Date:

JOB No. **1767**

SHEET

4 OF **4**

P:\3010767 - North Point Development\DWG\1767-04 UTILITIES.dwg, UTILITY, 11/14/2018 4:41:17 PM



City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994
development@ci.stuart.fl.us
(772) 288-5326

Received by: _____
Reviewed by: _____
Approved by: _____

Application for Urban Code Conditional Use Permit

Project ID# _____
(Staff Entry)

Pre-App Conference Date: September 27, 2018	Application Date: October 15, 2018
Project Name: North Point Development	
Parcel ID#05-38-41-000-000-00031-0 & Parcel ID#05-38-41-000-000-00030-7	Project Address:
Zoning/CRA Sub-district:	
Subdivision: N/A	Lot(s): N/A
Fee: \$1,536.00 – Major Urban Code Conditional Use Permit (Community Redevelopment Board and City Commission Approval) Fee: \$512.00 – Minor Urban Code Conditional Use Permit (Community Redevelopment Board) (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)	
A <u>Minor Urban Code Conditional Use Permit</u> shall be required for relief from the following regulations of the urban code; paint colors; public art, and architectural materials.	
A <u>Major Urban Code Conditional Use Permit</u> shall be required for relief from the following regulations of the urban code; density, permitted uses, setbacks, location of parking, location of buildings and structures, conflicts with utilities, curb cuts, historic buildings, pitched roofs in the old downtown district, number of stories, building height not to exceed 45 feet, parking located within a building envelope, location of a formula business, and architectural requirements.	
Submittal Requirements: A completed application form, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, the payment of fees, and pertinent information per application type 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 Community Redevelopment Board (CRB) public hearing followed by a recommendation to the City Commission.	
Justification: Please provide justification supporting the request for an Urban Code Conditional Use Permit (include additional pages if needed).	

(over)

General Information

General Information

(Please Print or Type)

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

Name:	Richard C. Geisinger, Jr.
Title:	Manager
Company:	North Stuart Acquisitions & Development, LLC
Company Address:	54 NW Dixie Highway
City/State/Zip Code:	Stuart, Florida 34994
Telephone Number:	(772) 215-1094
Facsimile Number:	N/A
Email Address (optional):	richardgeisingerjr@gmail.com

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

Name:	Joseph W. Capra, P.E.
Title:	President
Company:	CAPTEC Engineering, Inc.
Company Address:	301 NW Flagler Avenue
City/State/Zip Code:	Stuart, Florida 34994
Telephone Number:	(772) 692-4344
Facsimile Number:	(772) 692-4341
Email Address (optional):	jcapra@gocaptec.com ; tandre@gocaptec.com ; kkrumbholz@gocaptec.com

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

Name:	Richard C. Geisinger, Jr.
Title:	Manager
Company:	North Stuart Acquisitions & Development, LLC

02252019 CCM

Company Address:	54 NW Dixie Highway
City/State/Zip Code:	Stuart, Florida 34994
Telephone Number:	(772) 215-1094

Facsimile Number: N/A

Email Address (optional):
richardgeisinger@gmail.com

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

4. Signed this 10th day of October, 2018.

North Stuart Acquisitions & Development, LLC

Richard C. Geisinger, Jr.

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

State of Florida, Martin County The foregoing instrument was acknowledged before me on this 10th day of October by Richard C. Geisinger, Jr. who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Getty E. Marino
Notary Signature

Commission expires: 12.22.18



GETTY E. MARINO
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF185114
Expires 12/22/2018

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/25/2019

Prepared by: bhogarth

Title of Item:

ENDANGERED SPECIES ACT; BA#5 (RC):

RESOLUTION No. 24-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING BUDGET AMENDMENT #5 TO THE 2018-2019 STORMWATER FUND AUTHORIZING A \$12,000.00 TRANSFER FROM STORMWATER FUND BALANCE TO GENERAL FUND, FOR THE PURPOSES OF A CONTRIBUTION TO THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

In December of 2018, Martin County entered into an agreement with Estuarine, Coastal and Ocean Science, Inc. as a consultant and for professional services for the purpose of petitioning the U.S. Fish & Wildlife Service for listing of endangered species of the St. Lucie River. The contract has a total listed value of \$121,520.00 for relevant services to be rendered.

During its January 22, 2019 special meeting workshop, the City Commission discussed the appropriation of \$12,000.00 from its FY 2018-2019 stormwater fund as a municipal contribution to Martin County for its consultant services relating to the Endangered Species Act petition.

Funding Source:

Stormwater Fund Balance \$12,000.00
Transfer to General Fund \$12,000.00

General Fund – Transfer from Other Funds \$12,000.00
City Commission – Grants to Other Governments \$12,000.00

Recommended Action:

Recommend approval of budget amendment

ATTACHMENTS:

	Description	Upload Date	Type
▣	Resolution 24-2019 BA#5 Stormwater Fund for Endangered Species Act	2/19/2019	Resolution add to Y drive
▣	R24-2019 BA#5 MC Consultants Agreement for Endangered Species Act	2/19/2019	Attachment



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

RESOLUTION NUMBER 24-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING BUDGET AMENDMENT #5 TO THE 2018-2019 STORMWATER FUND AUTHORIZING A \$12,000.00 TRANSFER FROM STORMWATER FUND BALANCE TO GENERAL FUND, FOR THE PURPOSES OF A CONTRIBUTION TO THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The 2018-2019 Year Budget of the Stormwater Fund of the City of Stuart, Florida, being Resolution No. 24-2019 of the City Commission of the City of Stuart, Florida, as amended, hereinafter the "Budget," is hereby further amended, as follows:

FROM:	Stormwater Fund Balance	\$12,000.00
	Transfer to General Fund	\$12,000.00
TO:	General Fund – Transfer from Other Funds	\$12,000.00
	City Commission – Grants to Other Governments	\$12,000.00

This is an authorization of the City Commission of the City of Stuart, Florida authorizing Budget Amendment #5 to the FY 2018-2019 Annual Budget to appropriate and transfer funds to Martin County for allocation towards research and other professional services outlined in agreement with Estuarine, Coastal and Ocean Science, Inc. for the purpose of petitioning the U.S. Fish & Wildlife Service for listing of endangered species of the St. Lucie River.

SECTION 2: Except as amended hereby, the FY 2018-2019 Annual Budget shall remain in full force and effect.

SECTION 3: 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:

REBECCA S. BRUNER, MAYOR
EULA R. CLARKE, VICE MAYOR
KELLI GLASS LEIGHTON, COMMISSIONER
MERRITT MATHESON, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2019.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY



**AGREEMENT BETWEEN COUNTY AND CONSULTANT
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, effective this 18th day of December in the year, 2018, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONSULTANT: Estuarine, Coastal and Ocean Science, Inc.
(hereinafter CONSULTANT) 5920 First Street, SW
 Vero Beach, FL 32968

Contract Name: Petition to the U.S. Fish & Wildlife Service for
 Listing of Endangered Species of the St. Lucie River

In accordance with the terms further described on Exhibit A (attached):

Total Contract Value: \$121,520.00

Section 1	Scope of Services
Section 2	Term
Section 3	County's Responsibilities
Section 4	Payments to Consultant
Section 5	Consultant's Project Team
Section 6	Independent Contractor Relationship
Section 7	Conflict of Interest
Section 8	No Contingency Fees
Section 9	Notices
Section 10	Waiver of Claim
Section 11	Indemnification
Section 12	Insurance
Section 13	Dispute
Section 14	Licenses
Section 15	Termination
Section 16	Suspension
Section 17	Materials
Section 18	Miscellaneous
Exhibit A	Scope of Services

SECTION 1 SCOPE OF SERVICES

1.1 Basic Scope of Services

The Basic Scope of Services has been agreed to by the parties, and is attached hereto and incorporated herein by reference as Exhibit A. The CONSULTANT shall provide Services for the COUNTY in all phases of the Project to which this AGREEMENT applies as hereinafter provided and within the schedule set forth in Exhibit A. The CONSULTANT shall perform any and all Services in a timely, efficient and cost effective manner and in accordance with the generally accepted standards of the applicable profession.

The COUNTY is selecting CONSULTANT as of this day, to provide services in connection with the Project in accordance with the provisions of this Agreement, applicable state codes and municipal ordinances, and in accordance with the Request for Qualifications (RFQ) document, and any and all addenda, modifications and revisions thereto.

1.2 Notice to Proceed

The CONSULTANT shall commence work within ten (10) days after receiving a Purchase Order or Notice to Proceed unless indicated otherwise.

SECTION 2 TERM

The term of this AGREEMENT shall commence on the date of execution of this AGREEMENT by the COUNTY and continue through approval of the final reports by the COUNTY. It is also agreed that the COUNTY shall have an option for extension of this AGREEMENT, as necessary to complete the services or to provide additional services.

SECTION 3 COUNTY'S RESPONSIBILITIES

3.1 Information Pertinent to the Project

The COUNTY shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project (including previous reports and any other relevant documents and data relative to the Project). The CONSULTANT is ultimately responsible for satisfying itself as to accuracy of any data provided, and, furthermore, the CONSULTANT is responsible for bringing to the COUNTY's attention, for the COUNTY's resolution, any material inconsistencies or errors in such data which come to the CONSULTANT's attention.

3.2 Access to Property

The COUNTY shall arrange for access to, and make provisions for, the CONSULTANT to enter upon public and private property (where required) as necessary for the CONSULTANT to perform its Services upon the timely written request of CONSULTANT to COUNTY.

3.3 Examination

The COUNTY shall examine any and all studies, reports, and other documents presented by the CONSULTANT, and render, in writing, decisions pertaining thereto within a reasonable time.

3.4 No Warranty by COUNTY

Approval by the COUNTY of any of the CONSULTANT's work products of any nature whatsoever furnished hereunder, shall not in any way relieve the CONSULTANT of responsibility for the technical accuracy and adequacy of the work. Neither the COUNTY's review, approval or acceptance of, or payment for, any of the Services furnished under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT. The CONSULTANT shall be and remain liable in accordance with all applicable laws for all damages to the COUNTY caused by the negligent performance by the CONSULTANT or any Specialty

3.5 Extension of Time

3.5.1 Notice of Extension of Time

The COUNTY shall give prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any development that affects the timing or delivery of the CONSULTANT's Services. If the CONSULTANT has been delayed in completing its Services through no fault or negligence of either the CONSULTANT or any Specialty Consultant, and, as a result, will be unable complete timely performance fully and satisfactorily under the provisions of this AGREEMENT, then the CONSULTANT shall promptly notify the COUNTY. At the COUNTY's sole discretion, and only upon the previous submittal to the COUNTY of evidence of the causes of the delay, the COUNTY may grant the CONSULTANT an extension of its Project schedule equal to the period the CONSULTANT was actually and necessarily delayed, subject to the COUNTY'S rights to change, terminate, or stop any or all of the Services at any time in accordance with this Agreement.

3.5.2 Force Majeure

The CONSULTANT shall not be considered in default for a failure to perform if such failure arises out of causes reasonably beyond the CONSULTANT's control and through no fault or negligence of the CONSULTANT. The parties acknowledge that adverse weather conditions (as defined by comparison to 10 year historical average), acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this AGREEMENT. If

such conditions and circumstances do in fact occur, then the COUNTY and CONSULTANT shall mutually agree, in writing, to the modifications to be made to this AGREEMENT.

3.6 County Project Manager

The COUNTY reserves the right to appoint a Project Manager for this Project. The Project Manager shall issue all written authorizations to the CONSULTANT that the Project may require, or that may otherwise be defined or referred to in this AGREEMENT. The Project Manager shall also:

- A. act as the COUNTY's agent with respect to the Services rendered hereunder;
- B. transmit instructions to and receive information from the CONSULTANT;
- C. communicate the COUNTY's policies and decisions to the CONSULTANT regarding the Services;
- D. determine, initially, whether the CONSULTANT is fulfilling its duties, responsibilities, and obligations hereunder; and
- E. determine, initially, the merits of any allegation by the CONSULTANT respecting the COUNTY's non-performance of any Project obligation.

All determinations made by the Project Manager, as outlined above, shall be final and binding upon the CONSULTANT, but shall not be binding upon the CONSULTANT in regard to general appearances before or appeals to the COUNTY, or appearances before or appeals to a court of competent jurisdiction.

SECTION 4 PAYMENTS TO CONSULTANT

4.1 General

4.1.1 The COUNTY will pay the CONSULTANT for the Services as detailed in each of the CONSULTANT's invoices ("Invoices"), in accordance with the Contract and Section 218, Fla. Stat.

4.1.2 The CONSULTANT fully acknowledges and agrees that if at any time it performs Services which have not been fully negotiated, reduced to writing and formally executed by both the COUNTY and CONSULTANT, then the CONSULTANT shall perform such Services without liability to the COUNTY, and at the CONSULTANT's own risk.

4.2 Method of Payments by COUNTY

4.2.1 For Basic Scope of Services, CONSULTANT shall submit invoices in a form approved by the COUNTY.

4.3 Time of Payment

The COUNTY shall pay CONSULTANT for Services and expenses pursuant to Florida Statute after receipt of the CONSULTANT's invoice. Any portion of an invoice that is objected to or questioned by the COUNTY shall not be considered due for the purposes of this Section. To the extent the COUNTY does not pay CONSULTANT the total amount invoiced, the COUNTY shall provide the CONSULTANT a written explanation of the objection along with any amount paid on that invoice or in lieu of payment if the objection is to the entire amount invoiced.

4.4 Scope, Cost and Fee Adjustment

4.4.1 General

The COUNTY may at any time notify the CONSULTANT of requested changes to the Scope of Basic Services as set forth in Exhibit A to this AGREEMENT. The notification shall state the Scope modification and an adjustment of the cost estimate and fee specified in Exhibit A to reflect such modification. The CONSULTANT and the COUNTY understand that, unless the cost and fee adjustment is within a previously approved budget, any change to the Scope of Basic Services must be approved or authorized by the COUNTY. Duties, responsibilities and limitations of authority of the CONSULTANT shall not be restricted, modified or extended without written agreement of the COUNTY and the CONSULTANT.

4.4.2 Scope Reduction

The COUNTY shall have the sole right to reduce (or eliminate, in whole or in part) any portion of the Scope of Services for the overall Project at any time and for any reason, upon written notice to the CONSULTANT specifying the nature and extent of the reduction.

4.5 Final Payment

The acceptance by the CONSULTANT, its successors, or assigns, of any Final Payment due upon the termination of this AGREEMENT, shall constitute a full and complete release of the COUNTY from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the CONSULTANT, its successors, or assigns have or may have against the COUNTY under the provisions of this AGREEMENT. This Section does not affect any other portion of this AGREEMENT that extends obligations of the parties beyond Final Payment.

SECTION 5 CONSULTANT'S PROJECT TEAM

The CONSULTANT shall assign members of its staff as the CONSULTANT's Project Team, who shall collectively devote such working time and attention as may be reasonably required to ensure that the Services are properly, economically, and efficiently performed. The CONSULTANT shall indicate to the COUNTY the authority and powers that the CONSULTANT's Project Team shall possess during the life of the Project. The CONSULTANT agrees that the COUNTY shall have the right to approve the

CONSULTANT's Project Team, and that the CONSULTANT shall not change any member of its Project Team without written notice to the COUNTY. Furthermore, if any member of the CONSULTANT's Project Team is removed from Project duties, or employment is otherwise terminated or curtailed by the CONSULTANT, or if the CONSULTANT's Project Team member terminates his employment with the CONSULTANT, then the CONSULTANT shall promptly replace its Project Team member with a person of comparable experience and expertise, who shall also be subject to the COUNTY's approval. The COUNTY covenants that its approval shall not be unreasonably withheld.

SECTION 6 INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is and shall be an independent contractor in the performance of all work, services, and activities under this AGREEMENT and is not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this AGREEMENT shall at all times and in all places be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than such power or authority that is specifically provided for in this AGREEMENT.

SECTION 7 CONFLICTS OF INTEREST

7.1 The CONSULTANT represents and warrants to the COUNTY that no officer, employee, or agent of the COUNTY has any interest, either directly or indirectly, in the business of the CONSULTANT to be conducted hereunder. The CONSULTANT further represents and warrants to the COUNTY that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of this AGREEMENT. Further, the CONSULTANT also acknowledges that it has not agreed as an expressed or implied condition for obtaining this AGREEMENT, to employ or retain the services of any person, company, individual or firm in connection with carrying out this AGREEMENT. It is understood and agreed by the CONSULTANT that, upon the breach or violation of this Section, the COUNTY shall have the right to terminate the AGREEMENT without liability and at its sole discretion, and to deduct from the AGREEMENT price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the CONSULTANT.

7.2 The CONSULTANT represents that it presently has no interest, either direct or indirect, while performing the services required by this AGREEMENT, which would conflict in any manner with Florida Statutes. The CONSULTANT represents that no person having any such interest shall be employed during the term of this AGREEMENT, including any officer, employee or agent of the COUNTY.

7.3 The CONSULTANT represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the CONSULTANT's ability to perform the services required by this AGREEMENT. Further, the CONSULTANT represents and warrants that throughout the term of this AGREEMENT, it will not undertake any work that would create such a conflict in interest.

7.4 The CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

SECTION 8 NO CONTINGENCY FEES

CONSULTANT warrants that it will not employ or retain any company or persons, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 9 NOTICES

All notices under this Agreement shall be in writing and shall be (as elected by the person giving such notice) mailed solely by Certified Mail, Return Receipt Requested, Hand Delivery with Proof of Service, or by Overnight Courier to the COUNTY and CONSULTANT at the addresses listed on page one of this Agreement. Either party may change its address, for the

purposes of this Section, by 30 day prior written notice to the other party given in accordance with the provisions of this Section.

SECTION 10 WAIVER OF CLAIM

The CONSULTANT and the COUNTY hereby mutually waive any claim against each other, their elected or appointed officials, agents, and employees, for any loss of anticipated profits caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this AGREEMENT or any part thereof, or by any judgment or award in any suit or proceeding declaring this AGREEMENT null, void, or voidable, or delaying the same, or any part thereof, from being carried out.

SECTION 11 INDEMNIFICATION

11.1 Indemnification

CONSULTANT shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract. CONSULTANT'S obligation under this provision shall not be limited in any way by the Firm Fixed Price, or CONSULTANT'S, or its Professionals', Subconsultants', or Subcontractors' limit of, or lack of, sufficient insurance. This Article shall survive the termination of this AGREEMENT and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law. The parties acknowledge that the duties and limits of indemnity coverage provided by the CONSULTANT herein are as set forth in §725.08, Fla. Stat. This Article shall survive the termination of this AGREEMENT and shall continue in full force and effect so long as the possibility of any liability claim or loss exists.

11.2 Repair of Damage

The CONSULTANT agrees to promptly repair, at its sole cost and expense and in a manner acceptable to the COUNTY, any damage caused by the CONSULTANT or any Specialty Consultant, or by any of their respective employees or agents, to COUNTY property, or to any improvements or property located thereon.

SECTION 12 INSURANCE

12.1 General.

The CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, including tail coverage, and any other

insurance necessary to fully protect CONSULTANT from claims of the nature that are detailed below, that may arise out of, or result from, the CONSULTANT's operations, performance, or Services, or all of these things, or any of these things in combination (CONSULTANT's Operations), whether the CONSULTANT's Operations are by the CONSULTANT, any of its agents or Specialty Consultants, or anyone for whose act or acts it may be liable:

- A. claims under Worker's Compensation, disability benefit, or other (similar) employee benefit acts;
- B. claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- C. claims for damages for personal injury; and
- D. claims for damages because of injury to or destruction of tangible property, including the loss of property use resulting there from; and
- E. claims for professional liability/errors and omissions.

CONSULTANT shall furnish the COUNTY with Certificate(s) of Insurance signed by an authorized representative of the insurer evidencing the insurance so required. The Certificate(s) of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation, nonrenewal, or restriction of coverage.

12.2 Limits of Liability

The insurance required by this Section shall be written for not less than the limits of liability specified below, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the CONSULTANT's obligation:

- Worker's Compensation including Employer's Liability Insurance. (present Florida statutory limit)
- Employer's liability of \$500,000 each accident,\$500,000 disease policy limit, and \$500,000 per occurrence.
- Comprehensive General Liability Insurance. Commercial general liability coverage, including coverage for Personal & Advertising Injury, Products & Contractual Liability and Independent Contractors, with a minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Acord forms marked "Policy" or "Location" shall be considered non-compliant. Instead, check "Project" (meaning the "Contract") for the aggregate limit. No exclusion should apply for Fellow Employees, Cross Liability, or Insured vs. Insured on the policy. Certificate Holder must be listed as Additional Insured.
- Professional liability insurance at minimum limits of \$1,000,000.
- Business Automobile Insurance. This coverage should include all owned, hired, and non-owned vehicles at a minimum combined single limit of \$1,000,000. Liability Limits should be shown as "Primary".

12.3 Insurance Administration

Insurance Certificates, evidencing all insurance coverage referred to in this Section, shall be filed (or be on file) with the COUNTY at least ten (10) calendar days before the final execution of this AGREEMENT. The Insurance Certificates shall be fully acceptable to COUNTY in both form and content, and shall provide and specify that the related insurance coverage shall not be cancelled (Coverage Change) without at least thirty (30) calendar days prior written notice having been given to the COUNTY. It is also understood and agreed that it is the CONSULTANT's sole burden and responsibility to coordinate activities between itself, the COUNTY, and the CONSULTANT's insurer(s) so that the Insurance Certificates are acceptable to and accepted by COUNTY within the time limits described in this Section.

12.4 COUNTY as Additional Insured

The COUNTY shall be listed as an additional insured on all insurance coverage required by this AGREEMENT, except Worker's Compensation and Professional Liability errors and omissions insurance. Furthermore, all other insurance policies pertaining to the Services to be performed under this AGREEMENT shall memorialize that the CONSULTANT's, or the CONSULTANT's Specialty Consultant's, or all of these entities' (Primary Insured's) insurance, shall apply on a primary basis, and that any other insurance maintained by the COUNTY shall be in excess of and shall not contribute to or be commingled with the Primary Insured's insurance. Where the COUNTY has been named as an additional insured, the CONSULTANT shall include the provisions of this Section in its Specialty Consultant's contracts, and the Primary Insured's insurance shall contain a severability of interest provision stating that, except with respect to total limits of liability, all insurance shall apply separately to each Primary Insured or additional insured in the same manner as if separate policies had been issued to each. This Section does not increase the dollar amount of insurance for either per occurrence or aggregate coverage.

12.5 Notifications

The CONSULTANT acknowledges, understands, and agrees that it shall give prompt and prior written notice to the COUNTY that any insurance policy defined or contemplated in this Section has been invalidated because of the violation of any term or provision of any other insurance policy issued to the CONSULTANT.

12.6 Waiver of Subrogation

CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

SECTION 13 DISPUTE RESOLUTION

13.1 Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. Each party to the mediation shall pay the mediator's fee in equal shares.

13.2 Non-jury trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

13.3 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

SECTION 14 LICENSES

The CONSULTANT shall, during the life of this AGREEMENT, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render its Services as described herein. The CONSULTANT shall also require all Specialty Consultants to comply by contract with the provisions of this Section.

SECTION 15 TERMINATION

15.1 Termination

15.1.1 Generally

This AGREEMENT may be terminated as follows:

- A. by the COUNTY, at its convenience pursuant to paragraph 15.2;
- B. by the COUNTY for CONSULTANT's failure to adequately perform the Agreement, pursuant to paragraph 15.3;
- C. by the mutual agreement of the parties; or
- D. as may otherwise be provided below.

In the event of the termination of this AGREEMENT, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

15.2 Termination for COUNTY's Convenience

The COUNTY, by written notice, shall have the right to terminate and cancel this Agreement, without the CONSULTANT being at fault, for any cause or for its own convenience, and require the CONSULTANT to immediately stop work. In such event, the COUNTY shall pay the CONSULTANT for the work actually performed. The COUNTY shall not be liable to the CONSULTANT for any other costs, charges, or expenses, including but not limited to, prospective profits and overhead on work not performed.

15.3 Termination for CONSULTANT's Failure to Perform

In addition to any other termination provisions that may be provided in this AGREEMENT, the COUNTY may terminate this AGREEMENT in whole or in part if the CONSULTANT makes a false Invoice or fails to perform any obligation under this AGREEMENT and does not remedy the failure within fifteen (15) calendar days after receipt by the CONSULTANT of written demand from the COUNTY to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the CONSULTANT shall have such time as is reasonably necessary to remedy the failure, provided the CONSULTANT promptly takes and diligently pursues such actions as are necessary therefore.

15.4 Payment upon Termination

Upon termination of this AGREEMENT, the COUNTY shall pay the CONSULTANT for those Services actually rendered and contracted for under this AGREEMENT, and those reasonable and provable expenses required and actually incurred by the CONSULTANT for Services prior to the effective date of termination. Where the AGREEMENT is terminated for cause by the COUNTY, such payment shall be reduced by an amount equal to any additional costs incurred by the COUNTY as a result of the termination.

15.5 Delivery of Materials Upon Termination

In the event of termination of this AGREEMENT by the COUNTY, prior to the CONSULTANT's satisfactory completion of all the Services described or alluded to herein, the CONSULTANT shall promptly furnish the COUNTY, at no additional cost or expense, with one (1) copy of the following items (collectively "Documents"), any or all of which may have been produced prior to and including the date of termination: data (including electronic data), specifications, calculations, estimates, plans, drawings, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONSULTANT, or by any Specialty Consultant, in rendering the Services described herein, and not previously furnished to the COUNTY by the CONSULTANT pursuant to this AGREEMENT. The Documents shall be the sole property of the COUNTY, and the COUNTY shall be vested with all rights provided therein of whatever kind and however created. The CONSULTANT shall also require that all such Specialty Consultants agree in writing to be bound by the provisions of this Section.

SECTION 16 SUSPENSION

The COUNTY may, at any time and for any reason, direct the CONSULTANT to suspend work (in whole or in part) under this AGREEMENT. Such direction shall be in writing, and shall specify the period during which Services shall be stopped. The CONSULTANT shall resume its Services upon the date specified or upon such other date as the COUNTY may thereafter specify in writing. The period during which the Services are stopped by the COUNTY shall be added to the time of performance of this AGREEMENT; provided, however, that any work stoppage not approved or caused by the actions or inactions of the COUNTY shall not give rise to any claim against the COUNTY by the CONSULTANT.

SECTION 17 MATERIALS, REUSE OF DOCUMENTS, AND CONFIDENTIALITY

The final work product of all such materials along with all formal CONSULTANT/COUNTY correspondence concerning the Project shall be the sole property of the COUNTY. All materials described above shall be retained by the CONSULTANT for the statutory period (§95.11 Fla. Stat., as it may be from time to time amended). Furthermore, the COUNTY may reuse them at no additional cost, and the COUNTY shall be vested with all rights of whatever kind and however created that may be in existence thereto; provided, however, that the CONSULTANT shall not be liable or legally responsible to anyone for the COUNTY's reuse of any such materials on any other COUNTY Project and that the COUNTY timely notified the CONSULTANT of such potential liability.

SECTION 18 MISCELLANEOUS PROVISIONS

18.1 Local, State and Federal Obligations

18.1.1 No Discrimination

The CONSULTANT, for itself, its delegates, successors interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that: 1) in connection with the furnishing of Services to the COUNTY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this AGREEMENT on the grounds of such person's race, color, creed, national origin, religion, physical disability, age or sex; and 2) the CONSULTANT shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this Section, the COUNTY shall have the right to terminate this AGREEMENT, without liability, as set forth in Section 15 of this AGREEMENT, and such right shall not be exercised unreasonably.

18.1.2 Compliance with Law

The CONSULTANT and its employees shall promptly observe, comply with, and execute the provisions of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, orders, codes, mandatory guidelines, and mandatory directions, including §287.055, Fla. Stat., and §553.70 et. seq., Fla. Stat., which may pertain or apply to the Services that may be rendered pursuant to this AGREEMENT, or to the wages paid by the CONSULTANT to its employees. The CONSULTANT shall also require, by contract, that all Specialty Consultants shall comply with the provisions of this Section.

18.1.3 Compliance with New Regulations

The CONSULTANT agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the COUNTY or the CONSULTANT to qualify for local, state, or federal funding for the Services rendered by the CONSULTANT, then the CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If the CONSULTANT is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for Services to be rendered herein, then the COUNTY shall have the right, by written notice to the CONSULTANT, to terminate this AGREEMENT without liability, as outlined in Section 15, above. Furthermore, if the CONSULTANT's compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this AGREEMENT, then the COUNTY agrees, upon sufficient proof of material changes as may be presented to it by the CONSULTANT, to amend this AGREEMENT.

18.2 CONSULTANT Not Agent of County

The CONSULTANT is not authorized to act as the COUNTY's agent hereunder and shall have no authority, expressed or implied, to act for or bind the COUNTY hereunder, either in CONSULTANT's relations with Specialty Consultants, or in any other manner whatsoever except as elsewhere provided for in this AGREEMENT.

18.3 Specialty Consultants

18.3.1 General

The CONSULTANT shall have the right, conditioned upon the COUNTY's prior consent (which shall not be unreasonably withheld), to employ or use (whether or not for compensation or consideration of any nature whatsoever) other firms, consultants, contractors, subcontractors, and so forth (Specialty Consultants); provided, however, that the CONSULTANT shall: 1) inform the COUNTY as to the nature of particular Services for which the Specialty Consultants shall be employed; 2) inform the COUNTY as to the extent (what percentage) of the total Project Services each Specialty Consultant shall be employed to do; 3) be solely responsible for the performance of all of the CONSULTANT's Specialty Consultants, including but not limited to maintenance of schedules, correlation of Services, and the resolution of all differences between or among them; 4) promptly terminate the use and services of any Specialty Consultants upon written request from the COUNTY (which may be

made for the COUNTY's convenience); and 5) promptly replace each such terminated Specialty Consultant with a Specialty Consultant of comparable experience and expertise and who are otherwise acceptable to the COUNTY. After the Specialty Consultant has received notice of the termination, or two (2) business days after the COUNTY has notified the CONSULTANT in writing of the required termination of the Specialty Consultant whichever shall occur first, the COUNTY shall have no obligation to reimburse the CONSULTANT for the Services subsequent to the notice of termination of any Specialty Consultant who may be terminated pursuant to the provision of this Section. It is also understood that the COUNTY does not, by accepting a Specialty Consultant, warrant or guarantee the reliability or effectiveness of that entity's Services.

18.3.2 Work Outside Scope and Time of Payment

The COUNTY shall have no obligation to reimburse the CONSULTANT for the services of any Specialty Consultant that may be in addition to the Services, or for those Specialty Consultant Services not previously made known to the COUNTY, or that are otherwise outside of the Scope of the Project unless and until the COUNTY has given written approval of such reimbursement. CONSULTANT agrees to pay all such Specialty Consultants for their Project related Services within thirty (30) calendar days after the CONSULTANT's receipt of payment, from the COUNTY for work performed by the Specialty Consultants, unless such payment is disputed by the CONSULTANT, and the COUNTY receives written notice thereof.

18.3.3 Specialty Consultant Contracts

The CONSULTANT shall provide a copy of all relevant provisions of this AGREEMENT to all Specialty Consultants hired by it, or for which it may have management responsibilities and shall inform all Specialty Consultants that all Services performed hereunder shall strictly comply with the AGREEMENT terms and provisions. The CONSULTANT shall also furnish the COUNTY, upon demand, with a copy of all CONSULTANT Specialty Consultant contracts. The COUNTY agrees that it shall not demand that the CONSULTANT hire a particular Specialty Consultant for the Project.

18.4 Assignment and Delegation

The COUNTY and the CONSULTANT bind themselves and their respective partners, successors, executors, administrators, and assigns, to the other party of this AGREEMENT in respect to all duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this AGREEMENT; except that the CONSULTANT shall not assign, transfer, or delegate its rights or duties, or either or both of these things, under this AGREEMENT without the prior written consent of the COUNTY. The COUNTY has the absolute right to withhold such consent at its convenience, and, furthermore, if the CONSULTANT attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without the COUNTY's consent, then the COUNTY may terminate this AGREEMENT as a breach of contract by the CONSULTANT and a failure by the CONSULTANT to substantially perform its obligations hereunder, and any such assignment shall be null, void, and of no legal effect whatsoever. The COUNTY shall have the right to assign its rights (or any part of them) or to delegate its duties

and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this AGREEMENT. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY or the CONSULTANT.

18.5 Audits

18.5.1 Periodic Auditing of CONSULTANT's Books

The Consultant's financial and accounting records ("Books") specific to this AGREEMENT may (but need not) be kept separate and apart from the CONSULTANT's other Books; but the COUNTY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books related to business conducted under this AGREEMENT for the COUNTY, for the purpose of verifying the accuracy of any Invoice or Completion Report and to ensure payment to subconsultants or vendors of the CONSULTANT. In addition, upon request of the COUNTY, the CONSULTANT shall prepare an audit (for the most recent fiscal year) for the COUNTY, which shall include the CONSULTANT's paid salary, fringe benefits, general and administrative overhead costs, and the total amount of money paid by the COUNTY to the CONSULTANT related to business conducted under this AGREEMENT. The audit shall be certified as true and correct by, and shall bear the signature of, the CONSULTANT's chief financial officer or its certified public accountant.

18.5.2 Retention of Books

The CONSULTANT shall retain the Books, and make them available to the COUNTY as specified above, until the later of five (5) years after the date of termination of this AGREEMENT, or such longer time if required by any federal, state, or other governmental law, regulation, policy, or contractual or grant requirement or provision.

18.5.3 Overpayment

In the event any audit or inspection conducted after final payment, but within the period provided in Section 15 above, reveals any overpayment to the CONSULTANT by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

18.6 Availability of Funds

The obligations of the COUNTY under this AGREEMENT are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Martin County.

18.7 Pledge of Credit

The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this AGREEMENT.

18.8 Public Records

18.8.1 The CONSULTANT shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

- a. Keep and maintain public records required by the County to perform the Agreement.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. 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 Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the County.
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONSULTANT or keep and maintain public records required by the County to perform the Agreement. If the CONSULTANT transfers all public records to the County upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

18.8.2 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.

18.8.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

18.9 Federal and State Taxes

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CONSULTANT shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials. The CONSULTANT shall be responsible for payment of all federal, state, and local taxes and fees incurred in connection with this AGREEMENT.

18.10 Governing Law; Venue

Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation pursuant to Article 13 above.

The validity, interpretation, construction, and effect of this AGREEMENT shall be in accordance with and governed by the laws of the State of Florida, only. Venue for any lawsuit to enforce the terms and obligations of this Agreement shall lie exclusively in Martin County, Florida.

18.11 Remedies, Attorneys' Fees and Costs

All remedies provided in this AGREEMENT shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. If any legal action or other proceeding is brought for the enforcement of this AGREEMENT or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this AGREEMENT, each party shall bear its own costs and attorney's fees.

18.12 Entire Agreement

This AGREEMENT, including the Exhibits hereto and bid package, constitutes the entire AGREEMENT between the parties, and shall supersede and replace all prior or contemporaneous negotiations, correspondence, conversations, agreements or understandings, written or oral, relating to the matters set forth therein, and that specifically related to the execution of this particular document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

18.13 Amendment

This AGREEMENT may be amended or modified only by a writing of import equal to this AGREEMENT, and as duly authorized and executed by the parties.

18.14 Severability

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 persons 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. In the event any provision hereof or be determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this AGREEMENT, which shall remain in full force and effect. To that extent, this AGREEMENT is deemed severable.

18.15 Headings

The headings of the Sections of this AGREEMENT are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections.

18.16 Construction

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this AGREEMENT was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this AGREEMENT.

IN WITNESS WHEREOF, this AGREEMENT has been fully executed on behalf of the parties hereto by its duly authorized representatives, as of the date first written above.

**ESTUARINE, COASTAL AND
OCEAN SCIENCES, INC.**

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

R. Grant Gilmore, Jr., Ph.D.
Senior Scientist

Taryn Kryzda
County Administrator

EXHBIT A
STATEMENT OF WORK

LISTING THE ENDANGERED SPECIES OF THE ST. LUCIE RIVER

R. GRANT GILMORE, JR., PH.D.
SENIOR SCIENTIST, ECOS

The following work items are listed for the purpose of gathering and presenting sufficient information to warrant listing fish and crustacean species that are indigenous to the freshwaters of the St. Lucie, Loxahatchee and St. Sebastian Rivers whose predictable reproducing populations are only found in these waters of the United States.

PHASE I. LISTING PROCEEDURES

A. Travel/Meetings/Correspondence with appropriate authorities/agencies with legal jurisdiction and professional interest in protecting endangered and threatened species.

1. US. Fish and Wildlife Service (USFWS), Federal Agency
2. Florida Fish and Wildlife Conservation Commission (FWC),
Florida Institute of Marine Research (FMRI), State Agency
3. Center for Biological Diversity, Non-Profit Org. to Save ET species.
4. United Nations Red List committee on ET Species.

PURPOSE: (a) to obtain information on best procedures for successful listing; (b) to obtain sources of best data and information on targeted species for listing.

PHASE II. DATA COLLECTION

A. Travel/Correspondence with national and international museum collections: (a) Harbor Branch Oceanographic Museum (HBOM); (b) Florida State Museum (FSM); (c) U.S. National Museum (USNM); (d) American Museum of Natural History (AMNH); (e) Academy of Natural Sciences of Philadelphia (ANSP); (f) Chicago Museum of Natural History (CMNH).

B. Conduct detailed international literature search on: (a) targeted species biogeography, life history, evolution, eco-physiology, reproductive biology, endangerment, other efforts to protect these species.

C. Determine factors causing endangerment within local streams: (a) water contamination with toxic chemicals (pesticides, herbicides, PCBs, heavy metals), bacterial pathogens, fungal pathogens, radioactive compounds, other vectors; (b) critical habitat loss due to direct removal and chemical treatment; (c) introduction of predatory or competitive exotic species that directly or indirectly impact the survival of targeted species.

PHASE III. DATA ANALYSES

A. Analyze all data obtained above for thorough and successful argument to listing the species.

PHASE IV. PRODUCE DETAILED SPECIES ACCOUNTS

- A. Include all items listed in PHASE II, Part B. and C. in a species by species account that allows understanding and reason for protection of the species targeted for protection.

PHASE V. PRESENTATION OF ACCOUNTS and ARGUMENTS FOR LISTING

- A. Distribute final reports, documents and analyses to Martin County, USFWS and FWC and other parties with direct interest in listing the targeted species for conservation purposes.
- B. Conduct presentation of findings to interested parties.

PHASE VI. TRAVEL & PRESENT DATA TO FEDERAL AND STATE REVIEW PANELS.

This activity was required during the last effort to list these species with travel to Washington, D.C., possibly Tallahassee.

